City Council
Regular Meeting

April 11, 2017
MINUTES

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Harness, Thusu, Morales

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Barkley, Beltran, Hurtado, James, Jenner, Moreno, Patlan, Son, Thompson

1. OPENING CEREMONIES - 6:30 pm

1.1. Welcome and Call to Order

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

1.2. Invocation

The invocation was led by Chaplain Sussee.

1.3. Pledge of Allegiance

The flag salute was led by Council Member Morales.

2. AGENDA CHANGES OR DELETIONS

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

None.

3. REQUEST TO ADDRESS COUNCIL

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.

Debbie Rojas, Cinco de Mayo Pageant Manager, was present to introduce the Cinco de Mayo queen and princess contestants to the Council.

The contestants introduced themselves to the Council followed by a few comments from the reigning queen and princess who thanked the Council and city for supporting them.

4. CONSENT CALENDAR

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

4.1. SUBJECT

Proclamation No. 2017-01 Dinuba Relay for Life 'Dancing Through the Decades for a Cure' (LB)

RECOMMENDATION

Council adopt Proclamation No. 2017-01 in recognition of Dinuba's Relay for Life event benefitting the American Cancer Society's cancer research.

4.2. SUBJECT

Approval of City Council & Dinuba Unified School Board Joint Meeting Minutes, March 14, 2017 (LB)

RECOMMENDATION

Council review and approve meeting minutes as presented.

4.3. SUBJECT

Approval of City Council Meeting Minutes for March 14 and 28, 2017 (LB)

RECOMMENDATION

Council review and approve meeting minutes as presented.

4.4. SUBJECT

Resolution No. 2017-13 Approval of Final Subdivision Map and Agreement for Ridge Creek Ranch Subdivision, Phases 1 & 2 (APN: 012-230-048, 012-240-033, 012-240-035) (RY)

RECOMMENDATION

Council adopt Resolution No. 2017-13 approving a Final Map for Subdivision No. 03-481.07, Ridge Creek Ranch Phase 1 and 2 and authorizing the City Manager to execute the Subdivision Improvement Agreement.

4.5. SUBJECT

Action of Planning Commission Meeting, April 4, 2017 (BB)

RECOMMENDATION

This item is for information purposes only. No action is required.

4.6. SUBJECT

Award Professional Service Contract to PDP for Construction Management Services for Avenue 416 Widening Project. (RY)

RECOMMENDATION

Council award a professional services contract to PDP in the amount of $83,200 for construction management services for the Avenue 416/El Monte Way Widening Project.

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

Ayes: Harness, Launer, Morales, Reynosa, Thusu

5. WARRANT REGISTER

5.1. SUBJECT

Approval of Warrant Register, March 31; April 7, 2017 (MM)

RECOMMENDATION

Council approve the warrant register as presented.

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

Ayes: Harness, Launer, Morales, Reynosa, Thusu

6. PUBLIC HEARING

6.1. SUBJECT

Resolution No. 2017-15 Annual Review and Adjustment to Fees, Charges and Fines (MM)

RECOMMENDATION

Council conduct a public hearing and adopt Resolution No. 2017-15 implementing the recommended fees and fines effective July 1, 2017.

Administrative Services Director Moreno presented information regarding city fees, charges and fines and requested the council hold a public hearing to gather public testimony in regard to the proposed fee schedule.

Mayor Harness opened the hearing; no comments were brought forward and Mayor Harness closed the hearing.

A motion was made by Council Member Morales, second by Vice Mayor Thusu, to adopt Resolution 2017-15 implementing the recommended fees and fines, effective July 1, 2017.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

7. DEPARTMENT REPORTS

7.1. SUBJECT

Enforcement Option for Illegal Use of Fireworks Enforcement (CT)

RECOMMENDATION

City Council receive presentation on illegal fireworks enforcement and provide staff with direction on the preferred options to deter illegal fireworks use within the Dinuba city limits.

Chief Thompson explained that over the last few years there has been an increased use of illegal fireworks throughout the city and the surrounding county.

Chief Thompson presented to the Council some enforcement options utilizing the '5 Es' of community risk reduction to help mitigate illegal use of fireworks. Thompson explained that the 5 Es relate to Education, Economic, Engineering, Enforcement and Emergency Response.

Thompson explained that Education can be utilized by launching a public education campaign utilizing local newspapers, electronic signs, social media and the safe and sane fireworks vendors to educate the public about illegal fireworks. He explained that the current fireworks ordinance and administrative citation ordinance could be revised to increase the minimum fine from $1,000 to $1,500 to further discourage the use of illegal fireworks, as well as an option to charge the violator for the city's incurred costs related to the enforcement of each violation, including the cost of disposing of illegal fireworks. Thompson proposed the use of any of three alternatives which includes modification of the enforcing ordinance allowing authorities to cite the property owner, tenant or occupant for violations occurring on their property whether or not they were directly involved in the activity; assemble an illegal Fireworks Enforcement Team consisting of two or three teams staffed by two personnel from fire and police to actively patrol the city looking for fireworks violations; the use of drone technology to conduct a 'pilot' project for surveillance of illegal fireworks use to determine locations for more accurate enforcement in the future. Lastly, Thompson said emergency response will remain the same to assist with fireworks enforcement as time allows.

Thompson shared a video as an example of utilizing drone technology. He reported that a drone could cost anywhere from $1,500 to $8,000. Using a drone also requires the user to be certified through the FAA at a cost of approximately $300 per person. He noted that use of drones is becoming common in California for these purposes.

City Manager Patlan said the city of Salinas worked with a company that did the surveillance as a pilot project to see how it could work for them; we could do the same type of thing that way the inner-departmental task force could work too.

Chief Thompson said a drone could also be utilized for other safety issues such as fire and emergency services.

Mayor Harness said he would be willing to institute all three options this year utilizing the least expensive drone model for now.

A motion was made by Council Member Morales, second by Vice Mayor Thusu,

to utilize all three options of enforcement as proposed for this fireworks season.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

7.2. SUBJECT

City Council Strategic Goals for 2015-2018 (LP)

RECOMMENDATION

Council review and accept the annual report on the 2015-18 strategic goals.

City Manager Patlan presented the City Council goals summary which the Council worked on with Dr. Jackie Rhyle on March 15. He gave a brief review of the summarized goals.

Patlan reported to the council that he will send them the updated fiscal year 2015-18 goals in a few weeks.

A motion was made by Council Member Launer, second by Council Member Reynosa, to accept the goals including the additional items that were raised at the goals session.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

8. MAYOR/COUNCIL REPORTS

Mayor Harness said he attended the recent workshop for the downtown business orchestrated by the Chamber of Commerce.

Vice Mayor Thusu reported that the San Joaquin Valley Air Board Special Selection Committee appointed a board member other than himself.

Thusu mentioned that he would like to see a stiffer fine imposed for noise violations. Attorney Jenner said it would mean revising the ordinance.

Council Member Morales announced he attended the 'Blessing of the Motorcycles' recently.

Council Member Reynosa said she attended the 'Coffee with Assembly Member Mathis' gathering this morning.

9. CITY MANAGER COMMUNICATIONS

City Manager Patlan informed the Council that the city received the Distinguished Cities award from the GFOA for the budget manual. Patlan said staff worked hard on the budget manual and commended them for a job well done.

Patlan announced that the 'Good Morning Dinuba' meeting will be held tomorrow at the Mary Kay office near Sterling & Smith Funeral Home and, that the League's divsiion meeting will be held on Thursday in Hanford.

10. CITY STAFF COMMUNICATIONS

Interim Community Services Director Hurtado announced that a Zumba class was held at the community center with13 people in attendance.

City Manager Patlan announced we officially launched the 'Adopt-a-Planter' program. He said a challenge was given to the Dinuba Police Officers Association, the Fire Association, and the Employee's Association to adopt a planter.

IT Manager James said the 'Adopt-a-planter' packet is on the city's website.

11. CLOSED SESSION

Mayor adjourned the meeting to closed session at 7:19 pm.

11.1. Conference With Legal Counsel - Existing Litigation (NJ)
Sanchez v. City of Dinuba, Tulare County Superior Court
Case No. VCU255959; Fifth District Court of Appeal Case No. F071223 pursuant to GC section 54956.9(c) (1).

No action taken.

11.2. Conference with Legal Counsel - Anticipated Litigation (NJ)
Potential Litigation; one (1) matter. Government Code section 54956.9(e).

No action taken.

12. ADJOURNMENT

The meeting adjourned at 8:09 pm.

City Council Staff Report

Department: CITY MANAGER'S OFFICE April 11, 2017

To: Mayor and City Council

From: Linda Barkley, Deputy City Clerk

Subject: Proclamation No. 2017-01 Dinuba Relay for Life 'Dancing Through the Decades for a Cure' (LB)

RECOMMENDATION

Council adopt Proclamation No. 2017-01 in recognition of Dinuba's Relay for Life event benefitting the American Cancer Society's cancer research.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Proclamation No. 2017-01 Dinuba Relay for Life Dancing Through the Decades for a Cure

PROCLAMATION NO 2017-01

CITY OF DINUBA

"Together , A Better Community"

American Cancer Society Relay For Life®

Dancing Through the Decades for a Cure

April 22, 2017

WHEREAS, Relay For Life is the signature activity of the American Cancer Society and celebrates cancer survivors and caregivers, remembers loved ones lost to the disease, and empowers individuals and communities to fight back against cancer; and

WHEREAS, money raised during Relay For Life of Dinuba supports the American Cancer Society's mission of saving lives and creating a world with less cancer and more birthdays – by helping people stay well, by helping people get well, by finding cures for cancer and by fighting back; and

WHEREAS, The American Cancer Society works relentlessly to saves lives from cancer by helping people stay well and get well, by finding cures, and by fighting back against the disease; and

WHEREAS, The American Cancer Society provides information that empowers people to take steps that help them prevent cancer or find it early, when it is most treatable; and

WHEREAS, More than 60 years of research is at the heart of the American Cancer Society's mission finding answers that save lives; from changes in lifestyle to new approaches in therapies to improving cancer patients' quality-of-life.

NOW, THEREFORE, BE IT RESOLVED, that I, Scott Harness, Mayor of the City of Dinuba, California, do hereby proclaim April 22, 2017, as Dinuba's Relay for Life's "*DANCING THROUGH THE DECADES FOR A CURE*" and encourage our citizens to participate in the 2017 Relay For Life event on April 22, 2017, at the Dinuba High School Campus.

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 22nd day of April two-thousand seventeen.

_____

Scott Harness, Mayor

Attest::

_____

Linda Barkley, Deputy City Clerk

City Council Staff Report

Department: CITY MANAGER'S OFFICE April 11, 2017

To: Mayor and City Council

From: Linda Barkley, Deputy City Clerk

Subject: Approval of City Council & Dinuba Unified School Board Joint Meeting Minutes, March 14, 2017 (LB)

RECOMMENDATION

Council review and approve meeting minutes as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. City Council and DUSD Board Joint Meeting Minutes, March 14, 2017

City Council and
Dinuba Unified School District
Joint Meeting
March 14, 2017

COUNCIL MEMBERS PRESENT: Harness, Thusu, Morales, Reynosa, Launer

DUSD BOARD MEMBERS PRESENT: Villarreal, Kizirian, Cendejas, Keel-Worrell, Froese

STAFF MEMBERS PRESENT: City Manager Patlan, Superintendent of Schools Hernandez

CALL TO ORDER

Council Member Harness called the joint meeting to order at 5:33 p.m.

1. OPENING CEREMONIES

a. Welcome and introduction

b. Pledge of Allegiance

The flag salute was led by Ron Froese.

c. Roll Call – Dinuba City Council
Scott Harness, Mayor
Kuldip Thusu, Vice Mayor
Emilio Morales, Council Member
Maribel Reynosa, Council Member
Linda Launer, Council Member

d. Roll Call – Dinuba Unified School District
Mary Villarreal, Board President
Sandra Kizirian, Board Clerk
Miriam Cendejas, Trustee
Beverly Keel-Worrell, Trustee
Ron Froese, Trustee

2. ITEMS FOR DISCUSSION

a. Presentation Active Shooter Drill – Sergeant Ryan Robison and Vice Principal Brian Cox

Active Shooter Drill is scheduled on April 29, 2017, at Washington Intermediate School, with 30 Dinuba police officers and Dinuba Unified School District staff.

Sergeant Robison said the stimulation training will be done with paintball guns and chalk paint; cleanup will be completed before leaving the school site.

Vice Principal Cox explained this is the only training scheduled at this time, after this training there will be a discussion on building and expanding to future trainings and sites.

Vice Principal Cox said an after action review would be provided to the school district. Vice Principal Cox stated they will be following the Dinuba Police Department standardized training.

b. Presentation of Proposed New High School Campus

Matt Pettler from School Facility Consultants presented the funding and limitations of the project. The school district's project is going to be funded by school facility bonds.
Dave Iwanage, SIM Architects presented the Master Plan of the New High School. Mr. Iwanage said they are phasing the stages of the project due to the cost of the project and 98 classrooms need to be built to receive full funding. Mr. Iwanage presented the Phase I and the budget.

The school board address a concern with the cost of developing both sides of Kamm, they would like to use some of this money for the school not off site work. City staff stated their preference is that Kamm be widen to four lanes and the school district to fund both side of the street.

3. PUBLIC COMMENT

None

4. ADJOURNMENT

The meeting adjourned at 6:32 p.m.

City Council Staff Report

Department: CITY MANAGER'S OFFICE April 11, 2017

To: Mayor and City Council

From: Linda Barkley, Deputy City Clerk

Subject: Approval of City Council Meeting Minutes for March 14 and 28, 2017 (LB)

RECOMMENDATION

Council review and approve meeting minutes as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. City Council Meeting Minutes, March 14, 2017
B. City Council Meeting Minutes, March 28, 2017

City Council
Regular Meeting

March 14, 2017
MINUTES

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Harness, Thusu, Morales

COUNCIL MEMBERS ABSENT:

None

STAFF MEMBERS PRESENT:

Alaniz, Beltran, Hurtado, James, Jenner, Launer, Patlan, Popovich, Thomspon

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Mayor Harness called the meeting to order at 6:35 pm.

1.2. Invocation

The invocation was led by Chaplain Garcia.

1.3. Pledge of Allegiance

The flag salute was led by Vice Mayor Thusu.

2. AGENDA CHANGES OR DELETIONS

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

None

3. REQUEST TO ADDRESS COUNCIL

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None

4. NEW EMPLOYEES AND PROMOTIONS

4.1. Margarita Moreno, Administrative Services Director (LP)

Administrative Services Director, Margarita Moreno was introduced to City Council by City Manager, Luis Patlan.

4.2. Christian Ramos - Full Time Firefighter/ EMT (CT)

Firefighter/EMT, Christian Ramos was introduced to the City Council as a new employee by Chief Thompson.

Mayor Harness administered the oath of office to Firefighter/EMT Ramos, Ramos' girlfriend pinned the badge on his uniform.

Mayor Harness declared a brief break at 6:46 pm.

Mayor Harness reconvened the meeting at 6:53 pm.

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**

Letter of Support for SB 661 (Fuller) (LP)

RECOMMENDATION

Council by motion support Senate Bill 661 (Fuller) and authorize the Mayor to sign a letter of support on behalf of the City of Dinuba to amend and extend the State's New Employment Credit (NEC) hiring incentive.

5.2. **SUBJECT**

City Council Meeting Minutes February 28, 2017 (LB)

RECOMMENDATION

Council review and approve proposed meeting minutes.

5.3. **SUBJECT**

Leadership Class of Northern Tulare County Request for Co-sponsorship of the Annual Cinco de Mayo Event, May 4-7, 2017 (LB)

RECOMMENDATION

Council approve co-sponsorship of the Cinco de Mayo event at Rose Ann Vuich Park, May 4-7, 2017 and the parade in the downtown, May 6, 2017, hosted by the Leadership Class of Northern Tulare County.

5.4. **SUBJECT**

Resolution No. 2017-07 Courthouse and Police Station Ownership (CS)

RECOMMENDATION

Council to adopt Resolution No. 2017-07 approving agreements transferring all real property interests of the Courthouse and Police Station property to the City of Dinuba.

5.5. SUBJECT

Award Contract for Biosolid Removal to Liberty Composting, Inc. (BB)

RECOMMENDATION

Council to award contract to Liberty Composting Inc. for the removal of biosolids at the Wastewater Reclamation Facility in the amount not to exceed $70,000.

5.6. SUBJECT

Free Transit Rides on Earth Day, April 22, 2017 (BB)

RECOMMENDATION

Council to approve free transit rides on the Dinuba Area Regional Transit (DART) fixed routes for Earth Day on April 22, 2017.

5.7. SUBJECT

Action of Planning Commission – Meeting of March 7, 2017 (BB)

RECOMMENDATION

This item is for information purposes only. No action is required.

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

Ayes: Harness, Launer, Morales, Reynosa, Thusu

6. WARRANT REGISTER

6.1. SUBJECT

Approval of Warrant Register March 3; 10, 2017 (CS)

RECOMMENDATION

Council to review and approve warrants as presented.

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

Ayes: Harness, Launer, Morales, Reynosa, Thusu

7. DEPARTMENT REPORTS

7.1. SUBJECT

Dinuba Chamber of Commerce Request for Gold Sponsorship 2017 Dinuba Business Expo on March 23, 2017 (LB)

RECOMMENDATION

Council to approve a request to sponsor the second annual Dinuba Chamber of Commerce Business Expo on March 23, 2017 in the amount of $500.

Human Resources Manager Alaniz presented a request for the Dinuba Chamber of Commerce to the City Council to approve a sponsorship for the Business Expo.
A motion was made by Council Member Reynosa, second by Council Member Morales, to approve the Dinuba Chamber of Commerce request for Gold Sponsorship 2017 Dinuba Business Expo on March 23, 2017.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

7.2. SUBJECT

Participation in PG&E On-Bill Lighting Conversion Financing (BB)

RECOMMENDATION

Council to approve participation in PG&E's On-Bill Financing Program to convert the existing lighting at the Fire Department and in the Downtown to LED lighting and authorize the City Manager or designee to execute the On-Bill Financing Loan Agreement.

Director Beltran said the approximate total cost of this program would be $214,000. The annual saving from this program would be used to pay back the loan, loan would be paid off in six years.

Director Beltran requested Council to approve participation and authorized the City Manager or designee to execute the agreement.

A motion was made by Vice Mayor Thusu, second by Council Member Launer, to approve participation in PG&E On-line Financing Program to convert the existing lighting at the Fire Department and in the Downtown to LED lighting and authorize the City Manager or designee to execute the On-Bill Financing Loan Agreement.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

7.3. SUBJECT

Reconsideration of Resolution No. 2017-01 Approving Issuance of TEFRA Bonds in the amount of $6.5 Million for the Sierra Village Apartment Project on East Davis Drive and North Crawford Avenue (LP)

RECOMMENDATION

Council to consider a request by Council Member Launer to add the TEFRA Bond Issuance of $6.5 million for the Sierra Village Apartment Project to the March 28, 2017 agenda for reconsideration.

Council Member Launer in the last council meeting requested to add this item to the next agenda for reconsideration.

The Resolution 2017-06 approving issuance of the TEFRA Bonds for the Sierra Village Apartment will be placed on the March 28, 2017 agenda.

A motion was made by Vice Mayor Thusu, second by Council Member Morales, to reconsider a request by Council Member Launer to add the TEFRA Bond Issuance of $6.5 million for the Sierra Village Apartment Project on East Davis Drive and North Crawford Avenue.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

7.4. SUBJECT

Acceptance of Donation from Alta Healthcare District (CT)

RECOMMENDATION

Council to accept donation from the Alta Healthcare District in the amount of $156,000 for the purchase of a new ambulance and authorize the City Manager or designee to sign any related documents.

Chief Thompson presented a donation from Alta Healthcare District of $156,031.92 to purchase a new ambulance and supporting equipment.

Chief Thompson requested Council to accept the donation.

A motion was made by Vice Mayor Thusu, second by Council Member Morales, to accept donation from Alta Healthcare District in the amount of $156,000 for the purchase of a new ambulance and authorize the City Manager or designee to sign any related documents.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

7.5. SUBJECT

Resolution No. 2017-06 Nominating Kuldip Thusu for Appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District (LB)

RECOMMENDATION

Council adopt Resolution No. 2017-06 nominating Vice Mayor Kuldip Thusu for appointment to the District Governing Board of the San Joaquin Valley Air Pollution Control District representing small cities in Tulare County.

Human Resources Manager presented Resolution No. 2017-06 nominating Vice Mayor Kuldip Thusu for appointment to the District
A motion was made by Council Member Morales, second by Council Member Launer, to adopt Resolution No. 2017-06 Nominating Kuldip Thusu for appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

8. MAYOR/COUNCIL REPORTS

Mayor Harness thanked staff and said he only had one concern. He reported that people

were going through the trash at Edward's alley. He wanted to get information from staff and review the ordinance to see how this issue could be reduced. He also states that this has become a daily thing and the calls keep on coming in.

Mayor Harness also reported that he enjoyed a Women's Club event yesterday, was able to be a server. The Women's Club raised $1,600 for the Relay for Life, American Cancer Society and it was a great event.

Vice Mayor reported he attended the League of Cities meeting and met with Assembymember Mathis field representative Thiesen.

Council Member Morales reported he met with Thiesen on projects that are important to Dinuba, great meeting. He thanked Assembymember Mathis and Thiesen for communicating with the City.

Council Member Launer thanked the City Manager for putting out the message for Public Works to put up the fence at Griggs. The residents are very grateful and feel the city is recognizing them as part of the city.

Council Member Reynosa had nothing to report.

9. CITY MANAGER COMMUNICATIONS

9.1. City Council Goal Setting Work Shop, March 15, 2017 at 5:30 PM, Dinuba Transit Center, 180 West Merced Street, Dinuba (LP)

City Manger Patlan reminded the Council of the Goal Setting Workshop scheduled at 5:30 p.m. tomorrow at the Transit Center.

City Manager Patlan said Daniel James and himself will be attending the California Association of Local Economic Development Conference next week from March 21st through March 23rd.

10. CITY STAFF COMMUNICATIONS

Mayor Harness adjourned the meeting to closed session at 7:12 p.m.

11. CLOSED SESSION

11.1. Conference with Real Property Negotiators (LP)

Pursuant to GC 54956.8, Purchase of Real Property
Property: 260 South L Street, Dinuba
Agency Negotiator: Luis Patlan, City Manager and Carlos Sanchez, Interim Finance Director
Negotiating Parties: City of Dinuba and Armen Majarian
Under Negotiation: Price and terms

No action was taken.

12. ADJOURNMENT

The meeting adjourned at 7:30 p.m.

City Council
Regular Meeting

March 28, 2017
MINUTES

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Harness, Thusu, Morales

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Barkley, Beltran, Hurtado, James, Jenner, Moreno, Patlan, Popovich, Sanchez, Thompson

1. OPENING CEREMONIES

1.1. Welcome and Call to Order - 6:30 pm

The meeting was called to order at 6:30 pm.

1.2. Invocation

The invocation was led by Chaplain Garcia.

1.3. Pledge of Allegiance

The flag salute was led by Chief Thompson.

2. AGENDA CHANGES OR DELETIONS

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

None.

3. PRESENTATIONS/CEREMONIAL MATTERS

3.1. Police Community Volunteers In-Kind Service Check Presentation to City Council (RS)

Lt. Son was present with some of the Community Police Volunteers to present an in-kind check to the City Council. The check represented a monetary value for services provided by the volunteers in their assistance of the police department and community. The volunteers logged 3,494 hours in 2016 worth a monetary value of $125,784. Lt. Son pointed out that there were 16 volunteers in 2016. The Council thanked the volunteers for their valuable service.

4. REQUEST TO ADDRESS COUNCIL

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None.

5. CONSENT CALENDAR

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

5.1. SUBJECT

Historic Preservation Commission Meeting Minutes for February 13, 2017 CC

RECOMMENDATION

City Council accept the Historic Preservation Commission meeting minutes for February 13, 2017.

5.2. SUBJECT

Planning Commission Meeting Minutes for February 7, 2017 BB

RECOMMENDATION

City Council accept the Planning Commission meeting minutes for February 7, 2017.

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

Ayes: Harness, Launer, Morales, Reynosa, Thusu

6. WARRANT REGISTER

6.1. SUBJECT

Approval of Warrant Register March 17 and 24, 2017 (MM)

RECOMMENDATION

Council approve the warrant register as presented.

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

Ayes: Harness, Launer, Morales, Reynosa, Thusu

7. PUBLIC HEARING

7.1. SUBJECT

Resolution No. 2017-11 Issuance of $6,500,000 Tax-Exempt Bonds by the California Statewide Communities Development Authority (MM)

RECOMMENDATION

Council adopt Resolution No. 2017-11 approving the issuance of Bonds by the California Statewide Communities Development Authority, not to exceed $6,500,000. If approved, the Bonds benefit Self Help Enterprises by providing financing to acquire, construct and equip a 43-unit multi-family rental housing project generally known as Dinuba Village Apartments.

Interim Finance Director Sanchez presented the information and explained that the item was before the Council once again at the request of the some of the Council Members. Sanchez requested that the Mayor open the hearing.

Mayor Harness opened the hearing.

Betsy McGovern-Garcia Director of Real Estate Development for Self Help Enterprises thanked the Council for holding the hearing again. McGovern-Garcia gave an overview of the project. She told the council that Viscaya Gardens, a similar project, was built in 2014 by Self Help in Dinuba and that Self Help received requests for additional affordable housing in Dinuba.

James Hammill, Managing Director of CSCDA, was present to provide information to the council that the body may wish to know. He said the city is not responsible for the TEFRA bonds. The bonds are the responsibility of Self Help.

The question was asked about the additional bond amount of $10 million vs. $6.5 million and it was explained that the additonal bonding is a factor of not updating the projections and not picking it up the extra in the bond amount.

Vice Mayor Thusu asked when the next project phase will happen. McGovern-Garcia said 12-18 months in order to acquire financing which is dependent upon the availability of funding.

Mayor Harness closed the hearing.

Vice Mayor Thusu asked if the there is a problem with the public hearing notice having been for $6.5 million and the bond amount is now $10 million. Staff explained that both notices were placed simultaneously one for $6.5 and one for $10 million therefore, there is no conflict in holding the hearing for $10 million.

Council Member Launer said this is a positive move for the city because the area is zoned multi-family and if Self Help is not allowed to build the project then another developer may come in and propose to build another facility which may not be built or managed as well as the proposed project before the council.

Council Member Reynosa voiced that this a good project and benefit to the community. Council Member Morales said he likes the Viscaya Garden model. Vice Mayor Thusu said he is cognizant of our housing but at the same time he respects the need for the housing and the zoning. He said he wants

assurance from Self Help that phase II will have a proper playground. He voiced that the project is too dense and he's not sure what the neighbors would think and he has heard residents of that area say the complex should be less dense.

Council Member Launer asked what the maximum density would be if it was someone other than Self Help develops the area. City Manager Patlan responded 120 units per acre and right now it's proposed to have 104 units per acre.

Launer asked if there are similar projects to the proposed in Sacramento. McGovern said the plans are similar to those of other communities Self Help has built.

Mayor Harness explained that his position is that of his constituency. He said work on the density, add more green space to garner his support of a project that citizens of his ward. He said there was sufficient input against the density of the project.

Launer said her concern that if we don't accept the project, someone else will build at a higher density. She said the need for affordable housing is there if it's well-managed.

A motion was made by Vice Mayor Thusu, second by Council Member Launer, to adopt Resolution No. 2017-12 approving the issuance of tax-exempt bonds not to exceed the amount of $10,000,000.

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

8. DEPARTMENT REPORTS

8.1. SUBJECT

Dinuba Chamber of Commerce Request for Gold Sponsorship for the 9th Annual Golf Tournament on April 7, 2017 (LB)

RECOMMENDATION

Council approve Gold Level Sponsorship in the amount of $2,000 for the 9th annual Dinuba Chamber of Commerce Golf Tournament on April 7, 2017 at Ridge Creek Golf Course.

Deputy Clerk Barkley presented a report to the Council from the Chamber of Commerce requesting Gold Sponsorship for the annual golf tournament. Barkley explained that the city supports the Chamber's golf tournament each year and has for several years as a gold, silver, and hole/tee sponsor as well as participated in the tournament with city teams. Deputy Clerk Barkley requested that the Council sponsor the Chamber's tournament in the amount of $2,000.

Chamber Executive Director Sandy Sills was present and she explained that the 9th annual golf tournament is held at Dinuba Ridge Creek Golf Course.

A motion was made by Council Member Reynosa, second by Council Member Launer, to approve the request for $2,000 Gold Sponsorship for the annual

Chamber of Commerce Golf Tournament.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

8.2. SUBJECT

Resolution No. 2017-10 Approving Program Supplement Agreement for Transporation Grant Funds (BB)

RECOMMENDATION

Council approve the State Department of Transportation Program Supplement Agreement and authorize the City Manager or designee to execute the agreement for transportation-related grant funds in the amount of $30,000.

Public Works Director Beltran told the Council that the city was awarded a grant in the amount of $30,000 from the state Department of Transportation to fund a city-wide inventory study for all collector and arterial intersections. The inventory is intended to determne the adequacy of signage, compliance with California Manual on Uniform Traffic Control Devices and sign reflectivity per federal requirements. Access to the funds can be made only after a local match from the city. The Council must also approve the Program Supplement Agreement. Beltran requested that the Council adopt Resolution 2017-10 and authorize the City Manager or designee to execute all program related agreements.

A motion was made by Vice Mayor Thusu, second by Council Member Morales, to adopt Resolution No. 2017-10 and authorize the City Manager or designee to execute all program related agreements for transportation-related grant funds in the amount of $30,000.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

8.3. SUBJECT

Dinuba Sunrise Rotary Club Request for Sponsorship for Third Annual Spring Banquet on April 14, 2017 (LB)

RECOMMENDATION

Council approve Gold Sponsorship in the amount of $1,000 for the third annual Dinuba Sunrise Rotary Club fundraising Spring Banquet on April 14, 2017.

Deputy Clerk Barkley presented a request from the Dinuba Sunrise Rotary Club to sponsor the Club's third annual Spring Banquet in the amount of $1,000. The Club submitted a request for sponsorship of the event which will be held at the Dinuba Ridge Creek Golf Course on April 14, 2017. Barkley explained that the Club uses the proceeds for community projects and scholarships. The city has sponsored Rotary's banquets in the past and the request to the council is to sponsor the Rotary Spring Banquet in the amount of $1,000.

A motion was made by Vice Mayor Thusu, second by Council Member Reynosa, to sponsor the annual Sunrise Rotary Club Spring Banquet with $1,000.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

8.4. SUBJECT

Fiscal Year 2016-2017 Second Quarter Financial Report (CS)

RECOMMENDATION

Council to accept the second quarter financial report for fiscal year 2017.

Interim Finance Director Sanchez presented the information for the second quarterly report to the City Council.

A motion was made by Vice Mayor Thusu, second by Council Member Launer, to accept the second quarter financial report for fiscal year 2017 as presetned.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

8.5. SUBJECT

Resolution No. 2017-09 Authorizing City Officers to Make Changes in the Local Agency Investment Fund (MM)

RECOMMENDATION

Council adopt Resolution No. 2017-09 authorizing certain city officer(s) to order deposit and withdrawal in the Local Agency Investment Fund.

Administrative Services Director Moreno presented the information for the Council's consideration to authorize city officers to order and withdraw funds in LAIF. Moreno explained briefly what the LAIF transactions are and how they are handled.

A motion was made by Vice Mayor Thusu, second by Council Member Morales, to authorize Administrative Services Director Moreno and Accountant Jho Roldan to be the authorized signers on the City's behalf concerning LAIF transactions.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

8.6. SUBJECT

Proposed Change to Leisure Class Fee Structure (SH)

RECOMMENDATION

Council approve changing the rental fee for leisure classes from a per hour charge to a percentage-based fee structure wherein the registration fees collected are dispersed 70% to the instructor and 30% to the city.

Interim Community Services Director Hurtado presented the information for the Council's consideration. Hurtado proposed a fee structure based on percentage rather than the current fixed fee structure. Hurtado reported that there have not been any leisure classes held at the community center for several years and it is believed that the fee structure is cost prohibitive to the instructors. Hurtado proposed a 70% instructor / 30% City fee structure.

The Council discussed the structure and agreed with the proposed but would like to revisit the item to see how it progresses in 60 days and how the new structure may change participation in leisure classes.

A motion was made by Vice Mayor Thusu, second by Council Member Launer, structure the fees based on percentage value of 70% to the instructor and 30% to the City and directed staff to revisit the process in 60 days.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

9. MAYOR/COUNCIL REPORTS

Mayor Harness said he will have a busy April and plans to call on other council members for assistance with community events.

Vice Mayor Thusu thanked the Council for the way the TEFRA hearing was handled.

10. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported he attended a recent economic development conference in San Diego with Daniel James. He reported he is following some new bills that are designed to help cities incentivize.

11. CITY STAFF COMMUNICATIONS

Chief Popovich reported there have been 3 shootings in the community and all five police investigators are working hard to solve them.

Finance Director Sanchez thanked the Council for the opportunity to work for the City and said this is his last Council meeting.

The Council thanked Sanchez for his assistance during his time with the City.

12. ADJOURNMENT

The meeting adjourned at 8:10 pm.

City Council Staff Report

Department: PUBLIC WORKS April 11, 2017

To: Mayor and City Council

From: Ronald Yamabe, P.E., Consulting Engineer

Subject: Resolution No. 2017-13 Approval of Final Subdivision Map and Agreement for Ridge Creek Ranch Subdivision, Phases 1 & 2 (APN: 012-230-048, 012-240-033, 012-240-035) (RY)

RECOMMENDATION

Council adopt Resolution No. 2017-13 approving a Final Map for Subdivision No. 03-481.07, Ridge Creek Ranch Phase 1 and 2 and authorizing the City Manager to execute the Subdivision Improvement Agreement.

EXECUTIVE SUMMARY

Woodside Homes submitted to complete Application No. 2013-11 to divide property at the Ridge Creek Golf Course, located at 3018 Ridge Creek Drive (APN: 012-230-048, 012-240-033, 012-240-035), into 113 residential lots in two phases. The subdivision was originally approved by the City Council on October 10, 2006, and later revised September 24, 2013. Approval of the Final Subdivision Map and Subdivision Agreement is the final step for the project.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba sold property to Woodside Homes for the development of the Ridge Creek Ranch subdivision. Woodside Homes has submitted the Final Subdivision Map for the project and staff has prepared the Subdivision Agreement for development of the site.

The final Subdivision map and improvement drawings have been reviewed by the City's consulting engineers and are consistent with City and State Standards. The location and configuration of the lots created by the Final Map substantially comply with original approved Tentative Map. There will be no Lighting and Landscape District formed for the subdivision as it will be a private gated community with no public streets.

A Subdivision Improvement Agreement has been prepared for the project. Bonds will have been posted to the City as security for the required improvements and insurance has been satisfactory provided prior to recordation of the Final Map.

Following adoption of Resolution 2017-13, the subject Final Subdivision Map and Subdivision Agreement will be recorded with the Tulare County Recorder's Office. The City will then issue building permits and certificate of occupancy once all of the public improvements have been completed by the Subdivider and accepted by the City.

Resolution No. 2017-13 is enclosed herein as Attachment 'A' and the Final Subdivision Map and Subdivision Improvement Agreement is attached as Exhibit 'A' and Exhibit 'B, respectively.

FISCAL IMPACT

The City will be receiving the normal fees associated with a subdivision including building permits, System Development Charges, Drainage, Park, and Fire Impact Fees at the FY 2006/2007 levels.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment A - Resolution No. 2017-13
Exhibit A - RCR Final Map/PC Documents
Exhibit B - Ridge Creek Ranch Subdivision Agreement

ATTACHMENT "A"
RESOLUTION NO. 2017-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA

Adopting Planning Application No. 2013-11, Ridge Creek Ranch Subdivision, Phases 1 & 2, Final Subdivision Map

WHEREAS, at a meeting held April 11, 2017, the Dinuba City Council considered Application No. 2013-11. The Application submitted by Woodside Homes (Owner/Applicant: 9 River Park Place East, Ste. 430, Fresno CA 93720) seeks approval of a Final Subdivision Map, Ridge Creek Ranch Subdivision, Phases 1 & 2, to subdivide three existing parcels totaling 56.78 acres (APN: 012-230-048, 012-240-033, 012-240-035) into 113 single-family residential lots and 22 common lots for public utilities, pedestrian access, and private street usage, and the dedication of public rights-of-way, as the first two phases of a planned four phase development; and

WHEREAS, the Planning Commission adopted Resolution No. 996 on September 3, 2013 approving the revised Tentative Subdivision Map proposal to subdivide four existing parcels totaling 58.55 acres into 170 single family residential lots, in four phases; and

WHEREAS, City Council has concluded that approval of this project will not result in adverse environmental effects as these have been adequately addressed in an Environmental Impact Report adopted and certified by the Dinuba City Council on July 3, 2006 and no further environmental documentation is required; and

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

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

WHEREAS, the City Council considered the staff report and all testimony presented for the Project and was of the opinion that Application No. 2013-11 should be approved as submitted; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Dinuba hereby adopts Resolution No. 2016-54 and takes the following actions:

1. Adopt Resolution No. 2017-13 approving the Final Subdivision Map for Ridge Creek Ranch Subdivision, Phases 1 & 2.

2. Authorize the City Manager to execute the Subdivision Agreement with the Developer concerning this subdivision and authorize recordation of the Agreement with the Tulare County Recorder's Office.

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

PASSED AND ADOPTED this 11th day of April, 2017 by the following vote:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Scott Harness, Mayor

ATTEST:

_____
Linda Barkley, Deputy City Clerk

RIDGE CREEK RANCH SUBDIVISION, PHASES I & 2

SURVEYOR'S STATEMENT

CITY ENGINEER'S STATEMENT

CITY CLERK'S CERTIFICATE

CITY PLANNING COMMISSION'S STATEMENT

BOARD OF SUPERVISOR'S STATEMENT

RECORDER'S STATEMENT

OWNERS STATEMENT

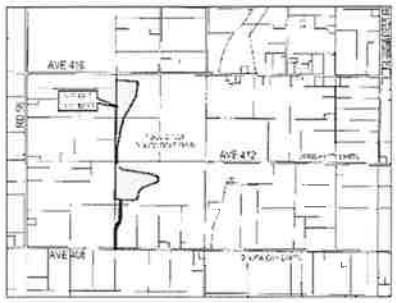
FLOOD HAZARD ZONE

CITY SURVEYOR'S STATEMENT

OWNER/DEVELOPER

PROPERTY DESCRIPTION

VICINITY MAP



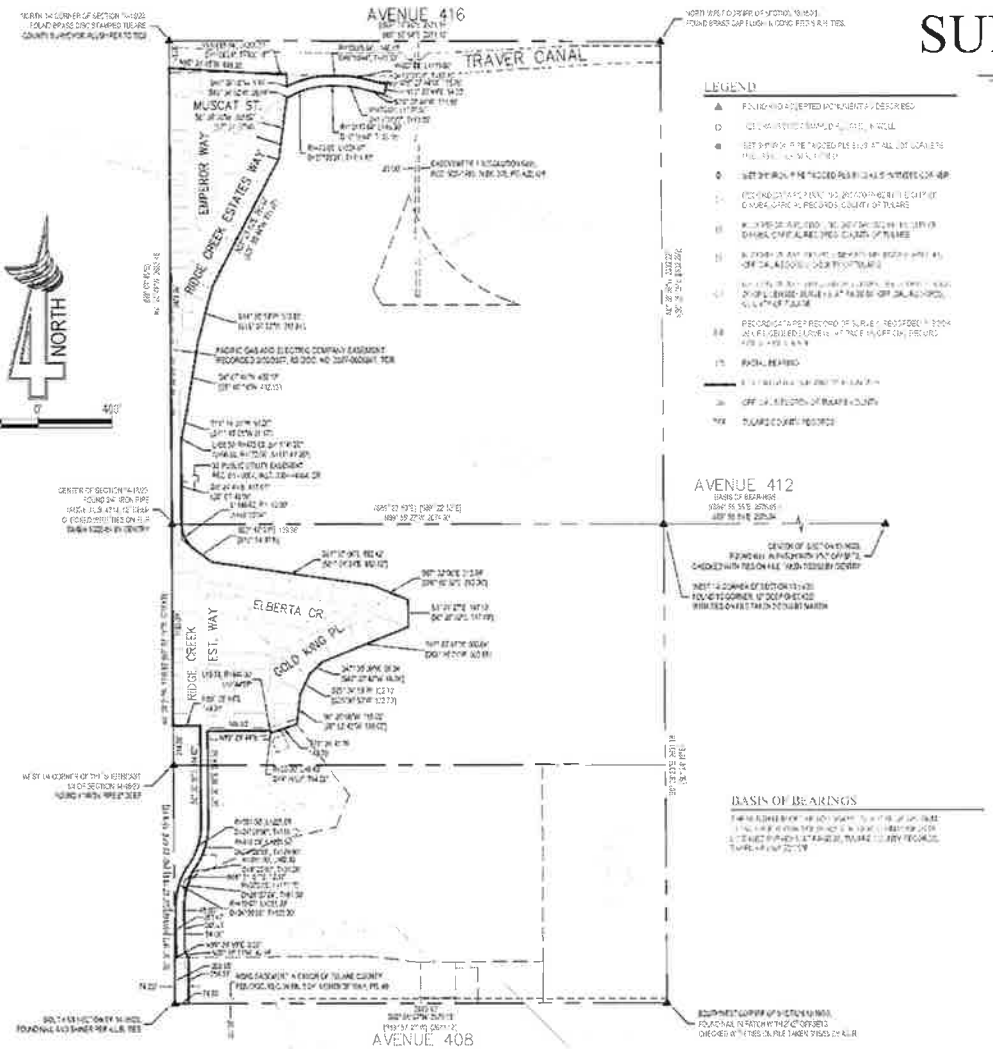
PREPARED BY:

4CREEKS

SHEET 1 OF 6

EXHIBIT "A"
Ridge Creek Ranch Subdivision, Phases 1 & 2
Project Map

RIDGE CREEK RANCH SUBDIVISION, PHASES 1 & 2



LEGEND

BASIS OF BEARINGS

PROPERTY DESCRIPTION

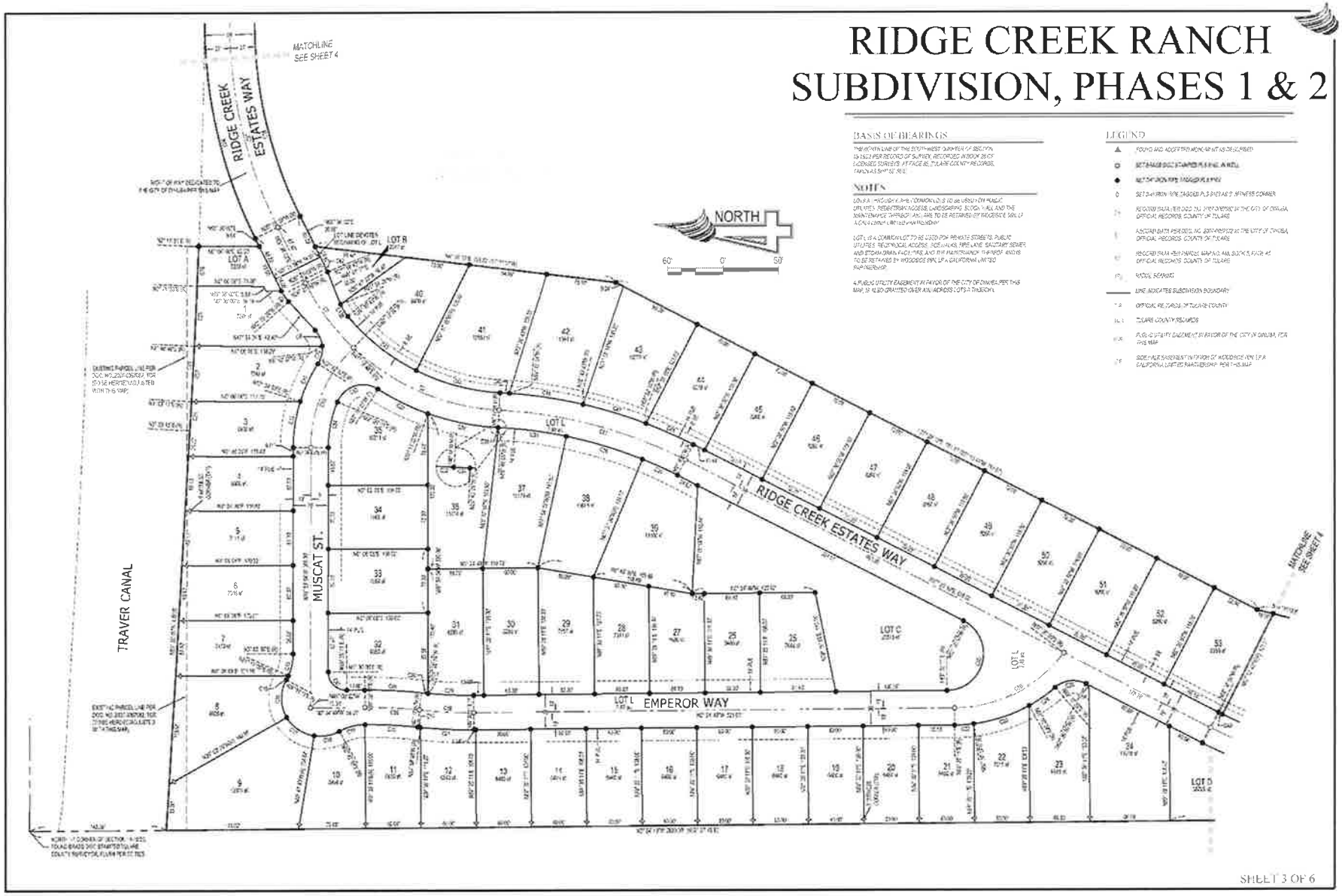
PREPARED BY

4CREEKS

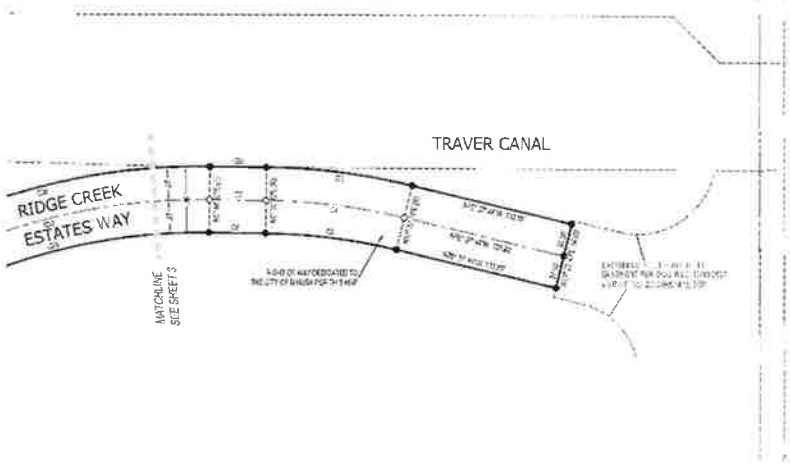
324 S. SANTA FE, STE A
P.O. BOX 7560
VISALIA, CA 93292
TEL 559 627 3052
FAX 559 622 3215

SHEET 2 OF 6

RIDGE CREEK RANCH SUBDIVISION, PHASES 1 & 2



RIDGE CREEK RANCH SUBDIVISION, PHASES 1 & 2



NOTES

LOTS A, B AND D ARE COMMON LOTS TO BE USED FOR PUBLIC UTILITIES, PEDESTRIAN ACCESS, LANDSCAPING, BLOCK WALL AND THE MAINTENANCE THEREOF, AND ARE TO BE RETAINED BY WOODSIDE SIN, LP A CALIFORNIA LIMITED PARTNERSHIP.

LOT L IS A COMMON LOT TO BE DEDICATED PRIVATE STREETS, PUBLIC UTILITIES, RECIPROCAL ACCESS, SIDEWALKS, FIRE LANE, SANITARY SEWER AND STORM DRAIN FACILITIES, AND THE MAINTENANCE THEREOF, AND IS TO BE RETAINED BY WOODSIDE SIN, LP A CALIFORNIA LIMITED PARTNERSHIP.

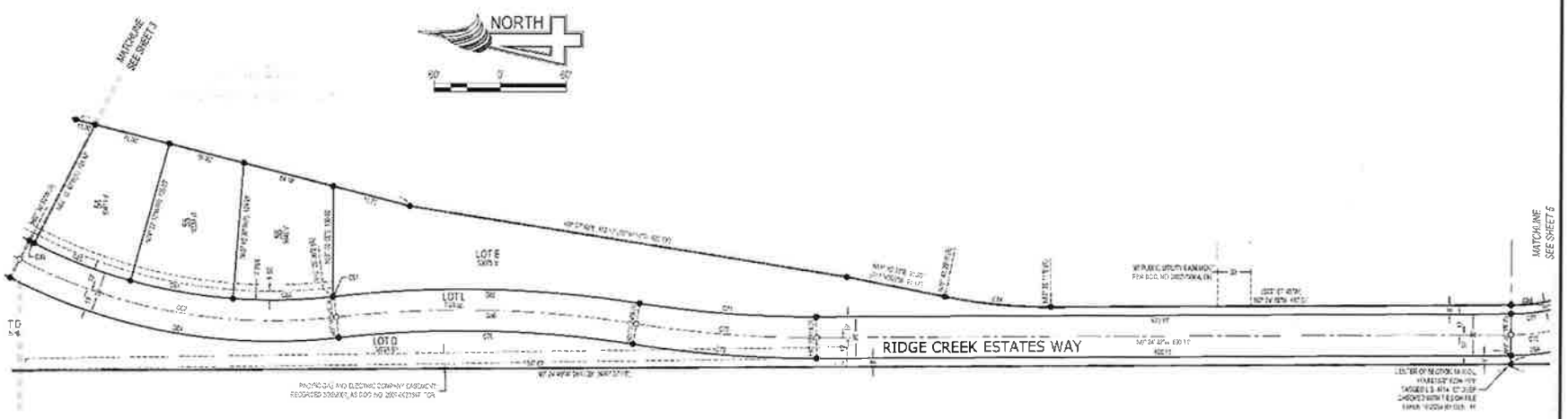
A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF DINUBA PER THIS MAP, IS ALSO GRANTED OVER AND ACROSS LOTS A THROUGH L.

LEGEND

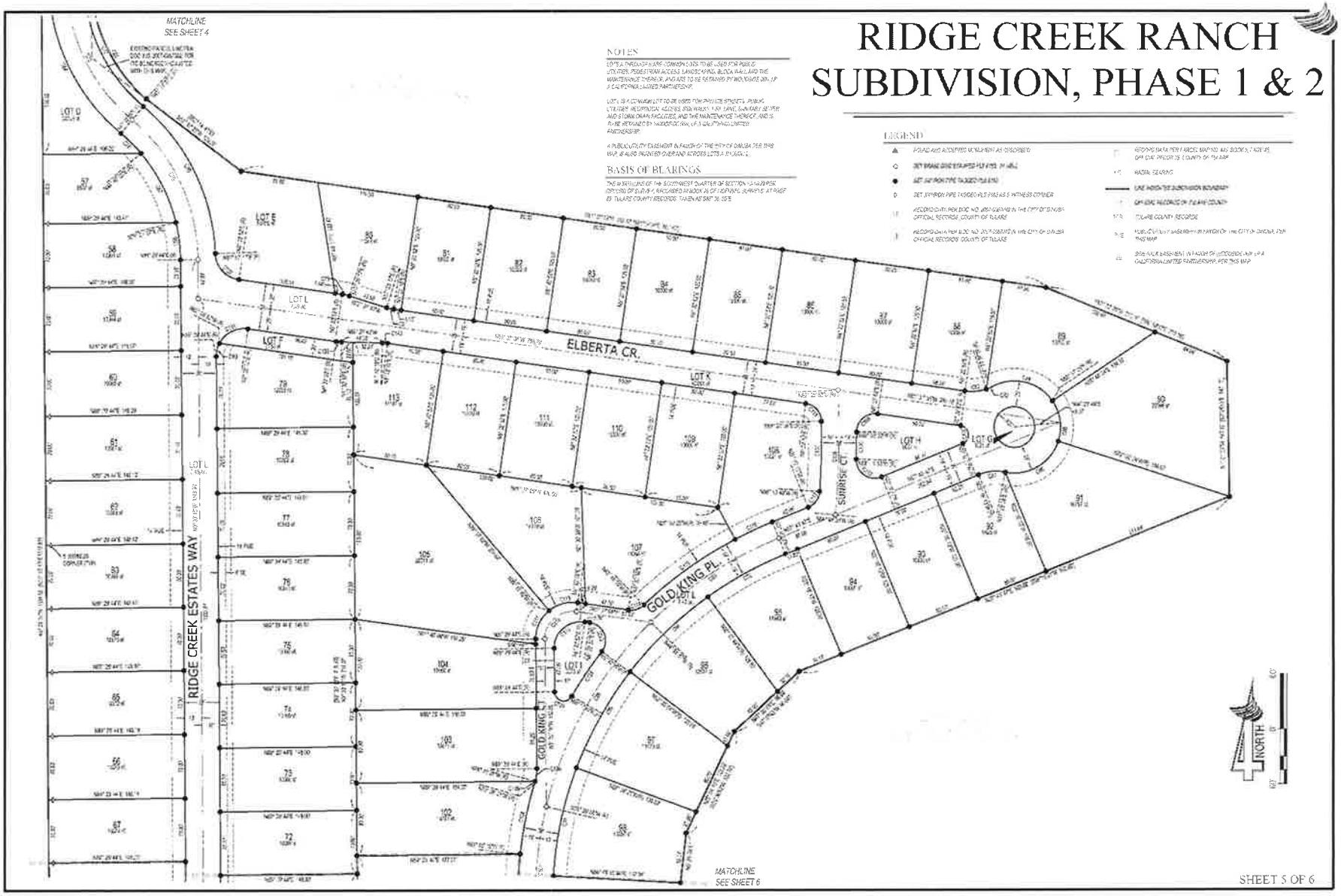
- FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- SET BRASS DISC STAMPED PLS 6161 IN WELL
- SET 3/4" IRON PIPE TAGGED PLS 6161
- SET 3/4" REBAR PIPE TAGGED PLS 6161 AS WITNESS CORNER
- RECORD DATA PER DOC. NO. 2007-0-0-0000 IN THE CITY OF DINUBA, OFFICIAL RECORDS, COUNTY OF TULARE
- RECORD DATA PER DOC. NO. 2007-0-0-0000, IN THE CITY OF DINUBA, OFFICIAL RECORDS, COUNTY OF TULARE
- PUE PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF DINUBA, PER THIS MAP
- SE SIDEWALK EASEMENT IN FAVOR OF WOODSIDE SIN, LP A CALIFORNIA LIMITED PARTNERSHIP, PER THIS MAP
- RECORD DATA PER PARCEL MAP NO. 845, BOOK 9, PAGE 45 OFFICIAL RECORDS, COUNTY OF TULARE
- (R1) RADIAL BEARING
- LINE INDICATES SUBDIVISION BOUNDARY
- OR OFFICIAL RECORDS OF TULARE COUNTY
- T.C.R. TULARE COUNTY RECORDS

BASIS OF BEARINGS

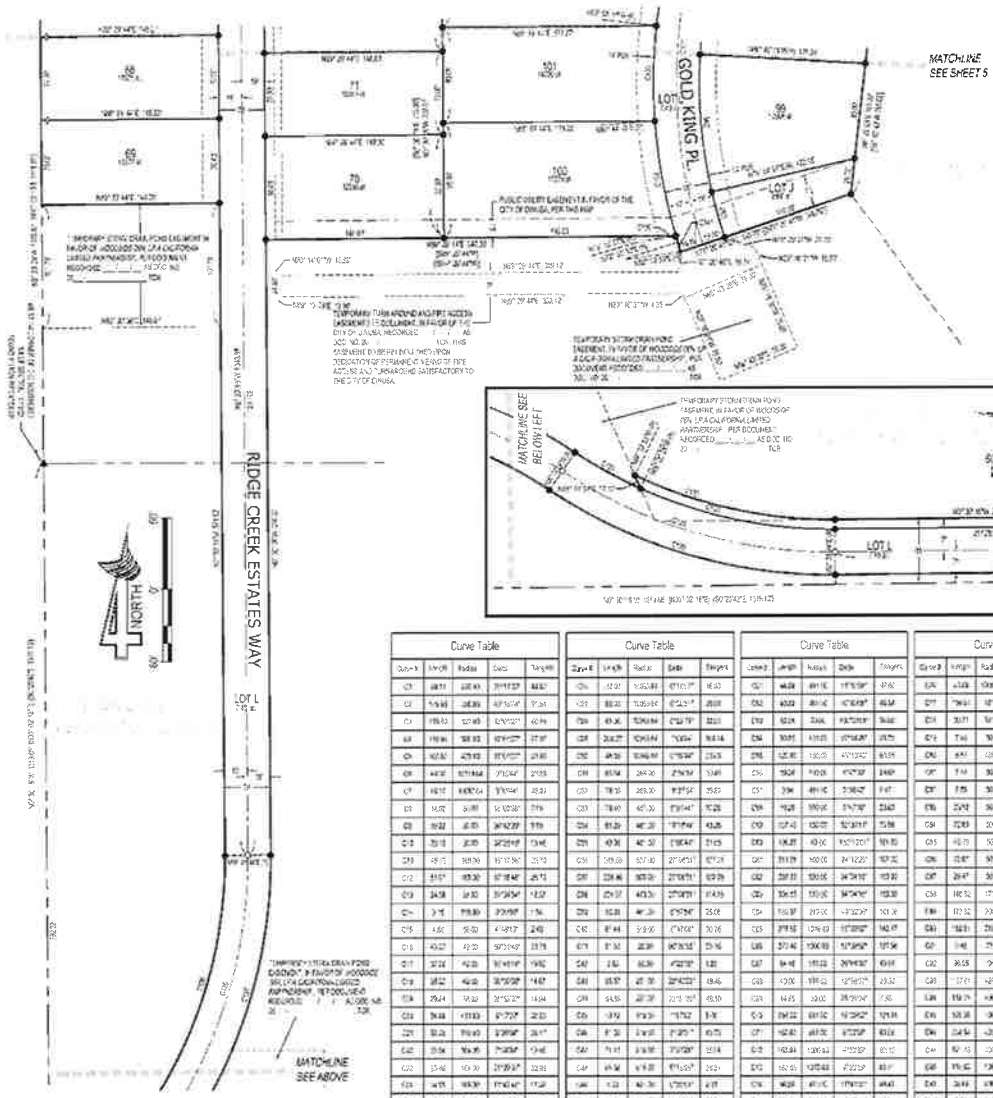
THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 13 AS PER RECORD OF SURVEY RECORDED IN BOOK 25 OF LICENSED SURVEYS, AT PAGE 41, TULARE COUNTY RECORDS, CONSIDERED BASIS OF BEARINGS

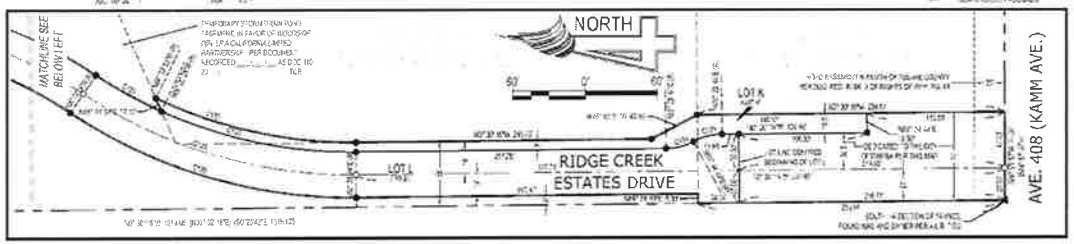


RIDGE CREEK RANCH SUBDIVISION, PHASE 1 & 2



RIDGE CREEK RANCH SUBDIVISION, PHASE 1 & 2





NOTES

LOTS 5 THROUGH 14 ARE DEDICATED TO BE USED FOR PUBLIC UTILITIES, PEDESTRIAN ACCESS, LANDSCAPING, SOUND WALL AND THE MAINTENANCE THEREOF, AND ARE TO BE RETAINED BY WOODSIDE 408, LP A CALIFORNIA LIMITED PARTNERSHIP.

LOT L IS A DEDICATED LOT TO BE USED FOR PRIVATE STREETS, PUBLIC UTILITIES, RECREATIONAL ACCESS, SIDEWALKS, STREETLIGHTS, SIGNAGE, SIGNS AND STORM DRAIN FACILITIES, AND THE MAINTENANCE THEREOF, AND IS TO BE RETAINED BY WOODSIDE 408, LP A CALIFORNIA LIMITED PARTNERSHIP.

A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF DINUBA PER THIS MAP, IS ALSO GRANTED OVER, ON AND ACROSS LOTS 4 THROUGH L.

BASIS OF BEARINGS

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 13-16S-25E PER RECORD OF SURVEY RECORDED IN BOOK 31 OF PROFESSIONAL SURVEYS, AT PAGE 46, TULARE COUNTY RECORDS, TAKEN AS S89° 55' 50"E

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 5/8 INCH REBAR AND PLUG STAMPED "LS 8743", UNLESS OTHERWISE NOTED
- SET 1/2" IRON PIPE WITH PLUG AND TAG STAMPED "LS 8743"
- SET 1/2" IRON PIPE WITH PLUG AND TAG STAMPED "LS 8743" FLUSH WITH CURB
- RECORD DATA PER DOC. NO. 2021-0070070 IN THE CITY OF DINUBA OFFICIAL RECORDS, COUNTY OF TULARE
- RECORD DATA PER DOC. NO. 2021-0070070 IN THE CITY OF DINUBA OFFICIAL RECORDS, COUNTY OF TULARE
- RECORD DATA PER PARCEL MAP NO. 4A, BOOK 5, PAGE 46 OFFICIAL RECORDS, COUNTY OF TULARE
- RADIAL BEARING
- LINE INDICATES SUBDIVISION BOUNDARY
- OFFICIAL RECORDS OF TULARE COUNTY
- TULARE COUNTY RECORDS

LEGEND

- PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF DINUBA, PER THIS MAP
- SIDEWALK EASEMENT IN FAVOR OF WOODSIDE 408, LP A CALIFORNIA LIMITED PARTNERSHIP, PER THIS MAP

Curve Table

Curve #	Length	Radius	Delta	Tangent
C1	28.31	18.00	90°00'00"	18.00
C2	28.31	18.00	90°00'00"	18.00
C3	28.31	18.00	90°00'00"	18.00
C4	28.31	18.00	90°00'00"	18.00
C5	28.31	18.00	90°00'00"	18.00
C6	28.31	18.00	90°00'00"	18.00
C7	28.31	18.00	90°00'00"	18.00
C8	28.31	18.00	90°00'00"	18.00
C9	28.31	18.00	90°00'00"	18.00
C10	28.31	18.00	90°00'00"	18.00
C11	28.31	18.00	90°00'00"	18.00
C12	28.31	18.00	90°00'00"	18.00
C13	28.31	18.00	90°00'00"	18.00
C14	28.31	18.00	90°00'00"	18.00
C15	28.31	18.00	90°00'00"	18.00
C16	28.31	18.00	90°00'00"	18.00
C17	28.31	18.00	90°00'00"	18.00
C18	28.31	18.00	90°00'00"	18.00
C19	28.31	18.00	90°00'00"	18.00
C20	28.31	18.00	90°00'00"	18.00
C21	28.31	18.00	90°00'00"	18.00
C22	28.31	18.00	90°00'00"	18.00
C23	28.31	18.00	90°00'00"	18.00
C24	28.31	18.00	90°00'00"	18.00
C25	28.31	18.00	90°00'00"	18.00
C26	28.31	18.00	90°00'00"	18.00
C27	28.31	18.00	90°00'00"	18.00
C28	28.31	18.00	90°00'00"	18.00
C29	28.31	18.00	90°00'00"	18.00
C30	28.31	18.00	90°00'00"	18.00
C31	28.31	18.00	90°00'00"	18.00
C32	28.31	18.00	90°00'00"	18.00
C33	28.31	18.00	90°00'00"	18.00
C34	28.31	18.00	90°00'00"	18.00
C35	28.31	18.00	90°00'00"	18.00
C36	28.31	18.00	90°00'00"	18.00
C37	28.31	18.00	90°00'00"	18.00
C38	28.31	18.00	90°00'00"	18.00
C39	28.31	18.00	90°00'00"	18.00
C40	28.31	18.00	90°00'00"	18.00
C41	28.31	18.00	90°00'00"	18.00
C42	28.31	18.00	90°00'00"	18.00
C43	28.31	18.00	90°00'00"	18.00
C44	28.31	18.00	90°00'00"	18.00
C45	28.31	18.00	90°00'00"	18.00
C46	28.31	18.00	90°00'00"	18.00
C47	28.31	18.00	90°00'00"	18.00
C48	28.31	18.00	90°00'00"	18.00
C49	28.31	18.00	90°00'00"	18.00
C50	28.31	18.00	90°00'00"	18.00
C51	28.31	18.00	90°00'00"	18.00
C52	28.31	18.00	90°00'00"	18.00
C53	28.31	18.00	90°00'00"	18.00
C54	28.31	18.00	90°00'00"	18.00
C55	28.31	18.00	90°00'00"	18.00
C56	28.31	18.00	90°00'00"	18.00
C57	28.31	18.00	90°00'00"	18.00
C58	28.31	18.00	90°00'00"	18.00
C59	28.31	18.00	90°00'00"	18.00
C60	28.31	18.00	90°00'00"	18.00
C61	28.31	18.00	90°00'00"	18.00
C62	28.31	18.00	90°00'00"	18.00
C63	28.31	18.00	90°00'00"	18.00
C64	28.31	18.00	90°00'00"	18.00
C65	28.31	18.00	90°00'00"	18.00
C66	28.31	18.00	90°00'00"	18.00
C67	28.31	18.00	90°00'00"	18.00
C68	28.31	18.00	90°00'00"	18.00
C69	28.31	18.00	90°00'00"	18.00
C70	28.31	18.00	90°00'00"	18.00
C71	28.31	18.00	90°00'00"	18.00
C72	28.31	18.00	90°00'00"	18.00
C73	28.31	18.00	90°00'00"	18.00
C74	28.31	18.00	90°00'00"	18.00
C75	28.31	18.00	90°00'00"	18.00
C76	28.31	18.00	90°00'00"	18.00
C77	28.31	18.00	90°00'00"	18.00
C78	28.31	18.00	90°00'00"	18.00
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EXHIBIT 'B'

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Manager's Office 559/591-5904
City Attorney 559/437-1770
Administrative Services 559/591-5900
Development Services 559/591-5906
Public Works Services 559/591-5924
Engineering Services 559/591-5906
Parks & Community Services 559/591-5940
Fire/Ambulance Services 559/591-5931
Police Services 559/591-5914

TO: Dinuba Planning Commission

FROM: Dean K. Uota, P.E., City Engineer
Report by: Cristobal Carrillo, Planner I

DATE: September 3, 2013

SUBJECT: Public Hearing to consider Application No. 2013-11, a revision of an existing tentative subdivision map and design guidelines (Application No. 2006-30), for 170 lots.

PROPOSAL:

The purpose of this report is to request that the City of Dinuba Planning Commission consider adoption of Resolution No. 996, permitting the revision of the previously approved Ridge Creek Ranch subdivision and design guidelines, including changing the configuration from 185 lots to 170 lots, located within the Ridge Creek Golf Club, 3018 Ridge Creek Drive.

APPLICANT: Ridge Creek Ranch Partners, LLC.

LOCATION: 3018 Ridge Creek Drive

APNs: 012-023-048, 012-024-033, 035, 039

SITE SIZE: Approximately 58.55 acres

ZONING: R-1-6PUD (Single Family Residential, 6,000 sq. ft. minimum, Precise Plan Overlay)

GENERAL PLAN: Residential – Medium

EXISTING LAND USE: Vacant residential land

ADJACENT LAND USES, ZONING, AND GENERAL PLAN DESIGNATIONS:

Direction	Current Use	Zoning	General Plan
North	Family Tree Farms, Ridge Creek Golf Club	County: AE-20, City: RCO	Commercial - Community
South	Agricultural, Rural Residences	County: AE-20	Urban Reserve
East	Ridge Creek Golf Club	RCO	Public/Semi-Public
West	Agricultural, Rural Residences	County: AE-20	Urban Reserve

HISTORY:

The Ridge Creek Ranch Subdivision was initially approved by the Dinuba Planning Commission (PC) on October 3, 2006 via PC Resolution No. 870. The proposal was for a 391 lot single family subdivision, with a municipal golf course, and percolation ponding basin. The residential subdivision included three distinct developments, The Village (a 75 lot townhouse style development with small parcels), the Estates (a 112 lot development with larger size parcels), and the Lakes (the largest of the developments, with 204 lots of more conventional design). Dinuba City Council (CC) approval was obtained on October 10, 2006.

Subsequent development of the subdivision did not occur due to the decline in the U.S. housing market, among other factors. The subdivision remained active through the approval of a number of State mandated time extensions. Currently, the map has an expiration date of October 10, 2014.

A revision to the Village and Estates portion of the subdivision was submitted to the Dinuba Development Review Committee (DRC) on July 12, 2013. The revisions included replacing the townhouse lots proposed within the Village with single family residential lots, and transforming a portion of the Estates into a gated community. The revisions reduced the total number of lots of the Village and Estates from 185 to 170. The DRC approved the revisions (see attached July 24, 2013 Comment Letter). All comments of the DRC will be incorporated into the Planning Commission Resolution.

The proposal before the PC today will be completed in four phases. The Lakes will remain as initially designed, and will not be affected by the proposal. The Lakes will be subject to all original approvals obtained in 2006.

ANALYSIS:

The revised project will be developed to City of Dinuba planned unit development standards, and area specific standards as described in the revised Ridge Creek Master Planned Community Residential Design Guidelines (a separate document not included in this staff report).

The proposal provides a number of amenities, including open space areas and walkable streets that make the project consistent with City of Dinuba General Plan requirements for community design, housing, public services and facilities (i.e., sewer, water, police and fire protection services), open space, conservation, and recreation. As a planned unit development, the proposal meets Dinuba Zoning Ordinance standards for lot size. Other standards for features such as width and length, are not met but have been deemed by the DRC and Public Works Staff as satisfactory and sufficient for the health, safety, and welfare of the public.

All conditions of previous PC and CC approvals will remain in effect, unless revised within PC Resolution No. 996 and the July 24, 2013 DRC Comment Letter. As stated previously, this approval would not affect the design or configuration of the Lakes portion of the subdivision.

Upon completion of the final map for this project, development of the site will be completed by Ridge Creek Ranch Partners, LLC. The Ridge Creek Golf Club will continue to be owned by the City of Dinuba and operated by Kemper Sports.

ACCESS:

Street	Classification	Right of Way
Avenue 416 (W. El Monte Way)	Arterial	60' (current) 120' (future)
Avenue 412 (W. Sierra Way)	Collector	60'
Avenue 408 (Kamm Avenue)	Arterial	50' (current) 84' (future)

The proposed subdivision map would create additional local roads leading into and throughout the project.

ENVIRONMENTAL ASSESSMENT:

The California Environmental Quality Act (CEQA) and the State Environmental Impact Guidelines require that a public agency prepare an initial study for each project. An Environmental Impact Report (EIR) was filed with the State of California on May 10, 2006 (SCH# 2005101103) and adopted/certified by the Dinuba City Council on July 3, 2006. Any adverse environmental impacts that may occur as a result of this project and its revisions have been adequately addressed by this EIR. Furthermore, it has been determined that there are no other site-specific concerns that justify further investigation.

FINDINGS:

The California Subdivision Map Act requires that the following findings be made prior to approval of a tentative subdivision map:

FINDING NO. 1: THAT THE PROPOSED SUBDIVISION MAP, SUBDIVISION DESIGN, AND IMPROVEMENTS ARE CONSISTENT WITH THE GENERAL PLAN OR ANY APPLICABLE SPECIFIC PLANS OF THE CITY.

The revised tentative subdivision map proposes 170 single-family residential lots on approximately 59 acres. All existing and revised portions of the proposal have been deemed by the DRC and Staff as complying with the requirements of the R-1-6PUD zone and General Plan as a planned unit development. Chapter 17.92 (Planned Unit Developments) of the Dinuba Municipal Code (DMC), states that planned unit developments are encouraged to achieve a more functional and aesthetically pleasing living environment which otherwise might not be possible by strict adherence to the regulations of the DMC. While not meeting all specific regulations of the Zoning Ordinance, the revised subdivision configuration and design guidelines provide a functional and aesthetically pleasing environment for the health, safety, and welfare of the public.

FINDING NO. 2. THAT THE SITE IS PHYSICALLY SUITABLE FOR THE TYPE OF DEVELOPMENT.

The site is generally flat and level making it suitable for development. The project is consistent with nearby properties that have been similarly developed.

FINDING NO. 3: THAT THE DESIGN OF THE SUBDIVISION AND THE IMPROVEMENTS ARE NOT LIKELY TO CAUSE ENVIRONMENTAL DAMAGE OR PUBLIC HEALTH PROBLEMS.

The proposed parcels will be connected to the City's water and sewer systems. It has been determined that the proposal is consistent with the EIR certified and adopted by the Dinuba City Council on July 3, 2006, and as such, any potentially adverse affects that may occur as a result of the project have been adequately addressed by the EIR. No site-specific concerns have been identified that would require additional study.

FINDING NO. 4: THAT THE DESIGN OF THE PROJECT WILL NOT CONFLICT WITH EASEMENTS FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE SUBDIVSION.

The project will not result in any such conflicts.

RECOMMENDATION:

Based on the proposal as presented, Staff recommends that Application No. 2013-11 be approved as presented herein.

ACTION REQUESTED:

It is requested that the Planning Commission conduct a public hearing to take testimony regarding Application No. 2013-11. Following the public hearing, it is requested that the Planning Commission adopt Resolution No. 996, approving the revised tentative subdivision map, the revised Ridge Creek Planned Community Residential Design Guidelines, and forwarding their recommendation to the City Council.

DINUBA PLANNING COMMISSION
RESOLUTION NO. 996
IN THE MATTER OF APPLICATION NO. 2013-11,
A REVISION TO APPLICATION NO. 2006-30, A TENTATIVE SUBDIVISION MAP

WHEREAS, at a regularly held meeting on September 3, 2013, the Dinuba Planning Commission conducted a public hearing to consider Application No. 2013-11, submitted by Ridge Creek Ranch Partners, LLC, requesting a revision to a tentative subdivision map, located at 3018 Ridge Creek Drive (APN: 012-023-048, 012-024-033, 035, 039); and

WHEREAS, the City of Dinuba Municipal Code, Title 16 (Subdivisions) provides for the application for a subdivision; and

WHEREAS, the Planning Commission has concluded that, approval of this project will not result in adverse environmental effects as these have been adequately addressed in an Environmental Impact Report adopted and certified by the Dinuba City Council on July 3, 2006 and no further environmental documentation is required; and

WHEREAS, the Dinuba Planning Commission conducted a public hearing on September 3, 2013, at the regular Commission meeting that was properly noticed pursuant to the Dinuba Municipal Code; and

WHEREAS, the Planning Commission has reviewed and approved the revised Ridge Creek Master Planned Community Residential Design Guidelines; and

WHEREAS, the required findings were made pursuant to Section 66474 of the Subdivision Map Act; and

WHEREAS, the proposal complies with all the requirements and standards listed within Title 16 of the Dinuba Municipal Code as a planned unit development; and

WHEREAS, the developer agrees to adhere to the Conditions of Approval detailed in Attachment "A" of this Resolution; and

WHEREAS, the Planning Commission, having considered the staff report and all testimony presented in this matter, was of the opinion that the revised tentative subdivision map contained within Application No. 2013-11 should be approved as presented; and

NOW, THEREFORE BE IT RESOLVED as follows:

Section 1. The above recitals are true and correct.

Section 2. Following the hearing on the Application for a revision to a tentative subdivision map, Application No. 2013-11 herein, the Planning Commission of the City of Dinuba does hereby affirm in its entirety and adopts by incorporation the attached Findings, Decision and Order granting Application No. 2013-11.

Section 3. The City Clerk is directed to serve by mail a copy of this Resolution and the attached Written Decision to the Applicant. The Applicant is hereby notified that pursuant to the Code of Civil Procedure Section 1094.6, the time within which judicial review must be sought of this decision and

of the decision of the Planning Commission shall be governed by the provisions of Code of Civil Procedure 1094.6.

Section 4. The Chair is hereby authorized to execute the attached Findings, Decision and Order.

Section 5. Pursuant to Dinuba Municipal Code Section 17.04.140 any person aggrieved by a final decision of the Planning Commission may appeal the decision to the City Council within fifteen (15) days of the date the decision is final, which date is the date of mailing of this Resolution and Decision.

Section 6. The Dinuba Planning Commission hereby adopts Resolution No. 996, forwarding its recommendation of approval of Application No. 2013-11, a revision to a tentative subdivision map and Ridge Creek Planned Community Residential Design Guidelines, to the Dinuba City Council.

I hereby certify that the foregoing resolution was duly passed and adopted by the Dinuba Planning Commission at a regular meeting held on the 3rd of September, 2013, upon a motion by Commissioner _____, and seconded by Commissioner_____.
And by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest: _____
Dean K. Uota, P.E., Secretary
Dinuba Planning Commission

_____
Dr. Terry McKittrick, Chair
Dinuba Planning Commission

Attachment "A"
Conditions of Approval
Application No. 2013-11

1. The Applicant shall comply with conditions set forth in Title 16 of the Dinuba Municipal Code.

2. The Applicant shall comply with all conditions set forth within Planning Commission Resolution No. 870.

3. Compliance with all conditions set forth within City Council Resolution No. 2006-107.

4. The Applicant shall comply with all conditions listed within the attached July 24, 2013 Development Review Committee Comment Letter.

5. The Applicant shall comply with all guidelines of the revised Ridge Creek Master Planned Community Residential Design Guidelines.

6. The Applicant shall formally enter all revisions and omissions into the text of the aforementioned Residential Design Guidelines, including, but not limited to, providing a new site plan for the cover, new street cross sections, and noting the revision date.

7. The tentative map shall expire 24 months after its approval unless an extension is requested from and granted by the Planning Commission.

8. The Lakes portion of the Ridge Creek Ranch Subdivision (APN: 012-290-049) shall not be affected by any new conditions listed within Planning Commission Resolution No. 996.

9. Unless otherwise specified in the Development Agreement, all Land System Development Charges, Storm Drainage Feeds, Fire Impact Fees, and Park Fees shall be paid upon the filing of the Final Map, per the FY 2006-07 Fees Schedule.

July 24, 2013 Dinuba Development Review Committee Comment Letter

City Manager's Office
559591-5934

City Attorney
559591-5790

Administrative Services
559591-5940

Development Services
559591-5936

Public Works Services
559591-5921

Engineering Services
559591-5966

Parks & Community Services
559591-5930

Fire Assistance Services
559591-5941

Police Services
559591-5914

July 24, 2013

Ridge Creek Ranch Partners, LLC
C/O Mark Davis
1510 Sonnys Way
Hollister, CA 95023

Re: Dinuba Development Review Committee Comment Letter
Ridge Creek Ranch Subdivision, Revised Tentative Subdivision Map
3018 Ridge Creek Drive, Dinuba CA

Dear Mr. Davis,

The City of Dinuba Development Review Committee (DRC) met on July 12, 2013 to review the design features of the subject Tentative Subdivision Map revision. The DRC provided the following comments/conditions:

1. The proposal shall require review and approval by the Dinuba Planning Commission City Council, and final map approval by the Dinuba City Council.
2. Lots 141 and 142 shall meet the minimum 40' foot frontage requirement listed within the Ridge Creek Master Planned Community Residential Design Guidelines (RCDG).
3. The Applicant shall remove Lots I and R to allow better access for emergency vehicles to the gated community area.
4. The Applicant shall revise the title of the map to match the proposed name of the subdivision.
5. The Applicant shall comply with all requirements of Chapter 17.92 (Planned Unit Developments) of the Dinuba Municipal Code.
6. Conditions set forth in the July 12, 2013 meeting of the DRC shall only affect the Village and Estates portions of the previously approved Ridge Creek Subdivision Tentative Map.
7. The Applicant shall comply with all Conditions of Approval listed within Planning Commission Resolution No. 870 and City Council Resolution No. 2006-107, including conformance with the RCDG.
8. Standards within the RCDG which are no longer feasible due to market conditions shall be removed. This includes standards for "Small Lots", "Townhomes", and "Streets – Alleys".
9. The RCDG shall be revised to reflect proposed fencing and wall treatments as shown in Attachment F-3 of the July 12, 2013 DRC submission.

10. The Applicant shall ensure the creation of a walkable subdivision through conformance with the standards of the RCDG.
11. The proposed width of Street B shall be increased to meet minimum City Standards to allow for emergency vehicle access.
12. All proposed streets shall comply with City Standards and the RCDG.
13. The gate located at the entrance to the Ridge Creek Golf Club (RCGC) shall be relocated to south of the existing entrance water feature prior to construction of residential areas to allow access to said areas outside of RCGC operating hours.
14. All proposed street lighting shall comply with City Standards and the RCDG.
15. All street names shall be in conformance with City Standards.
16. The Applicant shall construct functioning fire hydrants prior to residential sstructure construction.
17. All development shall be designed to route storm water discharge to the adjoining golf course subject to the review of RCGC management.
18. The design of all through roads should be wide enough to allow the passage of two vehicles, one of which being a disposal vehicle.
19. The Applicant shall provide ample room for curb placement of cans as well as room at each residential property for storage.
20. All landscaped areas shall be maintained (including formation of a Landscaping and Lighting Assessment District) to City Standards and the RCDG, including all proposed open space areas.
21. Areas to be dedicated to the City shall be fully improved, including plantings and irrigation by the Applicant prior to acceptance of said properties by the City.
22. A Knox Box key storage unit shall be furnished/installed at the entrance to the gated community area.
23. Provide common code access to the Dinuba Police Department for all gated community entrances.

The site plan (with the above indicated revisions) has been determined to be sufficient for further processing. Once the above corrections have been made to the site plan, the Applicant can submit same to the Public Works Department for review by the Dinuba Planning Commission.

If you have any questions, please contact Cristobal Carrillo, Planner I, at (559) 591-5924, ext. 104 or at ccarrillo@dinuba.ca.gov.

Regards,

Dean K. Uota

Dean K. Uota, P.E.
City Engineer

copy: Blanca Beltran, PW Director, Devon Popovich, PD Chief, Russell Son, PD, Ed Todd, City Manager, Beth Nunes, Deputy City Manager, Ismael Hernandez, PW, Jayne Anderson, Assistant City Manager, Javier Cavasos, AID, Rick Hartley, Building Official, Frank Rios, DUSD, Henry Moreno, DUSD, Sean Doyle, Fire Dept., Chad Thompson, Fire Dept Chief, John Carrillo, Community Services, Art Pena, Pena's Disposal

PC RESOLUTION NO. 870

DINUBA PLANNING COMMISSION
RESOLUTION NO. 870
IN THE MATTER OF APPLICATION NO. 2006-30,
APPROVAL OF A TENTATIVE SUBDIVISION MAP FOR
CITY OF DINUBA REDEVELOPMENT AGENCY-RIDGE CREEK SUBDIVISION

WHEREAS, at a regularly held meeting on October 3, 2006, the Dinuba Planning Commission considered Application No. 2006-30, Assessor's Parcel Numbers 012-023-31, -32, -33, 012-024-04, 010, 011, 0-26, and 012-029-034, submitted by the City of Dinuba Redevelopment Agency, seeking approval of a tentative subdivision map containing a single family subdivision, municipal golf course, and percolation ponding basins; and

WHEREAS, the Planning Commission has reviewed and approved the Ridge Creek Master Planned Community Residential Design Guidelines; and

WHEREAS, the Planning Commission has concluded that, approval of this project will not result in adverse environmental effects as these have been adequately addressed in an Environmental Impact Report adopted and certified by the Dinuba City Council on July 3, 2006 and no further environmental documentation is required; and

WHEREAS, the required findings were made pursuant to Section 66474 of the Subdivision Map Act; and

WHEREAS, the developer agrees to adhere to the Conditions of Approval detailed in Attachment "A" of this Resolution; and

WHEREAS, the Planning Commission, having considered the staff report and all testimony presented in this matter, was of the opinion that the tentative subdivision map contained within Application No. 2006-30 should be approved as presented; and

NOW, THEREFORE BE IT RESOLVED that the Dinuba Planning Commission hereby approves the tentative subdivision map detailed within Application 2006-30 and Ridge Creek Planned Community Residential Design Guidelines, and forwards its recommendation to the Dinuba City Council.

I hereby certify that the foregoing resolution was duly passed and adopted by the Dinuba Planning Commission at a regular meeting held on the 3rd of October 2006, upon a motion by Commissioner Hurst, and seconded by Commissioner Mullen.
And by the following vote:

AYES: Gomez, Hurst, Mullen

NOES: None

ABSENT: Franzen

ABSTAIN: None

Attest: Daniel L. Meinert, Secretary
Dinuba Planning Commission

Jose Gomez, Vice-Chair
Dinuba Planning Commission

Attachment "A"
Conditions of Approval
Application No. 2006-30

1. Compliance with conditions set forth in Title 16 of the Dinuba Municipal Code.

2. The tentative map shall expire 24 months after its approval unless an extension is requested from and granted by the Planning Commission.

3. Unless otherwise specified in the Development Agreement, all Land System Development Charges, Storm Drainage Feeds, Fire Impact Fees, and Park Fees shall be paid upon the filing of the Final Map, per the FY 2006-07 Fees Schedule.

4. A Landscape and Lighting District shall be recorded with the final map, in accordance with the Landscape and Lighting Act of 1972 *et seq.*, and prior to the sale of any lot to a private individual. This district shall cover the map area, and will provide funding for the maintenance of the streetlights and landscaped corridors.

5. Compliance with the regulations of the Pacific Gas and Electric Company, AT&T Telephone Company, Comcast Cable Company, and Southern California Gas Company.

6. All on-site services including, but not limited to, electrical cable, gas lines, and television/internet cable, shall be installed underground in a manner that shall be approved by the City of Dinuba.

7. Installation of all public infrastructures shall be at the developer's expense and shall be in compliance with the City of Dinuba Public Improvement Standards. No street block length shall exceed 950 feet as measured from centerline to centerline of intersecting streets.

8. Strict adherence to the standards, requirements, etcetera, contained in the Ridge Creek Planned Community Residential Design Guidelines. Ridge Creek Planned Community Residential Design Guidelines include items such as special street standards for travel lanes, medians, linear park, parking, parkway strips, and sidewalks. Also, as contained in the Ridge Creek Planned Community Residential Design Guidelines, design standards and features will apply for pedestrian trails, planted areas, walls and fences, perimeter walls, residential fencing, pond fencing, street lighting, and pedestrian lighting within the park/trail/open space areas.

9. Entrance treatments will be required on all streets entering the subdivision that intersect with Kamm Avenue and Sierra Way. Entrance treatments shall contain adhere to the decorative treatments as specified in the Ridge Creek Planned Community Residential Design Guidelines such as landscaped turf areas, trees and shrubs, and decorative stamped concrete paving, signage, or other suitable treatments.

10. Significant entrance treatment that will include landscaped turf areas, trees and shrubs, and decorative stamped concrete paving, signage, and a possible water feature (fountain) shall be installed at the north entrance off W. El Monte Way (Road 416).

11. All work done within the City right-of-way shall require an encroachment permit issued by the City.

12. All required engineering plans must be prepared by a registered civil engineer.

13. Public utility easements shall be established as required by the City.

14. Any existing non-municipal water wells and/or septic systems shall be abandoned, filled, and sealed per City of Dinuba Public Improvement Standards.

15. The developer shall be responsible for all actions of his contractors and sub-contractors until such time as the improvements have been accepted by the City.

16. A grading plan and soils report shall be submitted to the City.

17. A complete storm-water drainage plan shall be submitted to and approved by the City prior to final map approval. Storm drainage design shall be in accordance with the City of Dinuba Storm Drainage Master Plan.

18. All percolation bonding basins shall be constructed to City of Dinuba standards by the developer as depicted on the tentative and subsequent final subdivision map and shall be dedicated to the City of Dinuba upon completion. Landscaping, fencing, and other design features will conform to the requirements specified in the Ridge Creek Planned Community Residential Design Guidelines.

19. A National Pollutant Discharge Elimination System (NPDES) storm-water permit shall be required for construction, including a storm-water pollution prevention plan.

20. The developer shall contact the United States Postal Service, Dinuba Office, for the location of and type of mailboxes to be installed, subject to the approval of the City. Location of mailboxes shall be indicated on the improvement drawings.

21. Any easements for active irrigation lines shall be shown on the map. No unused irrigation lines shall remain within the lot lines. The developer must coordinate with the Alta Irrigation District to relocate or abandon any irrigation lines.

22. All open trenches adjacent to public streets shall be covered at the end of work daily.

23. In order to provide reasonable municipal protection during all phases of construction, the development shall be maintained passable by emergency vehicles at all times.

24. Before final inspection of the subdivision, all street surfaces shall be sealed in accordance with City of Dinuba Public Improvement Standards.

25. Variable front yard setbacks as specified in the Ridge Creek Planned Community Residential Design Guidelines shall be provided subject to approval at the time of building permit issuance.

26. Public infrastructure shall be completed and accepted by the City prior to issuance of any building permits, excepting up to five (5) models with no occupancy.

27. All on-site services including, but not limited to, electrical cable, gas lines, and television/internet cable, shall be installed underground in a manner that shall be approved by the City of Dinuba.

28. All street names shall conform to the City of Dinuba street naming policy.

29. Street name signs and traffic signs shall be installed according to the City of Dinuba Public Improvement Standards.

30. In addition to compliance with Regulation VIII (Fugitive PM10 Prohibitions) of the San Joaquin Valley Unified Air Pollution Control District, the developer shall continually maintain all pavement by keeping it clear of dirt and dust during construction activities.

31. Compliance with any rules, regulations, or permits required by the San Joaquin Valley Unified Air Pollution Control District.

32. A Development Agreement shall be approved by the City of Dinuba and the developer prior to Final Map Approval.

CC RESOLUTION NO. 2006-107

DINUBA CITY COUNCIL
RESOLUTION NO. 2006-107

IN THE MATTER OF APPLICATION 2006-30
CITY OF DINUBA REDEVELOPMENT AGENCY SUBDIVISION MAP,
APPROVING RIDGE CREEK
VESTING TENTATIVE SUBDIVISION TRACT MAP

WHEREAS, at a regularly scheduled meeting held October 10, 2006, the Dinuba City Council considered Application 2006-30. The applicant is the City of Dinuba Redevelopment Agency seeking approval of a Vesting Tentative Subdivision Map, Ridge Creek, to subdivide approximately 355.0 acres into 391 single-family lots and a municipal golf course, and the dedication of public right of way; and

WHEREAS, City Council having considered the environmental documentation presented in this matter, determined that the project will not have any adverse effect on the environment, as specified in the proposed negative declaration in accordance with CEQA Guidelines 15162, that no further environmental documentation is required; and

WHEREAS, This proposal is consistent with the Dinuba Housing Element, General Plan designation of medium density residential and zoning of R-1-6; and

WHEREAS, City Council considered the staff report and all public testimony presented for the project and was of the opinion that Application 2006-30 should be approved as submitted; and

WHEREAS, City Council did upon due consideration make all mandatory findings as prescribed in Chapter 16 of the Dinuba Municipal Code and State Subdivision Map Act, as stated in the staff report Exhibit "1".

NOW, THEREFORE BE IT RESOLVED, the Dinuba City Council hereby takes the following actions:

1. Adopted Resolution 2006-107 approving Ridge Creek, Vesting Tentative Subdivision Map.
2. Authorized the City Manager to enter into a development agreement with the developer(s) concerning this subdivision.
3. Accepted all dedications and authorized the recordation of the map with the Tulare County Recorders office once all conditions have been satisfied.

The foregoing was duly passed and adopted by the Dinuba City Council at their meeting held on October 10, 2006, by the following vote:

AYES: Payan, Wallace, Smith, McKittrick, Morales

NOES: None

ABSENT: None

ABSTAIN: None

Mike Smith

MIKE SMITH
Mayor of the City of Dinuba

ATTEST:

J. EDWARD TODD
City Clerk

BEFORE THE PLANNING COMMISSION

CITY OF DINUBA

STATE OF CALIFORNIA

In the matter of the Revised Tentative Subdivision Map, Application No. 2013-11 Re: 3018 Ridge Creek Drive, Dinuba, California, RIDGE CREEK RANCH PARTNERS, LLC, Applicant.	**FINDINGS, DECISION AND ORDER GRANTING A REVISED TENTATIVE SUBDIVISION MAP**

The Application for a Revised Tentative Subdivision Map by _____ (hereinafter "Applicant") came on regularly for hearing in front of the City of Dinuba Planning Commission (hereinafter "Commission") on _____, 2013, at Dinuba City Council Chambers, at 6:30 p.m. Present were Commissioners _____ and _____, who served as Chair of the hearing. The Applicant was _____, represented by _____. The City of Dinuba was present, represented by Blanca Beltran, Public Works Director, Dean K. Uota, P.E., City Engineer, Rick Hartley, Building Official, Cristobal Carrillo, Planner I, and Crystal Yanez, Recording Secretary and Accounting Technician. The hearing was open. Crystal Yanez served as secretary for the Commission.

The Chair opened the public hearing and testimony, both oral and documentary, was taken by the Commission.

EVIDENCE

_____, _____, Dinuba, California 93618, spoke in _____ to the granting of the Conditional Use Permit. _____ testified that the Commission should _____ the request, stating _____

FINDINGS

1. The Commission finds that each Planning Commissioner has individually considered the matter, heard the evidence, read the Planning Commission Staff Report and other evidence produced and public testimony produced at the hearing in this matter.

2. The Commission finds that the Applicant and all others have had a full opportunity to present oral and documentary evidence at the hearing and full opportunity to rebut oral and documentary evidence presented by other parties at the hearing.

3. The Commission finds this matter was duly noticed by the Commission Secretary for hearing on September 3, 2013 and that all persons who needed to be noticed were noticed by the Clerk.

4. The Commission finds that the Applicant filed a complete Application and paid the fees as required by the Dinuba Municipal Code.

5. The Commission finds that on September 3, 2013, the Commission held a public hearing regarding the Application for a revision to a tentative subdivision map and design guidelines, Application No. 2013-11, located at 3018 Ridge Creek Drive, Dinuba, California.

6. The Commission finds that the revision is permitted pursuant to the Dinuba Municipal Code with the filing of a revised tentative subdivision map.

7. The Commission finds that the proposed subdivision map, design, and improvements are consistent with the General Plan and/or any applicable specific plans of the City.

8. The Commission finds that site for the proposed development is physically suitable.

9. The Commission finds that the design of the subdivision and improvements are not likely to cause environmental damage or public health problems.

10. The Commission finds that the design of the project will not conflict with easements for access through or use of property within the subdivision.

11. The Commission finds that there was substantial evidence to show that the proposed subdivision revision will have no adverse effect on abutting property owners or the permitted use thereof.

12. The Commission finds that the Staff provided notice to all persons and all agencies that the Staff is legally required to notice.

13. The Commission finds that the posting of the Agenda provides notice to all persons and all other agencies of the actions planned to be taken by the Commission.

14. The Commission finds that the conditions as set forth on the proposed Resolution No. 996 are reasonable and necessary and serve to protect the health, safety and welfare of the residents of Dinuba.

DECISION

Based on the findings above, on a motion by Commissioner _____ to approve and grant Application No. 2013-11 for a revision to a tentative subdivision and design guidelines. The motion was seconded by Commissioner _____. The Commission voted __ -__ to pass the motion.

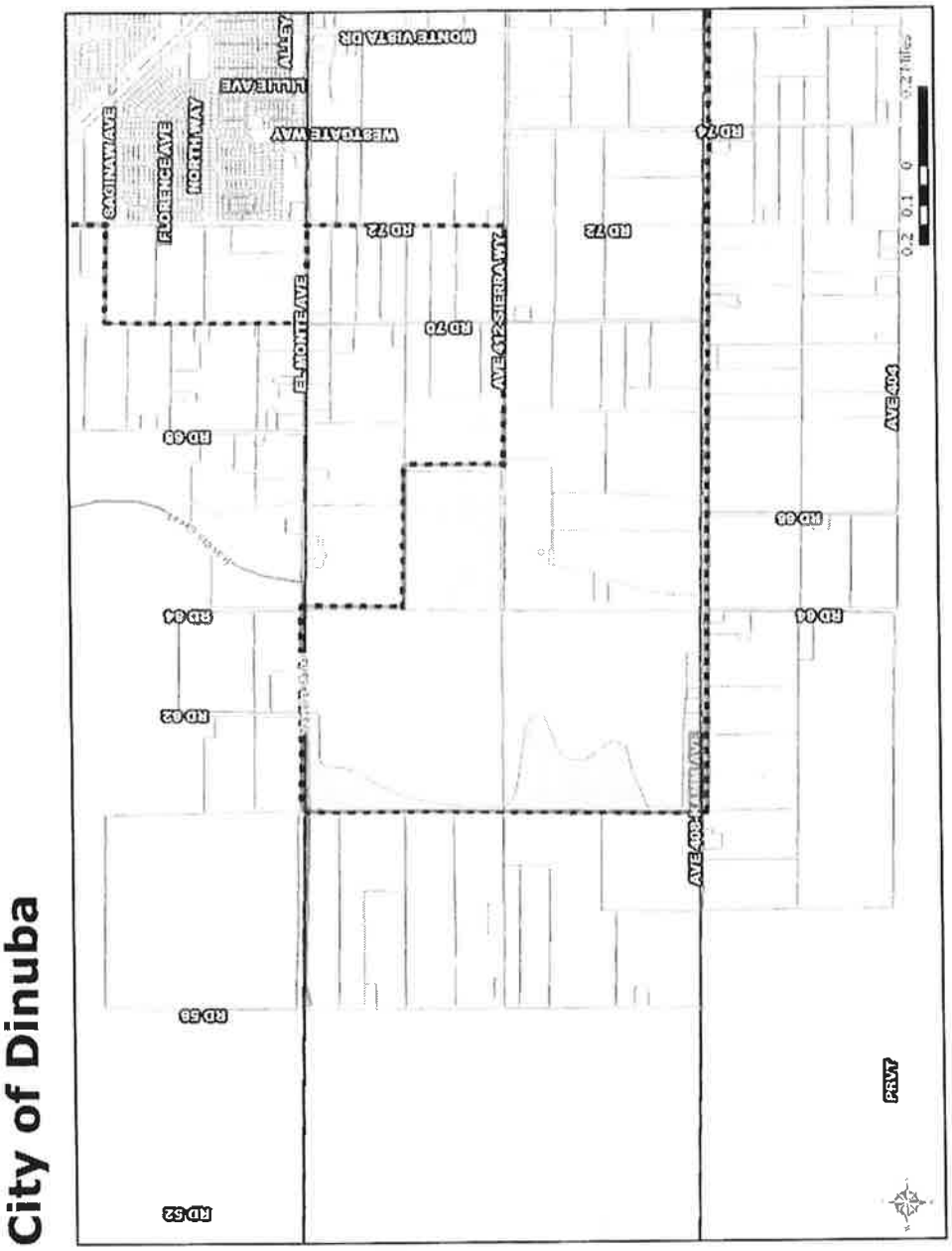
Pursuant to the Dinuba Municipal Code, any appeal of this decision must be made within fifteen (15) days after the decision is delivered to the Clerk.

I hereby certify that the foregoing is the decision of the Planning Commission of the City of Dinuba in the above-entitled matter.

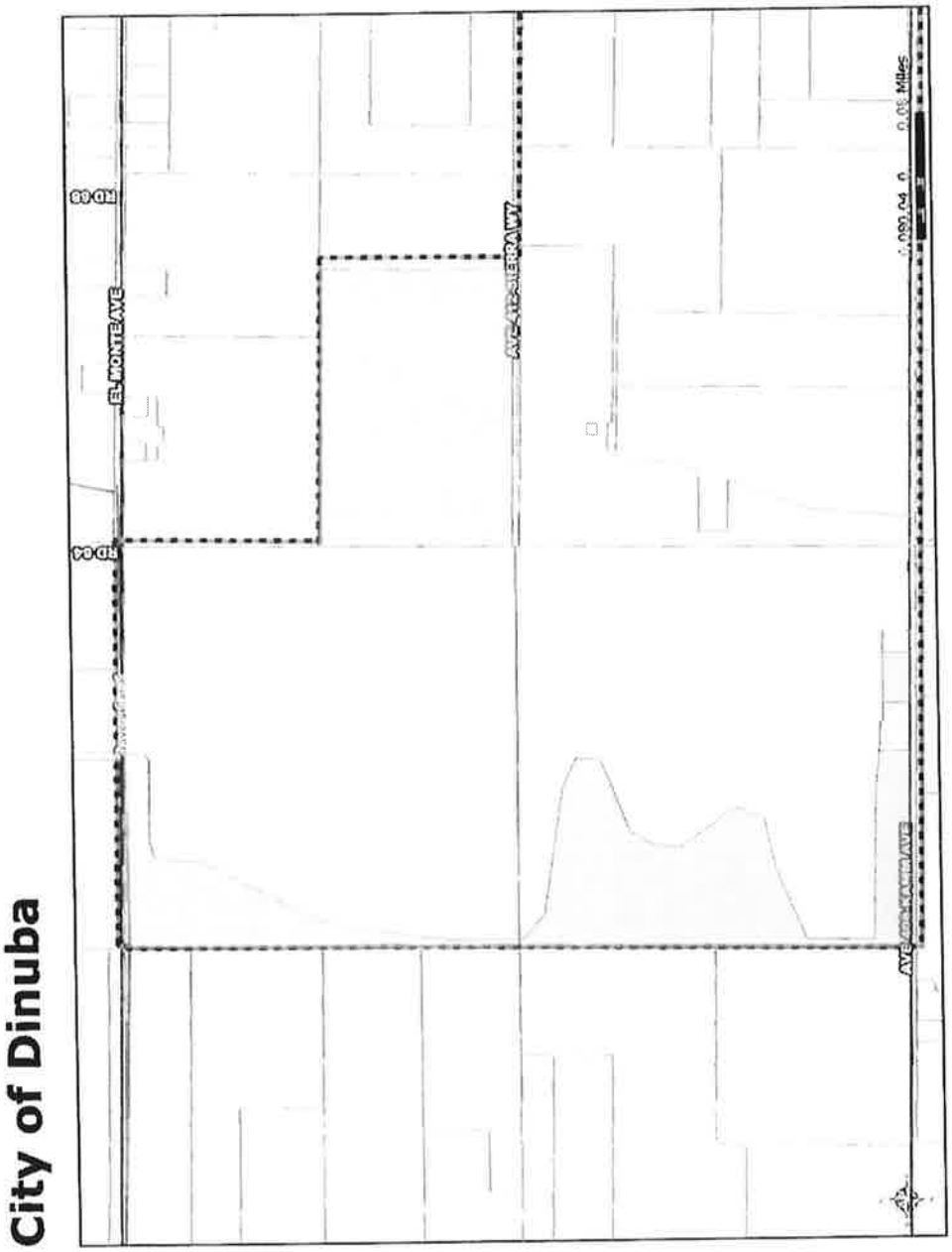
Dated: September 3, 2013

_____
Dr. J. Terry McKittrick, Chair

VICINITY MAP



LOCATION MAP



NOTICE OF PUBLIC HEARING
CITY OF DINUBA
DINUBA PLANNING COMMISSION

WHAT'S BEING PLANNED:

The Dinuba Planning Commission is scheduled to consider the following proposals:

Application No. 2013-09, Road Name Change
Application No. 2013-11, Revised Tentative Subdivision Map

When and Where:

6:30 p.m., Tuesday, September 3, 2013
Council Chamber, City Hall
405 E. El Monte Way

Applicant:

Item 1: City of Dinuba
Item 2: Ridge Creek Ranch Partners, LLC

Location:

Item 1: Auto Mall Drive, between W. El Monte Way and the Best Buy Distribution Center
Item 2: 3018 Ridge Creek Drive, APN: 012-023-048, 012-024-033, 035, 039.

Proposal:

Item 1: Proposal to change the name of Auto Mall Drive to Westgate Way.
Item 2: Revise the approved Ridge Creek Tentative Subdivision Map to convert proposed townhouse lots into single family lots, and convert a portion into a gated community.

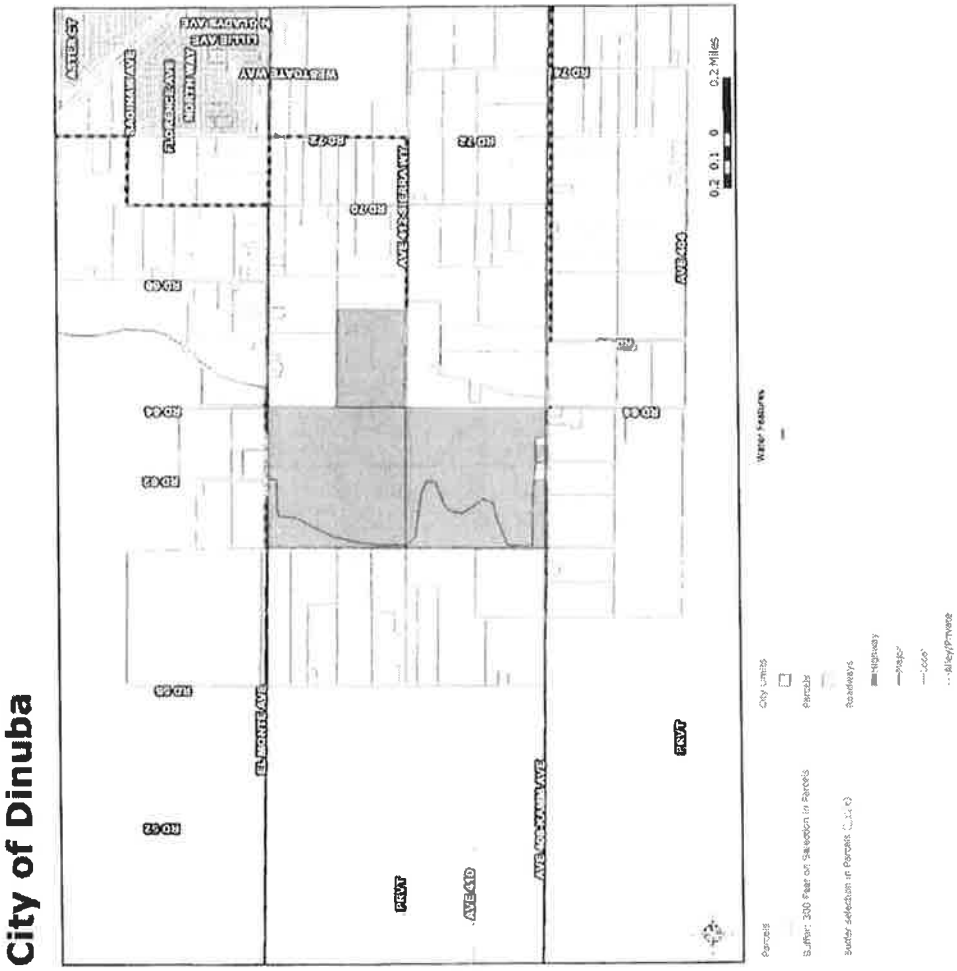
Notice is hereby given that an environmental assessment has been conducted for the project identified above. It has been determined that the proposal will not have potential adverse effects on the environment; these impacts have been adequately addressed by the 2008 General Plan Update, Environmental Impact Report.

Contact:

If you desire more information or wish to view the staff report for this project, please contact Mr. Cristobal Carrillo, Planner I, City of Dinuba, Public Works, 1088 E. Kamm Avenue. Mr. Carrillo can also be contacted at (559) 591-5924 or at ccarrillo@dinuba.ca.gov.

Publish: Publish in the Dinuba Sentinel August 22, 2013.

Property Within 300' of Application No. 2013-11



Property Owners Within 300' of Application No. 2013-11

DINUBA CITY OF
405 E EL MONTE WAY
DINUBA CA 93618

DINUBA CITY OF
405 E EL MONTE WAY
DINUBA CA 93618

OLESKY RICHARD
6306 AVE 408
DINUBA CA 93618

FEBRES MARIO S & LORA J
6208 AVE 408
DINUBA CA 93618

NICKEL EARL & MARY JANE (LE)
C/O CITY OF DINUBA
ATTN ROY RAMIREZ
405 E EL MONTE WAY
DINUBA CA 93618

DINUBA CITY OF
405 E EL MONTE WAY
DINUBA CA 93618

DINUBA CITY OF
405 E EL MONTE WAY
DINUBA CA 93618

DINUBA CITY OF
405 E EL MONTE WAY
DINUBA CA 93618

DINUBA CITY OF
405 E EL MONTE WAY
DINUBA CA 93618

DINUBA CITY OF
ATTN: KENNETH GROVER, FINANCIAL
405 E EL MONTE WAY
DINUBA CA 93618-1612

DINUBA CITY OF
110 S COLLEGE AVE
DINUBA CA 93618

DINUBA CITY OF
ATTN: KENNETH GROVER, FINANCIAL
405 E EL MONTE WAY
DINUBA CA 93618-1612

WAWONA PACKING COMPANY LLC
12133 AVE 408
CUTLER CA 93615

WAWONA PACKING COMPANY
12133 AVE 408
CUTLER CA 93615

CH-CENT CA CONF ASSN 7TH DAY
P O BOX 770
CLOVIS CA 93613

KLIEWER LARRY VAUGHAN
40741 RD 64
DINUBA CA 93618

KLIEWER LARRY V & LINDA M (TRS)
40741 RD 64
DINUBA CA 93618

DUECK JEREMY W & ANNE M
1044 G ST
REEDLEY CA 93654

PETERS ED R & SUZANNE J (TRS)
41047 RD 56
REEDLEY CA 93654

GOLBEK DARRELL E & LILA M (TRS)
40494 ROAD 66
DINUBA CA 93618

UNRUH CLARA (TR)
CLARA UNRUH 1995 TRUST
41325 RD 70
DINUBA CA 93618

WILGENBURG HANS & SHARON E
6716 AVE 416
DINUBA CA 93618

WATAMURA JO ANN
6014 AVE 416
REEDLEY CA 93654

FLAVOR TREE LLC
P O BOX 396
DINUBA CA 93618

FLAVOR TREE LLC
P O BOX 5190
VISALIA CA 93278

JOHNSTON DAVID R
492 N ALTA AVE
DINUBA CA 93618

JALIL JORGE G
41469 RD 130
OROSI CA 93647

GIANNINI RUTH E (TR)(LIV TR)
P O BOX 155
DINUBA CA 93618

VISSER NICHOLAS J & JAMIE L
2599 AVE 388
KINGSBURG CA 93631

ISAAC DONALD J & CONSTANCE
114 N ADAMS
HILLBORO KS 67063

ISAAC CONSTANCE WIEBE
114 N ADAMS
HILLSBORO KS 67063

KNAAK DONALD J & NANCY D (TRS)
41097 RD 56
REEDLEY CA 93654

J PETERS & SONS INC
41018 RD 56
REEDLEY CA 93654

PETERS RON D & LINDA A (TRS)
5389 AVE 40B
REEDLEY CA 93654

Ridge Creek Ranch Subdivision, Phases 1 & 2
Subdivision Agreement

This Agreement is made and entered into this ____ day of April 2017 by and between the City of Dinuba, a Municipal Corporation of the State of California, hereinafter referred to as **"City"**, and Woodside 06N, LP, a California limited partnership, herein referred to as **"Subdivider".**

WITNESS TO

The **Subdivider** has presented to the **City** a Final Map for the proposed subdivision of land located within the City of Dinuba and described as Ridge Creek Ranch Phases 1 & 2 (the "Subdivision"), a copy of said Map is attached.

Said **Subdivider** has requested that the **City** accept the dedications delineated and shown on said Map for the uses and purposes specified thereon and to otherwise approve said Map in order that same may be recorded, as required by law.

The Dinuba Municipal Code requires the **Subdivider** enter into this agreement with the **City** when all required work has not been completed by the **Subdivider** at the time the Final Map is submitted.

The Subdivision is the initial phase of a multi-phased subdivision of that certain "Property" as that term is defined in Amendment No. Four to the Purchase Agreement and Joint Escrow Instructions, dated September 14, 2016, between the **City** and **Subdivider** (the "Amendment No. 4").

NOW, THEREFORE, in consideration of the irrevocable offer of dedication of the easements and facilities as shown on said Map, and the approval of said Map for filing and recording as required by law, it is mutually agreed as follows:

1. SCHEDULE OF PERFORMANCE BY SUBDIVIDER

A. The work schedule hereinafter set forth contains the estimated date when the work required to be performed by the **Subdivider** shall be completed. Such work shall be installed and completed to the satisfaction of the City Engineer. Extension to the work schedule for required improvements shall be requested by the **Subdivider** in writing. The City Engineer may consider this schedule of performance in determining whether or not to grant any such extension. The City Engineer's determination shall be final and conclusive, except that extensions shall not be unreasonably be withheld if the **Subdivider** is in good faith and diligently working toward completion on the improvements. **No building permits shall be issued until the water system improvements have been completed with operational fire hydrants and the construction of weather-proof streets approved by the Dinuba Fire Chief. No Certificate of Occupancy shall be issued for any residence in Phases 1 & 2 of the subdivision until all public improvements needed to serve the residences have been completed by the Subdivider and accepted by the City Engineer**. The work schedule is as follows:

WORK SCHEDULE	DATE OF COMPLETION
Complete rough grading	02/15/17

Complete construction of storm drain system	06/01/17
Complete construction of sanitary sewer system	07/15/17
Complete construction of domestic water system	08/15/17
Complete construction of all private utilities	09/15/17
Complete construction of sidewalks, curbs and gutters	10/15/17
Complete construction of streets, including striping, markings and signs	11/15/17
Complete construction of irrigation system	11/30/17
Complete installation of landscaping	11/30/17
Complete all appurtenant work	11/30/17

B. **NOTWITHSTANDING THE ABOVE,** all street work and public improvements required to be installed by the **Subdivider** shall be fully completed and suitable for acceptance by the **City** not later than September 14, 2018.

C. Failure of the **Subdivider** to meet such deadline shall constitute a material breach of the Agreement. In such event, the Improvement Security Bonds, hereinafter described, shall thereupon immediately be paid to the **City** and the **City** shall have permission to go upon the property and complete all work and public improvements, including construction or reinstallation, as the **City** deems necessary, of all utility facilities, streets, curbs, gutters, sidewalks, sanitary sewer, water, storm drainage systems and other public and private improvements, which were not properly or fully completed or installed by the **Subdivider**.

D. Issuance of building permits for any structure within a subdivision shall conform to the requirements of the 2013 Title 24 California Building, California Fire and Green Building Codes effective January 1, 2014. All public improvements that serve the property for which an occupancy permit is sought shall have been completed and accepted by the **City.**

2. ROAD IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

A. The **Subdivider** shall retain a Geotechnical firm and pay for any materials testing required by the **City**. The sampling and testing shall be done by a registered and licensed Geotechnical materials testing firm.

B. The **Subdivider** shall construct all required improvements in accordance with this Agreement, the approved improvement plans, the 2007 Edition of the City's Public Improvements Standards (effective at the time the Vesting Tentative Map application was accepted as complete) and the conditions of approval of the Tentative Map.

3. SEWER AND WATER IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

A. The **Subdivider** shall construct the sanitary sewer system and appurtenances in accordance with this Agreement, the improvement plans, the 2007 Edition of the City's Public Improvements Standards (effective at the time the Vesting Tentative Map application was accepted as complete) and the conditions of approval of the Tentative Map.

B. The **Subdivider** shall construct a domestic water system and appurtenances in accordance with this Agreement, the approved improvement plans, the 2007 Edition of the City's Public Improvements Standards, (effective at the time the Vesting Tentative Map application was accepted as complete) and the conditions of the Tentative Map.

4. GAS AND ELECTRICAL LINES TO BE COMPLETED BY SUBDIVIDER

A. The **Subdivider** shall place underground all gas mains, services and all existing and new telephone and electrical lines, including cable television. This includes placing underground all existing facilities within the limits of this subdivision and service lines thereto. The **Subdivider** shall make arrangements with Pacific Gas and Electric, Southern California Gas Company, AT&T, and Comcast to guarantee the installation of these facilities, including bonding for same.

5. STORM DRAINAGE IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

A. The **Subdivider** shall construct the storm drainage system and appurtenances within this subdivision in accordance with this Agreement, the approved improvement plans, the City's 2007 Public Improvement Standards and Specifications (effective at the time the Vesting Tentative Map application was accepted as complete), and the conditions of approval of the Tentative Map.

6. ADDITIONAL IMPROVEMENTS REQUIREMENTS

A. Until the expiration of the warranty period for the improvements, the **Subdivider** is responsible for all work and maintenance within the **City's** rights-of-way and easements. Any damage caused by the **Subdivider** and/or their subcontractors shall be repaired at no expense to the City of Dinuba.

B. Prior to commencement of any work within the rights-of-way not included in the approved improvement plans, or any work performed within an existing **City** maintained street, an encroachment permit shall be obtained from the Public Works Services Department. **City** will not unreasonably delay or withhold consent to the issuance of such enroachment permits.

C. The **Subdivider** shall cause to be placed by a licensed Civil Engineer or Land Surveyor all survey monuments and lot corners as shown on the Final Map. Pursuant to Section 66497 of the State Subdivision Map Act, prior to the **City's** final acceptance of the subdivision and release of the securities, the **Subdivider** shall submit written certification to the City Engineer that all monuments required in the subdivision have been set.

D. The **Subdivider** shall furnish to the City Engineer a set of "Record Drawings" plans, prepared by a registered civil engineer, for all work performed in all rights-of-way and easements prior to a Notice of Completion. These plans shall include the location of all underground City utilities and available utility companies' utilities.

E. In the event an extension is granted by the City Engineer to complete any of the required public and private improvements in this subdivision, the **Subdivider** shall comply with all applicable City Improvement Standards.

F. All conditions of approval of the Tentative Map, plan of services, the improvement plans and the current City Public Improvement Standards apply to and are included by reference in this Agreement ("Requirements"). Exhibit "A" sets forth a listing of dates and other descriptive references to identify the documents that detail the current version of each of the above conditions, plans and standards detailing the Requirements.

G. Grading of the lots shall conform to the grades shown on the approved grading plan and the improvement plans. Prior to acceptance of the work by the **City** and release of the subdivision security, the **Subdivider** shall provide the **City** with a statement from a registered civil engineer that, based on information provided by the Contractor, work performed within this tract conforms with the approved improvement plans, the recommendations contained in the soils report and the City Public Improvement Standards.

7. SECURITIES

A. Prior to recordation of the Final Map of Ridge Creek Ranch Subdivision Phases 1 & 2 by the City Council, the **Subdivider** shall submit to the **City** an Irrevocable Instrument of Credit (or Performance Bond) in a form acceptable to the **City** in an amount equal to one hundred percent (100%) of the then-estimated remaining cost to complete the required public improvements and private utility improvements to guarantee the proper installation of the improvements required in this Agreement, the City's Public Improvement Standards, and the conditions of the Tentative Map.

B. Prior to recordation of the Final Map by the **City,** the **Subdivider** shall submit to the **City** an Irrevocable Instrument of Credit (or Materials and Labor Bond) in a form acceptable to the **City** in an amount equal to fifty percent (50%) of the then-estimated cost of the required public improvements and private utilities improvements to secure payment of all contractors and subcontractors performing the work on said improvements and all persons furnishing labor, materials and equipment used for installation of said improvements.

C. Prior to issuance of Notice of Completion of Ridge Creek Ranch Subdivision Phases 1 & 2 by the **City,** the **Subdivider** shall submit to the **City** an Irrevocable Instrument of Credit in a form acceptable to the **City** to guarantee and warranty maintenance of all required public improvements herein, for a period of one (1) year following acceptance, in an amount equal to ten percent (10%) of the estimated cost of the improvements, for Ridge Creek Ranch Subdivision Phases 1 & 2, in the amount of $497.033. Said Irrevocable Instrument of Credit shall be released to the **Subdivider,** less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the subdivision improvements by the **City**.

D. The Irrevocable Instrument of Credit (or Bonds) for performance and for labor and materials, but not including the warranty security, will remain in effect until such time as all required improvements in Ridge Creek Ranch Subdivision Phases 1 & 2 are

satisfactorily completed and the subdivision has been formally accepted by the City Council. Such securities may be released only upon written authority of the City Engineer.

E. The Improvement Securities required under this paragraph shall be payable to the **City.** The security under subparagraph A may be drawn down (if an Irrevocable Instrument of Credit) by the **Subdivider** after the required improvements are installed and accepted by the **City**, with submittal of irrevocable lien releases from subcontractors and suppliers. Security bonds shall remain in force until recordation of the Notice of Completion.

F. Upon failure of the **Subdivider** to properly complete the required improvements in a form acceptable to the City Engineer by September 14, 2018, the **City** shall be entitled to immediately draw upon the subdivision Improvement Securities (Performance and Payment Bonds) and cause the required improvements to be installed and/or repaired without further notice to the **Subdivider.**

8. INDEMNITY AND INSURANCE

A. The **City** shall not be liable to the **Subdivider** or to any other person, firm or corporation whatsoever for any injury or damage that may result to any person or property by or from any cause whatsoever, on or about the subdivision of said land covered by this agreement, or any part thereof. The **Subdivider** hereby releases and agrees to indemnify, defend and save the **City** and its agents, officials and employees harmless from and against any and all injuries to and death of persons and damages to property, and all claims directly or indirectly from the performance of any or all work to be done in and upon the premises adjacent thereto pursuant to this Agreement, and also from all injuries to and deaths of persons, and damage to property, all claims, demands, costs, losses, damage and liability, howsoever same may be caused, either directly or indirectly made or suffered by the **Subdivider,** the **Subdivider's** agents, employees and subcontractors, while engaged in the performance of said work. The **Subdivider** further agrees that the use, for any purpose and by any person, of any and all the streets and improvements hereinbefore specified shall be at the sole and exclusive risk of the **Subdivider** at all times prior to final acceptance by the **City** of all completed street and other improvements thereon and therein.

B. Insurance Requirements for Subdivider:

Subdivider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the **Subdivider,** his agents, representatives, employees or subcontractors.

1. Minimum scope of insurance – coverage shall be at least as broad as:

   a. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

   b. Insurance Services Office form number CA0001 covering automobile liability, Code 1 (any auto).

c. Worker's compensation Insurance as required by the State of California and Employer's Liability Insurance.

2. Minimum limits of insurance – **Subdivider** shall maintain limits no less than:

a. General liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

c. Employee liability: $1,000,000 per accident for bodily injury and property.

d. Course of construction: complete value of the project.

3. Deductibles and self-insured retention – any deductibles or self-insured retention must be declared to and approved by the Entity. At the option of the Entity, either the insurer shall reduce or eliminate such deductibles or self-insured retention as requested by the Entity, its officers, officials, employees and volunteers, or the **Subdivider** shall procure a bond guaranteeing payment of losses and related investigations claim administration and defense expenses.

4. Other insurance provisions – the general liability and automobile liability policies shall contain, or endorse to contain, the following provisions:

a. The Entity, its officers, agents and volunteers are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of the **Subdivider,** products and completed operations of the **Subdivider,** premises owned, occupied, or used by the **Subdivider,** or automobiles, owned, leased, hired or borrowed by the **Subdivider.** The coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officers, officials, employees, agents or volunteers.

b. For any claims related to this project, the **Subdivider's** insurance coverage shall be primary insurance as respects to the Entity, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be in excess of the **Subdivider's** insurance and shall not contribute to it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided by the Entity, its officers, officials, employees, agents or volunteers.

d. The **Subdivider's** insurance shall apply separately to each insured against which suit is brought except with respect to the limits of the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced on coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the Entity.

5. Course of Construction policies shall contain the following provisions.

a. Entity shall be named as loss payee.

b. The insurer shall waive all rights of subornation on against Entity.

6. Acceptability of insurers – insurance is to be placed with a current A.M. Best's rating of no less than A: VII.

7. Verification of coverage – **Subdivider** shall furnish the Entity with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity. All endorsements are to be received and approved by the Entity before work commences. As an alternative to the Entity forms, the **Subdivider's** insurer may provide complete, certified, copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

8. Subcontractors – **Subdivider** shall include all subcontractors as insured under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9. MISCELLANEOUS PROVISIONS

A. The **Subdivider** shall remedy any defective work or labor or any defective materials and pay for any damage to other work resulting within a period of one (1) year from the date of recordation of the Notice of Completion.

B. The **Subdivider** and his subcontractors shall pay for any materials, provisions and other supplies used in, upon, form or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor,

and shall file with the **City** pursuant to Section 38000 of the Labor Code, a certificate of Worker's Compensation for the duration of the period of construction.

C. The **Subdivider** shall comply with all State of California, Title 24, Building, Mechanical, Plumbing, Electrical, and Zoning Codes and any other codes of the **City** and the City of Dinuba and State of California.

D. It shall be the responsibility of the **Subdivider** to coordinate all the work done by his contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the **City** be placed in the position of making decisions that are the responsibility of the **Subdivider** to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the **Subdivider** to notify the City Engineer may cause delays for which the **Subdivider** shall be solely responsible.

E. Whenever the **Subdivider** varies the period during which work is carried on each day, he shall give due notice to the City Engineer so that proper inspection may be provided. If the **Subdivider** fails to duly notify the **City** as herein required, any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve the **Subdivider** of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good, and suitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials were not previously identified by the City Engineer or Inspector and accepted.

F. Any damage to the underground utilities, concrete work or street paving that occurs after construction shall be made good to the satisfaction of the City Engineer by the **Subdivider** before release of securities, or final acceptance of the complete work, not to exceed two years. When the pavement on any existing street is disturbed or removed, such pavement shall be replaced immediately with temporary or other approved temporary pavement/surfacing methods until the permanent pavement is placed. The temporary pavement shall be maintained in a safe and passable condition at all times between the commencement and final completion of all construction.

G. Time is of the essence of this Agreement and same shall bind and insure to the benefit of the parties hereto, their successors and assigns.

H. No assignment of the Agreement or of any duty of obligation of performance hereunder shall be made in whole or in part by the **Subdivider** without written notice being given to the **City.**

I. Pursuant to Sections 5 and 6 of Amendment No. 4: 1) the **Subdivider** shall pay the impact fees (the "Impact Fees") listed below, on a per lot basis, at time of issuance of a Certificate of Occupancy for residential units constructed on the lots within the Subdivision; 2) the Impact Fees shall not be increased, and no new Fees shall be imposed; and 3) **Subdivider** shall have the right to obtain the benefit of a reduction of any of the below listed Impact Fees pursuant to Section 6 of Amendment No. 4.

Transportation	$5,585.00
Water	$3,827.00
Sewer	$4,787.00

Fire Protection Facilities Impact Fee	$711.00
TOTAL PER LOT	**$14,910**

J. **Additional Public Improvements. City** and **Subdivider** acknowledge and agree that certain public improvements are required for the initial Final Map for the Subdivision that were not previously identified as improvements for Ridge Creek Ranch Subdivision Phase 1 as part of the conditions of approval of the Tentative Map for the Subdivision and which are not included as among the Improvements described in Exhibit A to the Amendment No. 4. Such further improvements are referred to herein as the "Additional Public Improvements"). A map generally detailing the location of the Additional Public Improvements is attached as Exhibit "B". The current estimated cost of the Additional Public Improvements is detailed on attached Exhibit "C". The work to be completed for the Additional Public Improvements may be more extensive than is illustrated in the Exhibits, but will be limited to the scope of bringing all needed serviceable utilities to the Subdivision and assuring that such utilities are functional for **Subdivider's** use, in **Subdivider's** reasonable discretion. In general, the Additional Public Improvements include the following:

- **Water:** Designing and installing a water system through existing **City** property
- **Gas:** Designing and extending the gas line from its current location at Road 72 to the Subdivision.
- **AT&T:** Extending AT&T lines to the Subdivision, which will require boring under El Monte Way

The **Subdivider** and **City** both acknowledge that the **Subdivider** will use discretion and coordinate with the **City** regarding the best approach to get access to each utility. After consultation, the **Subdivider** has ultimate decision making authority on what work is to be completed.

The **Subdivider** and **City** further acknowledged that a portion of the Additional Public Improvements would have otherwise been required for the development of subsequent subdivisions of the Property pursuant to previously adopted conditions of approval for the Tentative Map, but nevertheless must be constructed on an accelerated basis for the development of the Subdivision (the "Accelerated Improvements"). The current estimated "Costs of the Accelerated Improvements" is detailed on Exhibit "D", and totals Seventy Three Thousand Three Hundred Eight Three Dollars and Fifty Cents ($73,385.50).

City agrees to issue temporary construction easements and/or Encroachment Permits to the **Subdivider,** as reasonably required for the installation of the Additional Public improvements. All temporary construction easements will expire after **Subdivider's** work on **City** property has been completed.

K. **Impact Fee Credits. Subdivider** shall be provided credits against payments of the Impact Fees (the "Fee Credits") to provide **Subdivider** with a reimbursement for the "Costs of Completing the Additional Public Improvements". The Costs of Completing the Additional Public Improvements shall include, but not be limited to, to the costs of the installation of Additional Public Improvements, and the costs for engineering, plan design and plan check fees, soil inspections, traffic control, right of way purchases, etc. associated with the Additional Public Improvements. The Costs of Completing the

Additional Public Improvements will not include **Subdivider's** overhead or management fees.

The current estimate of the Costs of Completing the Additional Public Improvements is detailed on Exhibit "C". **Subdivider** shall provide to **City** reasonable evidence of final actual Costs of Completing the Additional Public Improvements not later than ninety (90) days after **City** has accepted the Additional Public Improvements and **Subdivider** has received all invoices for all work associated with the Costs of Completing the Additional Public Improvements.

The submittal to the City shall include (a) one 1) complete copy of the awarded bid together with one (1) copy of any other unsuccessful bids the **Subdivider** may have received sufficient to demonstrate that the unit costs for both reimbursable and non-reimbursable work items of similar scope are identical and (b) the originals of copies of invoices reflecting actual expenditures for the eligible improvements and a certification, signed by the **Subdivder**, attesting that the work for the eligible improvements is complete and that no future reimbursement claims will be forthcoming. **Subdivider** is responsible to receive three (3) bids for all work connected to the Additional Public Improvements, except in the case that a Public Utility company is completing a portion of the work. In that case, solely the actual costs from the Public Utility company, connected to the Additional Public Improvements, which have been paid by Woodside 06N, LP will serve as the basis for reimbursement.

Subdivider shall detail in its final actual cost submittals the separate costs of completing the Accelerated Improvements. **City** shall conduct a reconciliation of such actual Costs of Completing the Additional Public Improvements (the "Reconciliation").

The Fee Credits shall be provided to **Subdivider** to offset the entire obligations for payment of Impact Fees with respect to each occupancy certificate issued for each lot, until such time as the Fee Credits have been completely allocated. By way of example, if the Costs of Completing the Additional Public Improvements totals $425,773, the per lot Impacts Fees of $14,910 would be offset to zero for the first 28 homes in the Subdivision, and a $8,293 credit for the 29th home would then exhaust the Impact Fee Credits.

Because of potential phasing of the completion of the Additional Public Improvements, it is possible that **Subdivider** shall be entitled to Fee Credits before Reconciliation has been completed. In that circumstance, the total amount of Fee Credits available shall be based on the Costs of Completing the Additional Public Improvements detailed on Exhibit "C".

After the **City**'s Reconciliation, the **City** will issue **Subdivider** a letter detailing: 1) the amount of the total Impact Fee Credits based on the Reconciliation; 2) the amount of Impact Fee Credit applied as of the date of Reconciliation, if any; 3) the amount of Impact Fee Credits still remaining; and, 4) the number of additional lots that then would have Impact Fee Credits applied.

The Costs of Completing the Additional Public Improvements for which Impact Fee Credits is being provided includes the Costs of the Accelerated Improvements, which are costs that would have otherwise been imposed as part of the development of future phases of the subdivision of the Property. Therefore, **Subdivider** agrees that, if it exercises its rights to purchase the Phase II Property pursuant to the terms of the Purchase Agreement described in Addendum No. 4, it shall at such a close of escrow, reimburse the **City** for

the Costs of the Accelerated Improvements to the extent it has then been provided Impact Fee Credits attributable to the Costs of Completing the Accelerated Improvements. If at such close of escrow the **Subdivider** then still holds unapplied Impact Fee Credits attributable to the Costs of Completing the Accelerated Improvements, such unapplied Impact Fee Credits (up to the total of the Costs of Completing the Accelerated Improvements shall be cancelled).

L. Pursuant to Section 2 of Amendment No. 4, at the recordation of the Final Map, the **Subdivider** shall pay Public Improvements Plan Check and Public Improvement Inspection Fees (referred to in Amendment No. 4 as "Land Development Plan Check and Inspection Fees") in the amount of **$149,326.20** in full satisfaction of all Public Improvements Plan Check and Public Improvement Inspection Fees attributable to the Subdivision (including development of the Additional Public Improvements).

M. All lot areas used to determine the land development fees shown above are shown on the Ridgecreek Ranch Subdivision Phases 1 & 2 Final Map with the expectation of the following:

Number of Lots: 113 **Acreage: 38.32 Acres**

N. **Fees Payable at Building Permit**. Pursuant to Section 4 of Amendment No 4, the following fees are the sole fees that are payable on a per lot basis to the **City** at the time **Subdivider** pulls a building permit:

- **Building Permit Fees:** ($.95 x Livable Square Footage, up to 1,750 square feet) + ($.87 x Livable Square Footage over 1,750 square feet);
- **Development Service Fees:** $750.50; and,
- **Planning Service Fees:** $.04 x Livable Square Footage.

O. The provisions of this Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

P. The **Subdivider** shall be responsible for obtaining any and all permits as required by the State, County, and other agencies prior to start of construction (NPDES Storm water permit, etc.).

10. DUST CONTROL

A. Adequate dust control shall be maintained by the **Subdivider** on all streets within and without the subdivision on which work is required to be done under this agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water thereon with sufficient frequency to prevent the scattering of dust by wind of the activity of vehicles and equipment onto any street area or private property adjacent to subdivision.

B. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to the **Subdivider** to comply with the provisions of this paragraph forthwith. Such notice may be personally served upon the **Subdivider** or, if the **Subdivider** is not an individual, upon any person who has signed this agreement on behalf of the

Subdivider or, at the election of the City Engineer, such notice may be mailed to the **Subdivider** at his address on file with the City Engineer. If, within twenty-four (24) hours after such personal service of such notice or with forty-eight hours after the mailing thereof as herein provided, the **Subdivider** shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable, to eliminate the scattering of dust, by equipment and personnel of the **City** or by contract as the City Engineer shall determine. The **Subdivider** shall pay to the **City** forthwith, upon receipt of billing therefore, the entire cost to the **City** of such sprinkling.

C. A permit is required by the San Joaquin Valley Air Pollution Control District or for the construction.

D. The Best Practices and SWPPP documents required by the State shall be provided and implemented prior to any work commenced.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed the day and year first above written

For the **Subdivider:** Woodside 06N, LP,
A California limited partnership
By: WDS GP, Inc.,
a California corporation, its General Partner

_____
Chris Williams, Vice President

For the **City:** City of Dinuba
A Municipal Corporation

_____
Luis Patlan, City Manager

CONTROL SHEET

Ridge Creek Ranch Subdivision Phases 1 & 2
Subdivision Agreement

AGREEMENT APPROVED AS TO CONTENT:

_____

City Attorney

_____

City Engineer

EXHIBIT "A"
Estimated Costs of Public and Site Improvements
for Phases I and II

4CREEKS

Woodside Homes
Ridge Creek Ranch

Job Name: Ridge Creek Ranch - 16139 City: Dinuba Confidential: Property of 4Creeks, Inc.

Phase 1 Final Map - 113 Lots

Site Improvements 3,970,749

Demolition & Relocation

Description	Phase 1 Quantity	Unit Price	Unit	Total
Clearing & Grubbing (Misc.)	1.0	10,000.00	LS	10,000
Fences	6,301.0	1.25	LF	7,876
Power Poles (Local Service)	1.0	10,000.00	EA	10,000
		Subtotal:		27,876
Comments:				

Site Grading

Description	Phase 1 Quantity	Unit Price	Total
Rough Grading			0
Street Excavation	8,839.4	2.25 CY	19,889
Over Excavation	57,476.6	2.25 CY	129,322
Stripping Topsoil	10,394.7	2.25 CY	23,388
Import Material	22,500.0	6.00 CY	135,000
Rough Grading	45,459.0	2.25 CY	102,283
Finish Grading			0
Finish Lots	113.0	325.00 EA	36,725
Compact & Sub-grad in Streets	238,665.0	0.22 SF	52,506
Grade for C&G	14,381.0	0.75 LF	10,786
			0
		Subtotal:	509,899
Comments: *Includes Offsites			

Sanitary Sewer

Description	Phase 1 Quantity	Unit Price	Total
Mains			0
10" Pipe (SDR-35)	4,061.0	30.00 LF	121,830
8" Pipe (SDR-35)	3,213.0	20.00 LF	64,260
6" Pipe (SDR-35)	65.0	19.00 LF	1,235
Manholes			0
Standard Manhole	29.0	2,700.00 EA	78,300
Adjust to Grade	29.0	450.00 EA	13,050
Miscellaneous			
4" Laterals	114.0	375.00 EA	42,750
Cleanouts	3.0	350.00 EA	1,050
Tie-In to Existing	1.0	1,500.00 EA	1,500
		Subtotal:	323,975
Comments:			

EXHIBIT "A"
Estimated Costs of Public and Site Improvements for Phases I and II

Site Improvements 3,970,749

Water

Description	Phase 1 Quantity	Unit Price	Total
Mains			
8" Pipe, C-900	7,472.0	21.50 LF	160,648
6" Pipe, C-900	250.0	20.00 LF	5,000
Valves			
8" Valve Assembly	10.0	1,200.00 EA	12,000
Blow Off Assembly	1.0	1,900.00 EA	1,900
Meters			
Irrigation Meter	6.0	1,300.00 EA	7,800
Service Meters	113.0	1,015.00 EA	114,695
Special Assemblies			
Fire Hydrants	14.0	5,600.00 EA	78,400
Miscellaneous			
Water Tie Ins	1.0	3,000.00 EA	3,000
Raise Valves to Grade	11.0	300.00 EA	3,300
		Subtotal:	386,743
Comments:			

Storm Drain

Description	Phase 1 Quantity	Unit Price		Total
Main Lines				
12" Pipe (RCP)	1,559.0	33.00	LF	51,447
Catch Basins				
City Standard Catch Basin	24.0	2,800.00	EA	67,200
Temporary Catch Basin	1.0	750.00	EA	750
Miscellaneous				
Basin Outfall w/ Rip Rap	12.0	3,500.00	EA	42,000
		Subtotal:		161,397
Comments:				

Dry Utilities

Description	Phase 1 Quantity	Unit Price	Total
Applicant Install Utilities	113.0	4,500.00 EA	508,500
		Subtotal:	508,500
Comments:			

EXHIBIT "A"
Estimated Costs of Public and Site Improvements for Phases I and II

3,970,749

Site Improvements

Concrete

Description	Phase 1 Quantity	Unit Price	Total
24" Curb & Gutter (on-site)	14,381.0	10.50 LF	151,001
6" Median Curb	1,181.0	10.00 LF	11,810
5' Sidewalk	16,759.0	3.00 SF	50,277
Local Handicap Ramps	2.0	1,000.00 EA	2,000
Bus Stop		3.00	0
3' Alley Gutter		6.50	0
Vee Gutter	229.0	8.00 LF	1,832
6' Cross Gutter	1.0	5,000.00 EA	5,000
8" Mow Curb	164.0	8.00 LF	1,312
Decorative/Structural Concrete	13,046.0	5.50 SF	71,753
		Subtotal:	294,985
Comments:			

Street Paving

Description	Phase 1 Quantity	Unit Price	Total
2.5" AC/5" AB - Local Streets	238,665.0	2.00 SF	477,330
Temporary Access Road (4"AB)	30,040.0	0.50	15,020
Sawcut	142.0	2.50 LF	355
Temporary Paving (2"AC/4" AB)	6,279.0	1.25 SF	7,849
Reflectors	14.0	40.00 EA	560
Striping	1.0	2,500.00 LS	2,500
Barricades	4.0	1,500.00 EA	6,000
		Subtotal:	509,614
Comments:			

Street Signs

Description	Phase 1 Quantity	Unit Price	Total
Street Signs w/Pole	8.0	150.00 EA	1,200
Stop Signs w/Pole	4.0	200.00 EA	800
		Subtotal:	2,000
Comments:			

Street Lights

Description	Phase 1 Quantity	Unit Price	Total
Designer Local Street Light (Single Arm)	40.0	4,500.00 EA	180,000
Decorative Lighting	1.0	20,000.00 LS	20,000
		Subtotal:	200,000
Comments:			

EXHIBIT "A"
Estimated Costs of Public and Site Improvements for Phases I and II

Site Improvements 3,970,749

Entry Signs

Description	Phase 1 Quantity	Unit Price	Total
Entry Signs			0
		Subtotal:	0
Comments:			

Landscaping

Description	Phase 1 Quantity	Unit Price	Total
Mailbox	113.0	150.00 EA	16,950
Landscaping and Irrigation	136,358.0	3.00 SF	409,074
Street Trees	113.0	150.00 EA	16,950
		Subtotal:	442,974
Comments:			

Walls & Fences

Description	Phase 1 Quantity	Unit Price	Total
6'-8" 6" Block Wall (Split Faced)	855.0	70.00 LF	59,850
7'-4" 6" Block Wall (Split Faced)	1,640.0	75.00 LF	123,000
8'-0" 6" Block Wall (Split Faced)	334.0	80.00 LF	26,720
8'-8" 6" Block Wall (Split Faced)	210.0	85.00 LF	17,850
4'-0" 6" Block Wall (Split Faced)	111.0	45.00 LF	4,995
Block Wall Rock Pillars (Back of parcels)	85.0	1,000.00 EA	85,000
Wrought Iron Fencing w/Pilasters	3,534.0	35.00 LF	123,690
Wooden Retaining Fence	2,106.0	35.00 LF	73,710
Wooden Fence	457.0	9.00 LF	4,113
Gated Entry Gate	1.0	50,000.00 EA	50,000
Split Rail Fencing	1,881.0	18.00 LF	33,858
		Subtotal:	602,786
Comments:			

EXHIBIT "B"
Map Depicting Additional Public Improvements

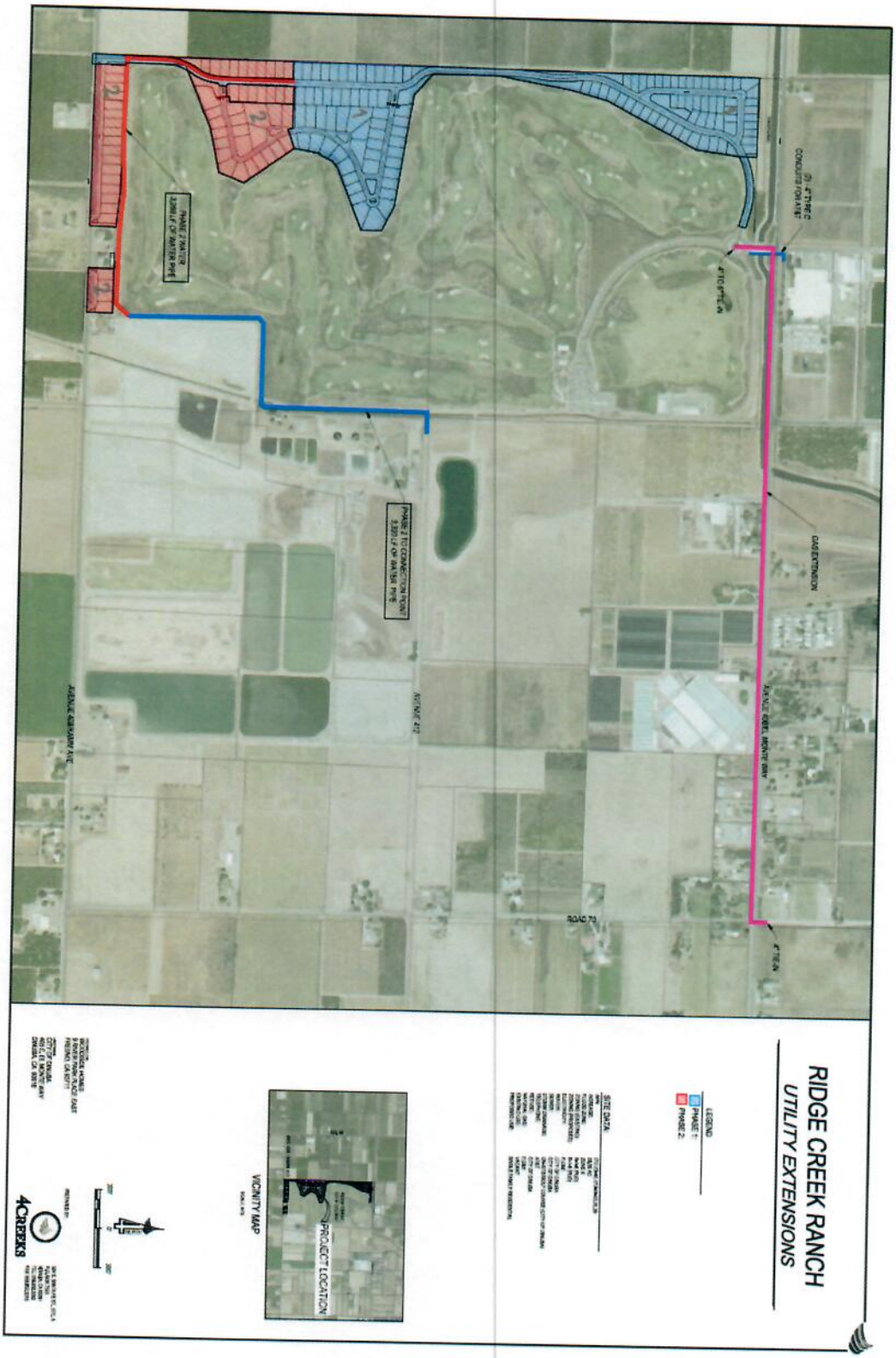


EXHIBIT "C"
Schedule of Current Estimated Cost
of the Additional Public Improvements

Impact Fee Credit Estimate		
Additional Gas Work	$	128,798
Additional Water Improvements	$	164,614
Additional AT&T work	$	25,473
Construction Sub Total	$	318,884
10% Contingency	$	31,888
Construction Total	$	350,773
Engineering	$	40,000
Traffic Control Potential	$	5,000
City and Soils Inspection	$	5,000
SoCal Gas Engineering Fee	$	20,000
City plan check fees	$	2,500
Canal Company plan check fees	$	2,500
Estimated Total Costs	$	425,773

EXHIBIT "D"
Schedule of Current Estimated Cost
of Accelerated Improvements

Payable By Woodside to the City At Phase 2 Closing	
Phase II Water Line Installation	$73,383.50

City Council Staff Report

Department: PUBLIC WORKS | April 11, 2017

To: Mayor and City Council

From: Blanca Beltran, Public Works Director

By: Cristobal Carrillo, Planner II

Subject: Action of Planning Commission Meeting, April 4, 2017 (BB)

RECOMMENDATION

This item is for information purposes only. No action is required.

EXECUTIVE SUMMARY

The Planning Commission took the following actions at the meeting:

- The Planning Commission approved the minutes of the March 7, 2017 Planning Commission Meeting.
- The Planning Commission held a public hearing for Application No. 2017-03, a Zone Text Amendment to portions of the following chapters within the Dinuba Municipal Code related to Zoning: Chapter 26 of Title 17 (Uses Allowed in Residential Districts); Chapter 48 of Title 17 (Uses Allowed in Commercial Districts); Chapter 70 of Title 17 (Manufactured Housing/Accessory Dwelling Units); Chapter 71 of Title 17 (Temporary Uses); Chapter 80 of Title 17 (Discretionary Permits and Procedures); and Chapter 82 of Title 17 (Design Guidelines.). The request was submitted by the City of Dinuba. No public comment was received for the proposal. Pursuant to Staff's recommendation, the Planning Commission unanimously recommended approval of the proposal to the Dinuba City Council.
- The Planning Commission held a public hearing for Application No. 2017-04, a Zone Text Amendment to the following chapters within the Dinuba Municipal Code related to Marijuana Use, Marijuana Cultivation, and Commercial Marijuana Operations Dispensaries and Deliveries: Chapter 80 of Title 5 (Medical Marijuana); Chapter 86 of Title 5 (Non-medical Marijuana); Chapter 26 of Title 17 (Uses Allowed in Residential Districts); Chapter 48 of Title 17 (Uses Allowed in Commercial Districts); and Chapter 54 of Title 17 (Uses Allowed in Industrial Districts). The request was submitted by the City of Dinuba. No public comment was received for the proposal. The Commission asked whether the proposal would sufficiently regulate marijuana use on properties with multi-family apartment complexes. Staff stated that they would research the matter and include a recommendation to the City Council. A motion was then made to recommend approval of the proposal to the City Council, with staff providing information on marijuana use on properties with multi-family dwellings. The motion was approved by a 4 to 1 vote, with Commissioner Carrion voting nay.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

City Council Staff Report

Department: ENGINEER/PLANNING April 11, 2017

To: Mayor and City Council

From: Ron Yamabe, Consulting Engineer

Subject: Award Professional Service Contract to PDP for Construction Management Services for Avenue 416 Widening Project. (RY)

RECOMMENDATION

Council award a professional services contract to PDP in the amount of $83,200 for construction management services for the Avenue 416/El Monte Way Widening Project.

EXECUTIVE SUMMARY

On December 10, 2013, the City Council awarded a contract to SGI Construction Management to provide construction management services for this project. Within the past 4 months, two key employees of SGI that handled the majority of construction management duties are no longer employed by SGI. One of the individuals recently formed her own construction management company - PDP Construction Services. To ensure continuity, staff is recommending that the City contract with Kelly Riddle with PDP to oversee the close-out of the project. The contract is for an amount not-to-exceed $83,200.

OUTSTANDING ISSUES

None.

DISCUSSION

The project was managed internally by two City staff who are no longer with the organization. In addition, two key employees for SGI that were directly involved in the day-to-day management of the project are no longer with the company. One of the individuals, Kelly Riddle, recently formed her own construction management services - PDP Construction Services.

Ms. Riddle has been intimately involved in the project from the start and understands all of the issues involved with the project. Staff believes that it would be in the City's best interest to retain the services of PDP for the remainder of the project. Work on the Avenue 416 project has been substantially completed with the exceptions of some minor punch-list items that the contractor is working on. These items must be completed before the City accepts the project as complete.

A copy of the contract with PDP Construction Services is enclosed as Attachment 'A'. The contract has been reviewed by the City's special counsel for the project and signed by Ms. Kelly Riddle.

FISCAL IMPACT

The services of PDP will be funded by Measure R, the County-wide ½ cent sales tax approved by the voters of Tulare County in 2006.

PUBLIC HEARING

None required.

ATTACHMENTS:

Contract with PDP

CONTRACT

CITY OF DINUBA
PUBLIC WORKS DEPARTMENT

DESCRIPTION: PROFESSIONAL SERVICES AGREEMENT (AGREEMENT) FOR THE AVENUE 416/EL MONTE WAY WIDENING PROJECT-CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT MADE AND ENTERED INTO THIS 9th day of FEBRUARY, 2017, BY AND BETWEEN the CITY OF DINUBA, a political subdivision of the State of California, hereinafter referred to as "CITY", and *Project Delivery Professionals*, *a California corporation*, hereinafter referred to as "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY requires qualified professional project management services for the Avenue 416/El Monte Way Widening Project from Road 56 to Road 80/Alta Avenue, and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services, and

WHEREAS, CITY desires to retain the services of CONSULTANT to perform required professional services;

NOW, THEREFORE, CITY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

1. BASIS OF AGREEMENT. CONSULTANT hereby agrees to provide professional services as an independent contractor to provide professional assistance project management services for construction management, project inspection and materials testing (optional) services for the Avenue 416/El Monte Way Widening Project as described in Exhibit A entitled Scope of Services attached hereto and by this reference incorporated herein. In exchange, CITY agrees to compensate CONSULTANT as set forth in Item 6 below.

2. SERVICES OF CONSULTANT. The professional services required of CONSULTANT under this Agreement shall consist of the tasks as described in Scope of Services noted above
CONSULTANT shall employ the customary skills and resources reasonably available to the CONSULTANT in accordance with sound professional practices. The Construction Management professional services shall be performed by a licensed Professional Civil Engineer Registered in the State of California or by a person who possesses a four year degree in Construction Management or closely related field. The City will provide a Resident Engineer responsible to sign/seal all plans, specifications, estimates and engineering data furnished by him/her where appropriate indicating professional registration number.

   CONSULTANT shall provide the CITY with copies of all documents prepared by CONSULTANT during the course of this Agreement as specified in the attached exhibits. All such documents shall become the property of the CITY.

3. INFORMATION TO BE PROVIDED BY CITY. CITY will provide the following item to CONSULTANT:

A. Copies of project documents (Plans, Specifications, Materials Reports, Environmental Documents, procedures manuals, contracts, subcontracts and other relevant documents) developed to the date of this Agreement.

4. AMENDMENTS TO AGREEMENT. All amendments to this Agreement must be in writing with written approval by the CITY's City Engineer and the authorized agent of the CONSULTANT.

5. TIME OF COMPLETION. CONSULTANT agrees to complete all tasks listed in the Scope of Services within 180 calendar days from the Notice to Proceed.

6. AMOUNT OF PAYMENT. As full payment for all services as set forth in Exhibit A herein, the CITY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit B up to a total maximum not-to-exceed amount of eighty three thousand two hundred and no/100 DOLLARS ($ 83,200.00) to CONSULTANT as full payment for all services as set forth in Exhibits A and B herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit C attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the CITY through a fully executed written amendment. CONSULTANT shall not undertake any additional work without prior written approval of the CITY.

Notwithstanding any other terms of this Agreement, no payments shall be made to CONSULTANT until CITY is satisfied that services of such value have been rendered pursuant to this Agreement.

All subcontracts in excess of $25,000 shall contain the above provisions.

7. PAYMENT SCHEDULE. CONSULTANT shall bill CITY not more often than monthly for the work performed pursuant to this Agreement. Billing submitted by the CONSULTANT shall be itemized by work activities (Tasks) as defined in the Scope of Services in conjunction with current cost. This Contract shall be based upon actual hours expended at the standard hourly rates up to the maximum not-to-exceed amount indicated in Section 6. All payment requests will be subject to those items identified in Exhibit C. The CITY shall review and pay approved charges within 30 days of receipt of the invoice.

Notwithstanding any other terms of this Agreement, no payments shall be made to CONSULTANT until CITY is satisfied that services of such value have been rendered pursuant to this Agreement.

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, and Uniform Administrative Requirements, Title 49 CFR, Part 18, as required in this Agreement.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1 part 31 et, seq., or 49 CFR Part 18 Uniform Administrative

Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CONSULTANT to CITY.

All subcontracts in excess of $25,000 shall contain the above provisions.

8. RECORDS. CONSULTANT shall maintain at all times complete detailed records with regard to services performed under this Agreement in a form acceptable to CITY, California Department of Transportation (Caltrans), and the California State Bureau of Audit and CITY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to CONSULTANT until CITY is satisfied that services of such value have been rendered pursuant to this Agreement. CONSULTANT shall retain all records for a period of at least three (3) years after the date of final payment to CONSULTANT.

   All subcontracts in excess of $25,000 shall contain the above provisions.

9. CONFIDENTIALITY OF DATA. Unless otherwise required by law or subpoena, all financial, statistical, personal, technical, or other data and information relative to the CITY'S operations, which are designated confidential by the CITY and made available to the CONSULTANT in order to carry out this Contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

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

   The CONSULTANT shall not comment publicly to the press or any other media regarding the Contract of the CITY'S actions on the same, except to the 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.

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

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

10. EMPLOYEES OF CONSULTANT. All persons performing services for CONSULTANT shall be solely employees of CONSULTANT or independent contractors to CONSULTANT and not employees of CITY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.

11. CONFLICT OF INTEREST. CONSULTANT warrants and covenants that no official or employee of the CITY, nor any business entity which an official of the CITY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the CITY.

12. NONDISCRIMINATION. During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination.

CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and any applicable regulations promulgated thereto.

13. HOLD HARMLESS AND INDEMNIFICATION. The CONSULTANT hereby agrees to protect, defend, indemnify, and hold CITY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by CITY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of CITY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend CITY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or CITY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of CITY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this Agreement.

As used in the above paragraph for purposes of indemnification, the term CITY shall mean City of Dinuba, Caltrans, and the Tulare County Transportation Authority (TCTA) or their officers, agents, employees, and volunteers.

14. NON-ASSIGNABILITY. This Agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of CITY.

15. INSURANCE. The CONSULTANT shall file with CITY concurrently herewith; a Certificate of Insurance, in companies acceptable to CITY, with a Best's rating of no less than A-: VII showing.

Worker's Compensation and Employers Liability Insurance:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS ($1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS ($1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS ($1,000,000) each employee for bodily injury by disease.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - ""This policy shall not be cancelled without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the City of Dinuba."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the CITY, its officers, directors, officials, employees, agents, or volunteers which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all subconsultant(s) to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the CITY upon demand.

General Liability Insurance:

CONSULTANT shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

One of the following forms is required: (1) Comprehensive General Liability; (2) Commercial General Liability (Occurrence); or (3) Commercial General Liability (Claims Made).

If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of: ONE MILLION DOLLARS ($1,000,000) each occurrence; TWO MILLION DOLLARS ($2,000,000) aggregate

If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than: ONE MILLION DOLLARS ($1,000,000) each occurrence (combined single limit for bodily injury and property damage); ONE MILLION DOLLARS ($1,000,000) for Products-Completed Operations; TWO MILLION DOLLARS ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be TWO MILLION DOLLARS ($2,000,000).

Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of CITY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than: ONE MILLION DOLLARS ($1,000,000) each occurrence (combined single limit for bodily injury and property damage); ONE MILLION DOLLARS ($1,000,000) aggregate for Products Completed Operations; TWO MILLION DOLLARS ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claim made policy.

Conformity of Coverages:

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all polices shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the CITY as noted above. In no cases shall the types of policies be different.

Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The City of Dinuba, Caltrans, and the TCTA, and their officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the CONSULTANT, including any excess liability or umbrella form coverage, is primary coverage to the CITY with respect to any insurance or self-insurance programs maintained by the CITY and no insurance held or owned by the CITY shall be called upon to contribute to a loss."

C. “This policy shall not be cancelled without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the CITY.”

Automobile Liability Insurance:

CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than ONE MILLION DOLLARS ($1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Professional Liability Insurance (Errors & Omissions):

CONSULTANT shall maintain Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit for each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate.

If CONSULTANT subcontracts in support of CONSULTANT’s work provided for in the Agreement, Professional Liability Insurance for Errors and Omissions shall be provided by the subcontractor in an amount not less than ONE MILLION DOLLARS ($1,000,000) in aggregate.

The insurance coverage provided by the CONSULTANT shall contain language providing coverage up to six (6) months following completion of the contract in order to provide

insurance coverage for the Hold Harmless provisions herein if the policy is a claim made policy.

Additional Requirements:

Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations: CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage: CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

Certificate Holder:

Certificate Holder shall be named as follows:

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

Certificates and endorsement can be emailed or faxed to the person listed below.

George Avila
Public Works Business Manager
T: 559.591.5924
F: 559.591.5922
Email: gavila@dinuba.ca.gov

16. GENERAL COMPLIANCE WITH LAWS. CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this Agreement. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

17. JURISDICTION. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Initial venue shall be Tulare County Superior Court, California. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

18. USE OF SUBCONSULTANTS. CONSULTANT shall not use the services of any subconsultant without the written approval by CITY prior to subconsultant commencing any work on this project. The subconsultant shall comply with all applicable provisions of this Agreement, including, but not limited to, providing records, time of completion, payment schedule, etc.

19. SUSPENSION OR ABANDONMENT WITH OR WITHOUT CAUSE. CITY may suspend or abandon, by written notice, all or a portion of the work under this Agreement for any reason. CONSULTANT may request that all or a portion of the work under this Agreement be suspended or abandoned for any reason by notifying CITY in writing. Suspension or abandonment shall only be valid upon receipt of written approval of the request by CITY.

20. CANCELLATION. This Agreement may be canceled by the Dinuba City Council upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States Mail.

    In the event of cancellation by CITY, CONSULTANT shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-performance by the CONSULTANT, in which case CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

    In the event of cancellation initiated by the CONSULTANT, CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

21. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

22. DISPUTES. All claims, counter-claims, disputes, and other matters in question between CITY and CONSULTANT that cannot be settled by agreement between the parties will be presented to the City Council of CITY for consideration. In the event the City Council cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other, as it deems necessary.

23. DEFAULTS: Subject to the extensions of time set forth herein, failure or delay be either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure,

correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence or within the times specifically set forth herein.

a. In the event of any default under this Agreement, the injured party shall give written notice of such default to the defaulting party, specifying the default complained of by the injured party. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured party may not institute court proceedings against the party in default until 30 days after giving such notice. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

b. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, access, or enforce any such rights or remedies.

24. REMEDIES. In the event of breach of any condition or provision hereof, the CITY shall have the right, by prior written notice to the CONSULTANT, to terminate this Agreement and the work hereunder and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the CITY. The CITY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the CITY there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 6 hereof.

25. EQUIPMENT. Prior authorization in writing by the CITY shall be required before the CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding $500 for supplies, equipment, or CONSULTANTS service. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANTS cost proposal and exceeding $500, with prior authorization by the CITY, three competitive quotations must be submitted with the request or the absence of competitive quotations must be adequately justified.

CONSULTANT shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, the cost, serial number, model identification, and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried is those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of $5,000 or more. In addition, theft sensitive items of equipment costing less than $5,000 shall be inventoried. A copy of the inventory record must be submitted to the CITY on request by the CITY.

At the conclusion of the Agreement or if the Agreement is terminated, the CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value or sell equipment at the best price obtainable, at a public or private sale, in accordance with established CITY procedures and credit the CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually

agreeable to the CITY and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

26. NOTICES. All notices, and approvals or demands of any kind required or desired to be given by the CITY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. CITY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

CITY: Ron Yamabe, P.E,
City of Dinuba
Public Works Department
405 E. El Monte Way
Dinuba, CA 93618
T: 559.978.1919
F: 559.591.595.5924

CONSULTANT: Project Delivery Professionals
7415 N Palm Ave, Suite 100
Fresno, CA 93711
Telephone 559.908.3057
Fax 559.449.8404

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO PROCEDURE

By: _____
Ronald Yamabe, P.E.,
Consulting Engineer

Date: _____

"CITY"

STATE OF CALIFORNIA
COUNTY OF TULARE

By: _____
Luis Patlan, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
David J Weiland, Attorney

Date: _____

"CONSULTANT"
Project Delivery Professionals California Corporation

By: _____
Kelly S. Riddle, Owner/Principal

Date: April 5, 2017

Attachments:
- Scope of Services
- Pay Schedule
- Consultant Standard Charge Rate
- Insurance Certificates

"If Contractor is a corporation, AGREEMENT must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this AGREEMENT.

If Contractor is another type of business entity, such as a partnership or limited liability company, AGREEMENT must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this AGREEMENT."

EXHIBIT A

Assistant Project and Construction Management Services

Avenue 416 / EL Monte Way Widening
City of Dinuba

Scope of Work

TASK 1 – ASSISTANT PROJECT AND CONSTRUCTION MANAGEMENT

PDP shall provide a qualified construction manager (Mark Bartlett) and project manager (Kelly Riddle) to assist SGI Construction Management in project and construction management services during the final construction and close-out of the Ave 416 / El Monte Way Widening project. The City will provide the Resident Engineer to the Construction Manager with regard to activities at the construction site. The City will also provide a Public Works Inspector, as needed, to supplement the SGI inspector.

Services include documentation of all construction and close-out activities, interpretation of Contractor's conformance to Project Plans, Specifications, Contract documents, and regulatory permits. Assess the acceptability of the Contractor's work by visual observation, photo and video documentation, and verification of all applicable soils and materials testing. When necessary, issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, take appropriate action to ensure correction. Manage requests for clarification, coordinate Contractor's claims and prepare independent progress pay estimates.

1.1 Team Meetings – Coordinate anticipated meetings with Contractor, City and other agencies. Prepare agendas and detailed meeting notes of all meetings, and provide these to the City and SGI.

TASK 2 – CONSTRUCTION MANAGEMENT PLAN

Project Delivery Professionals shall follow the existing Construction Management Plan provided by SGI Construction Management.

TASK 3 – SCHEDULE REVIEW

Project Delivery Professionals shall review the Contractor's Construction Schedule, request updates and track delays or accelerations based on actual Contractor operations as defined by the current CPM. PDP will provide a final schedule update to

the City at the completion and acceptance of the Project, provided the P6 computer software and computer is provided by SGI Construction Management.

TASK 4 – COST CONTROL AND MONTHLY PROGRESS PAYMENTS

Use existing cost control procedures to assist SGI Construction Management to track progress payments, contract change orders, claims and extra work requests. Prepare quantities and estimates for monthly progress payments and recommend approval to the City. Maintain cost accounting records (progress payments, contract change orders status, etc.) in accordance with City procedures. The calculations of quantities and documentation shall be in a form approved by the City.

TASK 5 – CONTRACT MODIFICATIONS AND EXTRA WORK, CONTRACT CHANGE ORDERS AND CLAIMS

Use existing procedures to assist SGI Construction Management to evaluate and administer all Contract Modifications, request for information, change orders and claims. All Contract modifications, extra work, and Contract Change Orders shall be approved by the City. Complete all required documentation to process changes for SGI and City approval. Project Delivery Professionals shall assist SGI Construction Management and the City in post-completion disputes with the Contractor, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

TASK 6 – SUBMITTALS AND CLARIFICATIONS

Project Delivery Professionals shall review and respond to all contractor requests for information (RFI) or clarification. Issue necessary clarifications and interpretations of the contract project documents in response to requests by the Contractor in a manner as described by the CPM. Review and respond to all submittals, including but not limited to, shop drawings, product data, and product samples. Coordinate submittal and RFI responses with design consultant, applicable third-party agencies, i.e., AID, SGI and the City.

TASK 7 – FIELD INSPECTION

Project Delivery Professionals shall monitor the Contractor’s performance from the perspectives of quality, cost and schedule, and shall enforce the requirements of applicable plans, specifications and Contract documents. Daily reports and diaries of the Contractor’s construction activities will be completed and available to the CM at any time.

TASK 8 – TESTING

Project Delivery Professionals shall coordinate and monitor all field and laboratory testing of soils, backfill, structural backfill, aggregate base, asphalt, concrete, and other testing required by law or the construction specifications. Caltrans certified technicians

shall complete all testing work, and all laboratory facilities shall be certified to perform the respective test approved by the City. PDP shall review results of tests, forward copies to SGI and the City and work with the Contractor to resolve deficiencies or defective work. All test procedures will be in accordance with the Contract documents and applicable specifications.

TASK 9 – FINAL COMPLETIONS AND ACCEPTANCE

Project Delivery Professionals will assist SGI and the City to ensure the all items on punch list provided by SGI are completed. Once all work is complete, deliver a statement to SGI and the City indicating that the Project has been completed in accordance with the Project conditions of approval, Project Improvement Plans, Construction Contract Documents and recommends acceptance. A signed proposed final estimate (PFE) shall accompany the recommendation for acceptance.

TASK 10 – PROJECT CLOSE-OUT

Project Delivery Professionals shall assist SGI Construction Management in verifying all operating and/or regulatory permits are obtained and inspections are compiled with and completed. Submit to the City the following close-out items:

- All records, maps and plans maintained during construction.
- Al approved shop drawings, submittals and manufacture's literature maintained during the Project.
- One complete set of annotated progress photographs, bound chronologically, and videotapes taken before and during construction.
- One set of record drawings of field changes in neat red pencil.
- The original set of all permits, inspection reports, summaries, testing documents, meetings minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
- A set of red line record drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness and a recommendation for the City to accept the Record Drawings.

EXHIBIT B

Fee Schedule

Position	Name	Hourly Rate
Project Manager	Kelly Riddle	$ 0.00
Construction Manager	Mark Bartlett	$100.00

1 Project Delivery Professionals proposes to bill on a time and material basis, with a 10% mark-up on allowable reimbursable expenses.

2 Allowable reimbursable expenses typically include: (a) insurance in excess of current coverage; (b) specialty consultants not included in the staffing plan above; (c) transportation in connection with the project, authorized out of town travel and subsistence, and electronic communications; (d) cost of schedule control software and project management collaboration application software; (e) prints, plans or specifications required by the client or the clients of the consultants and any other specialty consultants, including all reproductions required by approval authorities having jurisdiction over the Program/Project.

City Council Staff Report

Department: CITY MANAGER'S OFFICE April 11, 2017

To: Mayor and City Council

From: Maggie Moreno, Administrative Services Director

By: Linda Barkley, Deputy City Clerk

Subject: Approval of Warrant Register, March 31; April 7, 2017 (MM)

RECOMMENDATION

Council approve the warrant register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. WR 03.31.17
B. WR 04.07.17

Accounts Payable Invoice Report

Payment Date Range 03/26/17 - 03/31/17
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 **72 - A-C Electric Company**									
VT0747-001	Supplies	Paid by Check #12250		03/23/2017	03/31/2017	03/31/2017		03/31/2017	387.77
		Vendor **72 - A-C Electric Company** Totals				Invoices	1		$387.77
Vendor **890 - A.J. Excavation**									
1	AJ Excavation - Hayes Ave. Imp. Saginaw to North Way	Paid by Check #12251		03/24/2017	03/31/2017	03/31/2017		03/31/2017	292,008.67
		Vendor **890 - A.J. Excavation** Totals				Invoices	1		$292,008.67
Vendor **32 - Acme Rotary Broom Service**									
6944	Repairs/Maintenance	Paid by Check #12252		03/15/2017	03/31/2017	03/31/2017		03/31/2017	2,108.48
		Vendor **32 - Acme Rotary Broom Service** Totals				Invoices	1		$2,108.48
Vendor **263 - Advantek Benefit Administrators**									
1704 0011	April 2017	Paid by Check #12253		03/24/2017	03/31/2017	03/31/2017		03/31/2017	56,117.67
3/24/17	Funding request	Paid by Check #12254		03/24/2017	03/31/2017	03/31/2017		03/31/2017	13,715.35
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	2		$69,833.02
Vendor **17 - AT&T**									
93910547292/17	Telephone	Paid by Check #12255		02/13/2017	03/31/2017	03/31/2017		03/31/2017	42.71
93910372773/17	9391037277	Paid by Check #12256		03/10/2017	03/31/2017	03/31/2017		03/31/2017	21.63
93910544723/17	9391054472	Paid by Check #12256		03/10/2017	03/31/2017	03/31/2017		03/31/2017	37.41
93910544743/17	9391054474	Paid by Check #12256		03/10/2017	03/31/2017	03/31/2017		03/31/2017	41.16
93910544753/17	Telephone	Paid by Check #12255		03/10/2017	03/31/2017	03/31/2017		03/31/2017	17.81
93910544763/17	9391054476	Paid by Check #12257		03/10/2017	03/31/2017	03/31/2017		03/31/2017	19.87
93910544773/17	Telephone	Paid by Check #12256		03/10/2017	03/31/2017	03/31/2017		03/31/2017	19.66
93910544783/17	9391054478	Paid by Check #12256		03/10/2017	03/31/2017	03/31/2017		03/31/2017	19.66
93910544613/17	9391054461	Paid by Check #12257		03/11/2017	03/31/2017	03/31/2017		03/31/2017	30.73
93910544623/17	DSC Phone 591-2450 2/11 - 3/10/17	Paid by Check #12255		03/11/2017	03/31/2017	03/31/2017		03/31/2017	57.24
93910544633/17	DVC Phone 591-2883 2/11 - 3/10/17	Paid by Check #12255		03/11/2017	03/31/2017	03/31/2017		03/31/2017	19.66
93910544663/17	9391054466	Paid by Check #12257		03/11/2017	03/31/2017	03/31/2017		03/31/2017	19.69
93910544673/17	9391054467	Paid by Check #12257		03/11/2017	03/31/2017	03/31/2017		03/31/2017	37.67
93910544683/17	Communications	Paid by Check #12255		03/11/2017	03/31/2017	03/31/2017		03/31/2017	17.53
93910544693/17	Communications	Paid by Check #12255		03/11/2017	03/31/2017	03/31/2017		03/31/2017	17.76
93910547383/17	9391054738	Paid by Check #12257		03/11/2017	03/31/2017	03/31/2017		03/31/2017	218.06
93910547403/17	Communications	Paid by Check #12255		03/11/2017	03/31/2017	03/31/2017		03/31/2017	397.39
93910547413/17	Telephone	Paid by Check #12256		03/11/2017	03/31/2017	03/31/2017		03/31/2017	262.92
93910547443/17	Telephone	Paid by Check #12255		03/11/2017	03/31/2017	03/31/2017		03/31/2017	214.80
93910547453/17	DVC Phone 596-2169 2/11 - 3/10/17	Paid by Check #12255		03/11/2017	03/31/2017	03/31/2017		03/31/2017	71.61
93910547563/17	9391054756	Paid by Check #12257		03/11/2017	03/31/2017	03/31/2017		03/31/2017	378.91

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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 **17 - AT&T**									
93910547293/17	Telephone	Paid by Check #12257		03/13/2017	03/31/2017	03/31/2017		03/31/2017	42.71
			Vendor **17 - AT&T** Totals			Invoices	22		$2,006.59
Vendor **748 - Bankcard Center**									
2360 3/14/17	Miscellaneous	Paid by Check #12258		03/14/2017	03/31/2017	03/31/2017		03/31/2017	218.42
6502 3/14/17	Supplies	Paid by Check #12258		03/14/2017	03/31/2017	03/31/2017		03/31/2017	1,289.94
8025 3/14/17	Miscellaneous	Paid by Check #12258		03/14/2017	03/31/2017	03/31/2017		03/31/2017	615.00
			Vendor **748 - Bankcard Center** Totals			Invoices	3		$2,123.36
Vendor **65 - Banner Pest Control**									
179188	Professional Services	Paid by Check #12259		03/06/2017	03/31/2017	03/31/2017		03/31/2017	75.00
179334	Professional Services	Paid by Check #12259		03/20/2017	03/31/2017	03/31/2017		03/31/2017	75.00
			Vendor **65 - Banner Pest Control** Totals			Invoices	2		$150.00
Vendor **557 - Linda Barkley**									
Ed. Reimb. 2017	Miscellaneous	Paid by Check #12260		03/21/2017	03/31/2017	03/31/2017		03/31/2017	150.00
			Vendor **557 - Linda Barkley** Totals			Invoices	1		$150.00
Vendor **105 - Best Uniforms**									
40740	Uniforms	Paid by Check #12261		03/25/2017	03/31/2017	03/31/2017		03/31/2017	86.38
			Vendor **105 - Best Uniforms** Totals			Invoices	1		$86.38
Vendor **116 - BSK Analytical Laboratories**									
A706093	Professional Services	Paid by Check #12262		03/09/2017	03/31/2017	03/31/2017		03/31/2017	108.00
A706399	Professional Services	Paid by Check #12262		03/13/2017	03/31/2017	03/31/2017		03/31/2017	121.00
A706732	Professional Services	Paid by Check #12262		03/16/2017	03/31/2017	03/31/2017		03/31/2017	160.00
A707143	Professional Services	Paid by Check #12262		03/22/2017	03/31/2017	03/31/2017		03/31/2017	121.00
			Vendor **116 - BSK Analytical Laboratories** Totals			Invoices	4		$510.00
Vendor **739 - Business Card**									
0364 3/15/17	Miscellaneous	Paid by EFT #405		03/15/2017	03/31/2017	03/31/2017		03/31/2017	118.56
2283 3/15/17	Miscellaneous	Paid by EFT #401		03/15/2017	03/31/2017	03/31/2017		03/31/2017	139.99
6464 3/15/17	Travel & Training	Paid by EFT #403		03/15/2017	03/31/2017	03/31/2017		03/31/2017	298.00
6858 3/15/17	Food & Beverages	Paid by EFT #404		03/15/2017	03/31/2017	03/31/2017		03/31/2017	23.36
7424 3/15/17	Supplies	Paid by EFT #402		03/15/2017	03/31/2017	03/31/2017		03/31/2017	393.55
			Vendor **739 - Business Card** Totals			Invoices	5		$973.46
Vendor **80 - California Business Machines**									
172457	Contractual	Paid by Check #12263		03/20/2017	03/31/2017	03/31/2017		03/31/2017	485.96
			Vendor **80 - California Business Machines** Totals			Invoices	1		$485.96

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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 **246 - Central San Joaquin Valley Risk Management Auth.**									
RMA-2017-0182	CDI140 2016/17 4th Qtr Deposits	Paid by Check #12264		03/17/2017	03/31/2017	03/31/2017		03/31/2017	276,372.00
		Vendor **246 - Central San Joaquin Valley Risk Management Auth.** Totals				Invoices	1		$276,372.00
Vendor **599 - Carlos Chavez, JR**									
Ed. Reim. 2017	Educ. Reimbursment	Paid by Check #12265		03/20/2017	03/31/2017	03/31/2017		03/31/2017	200.00
		Vendor **599 - Carlos Chavez, JR** Totals				Invoices	1		$200.00
Vendor **1273 - Cook's Communications Corp.**									
131850	Repairs/Maintenance	Paid by Check #12266		02/21/2017	03/31/2017	03/31/2017		03/31/2017	283.84
		Vendor **1273 - Cook's Communications Corp.** Totals				Invoices	1		$283.84
Vendor **232 - Courier Printing and Village Printer**									
C25116	Supplies	Paid by Check #12267		03/24/2017	03/31/2017	03/31/2017		03/31/2017	48.83
		Vendor **232 - Courier Printing and Village Printer** Totals				Invoices	1		$48.83
Vendor **1021 - De Nora Water Technologies Inc.**									
1131564	Supplies	Paid by Check #12268		02/28/2017	03/31/2017	03/31/2017		03/31/2017	22.01
		Vendor **1021 - De Nora Water Technologies Inc.** Totals				Invoices	1		$22.01
Vendor **30 - Dinuba Chamber of Commerce**									
2017 Bus. Expo	Community Event	Paid by Check #12269		02/15/2017	03/31/2017	03/31/2017		03/31/2017	500.00
		Vendor **30 - Dinuba Chamber of Commerce** Totals				Invoices	1		$500.00
Vendor **341 - Dinuba Tires LLC**									
69858	Repairs/Maintenance	Paid by Check #12270		03/21/2017	03/31/2017	03/31/2017		03/31/2017	15.00
69862	Repairs/Maintenance	Paid by Check #12270		03/22/2017	03/31/2017	03/31/2017		03/31/2017	10.00
		Vendor **341 - Dinuba Tires LLC** Totals				Invoices	2		$25.00
Vendor **200 - Dinuba Unified School District**									
1097	DSC Senior Monthly Lunches - Feb. 2017	Paid by Check #12271		03/01/2017	03/31/2017	03/31/2017		03/31/2017	3,200.00
		Vendor **200 - Dinuba Unified School District** Totals				Invoices	1		$3,200.00
Vendor **62 - Ed Dena's Auto Center**									
201011CVR	Repairs/Maintenance	Paid by Check #12272		03/22/2017	03/31/2017	03/31/2017		03/31/2017	163.67
201044CVR	Repairs/Maintenance	Paid by Check #12272		03/23/2017	03/31/2017	03/31/2017		03/31/2017	155.94
		Vendor **62 - Ed Dena's Auto Center** Totals				Invoices	2		$319.61
Vendor **309 - Elbert Distributing**									
3205364	Supplies	Paid by Check #12273		03/22/2017	03/31/2017	03/31/2017		03/31/2017	339.63
		Vendor **309 - Elbert Distributing** Totals				Invoices	1		$339.63

Accounts Payable Invoice Report

Payment Date Range 03/26/17 - 03/31/17
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 **1127 - Emergency Safety Supply**									
548	Supplies	Paid by Check #12274		02/01/2017	03/31/2017	03/31/2017		03/31/2017	796.24
		Vendor **1127 - Emergency Safety Supply** Totals				Invoices	1		$796.24
Vendor **527 - Everbank Commercial Finance, Inc.**									
4320253	5050N Copier	Paid by Check #12275		03/13/2017	03/31/2017	03/31/2017		03/31/2017	213.82
		Vendor **527 - Everbank Commercial Finance, Inc.** Totals				Invoices	1		$213.82
Vendor **603 - Mario Febres**									
Ed. Reimb. 2017	Educ. Reimbursement	Paid by Check #12276		02/13/2017	03/31/2017	03/31/2017		03/31/2017	350.00
		Vendor **603 - Mario Febres** Totals				Invoices	1		$350.00
Vendor **235 - FERGUSON ENTERPRISES, INC.**									
1252545	Supplies	Paid by Check #12277		03/08/2017	03/31/2017	03/31/2017		03/31/2017	328.39
		Vendor **235 - FERGUSON ENTERPRISES, INC.** Totals				Invoices	1		$328.39
Vendor **171 - Fruit Growers Supply Co.**									
91843405	Supplies	Paid by Check #12278		03/08/2017	03/31/2017	03/31/2017		03/31/2017	482.61
		Vendor **171 - Fruit Growers Supply Co.** Totals				Invoices	1		$482.61
Vendor **825 - G & K Services, Co.**									
1258881897	Transit 3/15/2017 Service	Paid by Check #12279		03/15/2017	03/31/2017	03/31/2017		03/31/2017	72.62
1258881898	Cleaning Supplies	Paid by Check #12279		03/15/2017	03/31/2017	03/31/2017		03/31/2017	80.10
1258884600	Cleaning Supplies	Paid by Check #12279		03/22/2017	03/31/2017	03/31/2017		03/31/2017	65.60
1258884601	Cleaning Supplies	Paid by Check #12279		03/22/2017	03/31/2017	03/31/2017		03/31/2017	18.00
		Vendor **825 - G & K Services, Co.** Totals				Invoices	4		$236.32
Vendor **252 - Geil Enterprises, Inc.**									
321708	Contractual	Paid by Check #12280		04/01/2017	03/31/2017	03/31/2017		03/31/2017	377.00
		Vendor **252 - Geil Enterprises, Inc.** Totals				Invoices	1		$377.00
Vendor **712 - Golden State Overnight**									
3297244	Transit	Paid by Check #12281		03/15/2017	03/31/2017	03/31/2017		03/31/2017	19.43
		Vendor **712 - Golden State Overnight** Totals				Invoices	1		$19.43
Vendor **496 - The Hanover Insurance Company**									
3/15/2017	1510035463-001-000	Paid by Check #12282		03/15/2017	03/31/2017	03/31/2017		03/31/2017	208.00
		Vendor **496 - The Hanover Insurance Company** Totals				Invoices	1		$208.00

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Payment Date Range 03/26/17 - 03/31/17
Report By Vendor - Invoice
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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **1150 - Hoffman Security**									
321029	DSC Security Monitoring Srvs 4/1 - 4/30/2017	Paid by Check #12283		03/20/2017	03/31/2017	03/31/2017		03/31/2017	99.00
		Vendor **1150 - Hoffman Security** Totals				Invoices	1		$99.00
Vendor **472 - Jacobson James & Associates**									
1702.0126	Professional Services	Paid by Check #12284		03/15/2017	03/31/2017	03/31/2017		03/31/2017	229.20
		Vendor **472 - Jacobson James & Associates** Totals				Invoices	1		$229.20
Vendor **879 - Kiplinger's Personal Finance**									
2017-2018	Dues & Subscriptions	Paid by Check #12285		03/08/2017	03/31/2017	03/31/2017		03/31/2017	26.97
		Vendor **879 - Kiplinger's Personal Finance** Totals				Invoices	1		$26.97
Vendor **281 - Law and Associates Investigations**									
1399	Professional Services	Paid by Check #12286		03/16/2017	03/31/2017	03/31/2017		03/31/2017	600.00
		Vendor **281 - Law and Associates Investigations** Totals				Invoices	1		$600.00
Vendor **89 - Liebert Cassidy Whitmore**									
1436143	Client/Matter No.: DI030-00001	Paid by Check #12287		02/28/2017	03/31/2017	03/31/2017		03/31/2017	577.00
1436144	Client/Matter No.: DI030-00006	Paid by Check #12287		02/28/2017	03/31/2017	03/31/2017		03/31/2017	2,728.00
		Vendor **89 - Liebert Cassidy Whitmore** Totals				Invoices	2		$3,305.00
Vendor **22 - Moore Twining Associates Inc.**									
7126059	Professional Services	Paid by Check #12288		03/14/2017	03/31/2017	03/31/2017		03/31/2017	88.00
7126064	Professional Services	Paid by Check #12288		03/14/2017	03/31/2017	03/31/2017		03/31/2017	88.00
7126149	Professional Services	Paid by Check #12288		03/17/2017	03/31/2017	03/31/2017		03/31/2017	88.00
7126150	Professional Services	Paid by Check #12288		03/17/2017	03/31/2017	03/31/2017		03/31/2017	80.00
7126151	Professional Services	Paid by Check #12288		03/17/2017	03/31/2017	03/31/2017		03/31/2017	138.00
7126156	Professional Services	Paid by Check #12288		03/17/2017	03/31/2017	03/31/2017		03/31/2017	88.00
		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices	6		$570.00
Vendor **88 - Municipal Maintenance Equipment Inc.**									
0117266-IN	Repairs/Maintenance	Paid by Check #12289		03/09/2017	03/31/2017	03/31/2017		03/31/2017	178.80
0117291-IN	Repairs/Maintenance	Paid by Check #12289		03/15/2017	03/31/2017	03/31/2017		03/31/2017	52.58
		Vendor **88 - Municipal Maintenance Equipment Inc.** Totals				Invoices	2		$231.38
Vendor **884 - Napa Auto Parts**									
317088	Repairs/Maintenance	Paid by Check #12290		08/06/2016	03/31/2017	03/31/2017		03/31/2017	(103.94)
363758	Repairs/Maintenance	Paid by Check #12290		03/22/2017	03/31/2017	03/31/2017		03/31/2017	169.24
		Vendor **884 - Napa Auto Parts** Totals				Invoices	2		$65.30
Vendor **142 - Office Depot BSD**									
912664184001	Office Supplies	Paid by Check #12291		03/13/2017	03/31/2017	03/31/2017		03/31/2017	151.89

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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 **142 - Office Depot BSD**									
913727222001	Office Supplies	Paid by Check #12291		03/16/2017	03/31/2017	03/31/2017		03/31/2017	72.47
			Vendor **142 - Office Depot BSD** Totals			Invoices	2		$224.36
Vendor **76 - Pacific Gas & Electric**									
338077954233/17	Utilites	Paid by Check #12292		03/14/2017	03/31/2017	03/31/2017		03/31/2017	186.26
640799572503/17	Utilites	Paid by Check #12292		03/15/2017	03/31/2017	03/31/2017		03/31/2017	645.95
954874984793.17	Utilites	Paid by Check #12292		03/15/2017	03/31/2017	03/31/2017		03/31/2017	65.11
917922255333/17	Utilities	Paid by Check #12292		03/16/2017	03/31/2017	03/31/2017		03/31/2017	1,069.31
			Vendor **76 - Pacific Gas & Electric** Totals			Invoices	4		$1,966.63
Vendor **38 - Buttonwillow Nursery Reedley Irrigation System**									
RIS-POSLEFT-415	Repairs/Maintenance	Paid by Check #12293		03/16/2017	03/31/2017	03/31/2017		03/31/2017	58.19
			Vendor **38 - Buttonwillow Nursery Reedley Irrigation System** Totals			Invoices	1		$58.19
Vendor **124 - Reedley Veterinary Hospital**									
5	Professional Services	Paid by Check #12294		03/21/2017	03/31/2017	03/31/2017		03/31/2017	920.00
			Vendor **124 - Reedley Veterinary Hospital** Totals			Invoices	1		$920.00
Vendor **349 - RES COM Pest Control**									
1515104	Professional Services	Paid by Check #12295		03/17/2017	03/31/2017	03/31/2017		03/31/2017	40.00
1514964	Professional Services	Paid by Check #12295		03/21/2017	03/31/2017	03/31/2017		03/31/2017	34.00
			Vendor **349 - RES COM Pest Control** Totals			Invoices	2		$74.00
Vendor **42 - Scout Specialties**									
105874	Supplies	Paid by Check #12296		03/15/2017	03/31/2017	03/31/2017		03/31/2017	43.83
			Vendor **42 - Scout Specialties** Totals			Invoices	1		$43.83
Vendor **957 - Shred-It USA LLC**									
8121975862	Professional Services	Paid by Check #12297		03/15/2017	03/31/2017	03/31/2017		03/31/2017	89.18
			Vendor **957 - Shred-It USA LLC** Totals			Invoices	1		$89.18
Vendor **61 - Silvas Oil Company Inc.**									
693177	Fuels	Paid by Check #12298		03/10/2017	03/31/2017	03/31/2017		03/31/2017	1,333.25
			Vendor **61 - Silvas Oil Company Inc.** Totals			Invoices	1		$1,333.25
Vendor **361 - SJVAPCD**									
S132340	Supplies	Paid by Check #12299		03/02/2017	03/31/2017	03/31/2017		03/31/2017	264.00
			Vendor **361 - SJVAPCD** Totals			Invoices	1		$264.00

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **229 - Snap on Tools**									
03171725036	Tools	Paid by Check #12300		03/17/2017	03/31/2017	03/31/2017		03/31/2017	52.03
			Vendor **229 - Snap on Tools** Totals			Invoices	1		$52.03
Vendor **431 - Sparkletts**									
5080520 030917	Supplies	Paid by Check #12301		03/09/2017	03/31/2017	03/31/2017		03/31/2017	166.03
			Vendor **431 - Sparkletts** Totals			Invoices	1		$166.03
Vendor **742 - Staples Credit Plan**									
2193654 3/15/17	Office Supplies	Paid by Check #12302		03/15/2017	03/31/2017	03/31/2017		03/31/2017	80.14
			Vendor **742 - Staples Credit Plan** Totals			Invoices	1		$80.14
Vendor **278 - Supplyworks**									
394497614	Supplies	Paid by Check #12303		03/10/2017	03/31/2017	03/31/2017		03/31/2017	187.72
394638308	Cleaning Supplies	Paid by Check #12303		03/14/2017	03/31/2017	03/31/2017		03/31/2017	437.17
394638316	Cleaning Supplies	Paid by Check #12303		03/14/2017	03/31/2017	03/31/2017		03/31/2017	215.95
394638324	Cleaning Supplies	Paid by Check #12303		03/14/2017	03/31/2017	03/31/2017		03/31/2017	312.85
			Vendor **278 - Supplyworks** Totals			Invoices	4		$1,153.69
Vendor **301 - T&T Pavement Markings and Products**									
2017091	Supplies	Paid by Check #12304		03/07/2017	03/31/2017	03/31/2017		03/31/2017	637.44
2017095	Supplies	Paid by Check #12304		03/10/2017	03/31/2017	03/31/2017		03/31/2017	1,192.89
			Vendor **301 - T&T Pavement Markings and Products** Totals			Invoices	2		$1,830.33
Vendor **92 - Target Specialtiy Products**									
PI0603094	Supplies	Paid by Check #12305		03/16/2017	03/31/2017	03/31/2017		03/31/2017	1,390.73
			Vendor **92 - Target Specialtiy Products** Totals			Invoices	1		$1,390.73
Vendor **49 - Tulare County**									
15177	Transit- Surveillance signs	Paid by Check #12306		03/24/2017	03/31/2017	03/31/2017		03/31/2017	129.30
			Vendor **49 - Tulare County** Totals			Invoices	1		$129.30
Vendor **440 - Tyco Intergrated Secrutiy**									
28268157	Maintenance	Paid by Check #12307		03/11/2017	03/31/2017	03/31/2017		03/31/2017	299.88
			Vendor **440 - Tyco Intergrated Secrutiy** Totals			Invoices	1		$299.88
Vendor **154 - USA Bluebook**									
208968	Supplies	Paid by Check #12308		03/17/2017	03/31/2017	03/31/2017		03/31/2017	1,494.38
			Vendor **154 - USA Bluebook** Totals			Invoices	1		$1,494.38

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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 **101 - Valley Soil & Forest Products**									
14049	Supplies	Paid by Check #12309		03/15/2017	03/31/2017	03/31/2017		03/31/2017	150.00
		Vendor **101 - Valley Soil & Forest Products** Totals				Invoices	1		$150.00
Vendor **354 - Verizon Wireless**									
9781830825	Communications	Paid by Check #12310		03/10/2017	03/31/2017	03/31/2017		03/31/2017	2,080.82
		Vendor **354 - Verizon Wireless** Totals				Invoices	1		$2,080.82
Vendor **27 - The Visalia Times-Delta**									
TD0054706 032917	Dues & Subscriptions	Paid by Check #12311		02/24/2017	03/31/2017	03/31/2017		03/31/2017	33.00
		Vendor **27 - The Visalia Times-Delta** Totals				Invoices	1		$33.00
Vendor **104 - Vision Service Plan**									
April 2017	12 003055 0002	Paid by Check #12312		03/21/2017	03/31/2017	03/31/2017		03/31/2017	2,964.87
		Vendor **104 - Vision Service Plan** Totals				Invoices	1		$2,964.87
Vendor **820 - Vulcan Materials Company**									
71395101	Supplies	Paid by Check #12313		03/17/2017	03/31/2017	03/31/2017		03/31/2017	549.59
71395102	Supplies	Paid by Check #12313		03/17/2017	03/31/2017	03/31/2017		03/31/2017	901.65
		Vendor **820 - Vulcan Materials Company** Totals				Invoices	2		$1,451.24
Vendor **14 - W & E Electric**									
1702063	Supplies	Paid by Check #12314		02/15/2017	03/31/2017	03/31/2017		03/31/2017	90.00
1702101	Repairs/Maintenance	Paid by Check #12314		02/27/2017	03/31/2017	03/31/2017		03/31/2017	90.00
		Vendor **14 - W & E Electric** Totals				Invoices	2		$180.00
Vendor **549 - Wal-Mart**									
2443 03/09/17	Supplies	Paid by Check #12315		03/09/2017	03/31/2017	03/31/2017		03/31/2017	25.04
2450 3/16/17	Supplie	Paid by Check #12316		03/16/2017	03/31/2017	03/31/2017		03/31/2017	113.73
		Vendor **549 - Wal-Mart** Totals				Invoices	2		$138.77
				Grand Totals		Invoices	121		$678,841.92

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **1143 - AAA Quality Services, Inc.**									
00251826	Fy 16/17-Parks-Portable potty rental-Centenial	Paid by Check #12336		03/18/2017	04/07/2017	04/07/2017	03/24/2017	04/07/2017	265.59
00251833	Fy 16/17-Parks-Potty rental-Nebraska Park	Paid by Check #12336		03/18/2017	04/07/2017	04/07/2017	03/24/2017	04/07/2017	265.59
00251834	Fy 16/17-Parks-Potty rental-Alice park	Paid by Check #12336		03/18/2017	04/07/2017	04/07/2017	03/24/2017	04/07/2017	265.59
		Vendor **1143 - AAA Quality Services, Inc.** Totals				Invoices	3		$796.77
Vendor **79 - AD Group DBA Shelton Turnbull**									
345106	March 2017	Paid by Check #12337		03/15/2017	04/07/2017	04/07/2017		04/07/2017	25.00
		Vendor **79 - AD Group DBA Shelton Turnbull** Totals				Invoices	1		$25.00
Vendor **263 - Advantek Benefit Administrators**									
03/31/2017	Funding request	Paid by Check #12338		03/31/2017	04/07/2017	04/07/2017		04/07/2017	17,092.38
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	1		$17,092.38
Vendor **66 - Alta Pump Company**									
14758	alta pump well improvements	Paid by Check #12339		03/23/2017	04/07/2017	04/07/2017		04/07/2017	8,927.79
		Vendor **66 - Alta Pump Company** Totals				Invoices	1		$8,927.79
Vendor **55 - American Water Works Association**									
7001325433	Membership for Ismael Hernandez	Paid by Check #12340		01/27/2017	04/07/2017	04/07/2017		04/07/2017	262.00
		Vendor **55 - American Water Works Association** Totals				Invoices	1		$262.00
Vendor **17 - AT&T**									
93910547333/17	IntraLATA DS0 Service	Paid by Check #12342		03/20/2017	04/07/2017	04/07/2017		04/07/2017	42.71
93910547363/17	Channel termination data transport service	Paid by Check #12342		03/20/2017	04/07/2017	04/07/2017		04/07/2017	197.08
55959585833/17	Telephone	Paid by Check #12341		03/25/2017	04/07/2017	04/07/2017		04/07/2017	251.01
55959599993/17	Telephone	Paid by Check #12341		03/25/2017	04/07/2017	04/07/2017		04/07/2017	120.36
		Vendor **17 - AT&T** Totals				Invoices	4		$611.16
Vendor **289 - AT&T Mobility LLC**									
2870151831243/17	Telephone	Paid by Check #12348		03/16/2017	04/07/2017	04/07/2017		04/07/2017	392.12
2870151847343/17	March 2017	Paid by Check #12343		03/16/2017	04/07/2017	04/07/2017		04/07/2017	329.09
2872350721993/17	Telephone	Paid by Check #12344		03/16/2017	04/07/2017	04/07/2017		04/07/2017	93.04
2872412835623/17	Telephone	Paid by Check #12347		03/16/2017	04/07/2017	04/07/2017		04/07/2017	799.19
8287427053/17	Telephone	Paid by Check #12345		03/16/2017	04/07/2017	04/07/2017		04/07/2017	464.29
8320953573/17	Telephone	Paid by Check #12346		03/16/2017	04/07/2017	04/07/2017		04/07/2017	65.86
9903987553/17	Telephone	Paid by Check #12349		03/16/2017	04/07/2017	04/07/2017		04/07/2017	228.93
9932121123/17	Communications	Paid by Check #12350		03/16/2017	04/07/2017	04/07/2017		04/07/2017	32.01
		Vendor **289 - AT&T Mobility LLC** Totals				Invoices	8		$2,404.53

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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 **1162 - Betts & Rubin**									
4	Legal Services	Paid by Check #12351		11/21/2016	04/07/2017	04/07/2017		04/07/2017	8,950.00
5	Legal Services (lawyers)	Paid by Check #12351		12/14/2016	04/07/2017	04/07/2017		04/07/2017	2,025.00
6	Legal Services	Paid by Check #12351		02/01/2017	04/07/2017	04/07/2017		04/07/2017	6,640.00
7	Legal Services (lawyers)	Paid by Check #12351		02/23/2017	04/07/2017	04/07/2017		04/07/2017	375.00
8	Legal Services (lawyers)	Paid by Check #12351		03/24/2017	04/07/2017	04/07/2017		04/07/2017	125.00
			Vendor **1162 - Betts & Rubin** Totals			Invoices	5		$18,115.00
Vendor **74 - Buddy's Trophies & Advertising Spec.**									
21304	Fy 16/17-Sportsplex-Plaques for 3on3 Tourny	Paid by Check #12352		03/16/2017	04/07/2017	04/07/2017	04/03/2017	04/07/2017	62.74
			Vendor **74 - Buddy's Trophies & Advertising Spec.** Totals			Invoices	1		$62.74
Vendor **1172 - Builders Concrete Inc.**									
134625	Builders Concretet Sidewalk project	Paid by Check #12353		03/22/2017	04/07/2017	04/07/2017		04/07/2017	836.54
			Vendor **1172 - Builders Concrete Inc.** Totals			Invoices	1		$836.54
Vendor **327 - CalAct**									
2017-0332	2017 Local/Regional Government Agency Membership - George Avila	Paid by Check #12354		03/29/2017	04/07/2017	04/07/2017		04/07/2017	460.00
			Vendor **327 - CalAct** Totals			Invoices	1		$460.00
Vendor **94 - California Public Employees Retirement**									
Mar17 25833	Accrual Liability Mar 2017 25833	Paid by EFT #406		03/23/2017	04/03/2017	04/03/2017		04/03/2017	2.33
Mar17 25834	Accrual Liability Mar 2017 25834	Paid by EFT #407		03/23/2017	04/03/2017	04/03/2017		04/03/2017	41.22
Mar17 27400	Accrual Liability Mar 2017 27400	Paid by EFT #408		03/23/2017	04/03/2017	04/03/2017		04/03/2017	5.39
Mar17 873	Accrual Liability Mar 2017 873	Paid by EFT #409		03/23/2017	04/03/2017	04/03/2017		04/03/2017	29,318.86
Mar17 874	Accrual Liability Mar 2017 874	Paid by EFT #410		03/23/2017	04/03/2017	04/03/2017		04/03/2017	46,463.45
			Vendor **94 - California Public Employees Retirement** Totals			Invoices	5		$75,831.25
Vendor **1257 - Robert Canales**									
Reimburse 4/3/17	Retireee Medicare prescription insurance 4/1/17	Paid by Check #12355		04/03/2017	04/07/2017	04/07/2017		04/07/2017	106.00
			Vendor **1257 - Robert Canales** Totals			Invoices	1		$106.00
Vendor **1238 - Coleman & Horowitt, LLP**									
15224-01Feb 2017	Coleman & Horowitt Ave 416 Legal fees	Paid by Check #12356		02/28/2017	04/07/2017	04/07/2017		04/07/2017	1,560.00
			Vendor **1238 - Coleman & Horowitt, LLP** Totals			Invoices	1		$1,560.00
Vendor **170 - Comcast**									
0191269 3/22/17	8155 50 018 0191269	Paid by Check #12357		03/22/2017	04/07/2017	04/07/2017		04/07/2017	212.28
0000668 3/27/17	8155 50 018 0000668	Paid by Check #12358		03/27/2017	04/07/2017	04/07/2017		04/07/2017	.05

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Vendor **170 - Comcast**									
0002177 3/27/17	Communications	Paid by Check #12359		03/27/2017	04/07/2017	04/07/2017		04/07/2017	88.11
0002763 3/27/17	8155 50 018 0002763	Paid by Check #12360		03/27/2017	04/07/2017	04/07/2017		04/07/2017	236.12
0181138 3/27/17	Communications	Paid by Check #12361		03/27/2017	04/07/2017	04/07/2017		04/07/2017	444.28
			Vendor **170 - Comcast** Totals			Invoices	5		$980.84
Vendor **810 - Dinuba Paint Store**									
5228	Paint for Parks Dept.	Paid by Check #12362		03/29/2017	04/07/2017	04/07/2017		04/07/2017	119.84
			Vendor **810 - Dinuba Paint Store** Totals			Invoices	1		$119.84
Vendor **341 - Dinuba Tires LLC**									
69876	Tires for vehicle T 19	Paid by Check #12363		03/27/2017	04/07/2017	04/07/2017		04/07/2017	370.00
69877	Tire repair for vehicle PD 30	Paid by Check #12363		03/27/2017	04/07/2017	04/07/2017		04/07/2017	10.00
69878	Tire for vehicle PD 30	Paid by Check #12363		03/27/2017	04/07/2017	04/07/2017		04/07/2017	95.00
69880	Flat repair for vehicle PD 9	Paid by Check #12363		03/27/2017	04/07/2017	04/07/2017		04/07/2017	10.00
			Vendor **341 - Dinuba Tires LLC** Totals			Invoices	4		$485.00
Vendor **69 - Don's Shoes**									
8663	Boot allowance for Juan Medina	Paid by Check #12364		03/29/2017	04/07/2017	04/07/2017		04/07/2017	161.67
			Vendor **69 - Don's Shoes** Totals			Invoices	1		$161.67
Vendor **552 - Dragnet Pest Control**									
06-1092 3/28/17	DSC Pest Control Service	Paid by Check #12365		03/28/2017	04/07/2017	04/07/2017		04/07/2017	65.00
			Vendor **552 - Dragnet Pest Control** Totals			Invoices	1		$65.00
Vendor **16 - Ernest Packaging Solutions**									
207694	Fy 16/17-Parks-Supplies	Paid by Check #12366		03/28/2017	04/07/2017	04/07/2017	04/03/2017	04/07/2017	91.30
			Vendor **16 - Ernest Packaging Solutions** Totals			Invoices	1		$91.30
Vendor **36 - Ewing Irrigation Products**									
3016861	Fy 16/17-Parks-Supplies	Paid by Check #12367		03/28/2017	04/07/2017	04/07/2017	04/03/2017	04/07/2017	212.09
			Vendor **36 - Ewing Irrigation Products** Totals			Invoices	1		$212.09
Vendor **235 - FERGUSON ENTERPRISES, INC.**									
1249417	Upgrade for meter readers	Paid by Check #12368		03/14/2017	04/07/2017	04/07/2017		04/07/2017	8,404.41
			Vendor **235 - FERGUSON ENTERPRISES, INC.** Totals			Invoices	1		$8,404.41
Vendor **765 - Future Ford of Clovis**									
827486	Engine replacement for Bus 11	Paid by Check #12369		03/15/2017	04/07/2017	04/07/2017		04/07/2017	5,048.18
827907	Converter for Bus 11	Paid by Check #12369		03/15/2017	04/07/2017	04/07/2017		04/07/2017	4,051.38
			Vendor **765 - Future Ford of Clovis** Totals			Invoices	2		$9,099.56

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Vendor **825 - G & K Services, Co.**									
1258887291	Transit Center - Janitorial Supplies	Paid by Check #12370		03/29/2017	04/07/2017	04/07/2017		04/07/2017	72.62
			Vendor **825 - G & K Services, Co.** Totals			Invoices	1		$72.62
Vendor **252 - Geil Enterprises, Inc.**									
320408	Fire panel battery replacement at PW	Paid by Check #12371		03/07/2017	04/07/2017	04/07/2017		04/07/2017	47.38
			Vendor **252 - Geil Enterprises, Inc.** Totals			Invoices	1		$47.38
Vendor **68 - Grainger Inc.**									
9394480454	Testing meter and electrical supplies	Paid by Check #12372		03/22/2017	04/07/2017	04/07/2017		04/07/2017	288.79
			Vendor **68 - Grainger Inc.** Totals			Invoices	1		$288.79
Vendor **242 - Green Box Rentals, Inc.**									
46986	Fy 16/17-Monthly rental storage container-Rec Cntr	Paid by Check #12373		03/29/2017	04/07/2017	04/07/2017	04/03/2017	04/07/2017	70.53
46989	Fy 16/17-Parks-Mo storage cont rental-Vuich	Paid by Check #12373		03/29/2017	04/07/2017	04/07/2017	04/03/2017	04/07/2017	81.38
			Vendor **242 - Green Box Rentals, Inc.** Totals			Invoices	2		$151.91
Vendor **150 - H & H Tire Service Inc.**									
159214	Alignment for vehicle T 19	Paid by Check #12374		03/28/2017	04/07/2017	04/07/2017		04/07/2017	69.95
			Vendor **150 - H & H Tire Service Inc.** Totals			Invoices	1		$69.95
Vendor **139 - Henry Schein Inc.**									
39886713	Supplies	Paid by Check #12375		03/17/2017	04/07/2017	04/07/2017		04/07/2017	793.04
40017956	Supplies	Paid by Check #12375		03/22/2017	04/07/2017	04/07/2017		04/07/2017	571.97
			Vendor **139 - Henry Schein Inc.** Totals			Invoices	2		$1,365.01
Vendor **472 - Jacobson James & Associates**									
1702.0127	Remediatiion review February 2017	Paid by Check #12376		03/15/2017	04/07/2017	04/07/2017		04/07/2017	3,531.20
			Vendor **472 - Jacobson James & Associates** Totals			Invoices	1		$3,531.20
Vendor **5 - Jorgensen & Co.**									
5653068	First aid supplies	Paid by Check #12377		03/24/2017	04/07/2017	04/07/2017		04/07/2017	160.83
			Vendor **5 - Jorgensen & Co.** Totals			Invoices	1		$160.83
Vendor **53 - League of California Cities**									
7539	meeting - Thusu	Paid by Check #12378		02/28/2017	04/07/2017	04/07/2017		04/07/2017	25.00
			Vendor **53 - League of California Cities** Totals			Invoices	1		$25.00

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Vendor **392 - O'Reilly Auto Parts**									
3641-499623	Vehicles	Paid by Check #12379		03/01/2017	04/07/2017	04/07/2017		04/07/2017	59.23
3641-499676	Vehicles	Paid by Check #12379		03/01/2017	04/07/2017	04/07/2017		04/07/2017	292.26
3641-499780	Vehicles	Paid by Check #12379		03/02/2017	04/07/2017	04/07/2017		04/07/2017	20.71
3641-499865	Vehicles	Paid by Check #12379		03/02/2017	04/07/2017	04/07/2017		04/07/2017	124.15
3641-100030	Vehicles	Paid by Check #12379		03/03/2017	04/07/2017	04/07/2017		04/07/2017	(134.53)
3641-100611	Vehicles	Paid by Check #12379		03/06/2017	04/07/2017	04/07/2017		04/07/2017	59.94
3641-100639	Vehicles	Paid by Check #12379		03/06/2017	04/07/2017	04/07/2017		04/07/2017	229.98
3641-100863	Vehicles	Paid by Check #12379		03/07/2017	04/07/2017	04/07/2017		04/07/2017	57.49
3641-101069	Vehicles	Paid by Check #12379		03/08/2017	04/07/2017	04/07/2017		04/07/2017	10.84
3641-101173	Vehicles	Paid by Check #12379		03/08/2017	04/07/2017	04/07/2017		04/07/2017	6.39
3641-101484	Vehicles	Paid by Check #12379		03/10/2017	04/07/2017	04/07/2017		04/07/2017	52.48
3641-102481	Vehicles	Paid by Check #12379		03/14/2017	04/07/2017	04/07/2017		04/07/2017	33.50
3641-102842	Vehicles	Paid by Check #12379		03/16/2017	04/07/2017	04/07/2017		04/07/2017	162.93
3641-102886	Vehicles	Paid by Check #12379		03/16/2017	04/07/2017	04/07/2017		04/07/2017	132.39
3641-102908	Vehicles	Paid by Check #12379		03/16/2017	04/07/2017	04/07/2017		04/07/2017	728.47
3641-102911	Vehicles	Paid by Check #12379		03/16/2017	04/07/2017	04/07/2017		04/07/2017	82.89
3641-103056	Vehicles	Paid by Check #12379		03/17/2017	04/07/2017	04/07/2017		04/07/2017	(59.94)
3641-103121	Vehicles	Paid by Check #12379		03/17/2017	04/07/2017	04/07/2017		04/07/2017	23.83
3641-103698	Vehicles	Paid by Check #12379		03/20/2017	04/07/2017	04/07/2017		04/07/2017	358.71
3641-103905	Vehicles	Paid by Check #12379		03/21/2017	04/07/2017	04/07/2017		04/07/2017	174.32
3641-103918	Vehicles	Paid by Check #12379		03/21/2017	04/07/2017	04/07/2017		04/07/2017	442.10
3641-103959	Vehicles	Paid by Check #12379		03/21/2017	04/07/2017	04/07/2017		04/07/2017	10.83
3641-104117	Vehicles	Paid by Check #12379		03/22/2017	04/07/2017	04/07/2017		04/07/2017	28.92
3641-104279	Vehicles	Paid by Check #12379		03/23/2017	04/07/2017	04/07/2017		04/07/2017	12.02
3641-104292	Vehicles	Paid by Check #12379		03/23/2017	04/07/2017	04/07/2017		04/07/2017	(77.01)
3641-104450	Vehicles	Paid by Check #12379		03/24/2017	04/07/2017	04/07/2017		04/07/2017	102.57
3641-104452	Vehicles	Paid by Check #12379		03/24/2017	04/07/2017	04/07/2017		04/07/2017	15.60
EB20841310	Vehicles	Paid by Check #12379		03/24/2017	04/07/2017	04/07/2017		04/07/2017	(9.49)
		Vendor **392 - O'Reilly Auto Parts** Totals				Invoices	28		$2,941.58
Vendor **142 - Office Depot BSD**									
914091765001	Office Supplies	Paid by Check #12380		03/17/2017	04/07/2017	04/07/2017		04/07/2017	54.53
914093424001	Office Supplies	Paid by Check #12380		03/17/2017	04/07/2017	04/07/2017		04/07/2017	(22.77)
915536839001	Office Supplies - Office Depot	Paid by Check #12380		03/23/2017	04/07/2017	04/07/2017		04/07/2017	412.83
		Vendor **142 - Office Depot BSD** Totals				Invoices	3		$444.59
Vendor **76 - Pacific Gas & Electric**									
432339024693/17	Utilites	Paid by Check #12382		03/16/2017	04/07/2017	04/07/2017		04/07/2017	76.18
723267973793/17	Utilities	Paid by Check #12381		03/16/2017	04/07/2017	04/07/2017		04/07/2017	15,891.12
854359817423/17	Utilities	Paid by Check #12382		03/16/2017	04/07/2017	04/07/2017		04/07/2017	243.64
901837373533/17	Utilities	Paid by Check #12382		03/16/2017	04/07/2017	04/07/2017		04/07/2017	1,097.68

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Vendor **76 - Pacific Gas & Electric**									
919617675883/17	Utilities	Paid by Check #12382		03/16/2017	04/07/2017	04/07/2017		04/07/2017	65.53
238356094233/17	Utilites	Paid by Check #12381		03/20/2017	04/07/2017	04/07/2017		04/07/2017	36.82
316657841903/17	Utilities	Paid by Check #12381		03/20/2017	04/07/2017	04/07/2017		04/07/2017	68.45
594966555033/17	Utilities	Paid by Check #12381		03/20/2017	04/07/2017	04/07/2017		04/07/2017	27.45
674421567813/17	Utilities	Paid by Check #12381		03/20/2017	04/07/2017	04/07/2017		04/07/2017	1,905.86
886695643253/17	Utilities	Paid by Check #12381		03/20/2017	04/07/2017	04/07/2017		04/07/2017	1,437.46
502221469093/17	Utilites	Paid by Check #12382		03/22/2017	04/07/2017	04/07/2017		04/07/2017	254.08
519248951323/17	Utilites	Paid by Check #12382		03/24/2017	04/07/2017	04/07/2017		04/07/2017	10.14
777130818083/17	Utilities	Paid by Check #12382		03/24/2017	04/07/2017	04/07/2017		04/07/2017	9.53
821880068193/17	Utilities	Paid by Check #12381		03/24/2017	04/07/2017	04/07/2017		04/07/2017	905.09
159468019563/17	Utilites	Paid by Check #12382		03/28/2017	04/07/2017	04/07/2017		04/07/2017	249.26
		Vendor	**76 - Pacific Gas & Electric** Totals			Invoices	15		$22,278.29
Vendor **686 - Elva Patino**									
Reimburs 3/31/17	Safety Reimbursement: exercise clothing/goggles	Paid by Check #12383		03/31/2017	04/07/2017	04/07/2017		04/07/2017	58.35
		Vendor	**686 - Elva Patino** Totals			Invoices	1		$58.35
Vendor **7 - Pena's Disposal Services**									
289019	Penas - Sidewalk Project	Paid by Check #12384		03/01/2017	04/07/2017	04/07/2017		04/07/2017	191.80
291246	Fy 16/17-Parks-Vuich Park Disposal service	Paid by Check #12384		03/27/2017	04/07/2017	04/07/2017	04/03/2017	04/07/2017	291.64
291253	Cust No. 01-153360 - Disposal Trailer Service	Paid by Check #12384		03/27/2017	04/07/2017	04/07/2017		04/07/2017	1,767.58
		Vendor	**7 - Pena's Disposal Services** Totals			Invoices	3		$2,251.02
Vendor **275 - Proforce Marketing Inc.**									
306666	medic pouch	Paid by Check #12385		03/29/2017	04/07/2017	04/07/2017		04/07/2017	112.33
		Vendor	**275 - Proforce Marketing Inc.** Totals			Invoices	1		$112.33
Vendor **473 - Pyro Spectaculars**									
3	Fy 16/17-Partial payment for fireworks display 7/4/17	Paid by Check #12386		03/27/2017	04/07/2017	04/07/2017		04/07/2017	10,000.00
		Vendor	**473 - Pyro Spectaculars** Totals			Invoices	1		$10,000.00
Vendor **29 - Quad Knopf Inc.**									
87741	Quad General On-Call Planning	Paid by Check #12387		03/23/2017	04/07/2017	04/07/2017		04/07/2017	695.10
		Vendor	**29 - Quad Knopf Inc.** Totals			Invoices	1		$695.10
Vendor **1080 - Rethought Reborn**									
1309	Transit Advertising Revenue Sharing - DMC/March 2017	Paid by Check #12388		03/01/2017	04/07/2017	04/07/2017		04/07/2017	1,210.80
		Vendor	**1080 - Rethought Reborn** Totals			Invoices	1		$1,210.80

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Vendor **1161 - Jacqueline L. Ryle Ph.D.**									
3/26/17	Council goal setting	Paid by Check #12389		03/26/2017	04/07/2017	04/07/2017		04/07/2017	300.00
		Vendor **1161 - Jacqueline L. Ryle Ph.D.** Totals				Invoices	1		$300.00
Vendor **229 - Snap on Tools**									
03311725427	Small tools - Fleet Maint.	Paid by Check #12390		03/31/2017	04/07/2017	04/07/2017		04/07/2017	72.04
		Vendor **229 - Snap on Tools** Totals				Invoices	1		$72.04
Vendor **758 - Solenis LLC**									
131134142	Polymer for WWTP	Paid by Check #12391		03/13/2017	04/07/2017	04/07/2017		04/07/2017	3,578.42
		Vendor **758 - Solenis LLC** Totals				Invoices	1		$3,578.42
Vendor **431 - Sparkletts**									
5080509 031617	Water delivery for WWTP	Paid by Check #12392		03/16/2017	04/07/2017	04/07/2017		04/07/2017	28.13
9406519040117	Fy 16/17-Parks-Drinkng wa & cooler rental	Paid by Check #12392		04/01/2017	04/07/2017	04/07/2017	04/03/2017	04/07/2017	42.17
9407662040117	Fy 16/17-Parks-Drnkng wa & cooler rental	Paid by Check #12392		04/01/2017	04/07/2017	04/07/2017	04/03/2017	04/07/2017	58.64
		Vendor **431 - Sparkletts** Totals				Invoices	3		$128.94
Vendor **214 - Stericycle, Inc.**									
3003784514	April 2017	Paid by Check #12393		04/01/2017	04/07/2017	04/07/2017		04/07/2017	114.94
		Vendor **214 - Stericycle, Inc.** Totals				Invoices	1		$114.94
Vendor **278 - Supplyworks**									
395550148	Transit Center cleaning supplies	Paid by Check #12394		03/23/2017	04/07/2017	04/07/2017		04/07/2017	34.03
395550155	City Hall cleaning supplies	Paid by Check #12394		03/23/2017	04/07/2017	04/07/2017		04/07/2017	68.07
395550163	Police Dept cleaning supplies	Paid by Check #12394		03/23/2017	04/07/2017	04/07/2017		04/07/2017	34.03
395550171	Senior Center cleaning supplies	Paid by Check #12394		03/23/2017	04/07/2017	04/07/2017		04/07/2017	575.15
395550189	Sports Plex cleaning supplies	Paid by Check #12394		03/23/2017	04/07/2017	04/07/2017		04/07/2017	671.29
		Vendor **278 - Supplyworks** Totals				Invoices	5		$1,382.57
Vendor **92 - Target Specialty Products**									
PI0606687	Weed control	Paid by Check #12395		03/23/2017	04/07/2017	04/07/2017		04/07/2017	513.22
		Vendor **92 - Target Specialty Products** Totals				Invoices	1		$513.22
Vendor **261 - Thyssenkrupp Elevator Corp.**									
3003123703	DVC Elevator Maint. Contract 4/1 - 6/30/2017	Paid by Check #12396		04/01/2017	04/07/2017	04/07/2017		04/07/2017	474.77
		Vendor **261 - Thyssenkrupp Elevator Corp.** Totals				Invoices	1		$474.77

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Vendor **329 - Townsend Public Affairs**									
12445	March 2017	Paid by Check #12397		03/31/2017	04/07/2017	04/07/2017		04/07/2017	5,000.00
		Vendor **329 - Townsend Public Affairs** Totals				Invoices	1		$5,000.00
Vendor **362 - Trace Analytics, Inc**									
EB20841310	Vehicles	Wrong Vendor		03/24/2017	04/07/2017	04/07/2017			(9.49)
		Vendor **362 - Trace Analytics, Inc** Totals				Invoices	1		($9.49)
Vendor **49 - Tulare County**									
15095	Giant Check	Paid by Check #12398		02/17/2017	04/07/2017	04/07/2017		04/07/2017	45.26
15150	Vehicle Graphics	Paid by Check #12398		03/14/2017	04/07/2017	04/07/2017		04/07/2017	2,101.13
15178	Signs & plaque	Paid by Check #12398		03/24/2017	04/07/2017	04/07/2017		04/07/2017	176.17
15197	City of Dinuba Stickers for fleet vehicles	Paid by Check #12398		03/29/2017	04/07/2017	04/07/2017		04/07/2017	366.35
15201	Name Badge	Paid by Check #12398		03/30/2017	04/07/2017	04/07/2017		04/07/2017	16.16
		Vendor **49 - Tulare County** Totals				Invoices	5		$2,705.07
Vendor **296 - Tulare Kings Veterinary Emergency**									
88968	Emergency fee, exam and euthanasia of a cat	Paid by Check #12399		03/26/2017	04/07/2017	04/07/2017		04/07/2017	141.00
		Vendor **296 - Tulare Kings Veterinary Emergency** Totals				Invoices	1		$141.00
Vendor **273 - US Bank**									
326786910	DSC Lanier Copier Rental 3/15 - 4/15-17	Paid by Check #12400		03/21/2017	04/07/2017	04/07/2017		04/07/2017	263.73
		Vendor **273 - US Bank** Totals				Invoices	1		$263.73
Vendor **101 - Valley Soil & Forest Products**									
14037	Cold mix	Paid by Check #12401		02/24/2017	04/07/2017	04/07/2017		04/07/2017	250.00
29933	Fill sand	Paid by Check #12401		03/24/2017	04/07/2017	04/07/2017		04/07/2017	379.75
		Vendor **101 - Valley Soil & Forest Products** Totals				Invoices	2		$629.75
Vendor **354 - Verizon Wireless**									
9782588062	March 2017	Paid by Check #12402		03/22/2017	04/07/2017	04/07/2017		04/07/2017	40.01
		Vendor **354 - Verizon Wireless** Totals				Invoices	1		$40.01
Vendor **1195 - Viking Ready Mix Co. Inc.**									
133862	Viking Ready Mix - Sidewalk Project	Paid by Check #12403		03/14/2017	04/07/2017	04/07/2017		04/07/2017	820.27
		Vendor **1195 - Viking Ready Mix Co. Inc.** Totals				Invoices	1		$820.27

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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 **27 - The Visalia Times-Delta**									
TD1126859 043017	Newspaper subscription	Paid by Check #12404		04/01/2017	04/07/2017	04/07/2017		04/07/2017	16.50
		Vendor **27 - The Visalia Times-Delta** Totals				Invoices	1		$16.50
Vendor **820 - Vulcan Materials Company**									
71399722	Aggregate and Asphalt	Paid by Check #12405		03/22/2017	04/07/2017	04/07/2017		04/07/2017	543.76
71399723	Aggregate and ashphalt	Paid by Check #12405		03/22/2017	04/07/2017	04/07/2017		04/07/2017	576.69
		Vendor **820 - Vulcan Materials Company** Totals				Invoices	2		$1,120.45
Vendor **549 - Wal-Mart**									
2476 3/22/17	Supplies	Paid by Check #12406		03/22/2017	04/07/2017	04/07/2017		04/07/2017	490.06
2484 3/22/17	Supplies	Paid by Check #12407		03/22/2017	04/07/2017	04/07/2017		04/07/2017	130.98
		Vendor **549 - Wal-Mart** Totals				Invoices	2		$621.04
Vendor **Amanda Garcia**									
Reimb parks fee	Fy 16/17-Park rental refund A.Garcia 4/1/17	Paid by Check #12408		03/28/2017	04/07/2017	04/07/2017	03/28/2017	04/07/2017	35.00
		Vendor **Amanda Garcia** Totals				Invoices	1		$35.00
				Grand Totals		Invoices	149		$210,363.85

City Council Staff Report

Department: FINANCE SERVICES April 11, 2017

To: Mayor and City Council

From: Maggie Moreno, Administrative Services Director

By: Karina Solis, Fiscal Analyst I

Subject: Resolution No. 2017-15 Annual Review and Adjustment to Fees, Charges and Fines (MM)

RECOMMENDATION

Council conduct a public hearing and adopt Resolution No. 2017-15 implementing the recommended fees and fines effective July 1, 2017.

EXECUTIVE SUMMARY

In July 1992, the City Council adopted Ordinance No. 92-31 establishing a fee and charge for services as part of cost recovery plan. These fees and charges are reviewed annually and adjusted as warranted. The proposed fees enclosed herein as Attachment 'A' include minor adjustments to reflect increased cost of providing services.

OUTSTANDING ISSUES

Rental fees for new city facilities such as the College Park Recreation Center and Senior Center will be presented separately in May along with an evaluation of the percentage-based fee schedule for leisure classes.

DISCUSSION

The City established several fees and charges for a variety of general services, such as parks and facilities rental, police, fire and ambulance, public works, engineering, planning and building. In addition, the City adopted impact fees to mitigate the cost of needed infrastructure to serve new development.

Adjustments to the fees for general services are evaluated and adjusted based on the U.S. consumer price index (CPI). Staff is recommending that these fees be adjusted consistent with the 2016 CPI of 2%. Adjustments to the impacts fees are evaluated and adjusted based on the Construction Cost Index (CCI). Staff is recommending that the impact fees remain at the fiscal year 2016-17 adopted amounts. The fees if adopted will take effect July 1, 2017.

FISCAL IMPACT

The proposed fee adjustments will provide revenues consistent with the 2016 U.S. Consumer Price Index.

PUBLIC HEARING

A notice of the hearing was published in the Dinuba Sentinel.

ATTACHMENTS:

Resolution 2017-15
Fee Schedule for Fiscal Year 2016- 2017

RESOLUTION 2017-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA AMENDING VARIOUS RESOLUTIONS WHICH SET FEES, CHARGES, AND FINES FOR CITY SERVICES

WHEREAS, the City of Dinuba has conducted an extensive analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fines, fees and charges for special services; and,

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIIB of the California Constitution and limit the growth of taxes; and

WHEREAS, the City has adopted Ordinance 92-31 establishing its policy as to the recovery of costs reasonably borne to be recovered from users of City services; and

WHEREAS, pursuant to Government Code Section 54994.1 the specific fees and fines to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

WHEREAS, notice of public hearing has been provided per Government Code Section 6062A, oral and written presentations have been made and received, a general explanation of the hereinafter contained schedule of fees, charges and fines has been published as required, and the required public hearing held; and

WHEREAS, it is the intention of the City Council to develop a revised schedule of fees, charges and fines based on the City's budgeted and projected costs reasonably borne; and

WHEREAS, Resolution 98-08, adopted by the City Council on March 24, 1998, did declare the intent of the City Council to be that all fees, charges, and fines included in this schedule be reviewed at least annually and adjusted accordingly; and

WHEREAS, all requirements of California Government Code Sections 66016 and 66018 are hereby found to have been complied with;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

The changes to the fee schedule enclosed herein as Exhibit 'A' shall be in effect commencing July 1, 2017, and shall remain in effect until change or amended by the City Council. All other existing and approved fee, charges and fines will remain at their approved rates.

PASSED, APPROVED, AND ADOPTED this 11th day of April 11, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor

ATTEST:

_____
Deputy City Clerk

GENERAL FUND

	Fee	Description	Adopted 2016/17	Proposed 2017/18
Community Services				
1	Private Building Rentals	Private Use of Multi-purpose	$82.00	$84.00
		Private Use of Room A	$49.00	$50.00
		Private Use of Room B	$55.00	$56.00
		Private Use of Room C	$60.00	$61.00
		Kitchen Use	$40.00	$41.00
2	Park Rentals (Picnic Areas/Bandshell)	0-50 Attendance	$42.00	$43.00
		51-100 Attendance	$60.00	$61.00
		101-150 Attendance	$77.00	$79.00
		151+ Attendance	$94.00	$96.00
3	Park Rentals (Athletic Fields)	Private Use of Field	$44.00	$45.00
		Private Use of Field - Baseball/Softball	$44.00	$45.00
		Private Use of Field - Basketball/Soccer	$33.00	$33.00
		Tournament (Baseball/Softball)	$220.00	$225.00
		Tournament (Basketball/Soccer)	$164.00	$167.00
4	Miscellaneous (Private Rentals)	Supervision	$32.00	$33.00
5	Facility Use	Site Prep.-Athletic Fields		
		Site Prep.- Roosevelt Baseball Field	$44.00	$45.00
		Site Prep.- Delgado Softball Field	$55.00	$56.00
		Site Prep.- K/C Vista Baseball Field	$60.00	$61.00
		Site Prep.- Soccer Field	$55.00	$56.00
		Site Prep.- Basketball Court	$10.00	$11.00
6	Facility Use	Site Preparation- Bandshell & Picnic Areas	$33.00	$34.00
7	Facility Use	Electricity-Athletic Fields	$32.00	$33.00
8	Facility Use	Electricity-Bandshell/C.C.	$10.00	$11.00
9	Miscellaneous (Public Rentals)	Supervision (Multi-Purpose)	$55.00	$56.00
*		Supervision (Other Rooms)	$39.00	$40.00
10	Facility Use for Grantee(s)	Room Rental	$5.00	$5.00
11	Facility Use for Grantee(s)	Electricity	$6.00	$6.00
12	Facility Use for Grantee(s)	Custodial Supplies	$1.00	$1.00
13	Youth Sports	Youth Sports Registrations	$40-$50	$40-$50
14	Adult Sports	3 on 3 Basketball	$125.00	$125.00
15	Adult Sports	5 on 5 Basketball	$500.00	$500.00
16	Adult Sports	Volleyball	$150.00	$150.00
17	Adult Sports	Softball	$450.00	$450.00
18	Refund Processing Fee	Fee for Processing Registration Refunds	$7.00	$7.00
19	Aquatics - Lessons	Swim Lesson Registrations	$33.00	$33.00
20	Aquatics - Open Swim	Open Swim Fee	$2.00	$2.00
21	Special Events Fees	Parade Entry	$10.00	$11.00
22	Public Address System Use	P.A. Use	$55.00	$56.00
23	Summer Fun in the Park	Summer Youth Program	$1.50 per day	$1.50 per day
24	After School Care	After School Care	$1.50 per day	$1.50 per day
25	Photocopies	Charge for document copies		
		legal size	$2.00	$2.00
		letter size	$2.00	$2.00
26	Agenda Mailing Service	Charge for Council agenda mailing	$30 per year	$31 per year
27	Returned Check Charge **	Charge for bad checks	$25.00	$25.00
28	Document Search	Charge for Document Research		
		Per hr. set fee, min. 1/2 hr charge	$23.00	$23.00
29	Subpoena fee	For each day the employee is required to be in attendance at the proceeding pursuant to the subpoena. Required by State Law AB 2727	$275.00	$275.00

** State Law Mandates the Charge at $25.00

GENERAL FUND

Fee	Description	Adopted 2016/17	Proposed 2017/18
Sports Plex			
1 Admission (Drop-In Sports)	Includes basketball/volleyball courts, arcade area, ping pong, and turf area fields (based on availability)	$2.00	$2.00
2 Batting Cage Rental Fees	5 minutes (up to 50 pictched balls)	$5.00	$5.00
	15 minutes (up to 150 pictched balls)	$10.00	$10.00
	30 minutes (up to 300 pictched balls)	$15.00	$15.00
	45 minutes (up to 450 pictched balls)	$25.00	$25.00
	60 minutes (up to 600 pictched balls)	$30.00	$30.00
3 Turf Training Area	30 minutes	$15.00	$15.00
	60 minutes	$25.00	$25.00
4 Pitching Bullpen Areas	30 minutes	$15.00	$15.00
	60 minutes	$25.00	$25.00
5 Party Area Reservation	2 hours (does not include admittance fee)	$25.00	$25.00

GENERAL FUND

Fee	Description	Adopted 2016/17	Proposed 2017/18
Police Services			
30 Emergency Response Fee	Emergency resp. for DUI arrest	$436.00	$445.00
31 ABC Review	Review for alcohol license	$32.00	$32.00
32 Noise Disturbance	Complaint for noise disturbance	$78.00	$80.00
33 False Alarm Response - 1st call	False alarm calls/bus./residential	$40.00	$41.00
34 False Alarm Response - 2nd call	False alarm calls/bus./residential	$78.00	$80.00
35 False Alarm Resp. - 3rd & thereafter	False alarm calls/bus./residential	$115.00	$117.00
36 VIN Verification	Verify VIN number	$41.00	$42.00
37 Special Business Regulation	Special Business License	$73.00	$75.00
38 Records Check	Records Search Criminal History	$23.00	$23.00
39 Fingerprints (City Fee)	Provide fingerprints	$12.00	$12.00
40 Fingerprints (DOJ Fee)***	Provide fingerprints	$32.00	$32.00
41 Accident Reports	Accident & Investigation Report	$22.00	$22.00
42 Citation Sign-Offs	Correction of Vehicle Violations	$10.00	$10.00
43 Stored Vehicle Release	Provide release of stored vehicle	$107.00	$109.00
44 Special Police Services	Security Services/Reserves	$20/hr.	$20/hr.
45 Funeral Escorts	Provide police escort	$75.00	$77.00
46 Alarm Monitoring	24 hour monitoring of alarm systems	$151.00	$154.00
47 Vehicle for Sale Permit	Permit for sale of vehicle	$0.00	$0.00
48 Crime Report Copies	Provide copies of crime reports	$40.00	$41.00
49 CCW Renewal **	Renewal of CCW License	$45.00	$46.00
50 Citation Copies	Provide additional copy of citation	$10.00	$10.00
51 Animal Recovery/Return	Animal Pickup/Transport	$76.00	$78.00
52 Running at Large - 1st offense	Animal running at large	$38.00	$39.00
53 Running at Large - 2nd offense	Animal running at large	$74.00	$76.00
54 Running at Large - 3rd offense	Animal running at large	$144.00	$147.00
55 Nuisance - 1st offense	Respond to complaint	$45.00	$46.00
56 Nuisance - 2nd offense	Respond to complaint	$85.00	$87.00
57 Nuisance - 3rd offense	Respond to complaint	$173.00	$177.00
58 Animal Disposal	Dispose of dead animals	$38.00	$39.00
59 Animal License Tags Required	Citations for no license tags	$22.00	$22.00
60 Animal License Required	Failure to license dog	$26.00	$26.00
61 Animal Cruelty Investigation	Investigate complaint of cruelty	$120.00	$123.00
62 Animal Quarantine	Bite Investigation/Dog Quarantine	$102.00	$104.00
63 DUI Breath Test ***	DUI arrest breath test fee	$30.00	$30.00
64 Towing Fee	Towing fee	$139.00	$139.00
65 Storage Fee	Per day storage fee for towed vehicles	$27.00	$27.00
66 Wide/Overweight/ Long Load (one day permi	Rev request for permit and establishing route	$23/day	$23/day
67 Graffitti	Graffitti		
1st Citation		$540.00	$551.00
2nd Citation		$1,081.00	$1,104.00
3rd Citation		$1,081.00	$1,104.00

*** Reflects increase in Dept. of Justice fees passed through to State

GENERAL FUND

	Fee	Description	Adopted 2016/17	Proposed 2017/18
Fire Services				
68	Fire/Medical Record Requests	Prepare fire/medical documents	$40.00	$41.00
69	Hydrant Testing	Inspect & test hydrant	$144.00	$147.00
70	Fire Inspections - New Business	Fire/commerical inspection	$62.00	$63.00
		Fire/industrial inspection	$127.00	$130.00
71	Fire Inspections - 3rd Inspection - New Busin	Fire/ 3rd commerical inspection	$334.00	$334.00
72	FireInspections - 4th Inspection - New Busine	Fire/ 4th commerical inspection	$556.00	$556.00
73	FireInspections - 5th or additional Inspection New Business	Fire/ 5th or add. commerical inspection	$679.00	$679.00
74	Fire Inspection - Existing Business	Annual or bi-annual fire inspection	$55-$220	$55-$220
75	Fire Inspection - re-inspection/violations not c Existing Business	Reinspection and violations not cleared	$55-$220	$55-$220
76	Fire Inspection - 2nd re-inspection/violations cleared - Existing Business	2nd. Reinspection and violations not cleared	$55-$220	$55-$220
77	Fire Srinkler Plan Check and Site Testing	More than 500 sprinklers	$660.00	$674.00
78	Fire Sprinkler Plan Check and Site Testing	Less than 500 sprinklers	$361.00	$369.00
79	Fire Alarm Plan Check and Site Testing	Less than 50 devices	$361.00	$369.00
80	Fire Alarm Plan Check and Site Testing	More than 50 devices	$686.00	$700.00
81	Fire Sprinkler Plan Check - Residential	Review and approve engineering sprkler plans	$159.00	$162.00
82	Fire Sprinkler Site Inspection - Residential	Site inspection and testing	$159.00	$162.00
83	Fire Pump Site Testing	Inspect and test fire pump site	$111.00	$113.00
84	Temporary Membrane Structures, Tents and	Inspection and permit for of tent or air supported structure used for assemblies (occupant load of 50 or more)	$110/hr	$110/hr
		Inspection and permit of all other tents & canopies 2007 Fire Code Chapter 2	$82/hr	$82/hr
85	Illegal Burn Charges	Respond costs to an illegal burn call	$144.00	$147.00
86	Weed Abatement Charges			
	2nd citation	Inspect, post, & clean weeds	$144.00	$147.00
	3rd citation		$429.00	$438.00
87	False Alarm Resp. - 3rd and additional calls	False alarm calls/bus./residential	$94.00	$96.00
88	State Mandated Fire Inspections - Annual	High Rise, Jails, Hospitals, and Schools	$127.00	$130.00
89	Fire Suppression Hood System	Permits, plan review, and testing	$148.00	$151.00
90	Fireworks Stand Inspection	Inspect booths for safety and compliance	$35.00	$35.00
91	Special Event: Park booth fire inspection	Raisin Day, Cinco de Mayo safety inspections	$20.00	$20.00
92	Site Inspections - Carnivals/Fairs	On-site inspection of Carnival/Fair Sites	$111/Event	$111/Event
93	Carnivals/Fairs Permit			
94	Public fireworks display permit	Inspection for safety compliance	$127.00	$130.00
95	Public Fireworks Stand - By	Insure fire safety (minimum 4 hours)	$89/Hr	$89/Hr
96	Automatic Fire Sprinkler Inspections	5 - Year test	$143.00	$146.00
97	Bonfire permit	Places of Assembly (ie. Sporting Events)	$62.00	$63.00
98	Special hazard use permit	Flammable or Combustible liquid fuel dispens.	$80.00	$82.00
99	Permit - Tank Installation/ Removal	Flammable combination liquid tanks	$101.00	$103.00
100	Tank Plan Review	Flammable combination liquid tanks	$148.00	$151.00
101	Emergency Response Stand - by Fee	Stand -by for first-out apparatus & personnel	$217.00/Hr	$217.00/Hr
	each additional apparatus		$50.00	$50.00
102	Illegal Fireworks	Possession or use of illegal fireworks		
	1st Citation		$540.00	$551.00
	2nd Citation		$1,081.00	$1,104.00
	3rd Citation		$1,081.00	$1,104.00

AMBULANCE SERVICES

Fee	Description	Adopted 2016/17	Proposed 2017/18
Ambulance			
1 Ambulance Records		$25.00	$27.00
2 Ambulance Rates	ALS -City	$918.00	$918.00
	ALS -County	$1,116.00	$1,116.00
	BLS - City	$0.00	$0.00
	BLS - County	$0.00	$0.00
	BLS Transfer	$729.00	$729.00
	Mileage	$26/mile	$26/mile
	Night Fee	$99.00	$99.00
	EKG Heart Monitor	$99.00	$99.00
	Oxygen	$99.00	$99.00
	Defibrillator	$0.00	$0.00
	ALS Airway E.T.Tube	$0.00	$0.00
	Automated External Defibrillator	$0.00	$0.00
	C-Collar	$0.00	$0.00
	O.B Kit	$0.00	$0.00
	Other Misc. disposables	$0.00	$0.00
3 Stand By Time		$37/half hour	$37/half hour
4 Special Events	Committed Unit	$245.00	$250.00
5 Medical Training Classes	E.M.T. Basic Full Class *	$600.00	$600.00
	E.M.T. Basic ReCert Class *	$250.00	$250.00
	E.M.T. Basic DOT Refresher Course *	$150.00	$150.00
	CPR Full Class *	$50.00	$50.00
	CPR ReCert Class *	$25.00	$25.00
	First Aid Full Class *	$25.00	$25.00
	First Aid ReCert Class *	$12.50	$12.50
	Continued Education Per CE Hour (not including class materials cost)	$5.00	$5.00
6 Dry Run	No Patient Pick Up	$239.00	$239.00
7 FireMed		$65.00	$65.00

* Per person

PUBLIC WORKS SERVICES

	Fee	Description	Adopted 2016-17	Proposed 2017-18
WATER FUND				
1	Water Quality Check	2nd inspection per year	$64	$65
2	Sample to Lab	Owner request	$128 + lab cost	$131 + lab cost
3	Water Service Connection	1, 1-1/2 & 2 inch line	$2,188	$2,234
4	New Water Meter Set	1 inch line	$83 + cost of meter	$85 + cost of meter
		2 inch line	$377 + cost of meter	$384 + cost of meter
5	Water Delinquent Turn on/off	Reconnection fee	$27	$28
6	Water Delinquent Turn on/off	After hours turn on/off fee	$126	$129
	(After Hours - 2hr min. call out)	(2hr minimum call out)		
7	Water Meter Test (meter OK)	Water Meter Test	$57	$58
8	New Utilities Account Set-up	Account Set-up Fee for Water, Sewer and Disposal	$27	$28
9	**Backflow Prevention Fee**			
	-Testing for Non-compliance	3/4 inch to 1 inch device	$150	$153
	Performed by City Staff	1-1/2 inch to 2 inch device	$150	$153
		2-1/2 inch to 4 inch device	$193	$197
		4-1/2 inch to 8 inch device	$236	$241
10	**Backflow Prevention New**			
	-Install. Testing & Inspection fee	3/4 inch to 1 inch device	$136	$139
		1-1/2 inch to 2 inch device	$150	$153
		2-1/2 inch to 4 inch device	$171	$175
		4-1/2 inch to 8 inch device	$214	$218
11	Backflow Prevention	Annual letter notifying user/owner of ea.	$29	$30
	Annual Administrative Fee	Assembly		
12	Unauthorized Water Turn On	Unauthorized turn on	$27	$28
13	Cut Lock	Cut lock	$28 + cost of lock	$29 + cost of lock
14	Construction Water Meter Charges	Charge for water usage	Not part of study	Not part of study
15	Account Name Change	Account name change	$13	$13
16	Deposit (Residential Tenant)	Deposit for Tenant - New utility service	$155 *	$158 *
17	Deposit (Commercial)	Deposit for new utility service	$200 *	$204 *
18	Deposit (Construction)	Hydrant Meter	Cost of hydrant meter	Cost of hydrant meter
19	Tampered Meter	Staff's time to address Tampered meter	$62 + Admin. Cite Fee	$63 + Admin. Cite Fee

** 2 months of base rate due to billing cycles*

DISPOSAL FUND				
1	Misc. Disposal 2nd Request	Process Misc. Customer Disposal Request	$13 + actual cost	$13 + actual cost
2	Spill/Roadway Debris Clean-up	Spill / Roadway Debris Clean-up	actual cost	actual cost

ENGINEERING AND PLANNING

	Fee	Description	Adopted 2016-17	Proposed 2017-18
ENGINEERING & PLANNING				
1	Addendum Plan Check	Checking plan addendum to assure compliance to code	$132	$135
2	Address Change Review	Reviewing request for a change of address	$94	$96
3	Annexation Processing	Review requests to annex property and determine its impact	$4,404 and/or actual cost	$4,496 and/or actual cost
4	Building Relocation Permit	Review proposed relocation of a building to assure code comp.	$593	$605
5	Categorical Exemption	Rev circumstances, declare project exempt from CEQA	$168+county Fees	$172+county Fees
6	Civil Plans Review	Plan check the civil plans for various projects	2% of Engr's Est. and/or actual costs	2% of Engr's Est. and/or actual costs
7	Code Enforcement (Abatement Activities	Inspect property for code violations (Abatement Activities)	actual cost of staff time	actual cost of staff time
8	Code Enforcement Fines	Fines imposed as a result of a code violation	pursuant to municipal code	pursuant to municipal code
9	Conditional Use Permit	Review request for a CUP within terms of the Zoning Code	$1,103	$1,126
10	Conditional Use Permit (CUP) Amendment			
	- Minor Amendment	Review request for a CUP within terms of the Zoning Code (Minor Amendment)	$558	$570
	- Major Amendment	Review request for a CUP within terms of the Zoning Code (Major Amendment)	$821	$838
11	Document Reproduction			
	- Large Map (color, black & white)	Document Reproduction	Not Part of Study	Not Part of Study
	- Development Documents (color, black & white)	Document Reproduction	Not Part of Study	Not Part of Study
12	Elevator Permit	Permit for the installation of an elevator	$650	$664
13	Encroachment Permit (Single Family Dwelling)	Review proposed encroachment of public rights-of-way	$104	$106
14	Encroachment Permit (All others)	Review proposed encroachment of public rights-of-way	$134 + 4% cost of improvements	$137 + 4% cost of improvements
15	Environmental Impact Report	Preparation & Processing of EIR	Consultant & County Fees + 15.4% Admin. Fee	Consultant & County Fees + 15.4% Admin. Fee
16	Excavated Prime Dirt Sales	Sale of City owned dirt	$0.84/cu yd	$0.86/cu yd
17	FEMA Flood Zone Certification	FEMA Flood Zone Certification	$57	$58
18	Final Parcel Map Check	Final parcel map to determine compliance	$1,234 & Actual Cost	$1,260 & Actual Cost
19	Final Subdivision Map Check	Review final subdivision map to determine extent of compliance	$889 + 33/lot & Actual Cost	$908 + 33/lot & Actual Cost
20	General Plan Amendment (Revision)	Review developer initiated amendments to the General Plan	$2,300	$2,348
21	General Plan Maint. (New Const.)	Updating and maintaining the City's General Plan	Not Part of Study	Not Part of Study
22	General Plan Maint. (Changes to Existing Structure)	Updating and maintaining the City's General Plan	Not Part of Study	Not Part of Study
23	Home Occupation Permit Review	Review request for home occupational permit	$181	$185
24	Inspections Services			
	- Single Family Dwelling	Provide inspection service to ensure building code compliance	$71	$72
	- Three Family Dwelling		$148	$151
	- Multiple Family (4 units or more)		$179 (first 4 units) $30 ea add'l	$183 (first 4 units) $31 ea add'l
	- Commercial		$87	$89
	- Re-inspection Fee (After 2nd inspection)		$87	$89
25	Landscape Inspection	Inspect new landscaping to assure compliance to plans	$176	$180

	Fee	Description	Adopted 2016-17	Proposed 2017-18
26	Landscape Plan Check	Review landscape plan to assure compliance with code req.	$203	$207
27	Lighting and Landscape Dist. Formation Staff Time	Review application for formation of lighting and landscape district	$2,003	$2,045
28	Lot Line Adjustment Review	Review proposed change to property boundary & issue certificate	$350 + Actual Costs	$357 + Actual Costs
29	Mitigated Negative Declaration			
	- Simple	Review circumstances, filing report declaring no adverse impact (includes establishing a mitigation monitoring program)	$651 + County Fees	$665 + County Fees
	- Complex	Review circumstances, filing report declaring no adverse impact (includes establishing a mitigation monitoring program)	Actual Cost + 15.4% Admin Fee	Actual Cost + 15.4% Admin Fee
30	Mitigation Monitoring	Review and implement a mitigation monitoring plan	Actual Cost	Actual Cost
31	Negative Declaration	Review circumstances, filing report declaring no adverse impact	$651+ County Fees	$665+ County Fees
32	Parks Master Plan	Updating and maintaining the City's Parks Master Plan	Not Part of Study	Not Part of Study
33	Plan Revision Checking	Checking building construction plan revisions	$88	$90
34	Precise Plan Review	Review application for the construction. or location of a building on a parcel of land	$2,345	$2,394
35	Processing of Appeal	Reviewing appeal of a Planning staff decision	$896	$915
36	Professional/Technical Outsourcing Fees	Outsource applicable professional/technical services	Actual Cost	Actual Cost
37	Public Improvement Inspection	Inspect public improvements to assure compliance with code	4 % of estimate	4 % of estimate
38	Public Improvement Plan Check	Review public improvement plan to assure compliance with code	3 % of estimate and/or actual costs	3 % of estimate and/or actual costs
39	Rezone	Review requests for re-zoning of a specific parcel of property	$1,303	$1,330
40	Site Plan Review (Minor)	Review site plan to assure compliance with code requirements	$558	$570
41	Site Plan Review (Major)	Review site plan to assure compliance with code requirements	$1,059	$1,081
42	Temporary Use Permit	Review request for a temporary use permit	$170	$174
43	Tentative Parcel Map Review	Review to identify special conditions and compliance with code	$2,407 and actual costs	$2,458 and actual costs
44	Tentative Subdivision Map Review	Review to identify special conditions and compliance with code	$1,455 + $32/lot and/or actual costs	$1,486 + $32/lot and/or actual costs
45	Time Extension/ Notification	Review expiring maps, determine if time ext. should be permitted	$611	$624
46	Variance Review	Review plans for variances from the standards of Zoning Code	$662	$676
47	Vintage Car Permit	Review application for permit	$40	$41
48	Williamson Act Contract Notice of Non-Renewal	Administrative action to process a Notice of Non-Renewal	actual cost	actual cost
49	Williamson Act Contract Cancellation	Process a Williamson Act cancellation	actual cost	actual cost
50	Zoning Letter	Research and prepare letter regarding zoning designation	$91	$93
51	Zoning Text Amendment Review	Rev and process request for zoning ordinance amendment	$1,518	$1,550

BUILDING SERVICES

Description	Adopted 2016-17	Proposed 2017-18
NEW COMMERCIAL *		
Without Interior Improvements *		
Rates are calculated per square feet		
0 to 5,000 sq. ft.	0.52	0.53
5,001 to 10,000 sq. ft.	0.38	0.39
10,001 to 50,000 sq. ft.	0.26	0.27
50,001 to 100,000 sq. ft.	0.18	0.18
Over 100,000 sq. ft.	0.13	0.13
The fees listed above are cumulative		
With Interior Improvements *		
0 to 5,000 sq. ft.	0.85	0.87
5,001 to 10,000 sq. ft.	0.62	0.63
10,001 to 50,000 sq. ft.	0.38	0.39
50,001 to 100,000 sq. ft.	0.28	0.28
Over 100,000 sq. ft.	0.24	0.25
The fees listed above are cumulative		
TENANT IMPROVEMENTS / RETAIL *		
0 to 5,000 sq. ft.	0.36	0.37
5,001 to 10,000 sq. ft.	0.22	0.22
10,001 to 50,000 sq. ft.	0.13	0.13
50,001 to 100,000 sq. ft.	0.12	0.12
Over 100,000 sq. ft.	0.09	0.09
The fees listed above are cumulative		
MISCELLANEOUS COMMERCIAL/INDUSTRIAL STRUCTURES		
Minimum fees required	$183	$187
Misc. Commercial / Industrial Structures	1.09	1.11
NEW RESIDENTIAL *		
Model Home Plan Check 0 to 1,750 sq. ft.	0.41	0.42
Model Home Plan Check 1,751 sq. ft. and over	0.33	0.34
Production Home Inspection Only	0.80	0.82
Plot Plan Check	$66	$67
The fees listed above are cumulative		
** The rates listed above include plumbing, mechanical and electrical fees.*		
Single Family Dwelling Plan & Inspection 0 to 1,750 sq. ft.	0.95	0.97
Single Family Dwelling Plan/Inspection 1,751 sq. ft. and over	0.87	0.89
The fees listed above are cumulative		
Single Family Dwelling Custom Plan Check & Inspection	1.1	1.12
APARTMENTS / CONDOS *		
Duplex / Triplex / Fourplex	0.27	0.28
Apartments / Mobile Hm		
0 to 5,000 sq. ft.	0.99	1.01
5,001 sq. ft. and over	0.78	0.8
RESIDENTIAL REMODEL & ADDITIONS *		
Remodel Minor	$206	$210
Remodel Major	$298	$304
Addition	1.41	1.44
Garage Conversion	$386	$394
ACCESSORY STRUCTURE *		
Detached Garage or Detached Building or Storage (over 120 sqft)	0.88	0.90
Carport, Patio, Deck - 0 to 200 sq. ft.		
Aluminum / Manufactured / Wood with no foundation	0.88	0.90
Aluminum / Manufactured / Wood w/ existing foundation	0.70	0.71

Description	Adopted 2016-17	Proposed 2017-18
Carport, Patio, Deck - 201 sq. ft. and over		
Aluminum / Manufactured / Wood with no foundation	0.59	0.06
Aluminum / Manufactured / Wood w/ existing foundation	0.47	0.48
Awning	$149	$152
The fees listed above are cumulative		
SWIMMING POOLS & SPAS		
Swimming Pool	$347	$354
Swimming Pool with Heater	$378	$386
Spa	$286	$292
Pool Abandonment	$88	$90
** The rates listed above include plumbing, mechanical and electrical fees.*		
RE-ROOFING		
Residential		
Simple roof overlay	$101	$103
Re-roof with existing sheathing	$132	$135
Re-roof with new sheathing	$162	$162
Structural with calculations	$347	$354
Commercial		
Simple roof overlay up to 7,500 sq. ft.	$254	$259
Simple roof overlay 7,501 to 15,000 sq. ft.	$377	$385
Simple roof overlay 15,001 to 150,000 sq. ft.	$500	$511
Re-roof with NEW sheathing up to 15,000 sq. ft.	$377	$385
Re-roof with sheathing 15,001 to 150,000 sq. ft.	$500	$511
Structural with calculations up to 15,000 sq. ft.	$501	$512
Structural with calculations 15,001 to 150,000 sq. ft.	$623	$636
ELECTRICAL		
Electrical		
Temporary Power Service	$61	$62
Temporary Distribution System or Temporary Lighting	$150	$153
Christmas Tree Sales Lots	$150	$153
Circus and Carnivals	$123	$126
Receptacle, Switch, and Light Outlets		
Residential first 20 fixtures	$40	$41
Residential over 20 fixtures - ea add'l. fixture	$1.47 ea	$1.50 ea
Commercial first 20 fixtures	$132	$135
Commercial over 20 fixtures –ea add'l. fixture	$5.28 ea	$5.39 ea
Pole or platform-mounted lighting fixtures	$45 ea	$46 ea
Theatrical-type lighting fixtures or assemblies	$46 ea	$47 ea
Electrical Equipment		
Residential Appliances -	$61ea	$62 ea
Not exceeding one horsepower (HP) (746W) in each rating. Fixed appliances or receptacle outlets, including wall-mounted electric ovens; counter-mounted cooking tops; water heaters; clothes dryers, or other motor-operated appliances. For other types; see Power Apparatus. electric ranges; console or through-wall air conditioners; space heaters, dishwashers, washing machines;		
Busways		
100 feet or fraction thereof	$176	$180
Electrical Panel		
20-200 AMPS Panel	$114	$116
200+ Amps Panel	$145	$148
Electrical Services		
600 volts or less and not over 200 amperes	$101	$103
600 volts or less and over 200 to 1,000 amperes	$132	$135
Over 600 volts or over 1,000 amperes	$162	$165
Miscellaneous Electrical		
For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth.	$136	$139
Electrical Rewire (Residential)	$294	$300
MECHANICAL		

Description	Adopted 2016-17	Proposed 2017-18
Installation of a forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU's	$206	$210
Installation of a forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU's	$206	$210
Relocation of Wall Heater (recessed or floor-mounted)	$132	$135
Furnace (Closet/Basement)	$233	$238
New Wall Heater	$100	$102
Appliance and Vents		
Relocation or Replacement of gas appliance	$40	$41
Relocation or Rplcmt of an appliance vent	$40	$41
Type I Hood	$264	$270
Type II Hood	$203	$207
Hoods - Commercial (incld ANSUL System)	$189	$193
Metal Chimney Flue	$175	$179
Vent Fan (Laundry & Bathroom)	$114	$116
Misc. Appliance	$145	$148
Boilers, Compressors and Absorption Systems		
Relocation of each boiler or compressor to and including 1 - 15 horsepower (52.7kW	$167	$171
Relocation of each absorption system to and including 500,000 BTU's	$167	$171
Air Handlers		
For each air-handling unit, including ducts attached thereof	$132	$135
Evaporative Coolers		
Commercial Walk-in Freezer/ Refrigeration Unit Inspection	$175	$179
Installation of Evaporator Cooler	$101	$103
Separate mechanical exhaust systems, including ducts for hoods	$101	$103
Incinerators		
Relocation of domestic type	$101	$103
Relocation of a commercial or industrial-type incinerator	$132	$135
HVAC		
New Ducting	$202	$206
HVAC Dual-Pak W/ New Duct Work	$264	$270
HVAC Dual-Pak Inspection	$101	$103
HVAC Ducting Only Inspection	$220	$225
PLUMBING		
Fixtures and Vents		
For each fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof)	$57	$58
For repair or alteration of drainage or vent piping; each fixture	$123	$126
Bathtub/ Sink Installation	$83	$85
Residential Re-Plumbing Inspection	$175	$179
Water Heaters and Special Appliances		
REPL of Water Heater or Special Appliances	$101	$103
REPL of Water Heater w/ new gas piping	$132	$135
Solar Water Heaters	$202	$206
Gas Piping System		
First Five Outlets	$52	$53
Over Five Outlets; each	$40 each	$41 each
Lawn Sprinklers		
For each lawn sprinkler system on any one meter	$99 each	$101 each
Additional meters for new system listed above	$23 each	$23 each
Repair of existing system	$23 each	$23 each
Protection Devices		
Backflow Preventer or Vacuum Breakers ; one to five devices	$21 each	$21 each
Backflow Preventer or Vacuum Breakers over five devices; each	$20 each	$20 each
Atmospheric type vacuum breakers over 2in	$40 each	$41 each

Description	Adopted 2016-17	Proposed 2017-18
Wells		
Installation of a New Well and Demolition of old Well	$312	$319
Demolition of a Well	$250	$255
Sewers, Disposal Systems and Interceptors		
New Septic Tank & Disposal System (included in fees is a plan check fee of $92)	$281	$287
REPL or Repair of building private sewer system	$312	$319
Replacement or Repair of a industrial waste interceptor; such as carwash or service station / restaurants	$312	$319
Repair of a kitchen-type interceptor	$145	$148
Drainage piping, plumbing lines	$145	$148
Lateral (Sewer & Water)	$132	$135
Leach Line Installation	$227	$232
OTHER FEES		
Re-Inspection fee	$101	$103
Duplicate Inspection Card	$13	$13
Special Inspections or Temporary Utilities	$162	$165
Building Appeals Board Application	$40 + Actual Cost	$41 + Actual Cost
Investigation Fee or Red Tag Fee	100% of Bldg Permit Fee	100% of Bldg Permit Fee
GRADING FEES		
Grading Plan Review Fees		
0 to 1,000 cubic yards	$101	$103
1,001 to 10,000 cubic yards	$145	$148
10,001 + cubic yards	Actual Cost	Actual Cost
Plus actual cost for each additional 10,000 (cu yd) or fraction thereof.	Actual Cost	Actual Cost
Grading Inspection Fees		
0 to 1,000 cubic yards	$88	$90
1,001 to 10,000 cubic yards	$119	$122
10,001 + cubic yards	Actual Cost	Actual Cost
Plus actual cost for each additional 10,000 (cu yd) or fraction thereof.	Actual Cost	Actual Cost
Change / Other Fees		
Additional plan review required by changes, additions or revisions to approved plans	At Cost	At Cost

** Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.*

PROJECT / OTHER		
Brick & Stone Veneer Inspection	$175	$179
Foundation	$294	$300
Framing (minor)	$145	$148
Mobile Home/ Mftrd. Home	$257	$262
Monument Sign	$145	$148
Parking Lot (over 20,000 sq ft)	$509	$520
Parking Lot (up to 20,000 sq ft)	$386	$394
Rafters (Repair/Replace)	$145	$148
Sheetrock Replacement (SFD)	$114	$116
Siding (SFD)	$114	$116
Sign (Small)	$114	$116
Solar Panels/ Photovoltaic System	$211	$215
Stucco (Major)	$175	$179
Stucco (Minor)	$145	$148
Trellis	$114	$116
Water/Gas Service Lateral Inspct	$145	$148
Window (Repair/Replace)	$132	$135
Misc Building Permit (Minor)	$145	$148
Misc Building Permit (Major)	$175	$179
Storage Racks	$202	$206
Mobile Home/ Engrng Foundation	$202	$206
DEMOLITION		
Demolition (800 sq ft or less)	$101	$103
Demolition (801 sq ft or more)	$163	$166

Description	Adopted 2016-17	Proposed 2017-18
MASONARY OR RETAINING WALLS		
Retaining Walls 0 to 50 lineal feet	$193	$197
Retaining Walls over 5 lineal ft. ea additional 50ft	$119	$122
SIGNS		
Reface or Repaint	$118	$120
Non-illuminated monument / Pole / Wall	$202	$206
Illuminated	$233	$238
Each additional branch circuit	$31	$32
Approved Subdivision Kiosk Signs	$110	$112
The fees listed do not include the encroachment permit fee		
Strong Motion Table		
Residential - $0.001 times the valuation as published in the “Building Standards” latest edition		
Commercial and all other Building Construction - $0.021 times the valuation as published in the “Building Standards” latest edition		

IMPACT FEES

Police Facilities Impact Fee

Land Use	Costs per Resident or Worker	Occupancy Factor	2016-17 Adopted Fee	2017-18 Proposed Fee
Residential				
Single-Family	$288.55	4.1	$1,196.07	$1,196.07
Multi-Family	$288.55	3.29	$959.77	$959.77
Mobile Home	$288.55	2	$583.45	$583.45
Nonresidential	*(in 1,000 sq. ft. units)*			
Office	$69.25	4	$280.05	$280.05
Retail/Commercial	$69.25	2.22	$155.43	$155.43
Industrial/Warehouse	$69.25	1	$70.01	$70.01

Fire Protection

Land Use	Costs per Capita	Occupancy	2016-17 Adopted Fee	2017-18 Proposed Fee
Residential				
Single-Family	$378.64	4.1	$1,569.50	$1,569.50
Multi-Family	$378.64	3.29	$1,259.42	$1,259.42
Mobile Home	$378.64	2	$765.61	$765.61
Nonresidential	*(in 1,000 sq. ft. units)*			
Office	$90.87	4	$367.49	$367.49
Commercial/Retail	$90.87	2.22	$203.96	$203.96
Industrial/Warehouse	$90.87	1	$91.87	$91.87

Parks

Dwelling Unit Type	Cost per Capita	Occupancy	2016-17 Adopted Fee	2017-18 Proposed Fee
Single-Family	$1,264.55	4.1	$5,241.69	$5,241.69
Multi-Family	$1,264.55	3.29	$4,206.13	$4,206.13
Mobile Home	$1,264.55	2	$2,556.92	$2,556.92

Transportation

Land Use	Cost per Trip	Trips per Unit	2016-17 Adopted Fee	2017-18 Proposed Fee
Residential (in units)				
Single-Family	$1,101.17	9.6	$10,687.51	$10,687.51
Multi-Family	$1,101.17	6.7	$7,459.00	$7,459.00
Mobile Home	$1,101.17	5	$5,566.41	$5,566.41
Nonresidential (in 1,000 sq. ft. units)				
Office	$1,101.17	7.7	$8,572.28	$8,572.28
Commercial/Retail	$1,101.17	12.9	$14,361.35	$14,361.35
Industrial/Warehouse	$1,101.17	5	$5,566.41	$5,566.41

Wastewater

Land Use	Wastewater Demand Factor	2016-17 Adopted Fee	2017-18 Proposed Fee
Residential, per unit			
Single-Family	1	$2,883.93	$2,883.93
Multi-Family	0.81	$2,307.14	$2,307.14
Mobile Home	0.54	$1,413.13	$1,413.13
Nonresidential, per 1,000 sq. ft. of floor area			
Office	0.18	$519.11	$519.11
Commercial/Retail	0.12	$346.08	$346.08
Industrial/Warehouse	0.26	$749.82	$749.82

Water Impact Fee

Land Use	Water Demand Factor	2016-17 Adopted Fee	2017-18 Proposed Fee
Residential			
Single-Family	1	$3,340.78	$3,340.78
Multi-Family	0.81	$1,737.20	$1,737.20
Mobile Home	0.54	$1,035.65	$1,035.65
Nonresidential, per 1,000 sq. ft. of floor area			
Office	0.31	$968.82	$968.82
Commercial/Retail	0.25	$801.78	$801.78
Industrial/Warehouse	0.31	$968.82	$968.82

City Council Staff Report

Department: FIRE SERVICES April 11, 2017

To: Mayor and City Council

From: Chad Thompson, Fire Chief

Subject: Enforcement Option for Illegal Use of Fireworks Enforcement (CT)

RECOMMENDATION

City Council receive presentation on illegal fireworks enforcement and provide staff with direction on the preferred options to deter illegal fireworks use within the Dinuba city limits.

EXECUTIVE SUMMARY

The City of Dinuba has experienced an increased use of illegal fireworks over the years which has prompted staff to develop options to deter the use of illegal fireworks in the city limits. In the past, illegal fireworks enforcement has been conducted on a complaint basis. Staff has developed options for more proactive enforcement of the use of illegal fireworks within the City.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba has experienced an increased use of illegal fireworks over the years. Through research and surveys, staff has developed multiple options to combat the increasing use of illegal fireworks. Utilizing the "5 E's" of community risk reduction, the following options are presented for the City Council's consideration:

Education: Develop and launch a public education campaign utilizing local newspapers, electronic signs, social media, and "Safe and Sane" firework vendors to educate the public in regard to illegal fireworks.

Economic: Revise the City of Dinuba Fireworks Ordinance and Administrative Citation Ordinance to increase the minimum fine for the use of illegal fireworks from $1,000 to $1,500 in order to further discourage the use of illegal fireworks. Also, consider charging the violator for the City's incurred costs related to the enforcement of each violation, including the cost to properly dispose of confiscated fireworks.

Engineering: Utilize the "Nail-Em" app that has been developed by TNT Fireworks. This app gives citizens an easy way to report the use of illegal fireworks to authorities. Currently, the use of drones is becoming common in law enforcement and fire departments all over the nation. Menlo Park recently initiated a drone program and uses them to document where the illegal fireworks are being used.

Enforcement: There are three alternatives under enforcement that could be pursued:

1. Modify or create an ordinance that allows authorities to cite the property owner, tenant or occupant for violations occurring on their property whether or not they were directly involved in the activity. Simply by allowing guests to use illegal fireworks on the property for which they are responsible would be considered a citable offense. This is also known as the "social host ordinance."

2. Assemble an Illegal Fireworks Enforcement Team consisting of two or three teams staffed by two personnel from fire and police, specifically assigned to actively patrol the city looking for fireworks violations. This action would incur overtime costs in fire and police department budgets.

3. Use of Drone technology to conduct a "pilot" project for the surveillance of illegal firework use to determine location (s) for more accurate enforcement in the future. Many cities and counties are utilizing drone technology for surveillance and enforcement of illegal fireworks. The City of Salinas recently conducted a pilot surveillance project to identify "hot spots" of where use of illegal fireworks occurs.

Emergency Response: Emergency response will remain the same. Regularly scheduled personnel will perform their normal activities and can assist with fireworks enforcement as time allows.

Staff is seeking direction from the Council on the preferred options to deter use of illegal fireworks within the City of Dinuba.

FISCAL IMPACT

The cost of deploying an enforcement team during the July 4th season is approximately $1,300 per night for 4-hour shifts. It is anticipated that teams need to be deployed for seven (7) nights, the length of time fireworks are legally deployed within our city limits. The anticipated cost of this option is approximately $9,100.

PUBLIC HEARING

None.

ATTACHMENTS:

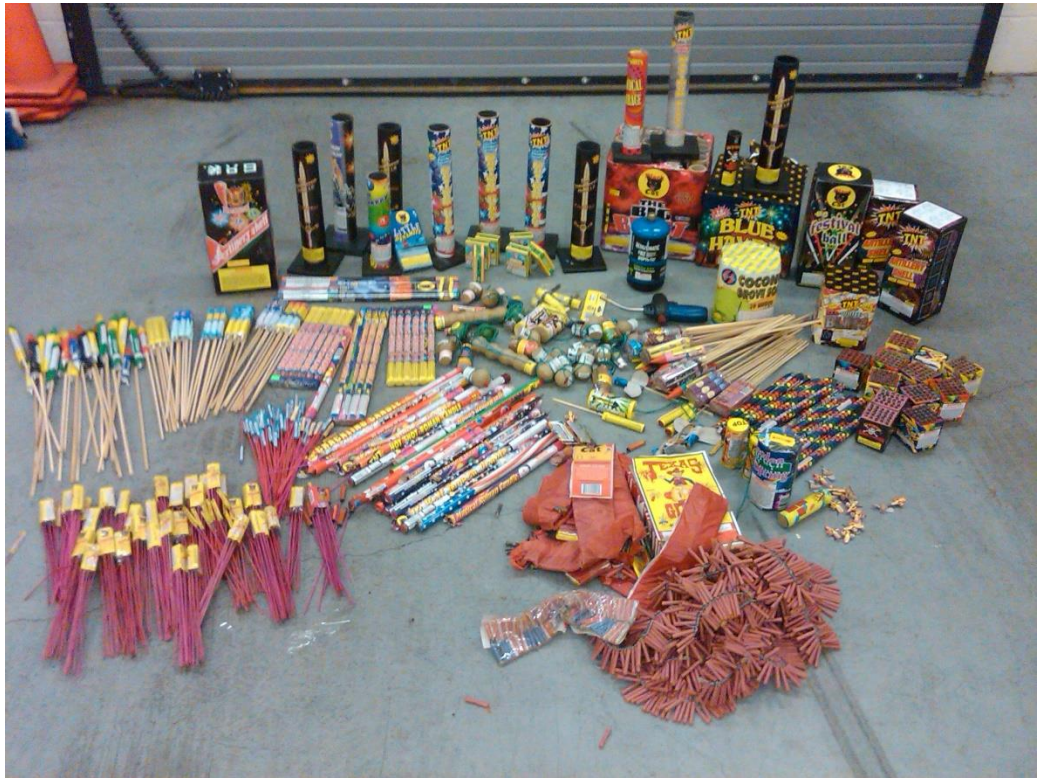
Illegal Fireworks Options

City of Dinuba

Illegal Fireworks Enforcement

Legal vs. Illegal Fireworks

Illegal Fireworks



Legal Fireworks

The Challenge

Increasing use of illegal fireworks

Increased risk of injuries/property loss

Increased nuisance created by noise

Options

Economic

- Impose administrative fines to $1,000 - $1,500
- Include cost recovery for enforcement and disposal of fireworks
- Adopt Social Host Ordinance holding property owners responsible

Education

- Create Fireworks Hotline
- Media Campaign

Enforcement

- Create Inter-Departmental Fireworks Enforcement Task Force
- Employ “Nail-em” application for use by the public
- Implement drone fireworks surveillance pilot project

Nail-em Application

Easily report the possession, sale and/or use of the illegal fireworks in the community along with photos and GPS location

69% 10:54 AM

HOME | ABOUT | TNT | SYSTEM

Submit a Report

My Reports

My Uploads

69% 10:54 AM

Issue to Report

NEXT

Illegal Fireworks Usage

Illegal Fireworks Sale

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Photos

NEXT

Take | Gallery

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Audio Note NEXT

0 of 60 seconds

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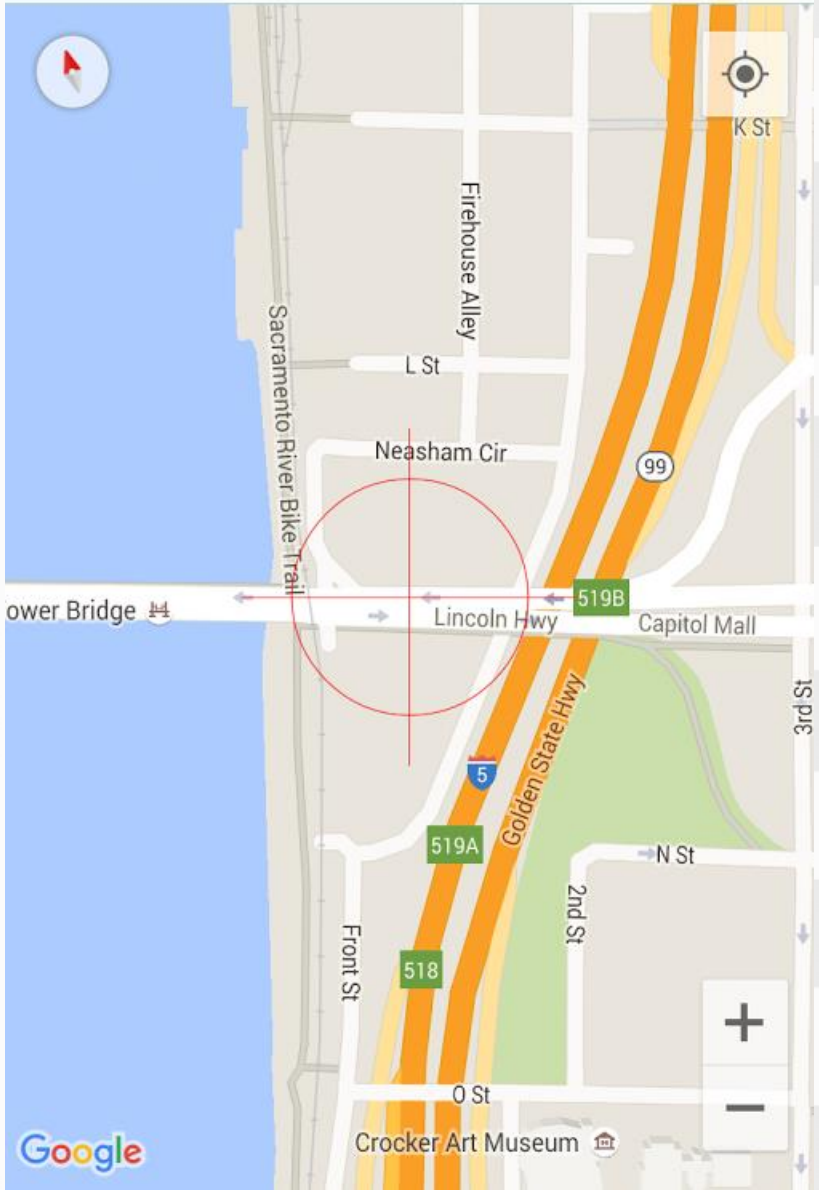
Location UPDATE EDIT NEXT

1 Capitol Mall, Sacramento, California 95814



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Review QUIT SUBMIT

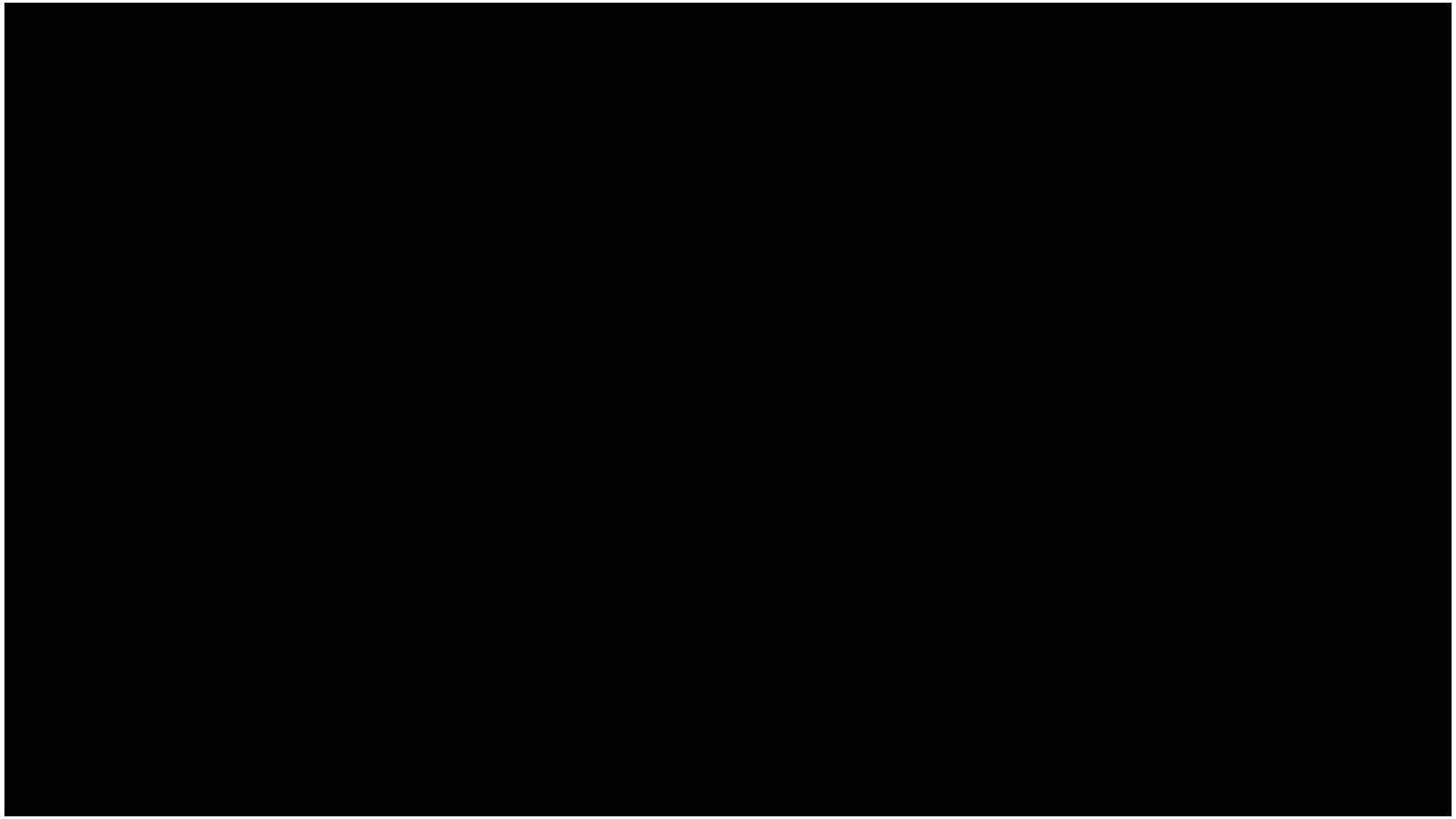
Issue to Report	Illegal Fireworks Usage
Photos	
General Notes	
Audio Note	0 of 60 seconds
Location	
Contact Info	
Name	anonymous
Email	info@app-order.com
Phone Number	
Receive Updates by Text and Email	YES
Subscribe	NO

Drone Technology

Implement drown surveillance pilot project to zero in on neighborhoods and houses where illegal fireworks on being used

Drone Surveillance

Salinas, Ca




QUESTIONS
?

City Council Staff Report

Department: CITY MANAGER'S OFFICE April 11, 2017

To: Mayor and City Council

From: Luis Patlan, City Manager

Subject: City Council Strategic Goals for 2015-2018 (LP)

RECOMMENDATION

Council review and accept the annual report on the 2015-18 strategic goals.

EXECUTIVE SUMMARY

City Council conducted a goal setting workshop on March 15 to receive an update on the status of goals, review existing goals and consider goals for 2018 and beyond.

OUTSTANDING ISSUES

None.

DISCUSSION

The City Council held a goal setting workshop on March 14 to review the 2015-2018 Goals. Dr. Jacqueline Ryle facilitated the work session. The session began with a brief introduction followed by development of a shared vision for the Dinuba. A written summary of the session is enclosed as Attachment 'A'.

Staff provided the Council with an update on the status of the current goals. Many of the goals have been completed are on track to be completed within the three-year time frame. Others may take longer to achieve due to staffing or availability of funding.

The Council concluded the session by evaluating the goals and discussed the addition of several new goals, objectives or strategies for 2018 and beyond. They include:

- Expansion of Roosevelt baseball fields
- Expansion of Vuich Park (to mitigate widening of E. El Monte Way)
- HVAC at Sportsplex
- Addressing condition of alleys throughout town
- Development of Viscaya Community Park including walking path for students attending Roosevelt Elementary School
- Balance housing needs for all income groups as contained in housing element
- Explore partnership with CSUF for use of interns in recreational/community programs
- Continue active code enforcement
- Enforcement of temporary signage
- Public safety training for emergencies and terror attacks
- More facilities for kids at Delgado and Nebraska parks
- Conduct community needs assessment survey in 2018
- Railroad crossing at Saginaw between Englehart and Viscaya
- Focus on regulatory relief for downtown businesses
- Griggs neighborhood improvements (including other areas north of town)
- Determine if there is adequate handicap parking stalls throughout downtown
- Would like to see raised median in Kamm between Alta and College
- Focus on downtown revitalization efforts

The Council could add some or all of these to the existing 2015-2018 goals or consider them for inclusion in the next three-year goal setting to be held in February/March of 2018.

FISCAL IMPACT

No fiscal impact.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Council Goal-Setting Workshop Summary

City of Dinuba

Strategic Goals

FY 2015 – FY 2018

March 15, 2017

City Council:
Scott Harness, Mayor
Kuldip Thusu, Vice Mayor
Joe Morales, Council Member
Maribel Reynosa, Council Member
Linda Launer, Council Member

Facilitator:
Dr. Jacqueline Ryle

Staff:
Luis Patlan, City Manager
Daniel James, IT/Records manager

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.

The results of the goal setting are summarized in this document. A full copy of the notes transcribed during the workshop are enclosed as Attachment 'B'.

The Council began the workshop by sharing their collective appreciation for public service. In summary, the general themes were that the Council believed in giving back, helping make things better, and effecting positive change in the community.

In terms of a shared vision for the community, the responses from the Council centered around five common elements:

- People are the strength of the community
- Quality of life is important to overall health of the community
- Balance investment to provide range of housing and commercial development
- Build on positive momentum to keep the city as the "hub" of northern Tulare County
- Opportunity for a "renaissance" with a focus on the downtown, east side commercial corridor and northern growth area

The Council was given an update on the status of the adopted goals. As presented, many of the objectives and strategies in support of the goals have been completed or in progress to be completed within the three-year timeframe.

Lastly, the Council was asked to evaluate the existing goals and to look forward to 2018 and beyond. The Council came up with several additional goals, objectives and strategies in support of the goals. These will be considered for inclusion in the current three year goals or added as part of the next goal setting process next year.

Review Status of FY 2015-2018 Strategic Goals

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

Goal #1: Fiscal Health of Community

Goal #2: Quality of Life and Neighborhood Improvements

Goal #3: Capital Projects and Delivery

Goal #4: Maintaining Organizational Capacity for Service Delivery and Goal Accomplishment

Goal #5: Community Engagement

The following table was prepared to track progress, successes, and challenges. For each goal, there are underlying objectives with actionable strategies to achieve the goal. Staff responsible for implementing the goal are assigned along with status.

Staff reports annually on the outcome measures within each goal and adjusts program activities as appropriate to ensure the achievement of the desired results for the community. As presented by staff, many of the strategies have been completed or substantial progress has been made toward achieving the goal. Staff has worked diligently to advance these Council goals.

Report on Strategic Goals for FY 2015-2018

Goal 1: Fiscal Health of Community

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
A. Balance economic development throughout the community	1. Fill vacant commercial centers (eastside especially)	Daniel/Luis		✓		The Retail Coach working on recruitment & Quad Knopf preparing of East Side Master Land Use Plan.
	2. Seek funding for extension of Randle Avenue including sewer and water to encourage ongoing development on the eastside	Blanca/Cristobal		✓		Received $1.3 M CDBG grant to extend Randle Avenue. Annexation approved. RFP for design in progress.
	3. Market vacant Odwalla facility	Daniel/Luis			✓	Facility acquired and used as cold storage facility.
	4. Stabilize internet Sales Tax	Luis/Cass			✓	City entered into operating agreement with BestBuy.com in 2015 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 the Tulare EDCs Certified Sites Program to market shovel-ready industrial sites	Cristobal/Dean			✓	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	CeCe/Cristobal			✓	All available industrial and commercial sites identified and added to the City's website and GIS system.
	4. Preparation of an Economic Development Strategic Plan	Luis/Daniel		✓		Tulare EDC working on Economic Development Strategic Plan.
C. Develop plan to annex West El Monte to Rd 56	1. Evaluate feasibility and need to annex land to Road 56	Cristobal/QK	✓			Annexation is not recommended at this time.
	2. Plan for 5 Year review of General Plan and update as needed	Cristobal/QK	✓			Work with planning consultant to review and update General Plan as needed in 2017/18.
D. Balance economic development with housing	1. Focus on job creation to achieve jobs/housing balance	Luis/Daniel		✓		The 2015 Housing Element indicates we have a jobs/housing ratio of 1.69, which means that local jobs exceed supply of housing.
	2. Market Ridge Creek Ranch Subdivision	Luis/CE		✓		Site work in progress. Model complex July/August.

Goal 2: Quality of Life and Neighborhood Improvements						
Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
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 site for memorial. Design prepared and cost estimate in progress. Funding TBD.
B. Develop mentorship programs for youth (e.g., "Big Brothers/Big Sisters")	1. Continue to participate in the Big Brothers/Big Sisters program	Stephanie			✓	DUSD partners with Big Brothers/Big Sisters.
	2. Look into creating a Youth Commission for 7th and 8th graders	Stephanie		✓		Stephanie to explore interest in formation of Youth Commission.
	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.
	5. Continue to support and expand membership in the Youth Law Enforcement Day Camp	Sgt. Bissett		✓		Event scheduled in July. Teen's (14-17) get an inside look into careers in law enforcement.
	6. Create a Local Government Internship Program	Luis/Linda			✓	Program implemented Summer 2016. Three interns hired in Finance, Public Works, and IT.
C. Develop a community-wide traffic safety awareness campaign with appropriate measures	1. Hire two motor officers for traffic enforcement	Devon			✓	Two new officers hired and on duty in October and December of 2016.
	2. Enhance radar enforcement by placing radar trailer in high speeding areas, and evaluate purchasing and installing radar speed sign in high speed areas	Devon		✓		Ongoing, especially during school year.
	3. Conduct random traffic enforcement details throughout the year	Devon		✓		Two traffic enforcement details conducted this year. Details resulted in citations for speeding and various other traffic related violations.
	4. Complete speed survey for all arterials and collectors and post appropriate speeds	Devon/Engineer		✓		All arterials and collectors surveyed except for W. El Monte Way due to construction. Speed survey to be done once W. El Monte Way is completed.
	5. Conduct random traffic enforcement around schools	Devon		✓		Ongoing during the school year.

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
C. Engage community groups in beautification projects (especially downtown)	1. Create an Adopt-a-Planter Program for downtown and market program to service groups & the community	Joe Grijalva/Stephanie		✓		Program to be released on March 20. Executive staff to landscape first planter on March 18.
	2. Install lights on trees in the downtown area along L Street.	Joe G.			✓	Lights installed in December 2015. More durable, outdoor LED lights will be purchased.
	3. Conduct sidewalk condition survey, prepare costs, prioritize projects, and budget	Blanca/Ismael		✓		Staff identified 33 damaged sidewalks. Public Works replaced 14 locations at a cost of $15,000 for material and supplies. Goal is to replace sidewalks each year until all have been improved.
	4. Conduct a street illumination study, identify streets needing lighting, budget new lighting	Blanca/Engineer		✓		Staff conducted survey. New street light requests submitted to PG&E. They expect to complete engineering in June/July followed by installation of new lights.
	5. Upgrade infield at baseball field in KC Park	Joe G./Stephanie			✓	All sprinkler heads replaced and infield repaired. Staff will seek grant to repair/replace scoreboard.
	6. Develop wayfinding signage program, branding design, cost and budget	Daniel/Luis		✓		Wayfinding Signage Program and cost estimate completed. Staff will budget funds for installation of some directional in FY 17/18.
	7. Participate in the State's Turf Replacement Program at City facilities	Stephanie/Joe		✓		California Conservation Corps replaced turf at the Lincoln/McKinley Paseo and Fire Department. City Hall is scheduled for March/April 2017.

Goal 3: Capital Projects and Delivery						
Objective	Strategy	Assigned to	Status			Comment
			Not Started	In-Progress	Completed	
A. Develop and adopt a balanced capital improvement program	1. Develop street condition survey, including incomplete streets for inclusion in CIP	Blanca			✓	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/Dean		✓		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/Dean		✓		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	Dean			✓	Repairs to pavement at intersection completed.
B. Deliver key projects in a timely manner	1. Complete W. El Monte Way widening project	Dean/Joe A.			✓	Widening work complete. Contractor working on punch list items and close-out issues.
	2. Fire Station No. 2	Chad/Cass		✓		Site plan, layout, and elevation design completed. Architect preparing construction documents. Plan is construct project in Summer 2017.
	3. Public safety training facility	Chad/Devon		✓		Preliminary design of training facility included with Fire Station No. 2 as future phase.
	4. Wastewater Reclamation Facility Upgrade & Expansion	Blanca/Dean		✓		Draft Preliminary Design Report (PDR) completed and will be presented to Council in April/May. Application for SRF Loan on file with the State.
	5. Hayes Avenue Widening	Engineer			✓	Project completed in December 2016.
	6. Install new playground and restroom facility at Gregory Park	John			✓	New playground and restrooms installed.
	7. Install restroom facility and lighting at Roosevelt Park (*scope of work changed*)	John			✓	New ADA entrance doors and restrooms installed at Community Center in lieu of lighting at Roosevelt Park.

	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
	8. College Park Recreation Center	Ed/Stephanie			✓	Remodel complete. Tenant to occupy site for child care center for up to 56 kids.
	9. Well No. 21	Blanca		✓		New well needed by 2020/21. Rate adjustments will be evaluated over next 5 years.
	10. Kern Street Storm Drain	Engineer		✓		Engineer to update estimate. Will work with grant consultant to seek grant for project.
	11. Community Center – remove asbestos and replace roof	Dean/Joe			✓	Asbestos removed and new roof installed.
	12. Bucket Truck for Parks Crews	Stephanie/Joe			✓	Bucket truck purchased.

Goal 4: Maintaining organizational capacity for service delivery and goal accomplishment

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
A. Provide adequate staffing for all new facilities before they come on line	1. Fire Station No. 2 - Evaluate staffing needs and funding capacity	Chad/Finance		✓		Staffing needs identified and funding to be included in FY 17/18 budget.
	2. College Park Recreation Center – Evaluate staffing needs and funding capacity for new recreation personnel	Stephanie			✓	CPR leased to Fresno-based agency for use as child care and development center.
	3. Senior Programs – Evaluate request for the City to take over senior programs.	Stephanie/CeCe			✓	Senior Center transition to the City became effective July 1. Transition going smoothly and senior participation & programming has increased.
B. Evaluate staffing in all departments to ensure adequate service levels	1. Staffing in Police Department	Devon			✓	Budgeted for one new Police Officer and Part-Time Records Technician in FY 16/17.
	2. Staffing in Parks & Community Services	Stephanie			✓	One General Maintenance Worker promoted full-time in FY 2016-17.
C. Maintain employee compensation within 5% of the top comparator cities	1. Evaluate current salaries with comparator cities	Luis/Finance		✓		Retention of public safety staff stable. Lateral police officer recruitments effective.

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
D. Evaluate and update use of technology to improve organizational efficiency	1. Evaluate accounting system	Cass			✓	Implemented new accounting system in Finance.
	2. Evaluate agenda manager system	Linda/Daniel			✓	Implemented new agenda manager system.
E. Adopt a code of ethics for staff, Council, Boards and Commissions	1. Create a draft code of ethics for Council review and adoption	Luis/Linda		✓		Policy in progress and expected to be presented to City Council in April 2017.
	2. Adopt City Council Travel Policy	Linda			✓	Council adopted Travel Policy to ensure transparency for out of city travel.

Goal 5: Community Engagement

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
A. Designate a public information specialist in the organization	1. Establish a single-point of contact for media outlets	Daniel			✓	Daniel James is the designated public relations officer.
B. Regularly employ social media to provide information and obtain feedback on services and activities	2. Provide weekly information of City's Facebook page	Daniel/Linda		✓		Use of social media ongoing.
C. Comprehensive Update of City website	3. Update City website	Daniel			✓	New website launched in August 2017. Positive response on new format and ease of use on mobile devices.
D. Create E-Newsletter	4. Create subscription-based electronic newsletter	Daniel/Linda			✓	Stay Connected Dinuba E-Newsletter launched in July 2016.

Goals for 2018 and Beyond

The Council concluded the session by looking at the goals and determine if any new goals should be added for 2018 and beyond. The table below lists several new items identified by the Council to be considered for inclusion in the 2015 goals or for the next three-year goal setting process.

New Items Discussed	2015-18	2018-21
• Expansion of Roosevelt baseball fields		
• Expansion of Vuich Park (to mitigate widening of E. El Monte Way)		
• Installation of HVAC at Sportsplex		
• Addressing condition of alleys throughout town		
• Development of Viscaya Park and walking path for students attending Roosevelt Elementary School		
• Balance housing needs for all income groups consistent with adopted Housing Element		
• Explore partnership with CSUF for use of interns for recreational/community events		
• Continue proactive code enforcement		
• Enforcement of vehicle speeding		
• Public safety training for emergency and terror attacks		
• More facilities for kids and Delgado and Nebraska parks		
• Conduct community needs assessment survey		
• Railroad crossing at Saginaw (west of Viscaya)		
• Focus on regulatory relief for downtown businesses		
• Griggs neighborhood improvements (including areas north of Nebraska)		
• Evaluate if there are adequate handicap parking stalls downtown		
• Raised median in Kamm between Alta and College		
• Focus on downtown revitalization		

Next Steps

The Council to accept the FY 2015-2018 Strategic Goals as presented, consider adding any or all of the items listed above to the existing 2015-2018 goals, or consider them for inclusion in the next three-year goal setting process.

A goal setting workshop will be planned for February/March of 2018 for the next three-years.

APPENDIX A

City Council Goal-Setting Workshop Notes
City of Dinuba
March 15, 2017

Meeting called to order by Mayor Harness

Introductions and session facilitated by Dr. Jackie Ryle

As the participants introduced themselves, they shared their years of public service, what each appreciates about being associated with the City and civic engagement, and what each sees as the future possibilities for the community.

With some 105 years of combined public service, 65 of those directly with the City of Dinuba, the participants shared the following appreciations:

- Giving back; making things better
- Giving back; building family and relationships; politicians in the DNA
- Civic duty giving back; long standing family rule; structure for caring for residents
- Enjoy policy and understanding regulations, and adapting for community; willingness of people to lend a hand
- Enjoying volunteerism extended to this public service
- Assisting Council achievement of goals; helping the City achieve goals with needed resources, working with and for people
- Opportunity to create positive change that creates meaning

SHARED VISION FOR DINUBA (in the words of stakeholders, clustered by facilitator)

The PEOPLE are the strength of this community. There is real QUALITY OF LIFE for all residents, with education, skills and jobs which transform our town.

Dinuba values and maintains BALANCE of ECONOMIC COMMUNITY INVESTMENT across the RADIUS of this TOWN, which encompasses all levels of HOUSING in our NEIGHBORHOODS, and COMMERCIAL as well. (Post-recession)

Enjoying a RENAISSANCE through DEVELOPMENT and resurgence of MOMENTUM which provides wide range of OPPORTUNITIES, Dinuba is a City that CAPITALIZES on every OPPORTUNITY to GROW. Our VIABLE, REVITALIZED DOWNTOWN presents a VIBRANT, INVITING, BEAUTIFUL LANDSCAPE and LUSTER with great curb appeal and OPPORTUNITY in every direction.

Dinuba is the HUB for surrounding communities, with the resources to KEEP OUR YOUTH HERE, staying or returning, to INVEST THEIR LIVES HERE. We use our balance to create JOBS, to not only SUSTAIN, but to GROW, and PEOPLE RE-INVEST to stay here.

REVIEW STATUS OF EXISTING GOALS

Each participant received a summary of goals in the existing 2015-2018 Strategic Plan including objectives, strategy, assignment, status and comments. City Manager Patlan reviewed the goals, and offered some highlights, and questions and comments were included, summarized as follows:

GOAL ONE: FISCAL HEALTH OF COMMUNITY

Highlighted points:

- Balance economic development
- 41 year operating agreement with Best Buy - Dinuba point of sale for entire state
- CBDG grant
- Retail Recruitment Plan underway
- Master Development Plan for east side kicked off
- K-Mart building occupied by health/fitness gym - stimulus for others
- Highlights in all objectives
- Housing issues and projects
- Self Help Project pending decision

GOAL TWO: QUALITY OF LIFE AND NEIGHBORHOOD IMPROVEMENTS

Highlighted points:

- Recently identified site for memorial to fallen staff in line of service
- Youth opportunities
- Improved safety> patrol, sidewalks, etc.
- Beautification> safety and quality
- Light conversion to LED
- Looking at sites needing landscaping - addressing
- Lincoln/McKinley Paseo

QUESTION: Roosevelt School access

- Staff refers to as Roosevelt Paseo; submitted grant was not approved
- Still in plan; interim measure - use of decomposed granite
- Suggested option could be a community project through parents and neighbors/ service clubs
- Interest in enforcement of sign ordinance for signs of all types

GOAL THREE: CAPITAL PROJECTS AND DELIVERY

Highlighted points:

- Project 416 Widening; entire link should be completed by this time in 2018
- Good place for professional signage

- All objectives in progress or completed

QUESTIONS: Pipe widening included in Kern Street widening

- Can phase it; total cost estimate $4 million
- Is sewer system and well water adequate for future development?
    - Positive response with reference to existing plan
    - Right now capacity is sufficient and analysis shows will sustain over 10-15 year period
    - Treatment Plant does need upgrade; again, will be phased
    - $28 million cost for total upgrade; will be phased
- Question possibility of two or three cities collaborating economically viable?
    - Response Selma-Kingsburg-Fowler does that now; only communities of Cutler and Orosi available to Dinuba; must consider type of waste; concept good but not workable here
- Cap and Trade under scrutiny; uncertain future

GOAL FOUR: MAINTAINING ORGANIZATIONAL CAPACITY FOR SERVICE DELIVERY AND GOAL ACCOMPLISHMENT

Highlighted points:

- All objectives completed or in progress
- Next May-June all labor contracts will expire; want best possible for all employees

GOAL FIVE: COMMUNITY ENGAGEMENT

Highlighted points:

- Active website and social media/ email, Facebook - working to expand/increase
- Assuring that next upgrade is scale able

MOVING FORWARD TO 2018 AND BEYOND

Facilitator Ryle noted that the shared vision points identified at the outset of the session are all incorporated in the strategic plan and in progress.

Mayor Harness offered comments that it is important to assure that resources are available to achieve and maintain existing goals before adding any new goals.

Council comments and interests offered, all in the context of need and resource availability; all kept modest in view of the context of upcoming labor negotiations and value for achieving existing goals:

- Roosevelt (baseball field) and Vuich parks expansion
- Sportsplex needs heating and cooling (HVAC)

- Plan for Viscaya Neighborhood Park along with paseo improvements for students attending Roosevelt Elementary School
- Possible adding alleyways to quality of life goal
- Balance housing needs for all income groups as contained in housing element
- Need for staff resources; consider possibilities of MOU with CSUF for "recreation" interns
- Look at north end for future infrastructure planning (Griggs and pockets)
- Speeding-cars "racing" in certain neighborhoods
- Focus on code enforcement where needed; both proactive and responsive
- Concern regarding temporary signage
- Air conditioning and heating in sports complex - would increase usage
- Terrorism training for fire and law enforcement working together
- There is an Emergency Preparedness Plan - be sure is current
- Interest in landscaped median on Kamm between Alta and the College
- More facilities for kids in Delgado and Nebraska Parks
- Be sure lighting on all downtown poles is working
- Like to see citizens survey on needs assessment to be sure to capture their interests as prepare for 2018
- Blockage point where railroad tracks dissect through entire square north of El Monte; blocked at Saginaw; critical need for emergency vehicle access
- Question raised as to downtown revitalization and whether there should be workshops
- There are unoccupied buildings due to concerns about prohibitive regulations
- Concern that inspections are beyond health and safety to "nitpicking"
- Consider possibility of parking permits for downtown business owners
- Griggs' neighborhood improvements
- Determine if there is adequate handicap parking stalls throughout downtown
- Consider raised median in Kamm between Alta and College

CONSENSUS: Retain strategic plan as written, incorporating points raised in this session

NEXT STEPS:

Review report for accuracy
Place on regular agenda to accept; for inclusion in official record
Continue to move forward on all goals
Schedule workshop in 2018 to review status and establish future goals

City Council Staff Report

Department: CITY MANAGER'S OFFICE April 11, 2017

To: Mayor and City Council

From: Nancy Jenner, City Attorney

Subject: Conference With Legal Counsel - Existing Litigation (NJ)

RECOMMENDATION

Sanchez v. City of Dinuba, Tulare County Superior Court
Case No. VCU255959; Fifth District Court of Appeal Case No. F071223 pursuant to GC section 54956.9(c) (1).

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

City Council Staff Report

Department: CITY MANAGER'S OFFICE April 11, 2017

To: Mayor and City Council

From: Nancy Jenner, City Attorney

Subject: Conference with Legal Counsel - Anticipated Litigation (NJ)

RECOMMENDATION

Potential Litigation; one (1) matter. Government Code section 54956.9(e).

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.