



City Council Regular Meeting

**April 25, 2017
MINUTES**

COUNCIL MEMBERS PRESENT:

Launer, Reynosa, Harness, Thusu, Morales

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Barkley, Beltran, Bobst, James, Jenner, Moreno, Patlan, Popovich, Thompson

1. OPENING CEREMONIES - 6:30 pm

1.1. Welcome and Call to Order

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

1.2. Invocation

The invocation was led by Chaplain Susee.

1.3. Pledge of Allegiance

The flag salute was led by Council Member Launer.

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. East El Monte Retail Recruitment Plan Update from The Retail Coach (DJ)

Aaron Farmer, Senior Vice President of The Retail Coach, was present to share information with the Council in regard to the East El Monte Way Retail Recruitment Plan developed by the consultant firm.

Vice Mayor Thusu asked if the consultant has worked previously with cities of similar demographic. Farmer acknowledged the firm had and gave examples of past successes.

4. REQUEST TO ADDRESS COUNCIL

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

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

City Council Meeting Minutes, April 11, 2017 (LB)

RECOMMENDATION

Council approve draft meeting minutes of April 11, 2017.

5.2. SUBJECT

Award a Three-Year Professional Services Contract to Yamabe & Horn Engineering, Inc. for On-Call Civil Engineering Services with a Designated City Engineer (BB)

RECOMMENDATION

Council award a three-year Professional Services contract to Yamabe & Horn Engineering, Inc. for On-Call Civil Engineering Services with a Designated City Engineer.

5.3. SUBJECT

Resolution No. 2017-16 Section 5339 Discretionary Bus Program Grant Application (BB)

RECOMMENDATION

Council adopt Resolution No. 2017-16 authorizing the City Manager or Public Works Director to apply for \$139,000 in grant funding from the California Department of Transportation to purchase a new Compressed Natural Gas (CNG) Transit Bus and, authorize the City Manager or Public Works Director to sign the necessary documents.

5.4. SUBJECT

Acceptance of Public Safety Commission Minutes, November 15, 2016 (DP)

RECOMMENDATION

Council accept Commission meeting minutes of November 15, 2016.

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 April 14; 25, 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

7. PUBLIC HEARING

7.1. SUBJECT

Zone Text Amendment, Application No. 2017-03 (BB)

RECOMMENDATION

Council conduct a public hearing, receive testimony, close the public hearing and take the following action:

1. Introduce and waive the full reading of Ordinance No. 2017-03 approving the Zone Text Amendments to Title 17 (Zoning) of the Dinuba Municipal Code.

Jerome Keenan representing Q-K, Inc. was present to provide information concerning the proposed changes to the Zoning Ordinance.

Questions from the Council arose in regard to prior amendments. It was explained that prior amendments are incorporated in the proposed changes.

Mayor Harness opened the public hearing.

Chamber Executive Director Sandy Sills asked a question in regard to Title 17 and how it affects the carnival and other events at Vuich Park, as well as downtown events such as sidewalk sales in the downtown.

No other questions were brought forward and the Mayor closed the hearing and brought it back to the Council for consideration.

Council Member Launer asked for clarifications on what are 'accessory dwellings.' Keenan said that State law now refers to secondary units as 'accessory dwellings.'

Launer asked what the setbacks are for a tiny house.

Keenan explained one is allowed to have a secondary house which is also considered a tiny house.

Launer brought forward the subject of transient housing. She explained there could be an issue with short-term rental of accessory dwellings within residential areas.

Attorney Jenner said staff will bring back the ordinance concerning transients at a later time to address possible issues.

A motion was made by Council Member Morales, second by Vice Mayor Thusu, to introduce and waive the full reading of Ordinance No. 2017-03 approving the Zone Text Amendments to Title 17 (Zoning) of the Dinuba Municipal Code.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

7.2. SUBJECT

Zone Text Amendments Application No. 2017-04 Relating to Recreational Marijuana Use and Cultivation (BB)

RECOMMENDATION

Council conduct a public hearing, receive public testimony, close the public hearing and take the following action:

1. Introduce and waive the full reading, by substitution of title only, of Ordinance No. 2017-04 approving the Zone Text Amendments to Title 5 (Business Licenses and Regulations) and Title 17 (Zoning) of the Dinuba Municipal Code.

Keenan presented proposed amendments offered in order to clarify the existing code. Regulations translate from medical marijuana to "marijuana use." He explained that State law allows residents to grow up to 6 marijuana plants for personal use.

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

Mayor Harness closed the hearing and brought the item back to the Council for consideration.

A motion was made by Vice Mayor Thusu, second by Council Member Morales, to introduce and waive the full reading, by substitution of title only, of Ordinance No. 2017-04 approving the Zone Text Amendments to Title 5 and Title 17 of the Dinuba Municipal Code.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

8. DEPARTMENT REPORTS

8.1. SUBJECT

Resolution 2017- 14 San Joaquin Valley Air Pollution Control District Public Benefit Grant Application (SH)

RECOMMENDATION

Council adopt Resolution No. 2017-14 authorizing the City Manager to submit an application to the San Joaquin Valley Air Pollution Control District for grant funds in the amount of \$20,000 to purchase one (1) new compressed natural gas (CNG) vehicle; and, authorize the City Manager or designee to sign the necessary documents.

Administrative Assistant Bobst presented an item to the City Council for consideration. Bobst requested that the Council authorize staff to apply for grant funds to purchase one new CNG vehicle for use in the Parks Department. She requested the Council adopt Resolution No. 2017-14 authorizing the application.

A motion was made by Vice Mayor Thusu, second by Council Member Morales, to adopt Resolution No. 2017-14 authorizing the City Manager to submit an application to the San Joaquin Valley Air Pollution Control District for grant funds in the amount of \$20,000 to purchase one new CNG vehicle.

Ayes: Harness, Launer, Morales, Reynosa, Thusu

9. MAYOR/COUNCIL REPORTS

Mayor Harness announced that the Wall Committee will hold the third annual celebration at the Dinuba Memorial Hall on Sunday, April 30 at 1:00 pm.

Mayor Harness said he attended the Good Morning Dinuba meeting at the Mary Kay store on Alta Avenue and the cancer survivor dinner at Rabobank and said it was well attended. Mayor Harness announced that the manager of Game Stop hosted a dinner for special needs children. He also attended the Local Government Day Q & A hosted by LNTC last week. He attended Relay 4 Life and presented a resolution during opening ceremonies; opening day ceremonies for Little League baseball and announced there are over 600 children enrolled; and he attended the Cinco de Mayo pageant.

Council Member Launer challenged the staff to adopt a planter box downtown.

Vice Mayor Thusu attended the LNTC meeting and thanked city staff for helping with the Alta Healthcare Clinic event.

Council Member Reynosa said she helped with the Chamber event called "Family Friday Night Fest."

Council Member Launer said she assisted with a property cleanup located at Sycamore and Roe Avenue.

Council Member Morales said he attended the Relay 4 Life event.

10. CITY MANAGER COMMUNICATIONS

City Manager Patlan said Self- Help Enterprises received a \$10,000 grant to landscape around the Viscaya Apartments.

11. CITY STAFF COMMUNICATIONS

None.

12. ADJOURNMENT

The meeting adjourned at 7:35 pm.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

April 25, 2017

To: Mayor and City Council
From: Daniel James, IT/Records Manager
Subject: East El Monte Retail Recruitment Plan Update from The Retail Coach (DJ)

RECOMMENDATION

Council to receive update on the E. El Monte retail recruitment plan from The Retail Coach.

EXECUTIVE SUMMARY

The Retail Coach consultant to present information regarding the trade area and targeted retail segments (based on our demographics and retail leakage). The consultant will also present progress updates for the city's east side and a plan for the coming months, which will include strategies for the ICSC Las Vegas retail conference in May.

OUTSTANDING ISSUES

None.

DISCUSSION

The City contracted with The Retail Coach in August 2016 to develop a city-wide Retail Recruitment Plan as part of the Mercantile Row Shopping Center on East El Monte Way revitalization plan. Retail Coach will present a six-month progress update and share plans and strategies for the remaining scope of work of the Retail Recruitment Plan.

FISCAL IMPACT

Update only. No additional fiscal impact incurred.

PUBLIC HEARING

None required.

ATTACHMENTS:

[Retail Coach - Council Presentation](#)



Retail Recruitment Plan

City of Dinuba



PROJECT GOALS



Conduct Retail
Trade Analysis

Identify Targeted
Retailers

Direct Retailer
Recruitment

Revitalize E. El
Monte Commercial
Corridor

STRATEGIES

- ✓ Compile demographics
- ✓ Map trade area
- ✓ Prepare retail gap analysis
- ✓ Identify available properties
- ✓ Prepare property profiles
- ✓ Make direct contact with retailers

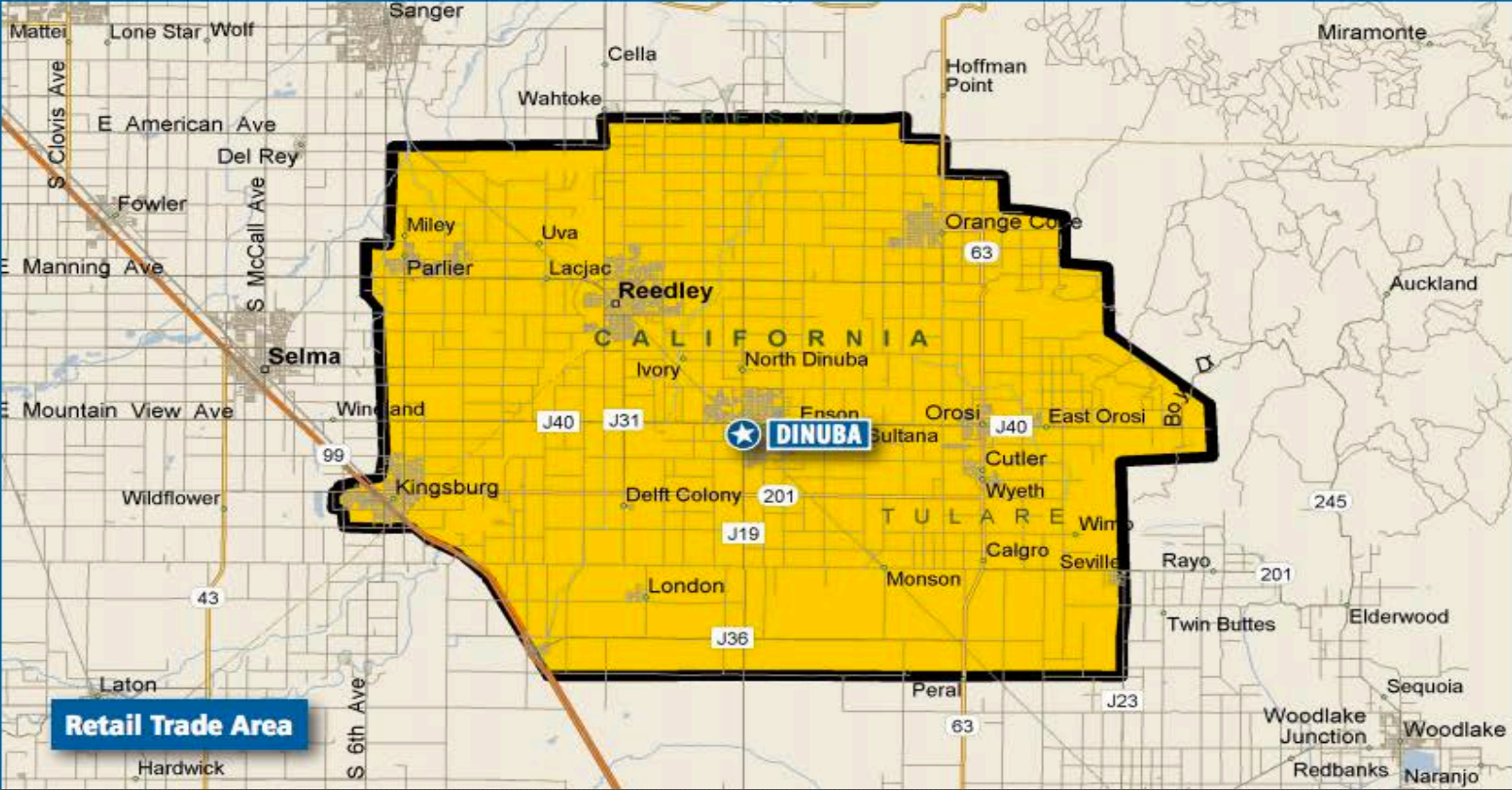
DETERMINE RETAIL TRADE AREA

A map showing a retail trade area highlighted in teal. The area is irregularly shaped and covers a significant portion of the central and eastern parts of the map. Surrounding areas are labeled with names like Mustang, Celina, Marlee, Guiter, Farmington, and Howe. Highway markers for 455, 428, 289, and 377 are visible. The map is overlaid with a blue banner at the top and a dark blue box with yellow text at the bottom right.

The Retail Trade Area is the largest distance consumers are willing to travel to purchase retail goods and services in Dinuba.

RETAIL TRADE AREA MAP

Retail Market Profile 2016



Contact Information

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IT/Records Manager
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405 East El Monte
Dinuba, California 93618

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Cell 559.739.9458

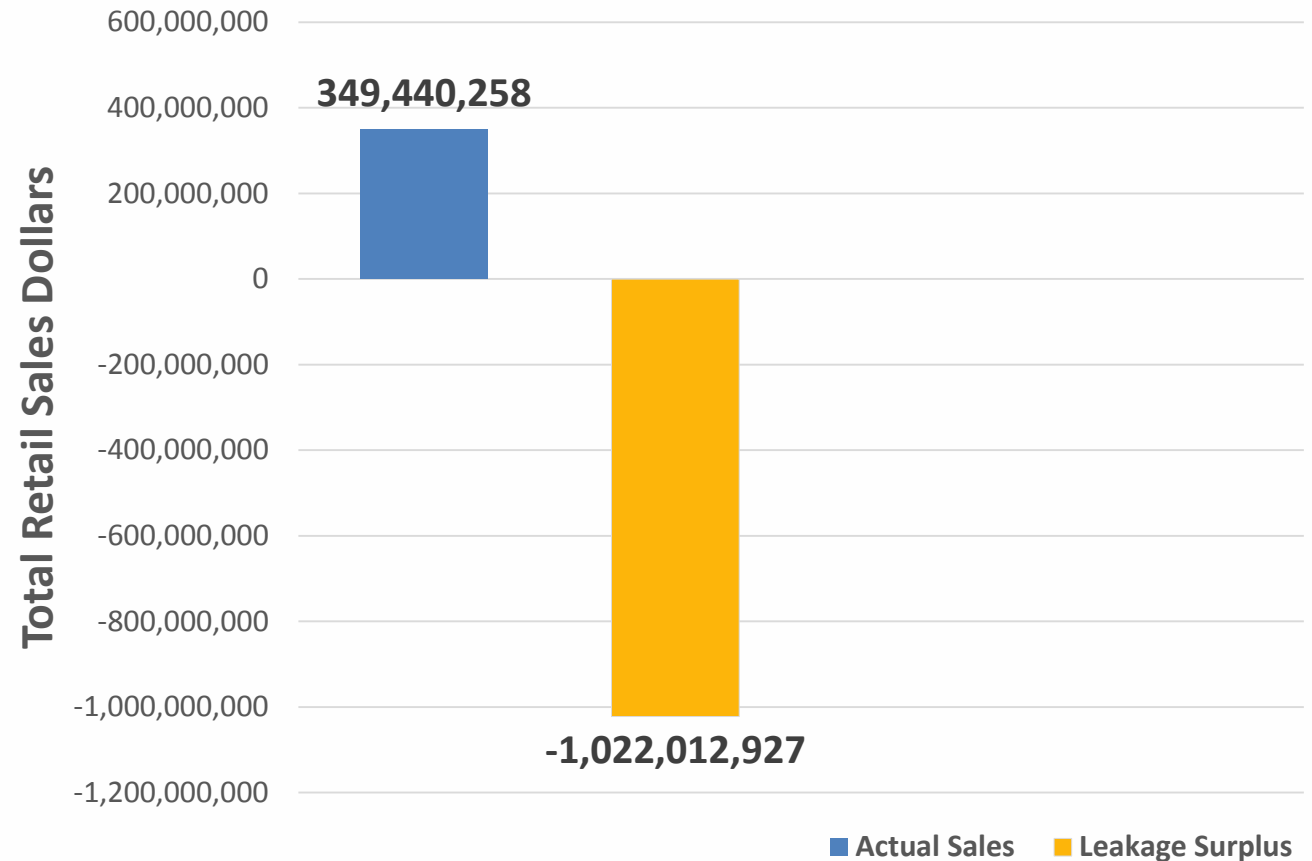
djames@dinuba.ca.gov
www.dinuba.org

January 2017. All information furnished is from sources deemed reliable and is submitted subject to errors, omissions, change of terms and/or conditions. Prepared by The Retail Coach, LLC, a national retail consulting and market research firm. 800.851.0962.

TRADE AREA RETAIL GAP ANALYSIS

The total retail trade area leakage is over \$1 billion dollars!

Auto Parts: (-81%)
Furniture: (-81%)
Electronics: (-75%)
Garden Centers: (-94%)
Hardware: (-94%)
Food & Beverage: (-80%)
Gas Station: (-75%)
Clothing: (-86%)
Sporting Goods: (-90%)
General Merch.: (-19%)
Restaurants/Bars: (-79%)





(-79%)



(-94%)



(-80%)



(-75%)



(-86%)



(-19%)



(-75%)



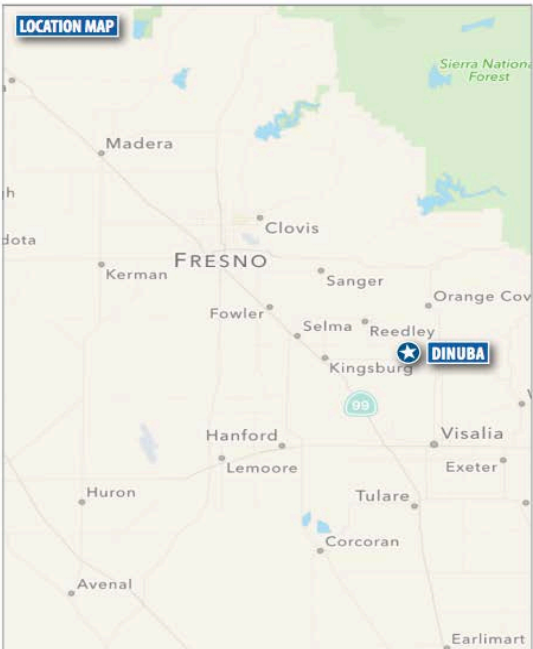
(-90%)



(-79%)



SITE AVAILABLE | 20,000-86,579 SF SITE
2150 EAST EL MONTE WAY, DINUBA, CALIFORNIA 93618



TheRetailCoach P.O. Box 7272 | Tupelo, MS 38802 | 800.851.0962 | www.theretailcoach.net

The information contained herein was obtained from sources believed to be reliable; however, The Retail Coach makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omissions, change of price or conditions, prior sale or lease, or withdrawal without notice.

EXAMPLE SITE PROFILE (Old SaveMart Site)



SITE AVAILABLE | 20,000-86,579 SF SITE
2150 EAST EL MONTE WAY, DINUBA, CALIFORNIA 93618



AVAILABLE SPACE
20,000-86,579 SF

RATES | NNN & PRICE
Non Divided: \$0.49/SF
Divided: \$0.59-69/SF

TRAFFIC COUNTS
E El Monte Way- 12,699
Source: Ethan Conrad Properties

PROPERTY INFORMATION

- Former K-Mart in the Mercantile Row Shopping Center that is anchored by Rite Aid.
- Located on El Monte Way, the main East-West thoroughfare in Dinuba near densely populated residential neighborhoods.
- High visibility on El Monte Way and large parking lot.

DEMOGRAPHICS (based on 2016 data)

Variable	Community Population	RTA
2016 Population	23,538	126,276
Average HH Income	\$46,431	\$52,118
Median Age	28.8	29.3

* RTA – Retail Trade Area; the geographic area from which retailers derive approximately 80-85% of their business.

CONTACT

Aaron Farmer, Senior Vice President
The Retail Coach
afarmer@theretailcoach.net
662.231.0608

TheRetailCoach P.O. Box 7272 | Tupelo, MS 38802 | 800.851.0962 | www.theretailcoach.net

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TheRetailCoach®



RETAIL FEASIBILITY STUDY
Dinuba, California

Prepared for
City of Dinuba
November 2016



EXAMPLE RETAILER FEASIBILITY PACKAGES



TheRetailCoach®

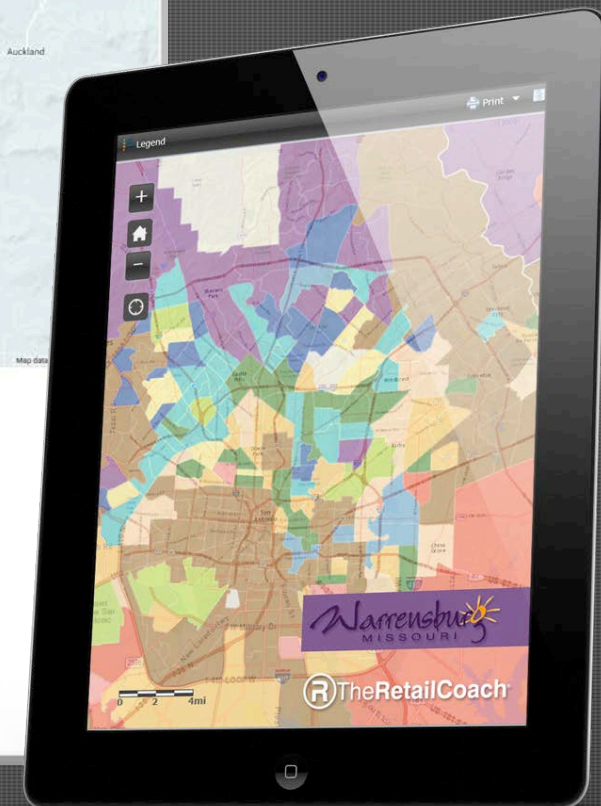
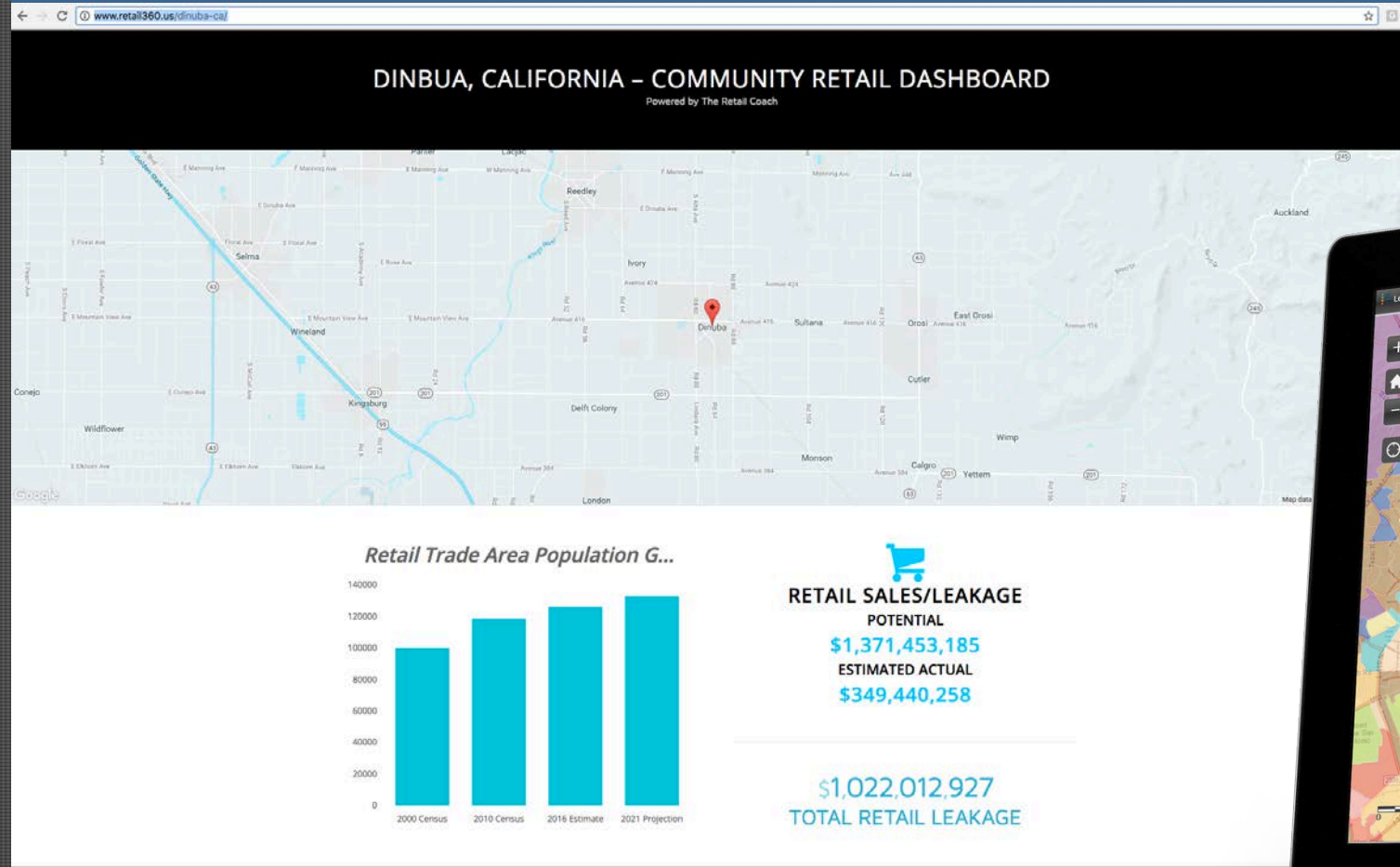


RETAIL FEASIBILITY STUDY
Dinuba, California

Prepared for
City of Dinuba
January 2017



DIGITAL RESOURCES



www.Retail360.us/Dinuba-CA/

RECRUITING RETAIL



Retail
Recruitment is a
Process and
*Retailers Must
be Recruited*

Be persistent – a “no”
today might be a
“possible” in six months.

QUESTIONS?

 **TheRetailCoach**[®]
www.theretailcoach.net



City Council Staff Report

Department: CITY MANAGER'S OFFICE

April 25, 2017

To: Mayor and City Council
From: Linda Barkley, Deputy City Clerk
Subject: City Council Meeting Minutes, April 11, 2017 (LB)

RECOMMENDATION

Council approve draft meeting minutes of April 11, 2017.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

[City Council Meeting Minutes, April 11, 2017](#)



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 division 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 with 13 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: PUBLIC WORKS

April 25, 2017

To: Mayor and City Council

From: Blanca Beltran, Public Works Director

Subject: Award a Three-Year Professional Services Contract to Yamabe & Horn Engineering, Inc. for On-Call Civil Engineering Services with a Designated City Engineer (BB)

RECOMMENDATION

Council award a three-year Professional Services contract to Yamabe & Horn Engineering, Inc. for On-Call Civil Engineering Services with a Designated City Engineer.

EXECUTIVE SUMMARY

The City of Dinuba is in need of on-call professional engineering services. A Request for Qualifications (RFQ) for On-call Engineering Services with a Designated City Engineer was issued on March 3, 2017. A total of three engineering firms responded to the RFQ and Yamabe & Horn Engineering Inc. was selected as the most qualified consultant firm.

OUTSTANDING ISSUES

None.

DISCUSSION

For many years the City of Dinuba has contracted with civil engineering firms to perform a variety of routine and project-specific engineering services. The City's most recent agreement for engineering services with Provost & Pritchard Engineering Group Inc., does not allow for federal and state reimbursement of services due to changes in federal procurement guidelines. Additionally, the City's staff engineer retired in September 2016 creating a vacancy that impacts the City's continued operations.

Given these developments and in an effort to streamline costs, the City announced a Request for Qualifications (RFQ) for "On-call Engineering Services with a Designated City Engineer" on March 3, 2017 (Attachment 'A'). The scope of work identified in the RFQ includes, but is not limited to, the following:

City Engineering Duties:

- Prepare reports, investigations, studies and evaluations as, from time to time, may be required and directed by the City
- Consulting services to the City Council, Commissions, and Staff
- Represent City on Boards and Advisory Groups
- Represent City to applicants and developers of constructions projects
- Technical resource for grant and loan applications, and Utility Master Plans
- Prepare all documents necessary to obtain "Authority to Use Grant Funds"
- Technical resource for Capital Improvement projects including State and Federally funded projects and related assignments

Project-Specific Duties:

- Traffic engineering services, including preparation of traffic warrant studies, review of traffic impact studies, and recommendation of traffic control measures

- Review of plans, specifications, estimates and bid documents for a variety of public work projects. provide bid assistance and construction support throughout project construction, and assist with project closeout activities as needed to comply with applicable reporting requirements related to State or Federal funding sources
- Inspections services for a variety of private development and capital improvement projects to ensure compliance with approved plans, specifications, City standards, and other applicable local, State, and federal requirements
- Research
- Check subdivision and parcel maps for compliance with California State Subdivision Map Act requirements. Stamp and sign subdivision maps, parcel maps, lot line adjustments, and other documents as necessary, as City surveyor
- Determine locations of property lines, boundaries, easements and rights-of-way
- Construction surveys for Capital Improvement Projects
- Establish and adjust benchmarks
- Establish and document street center lines
- Traditional topographic surveys and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features
- Perform research and survey work related to property divisions and mergers
- Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information
- Perform all survey-related, and some engineering-related, computations and drawings using traditional methods and/or using computer methods currently available within the City
- Prepare and interpret deeds and descriptions
- Develop legal descriptions and plot maps
- Other engineering and survey-related tasks as necessary

The RFQ was sent directly to several local engineering firms and it was advertised in regional and local newspapers. It was posted on CIPLIST.com, an RFP/RFQ clearinghouse available to all consulting firms interested in responding to requests for professional services. Three firms responded to the City's RFQ by the deadline of March 31, 2017. The responses received were from the following firms:

1. 4 Creeks Inc.
2. Willdan Group Inc.
3. Yamabe & Horn Engineering, Inc.

A selection committee convened to review the submitted Statements of Qualifications (SOQ) using specific evaluation criteria to determine the most qualified consultant. Federal procurement guidelines require that selection be solely based on qualifications. The City is prohibited from using cost proposals as the basis for selection. Upon selection of Yamabe & Horn as the most qualified consultant and in anticipation of the Council's approval, staff commenced cost and contract negotiations to ensure delivery of services at a fair and reasonable cost. Yamabe & Horn Engineering fee schedule is attached as Attachment 'B'.

A copy of the contract with Yamabe & Horn Engineering, Inc. is attached as Attachment 'C'. The contract has been reviewed by the City Attorney.

FISCAL IMPACT

Assignments are given on a task order basis. Staff anticipates that engineering expenses on State and Federally-funded projects are reimbursable expenses.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Statement of Qualifications - Yamabe & Horn Engineering, Inc.](#)

[B. Yamabe & Horn Engineering - Fee Schedule](#)

[C. On-Call Engineering Agreement - Yamabe & Horn](#)

March 2017

CITY ENGINEER STATEMENT OF QUALIFICATIONS

CITY OF DINUBA



Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS

LET US INTRODUCE OURSELVES

This Statement of Qualifications is laid out in broad categories, outlined in the Table of Contents at the bottom of this page that are easy to engage with and highlight all of the unique facets of our service from design to construction and contract administration as identified in the request.

Instead of simply creating an exhaustive list of relevant projects we've done and our ability to fulfill every requirement outlined in the Request for Qualifications, we want to demonstrate our capabilities in more depth on a few select projects, giving you a better idea of your expected benefit should we be selected for your City Engineer.

The members of the team we have assembled to serve the City of Dinuba have significant experience across the board and have been involved in every type of project we do, but have focused on their specific expertise that is relevant to the City's needs. They also have extensive experience with Federal, as well and State funding thru Caltrans, and DWR funding.

This focus has been extended to the section on our experience, highlighting the work we have done for our other City clients and a few of the completed projects made possible from the \$27 Million in outside funding we have secured for them over the past 7 years.



Yamabe & Horn Corporate Headquarters

*Located just 45 minutes from the
Dinuba City Hall*

2985 N. Burl Avenue Suite 101

Fresno, CA 93727

o. (559) 244-3123

f. (559) 244-3120

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OUR COMMITMENT

Our investment in custom developed project management software, the addition of a full-time Construction Manager and improved quality control systems development are all allowing us to streamline our service delivery to Municipal clients, while also reducing any waste through change orders and delays.

We are confident that the team we have assembled to serve the City of Dinuba will be up for the challenge and will deliver innovative, yet cost effective solutions at every level.

The team is introduced in detail starting on the next page with Ronald Yamabe appointed as the City Engineer should we be chosen.

With this combination of vast, institutional knowledge and resume of dedicated service to the people and businesses of Dinuba, and fresh, energetic new leadership, management and technological capabilities, we believe that we will provide the City of Dinuba with a City Engineering team that is unmatched by any firm.

This team encompasses all the major disciplines within civil engineering and land surveying and provides the City with the skills needed to tackle whatever project or demand arises.

With consideration to keeping this proposal as brief as possible, we refrained from providing all of our certification documentation, compliance records and list of every project completed with oversight from Caltrans and other state and federal regulatory agencies, but can produce them upon request should they be needed.

If selected to provide City Engineering Services, we gladly accept all conditions of performance and responsibility outlined in the Request for Qualifications, and we are confident that there is no conflict of interest operating as the Civil Engineer now, or into the future.

Respectfully Submitted,

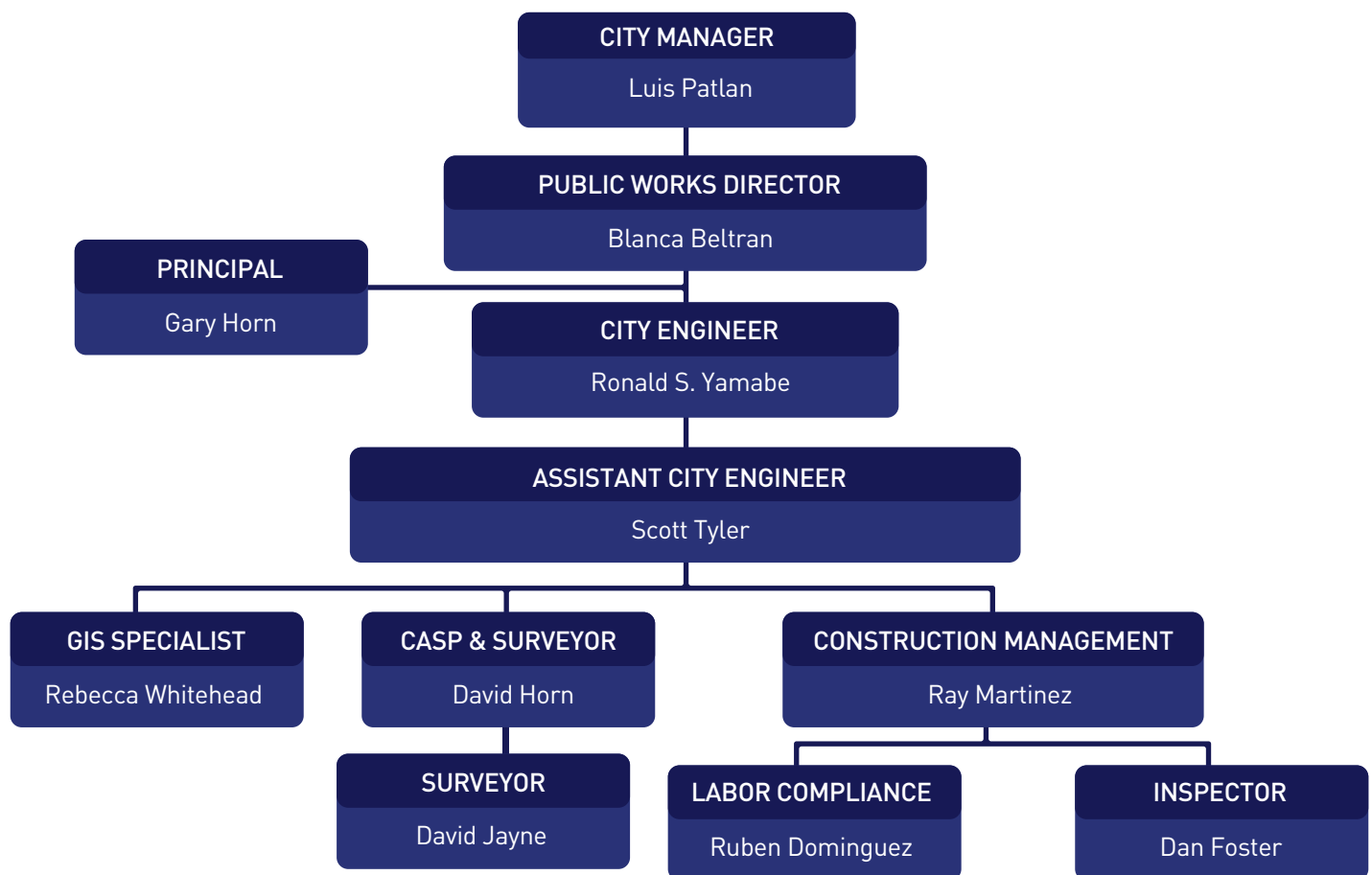
Gary D. Horn, P.E.
Principal

ORGANIZATIONAL CHART

Yamabe & Horn Engineering is pleased to offer the services of Ronald Yamabe as City Engineer. Ronald's many years of experience as a consultant city engineer will provide a wealth of knowledge to the City of Dinuba. He has dealt with numerous situations and problems that small communities face: emergency repairs to water main ruptures, flooded streets, testifying at court for DBCP contamination lawsuits and wastewater treatment plant upgrades, to name a few.

Scott Tyler will assist Ronald as Assistant City Engineer. Scott has many years of municipal experience specializing in traffic engineering, including traffic studies, signal design, traffic and parking operations and review of proposed developments for traffic impacts.

It is our intention for Scott to become thoroughly familiar with all aspects of our services to the City of Dinuba so that he can effectively meet the city's needs if Ronald is not available. Yamabe & Horn is committed to providing the highest quality and continuity of engineering services that Dinuba needs and deserves. It is our long range plan for Scott to succeed Ronald at some point, subject to city approval.



RONALD YAMABE *City Engineer*

Ron's role as the City Engineer for the City of Sanger for 23 years gives him unique insight into the needs of a city like Dinuba. He also served 5 years each as the City Engineer for the City of Mendota and the City of Orange Cove. He has been involved in the largest Public Works projects in the history of the City of Sanger and brought many innovative and high value improvements over the past two decades. The list of projects he has managed and been involved with are extensive, and add tremendous value to our team to serve your city should we be chosen.

It is because of his vast knowledge of the needs of a city like Dinuba and its resources that we positioned Ron on your team as the City Engineer to be relied upon as needed by the City. We are confident

that his role will be invaluable to the entire team and City Staff as they navigate future projects to meet the demand of the growing City population.

Registered Civil Engineer

B.S. Civil Engineering

CSU Fresno



SCOTT TYLER *Assistant Engineer*

Scott is a registered Civil Engineer with over 10 years of municipal experience working for the City of Visalia and the City of Fresno, and also has over 10 years of experience in residential/commercial development and construction. He has worked on and managed all phases of projects from the preliminary engineering to project cost estimating, designing, plans and specifications preparation, bid documents, administer contracts and oversee construction activity for projects with various types of Federal, State, and Local funding.

Registered Civil Engineer

Licensed General Engineering Contractor

B.S. Civil Engineering

CSU Fresno

Scott is currently managing a water meter replacement project for the City of Orange Cove and the Academy Avenue street widening project for the City of Sanger. He has extensive experience with water, sewer, storm drain, streets, and traffic signals for municipalities and has the knowledge, acuity and fortitude to make sure projects are done on time and within budget.

GARY D. HORN *Principal Engineer*

Gary is responsible for all phases of engineering design and land surveying for public works and land development projects. Coordinates design and preparation of grading & drainage, sewer, water, storm drain, street and pump station plans. Provides oversight of supervising engineers, draftsmen, and surveyors. Prepares construction cost and time scheduling estimates. Represents clients before public governing bodies and processes plans with public agency staff. Performs research of public records and applies legal principles to resolution of surveying discrepancies. Previously served as survey party chief on boundary and construction staking. Designated City Engineer for the City of Orange Cove where his responsibilities include: design and inspection of public works projects, attendance at City Council meetings, analysis of development fees, Registered Civil Engineer preparation of capital improvement programs, review of subdivision maps and improvement plans.

B.S. Civil Engineering,
California State
University, Fresno



RAY MARTINEZ *Construction Manager*

Ray is a Construction Manager / Registered Public Works Inspector with over 35 years of experience. His responsibilities as a Construction Manager and Inspector span the length of projects from Quality Assurance/Quality Control of the constructability of plans and specifications to construction staking, Inspection and contract administration. Inspection experience includes all aspects of inspection duties related to grading and drainage, roadways, storm and sanitary sewer, domestic and irrigation water distribution, lighting and signalization construction. Construction Management duties include review of construction agreements, project bonds and insurance, submittal review, processing of staking requests, scheduling of inspection, processing contract change orders and progress payments, project close-out and acceptance. Daily interaction with the contractor for review and approval of progress payment reports, labor compliance requirements, etc. Responsibilities require close coordination with clients, funding agencies, local cities, flood control, irrigation districts, and county staff for public and private projects.

Registered Public Works
Inspector

American Construction
Inspectors Association, RCI
5596

California Office of Emergency
Services, SA970130

OSHA, Construction Safety
& Health Certification, 34-
03377559



REBECCA WHITESIDE *GIS & Grant Application Specialist*

Rebecca handles all GIS mapping and design, working closely with the Land Surveyor and Project Managers. Her background with the OrangeCounty Water District allowed her to gain valuable experience mapping water systems. She has provided support for CEQA related reports, suchas Habitat Mitigation Plans and EIRs, including Negative Declarations.

B.S. Earth Science
UC San Diego

M.S. Urban and Regional
Planning

UC Irvine

She has also been involved in many successful grant applications as well, bringing her knowledge of the reporting requirements for funding sourcesto your team.

She currently manages the GIS mapping and design for many of our municipal clients.

DAVID HORN *Certified Access Specialist and City Surveyor*

David is a Principal in Yamabe & Horn and is responsible for all phases of engineering design and project management, managing a number of teams at any given time. With that, his role on your team is focused on leveraging his California Certified Access Specialist (CASp) credentials to help keep the City of Dinuba in compliance with the Department of Justice related to ADA and California Title 24 accessibility requirements.

On the team, his services will include field investigations, self evaluations, Title II Transition Plans, and plan checking to reduce compliance risk with the project plans.

Principal

Registered Civil Engineer

Registered Land Surveyor

Certified Access Specialist

Member ASCE, CLSA, CASI & NFPA

B.S. Civil Engineering CSU Fresno 1999



DAVID JAYNE *Registered Land Surveyor*

David is responsible for all phases of land surveying requirements of land development projects. He prepares and oversees the preparation of tract maps, parcel maps, record of surveys, lot line adjustments, ALTA/ACSM survey maps and easement exhibit maps. He also reviews and marks corrections needed as to conformance with the Land Surveyors' Act, Subdivision Map Act and appropriate surveying procedure methods required by the Bureau of Land Management Manual of Surveying Instruction for tract and parcel maps that are submitted to the Cities of Sanger, Kerman and Orange Cove for recordation with the Fresno County Recorder.

In addition, he performs survey calculations, area calculations and writes legal descriptions. He has represented clients before public governing bodies and processes mapping applications with public agency staff. David also coordinates field crew activity with clients, contractors and job site superintendents.

He has also functioned as an expert witness for cases regarding Subdivision Map Act issues, easement rights, contract and deed interpretations, and boundary determinations.

Registered Land Surveyor
Member CLSA



RUBEN DOMINGUEZ *Labor Compliance & Contract Administration*

Ruben provides project management and contract administration during the design and construction phase of capital improvement and Federal-Aid projects. His experience over the past ten years with preparing applications for, and monitoring multiple funding sources, on multi-million dollar projects has allowed us to operate with maximum efficiency and maintain excellent relationships with contractors as well.

He is adept at handling all funding source reporting, including CDBG, SR2S, STPL, CMAQ and Stewardship grants. In addition, he ensures all Labor Compliance and Equal Employment Opportunity (EEO) provisions in the contracts are being adhered to.

Ruben also participates in all FHWA and ARRA project review audits by State and Federal agencies, supporting our City clients fully through the process.

Federal Funding
Management

Contract Administration

Labor Compliance

OUR EXPERIENCE

Having operated as a civil engineering and land surveying firm since 1979, serving clients throughout the Central Valley and Central Coast, we have had the opportunity to work on practically every type of project feasible. The projects ranged from simple plan review projects for developers all the way up to revamping entire City water storage and distribution systems to accommodate the needs of their growing population.

Having worked on such varied projects over the past 34 years, we have perfected our processes and team, now employing 38 staff members that currently include licensed civil engineers, a licensed traffic engineer, licensed land surveyors, a certified ADA advisor, designers, CAD operators, a public works inspector and survey crew members.

As stated earlier, in the effort to be thorough without being exhaustive, the following projects are a highlight of our most memorable and significant projects. We were the primary consultants on each project and worked directly with the clients as well as the funding agencies.



Del Norte Avenue Trunk Sewer Main

\$475,000

*Ken Moore, Director of Public Works
City of Kerman
(559) 846-9388*

The City of Kerman receives CDBG funds through the County of Fresno for community development projects. The City chose to use a combination of CDBG funds and developer impact fees to construct an 18-inch diameter sewer main to serve their growing community. The half-mile long main was about 13 feet deep in very sandy soil.

The project was bid as with an add-alternate bid component to give the City flexibility in case the bids came in too high. Fortunately, the bids can

in low enough to allow the city to complete the entire project.

A railroad crossing required jack and boring operations, as well as obtaining the required permits from the Union Pacific Railroad.

Yamabe & Horn provided design, staking and construction administration services for the project. In addition, we conducted labor compliance monitoring and final CDBG project accounting.





EAST STREET & METZ ROAD ROUNDABOUT

\$400,000

*Donald T. Wilcox, Director of Public Works/City Engineer
City of Soledad
(831) 223-5180*

Yamabe & Horn Engineering has been chosen as the engineer of record for the design and construction management services for a new roundabout in the City of Soledad. Four streets intersect at odd angles and the intersection needed either a traffic signal or a roundabout. We were initially tasked with

preliminary investigation to see if a signal or roundabout would offer the best treatment at this intersection. The results of our preliminary study indicate that a roundabout is the best alternative. The City retained Yamabe & Horn to provide the design services needed to prepare plans and specifications for the project.

JFK PARK - CITY OF SANGER

\$2 Million - 10 Acres

*John Mulligan
(559) 876-6300 x.1250*

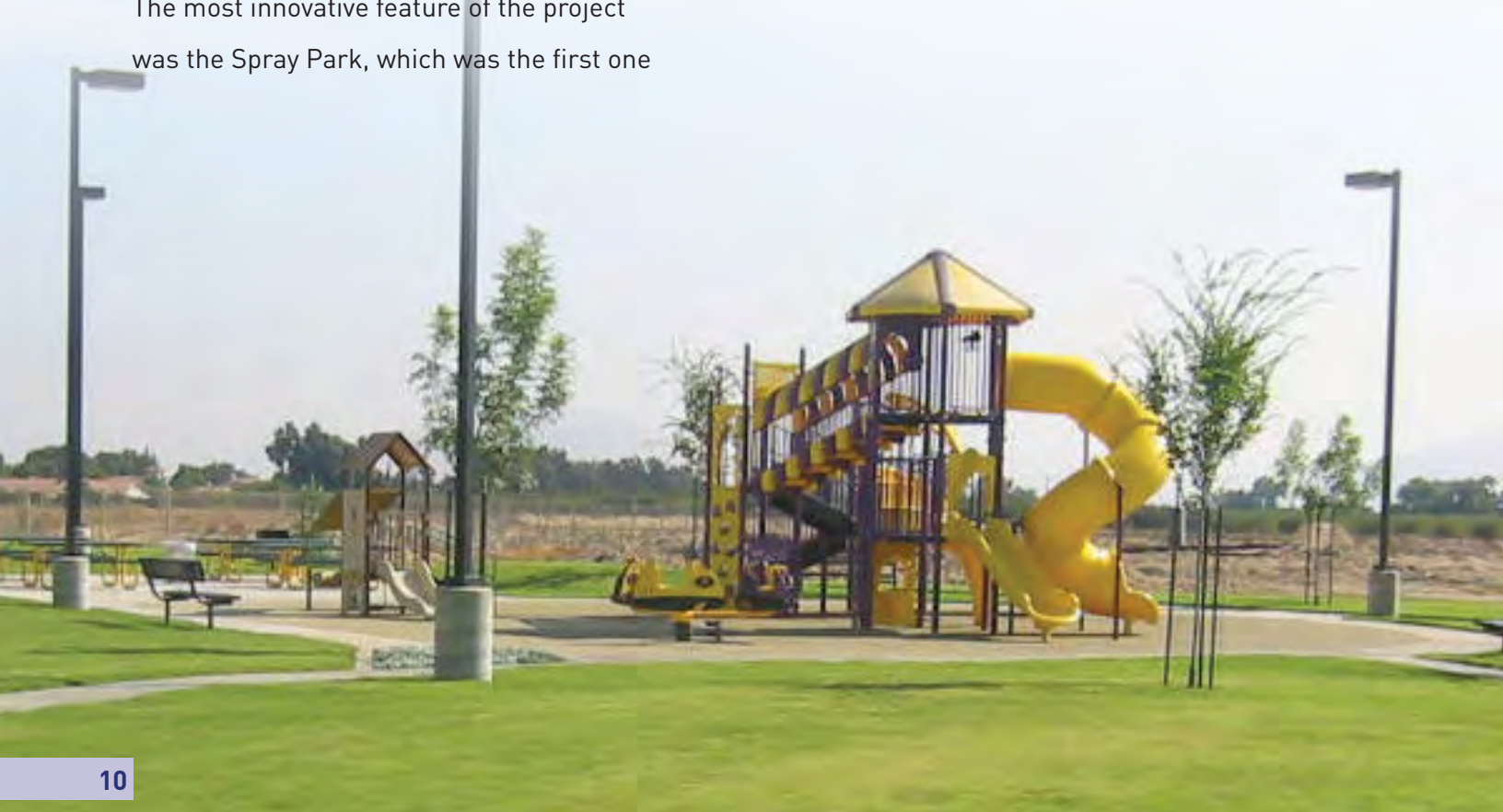
Over the years we worked on bringing a number of parks to the neighborhoods of Sanger. Our most innovative park project was with JFK Park on the corner of North and Faller Avenues.

After facilitating input from residents we designed many features that served the community as well as the City, starting with a storm basin that was created from our master drainage plan. Like many storm basins in the area, it was laid out to accommodate field sports the majority of the year as it sits empty, such as soccer and softball. As a bonus, a walking trail with a rubberized surface was created around the perimeter of the basin to provide a comfortable, consistent walking path for visitors.

The most innovative feature of the project was the Spray Park, which was the first one

installed in any park in Fresno County. Getting this approved and installed required significant interaction with the State Health Department since daily supervision of children playing in it was not provided by the City. Documenting the drainage plan as well as the surface finish that would reduce slips and falls helped with getting approval from the State, delivering a high value feature to the park for the children to enjoy on hot summer days that are typical in the area.

We helped to secure the majority of the \$2 million budget through a Community Development Block Grant, with the remainder sourced from a State Parks Grant and finally State Gas Sales Tax as the adjoining roads were improved to create curbs, gutter and sidewalks.



ORANGE COVE WATER METERS

\$2.6 Million

Sam Escobar, City Manager

City of Orange Cove

(559) 626-4488

Working under contract as the City Engineer for the City of Orange Cove since 2001, Yamabe & Horn led the project to install water meters throughout the 1,800 water service locations within the City. Their role was comprehensive, handling the funding requirements through the State Water Board, designing the system and managing the construction phase.

This project installed new water meters on every service within the City of Orange Cove. The meters are read electronically and send daily reading reports to the City Public Works Department.

The design of the water meter system required the identification and recording of the location of every water service location throughout the City. Given the ad-hoc nature of some of the residential units within the City, the survey team was challenged with determining the service locations for multiple units on a single lot. Once they were all identified, Yamabe & Horn could proceed with ease to design the system given their experience with other water meter systems.



SANGER FALLER PARK STORM DRAIN PROJECT

\$780,000

John Mulligan, Director of Public Works

City of Sanger

(559) 876-6300 x- 1250

Faller Park in east Sanger is a dual use park and storm drainage basin. This project installed storm drain pipelines in several adjacent streets ranging in size from 18" to 48" in diameter. The new pipes provided additional capacity to relieve flooding in the downtown business district and Eastern Sanger.

In order to provide additional capacity in the basin, and to lower the hydraulic grade line of the entire upstream storm drain system, the low-flow area was deepened and surrounded by new security fencing. Several different storm drain outfalls were consolidated into one, eliminating

multiple areas where nuisance flows used to saturate areas of the playing fields.

The existing playground features (play structure and swing set) were relocated and placed on a new rubberized play surface and surrounded by new concrete sidewalk, park benches, barbecues and trash receptacles. New turf hydro-seed and drought resistant trees were planted on the upper floor to shade the relocated play and rest areas, and the street frontage landscaping along Faller Avenue was upgraded from overgrown and high-water use shrubs to drought resistant flowering plants on an efficient drip system.



ORANGE COVE TRAFFIC SIGNAL

\$316,000 - Intersection of Anchor & South

Sam Escobar, City Manager

(559) 626-4488

The intersection of South and Anchor Avenues in Orange Cove gets significant vehicle and pedestrian traffic as Citrus Middle School is on the southeast corner and Orange Cove High School is a few hundred yards further south. With 1200+ students attending the two schools daily, congestion at this intersection was significant in the morning and afternoon during the school year.

In addition to the traffic congestion, the northeast corner of the intersection had too short of a radius, causing busses to clip the corner to avoid traffic in the oncoming lane. After we performed a traffic study of the intersection, it was determined that it would meet the California MUTCD Traffic Signal Warrants requirements, giving Yamabe & Horn the confidence to pursue the Safe Routes to School grant.

Before construction could even start, because the Fresno Housing Authority owned the apartments on the northeast corner, they needed to

approve a Right of Way Acquisition which allowed the short radius corner to be extended to accommodate busses effectively. Yamabe & Horn handled the process entirely and secured the approval in time to start the construction immediately after the school year completed.

During construction it was necessary to involve PG&E as they needed to raise existing overhead lines and bring power to the new signals. There were significant delays in their performance and they did not bring power to the signals by the end of the summer.

With this unexpected delay, and school starting, Yamabe and Horn executed a backup power plan, connecting the functioning signal lights to a portable generator that the City's Public Works staff monitored and kept operating until PG&E finished the connection of new power to the signals.



ADDITIONAL MUNICIPAL CLIENT PROJECTS

ROADWAY DESIGN

Center Street Reconstruction Orange Cove
Jensen Avenue Reconstruction Sanger
Kearney Boulevard Median Island Construction Kerman
Front Street Pavement Rehabilitation Soledad
South Avenue Reconstruction Orange Cove
Bethel Avenue Reconstruction Sanger
Commerce Way Widening Kerman
Anchor Avenue Reconstruction Orange Cove

UTILITY DESIGN

First Street Storm Drain Construction Kerman
25th Avenue Water Main Extension Kettleman City Community Services District
South Avenue Water Main Replacement Orange Cove
Kerman Storage Tank Nos. 1&2 Kerman
Water Main Replacement in Various Locations Orange Cove
Del Norte Sewer Trunk Main Kerman
Emergency Water Main Replacement Project Sanger
Well 9A, 14 , 15 and 17 Kerman

TRAFFIC ENGINEERING

Soledad Traffic Signals Design Soledad

Rails-to-Trails Bicycle and Pedestrian Path Orange Cove

SR-145 and Kearney Boulevard Traffic Signal Modification Kerman

FedEx Traffic Impact Study Saad Development Corporation

Tarlton Industrial Park Traffic Impact Study Tarlton & Son, Inc.

Oakhurst Elementary School Traffic Signal Design County of Madera

Park Boulevard Lighted Crosswalk Orange Cove

Amazon Traffic Impact Study Fresno

ENGINEERING STUDIES

Sewer System Management Plans

Kerman, San Joaquin, Pinedale Public Utility District and Pinedale County Water District

Water System Upgrade Biola CSD

5-Year Capital Improvement Plan Kerman

Citywide Utility Master Plans Kerman, Orange Cove

Development Impact Fee Studies Kerman

Storm Drain CID Disconnection Study Sanger

City Facility ADA Evaluation Orange Cove

OUR FOCUS

As you can see from our broad experience base in the previous Case Studies, our role has ranged from creating, securing funding for, and managing multi-million dollar projects for our City clients to providing a very narrow, specialized solution in larger projects, demonstrating that we work well with other firms and provide value at every level.

In addition to completing the tasks required of any Civil Engineering Firm, such as identifying needs, creating plan packages, surveying, and construction management, the following are core activities we will execute in our role as the City Engineer:

INFRASTRUCTURE PLANNING & DESIGN

We understand that, in order for the City to be able to support new job-creating business and industry, a reliable and orderly infrastructure system is critical. We will build upon our wealth of institutional knowledge of the existing system's needs, deficiencies, and operations to enhance this vital component, which will enable the City to grow and prosper. Working with staff, we will proactively pursue innovative solutions to support new developments in infill areas, as well as to condition development in a very structured, consistent process in the new growth areas with improvements identified in our previously prepared master plans. We will work with staff and Council to prioritize the improvements needed over time in a Capital Improvements Program (CIP) so that available funding can be secured, and ensure that the infrastructure is in place to support growth. These will be updated as development occurs and at least once every 5 years.

MANAGEMENT OF EXISTING INFRASTRUCTURE

We will work closely with Public Works and Operations staff on an ongoing basis to identify critical bottlenecks in the existing infrastructure and provide cost-efficient solutions to help manage the existing systems. We will use our years of engineering experience working with small cities' maintenance and operations staff, as well as the experience of our inspector to help develop a utility maintenance program. Finally, we can assist the Public Works Director to take citywide street inventory study and work towards implementation of the City of Dinuba's first Pavement Management System. All data collected and analyzed in the above strategies will be transferred to the Dinuba Geographic Information System (GIS) to be readily available to staff at all times.

CITY COUNCIL INVOLVEMENT

It is our primary goal to ensure that the needs of the residents of the City are met and that the vision of the City Manager and Council for the betterment of Dinuba is implemented. To this end, we will work directly with the Council, through the authority of the City Manager and Public Works Director, as needed in order to provide the engineering expertise necessary to continue serving the community. We will work with staff and the elected officials to engage the community and help prioritize any community-centered projects to maximize benefit to residents and businesses. This can be accomplished through dedicated workshop sessions, or simple informational staff reports at Council meetings.

FINANCIAL ACQUISITION

Given our extensive history of working with small cities as their City Engineer, understanding their budget limitations intimately, as well as operating on the Scoring Committees for various grants and funds that gives us unique insight into the approval process, we actively pursue funding from State and Federal sources, managing the entire process in-house, unless otherwise directed by city staff. Our track record proves our effectiveness at securing and managing funding for our City clients, averaging nearly \$4 million per year since 2005.

DATA MANAGEMENT & SHARING

Our entire operation runs on a custom developed web-based project management application that stores internal documents, journal items, calendar milestones and other files related to a project in an easy to access portal. By managing all of our projects in this format, we are able to access and retrieve records easily and seamlessly. In addition to the data and project management infrastructure we have invested in, we could also provide infrastructure files that are compatible with widely used Geographic Information System (GIS) hardware and software, such as GPS units in Emergency Response Vehicles or Public Works tablets. We could deliver them as we create them in the course of our projects. Additionally, a potential developer or their engineer could have the information at their fingertips to perform the important upfront due diligence needed to assess different properties for their projects, thereby avoiding any late-game “surprises.”

DEVELOPMENT REVIEW

As evidenced in many of the other categories, we will do our part to make the City of Dinuba a development-friendly community, while still maintaining the integrity and sound engineering guidelines needed for orderly expansion. We will work with Public Works staff to maintain the Engineering design standards to be used in public or private construction projects. We will be willing and able participants in developer meetings to provide instruction and guidance on needed improvements, and we will commit to timely turnarounds on developer submittals. For typical projects within the City, we will commit to the following:

- › **PLAN CHECKING** *10 Day Guarantee*
- › **MAP CHECKING** *10 Day Guarantee*
- › **APPLICATIONS FOR ENTITLEMENTS** *7 Day Guarantee*

ADA COMPLIANCE

As one of our Principals is certified as an ADA Compliance Consultant, we would work to bring the City into compliance with the Department of Justice (DOJ) and Title II of the 2010 ADA. The first step would be to audit the City's infrastructure and document the areas that are out of compliance. We would then prioritize the non-compliant items to be resolved over time according to priorities identified by the DOJ and ADA. Our in-house Certified Access Specialist (CAsp) would be able to coordinate the required Transition Plan with the City Manager and Finance Director according to the DOJ requirements.

ENDORSEMENT LETTER



CITY OF SANGER

***1700 7TH STREET
SANGER, CALIFORNIA 93657-2804
TELEPHONE: (559) 876-6300
FAX: (559) 876-6335***

PUBLIC WORKS DEPARTMENT

JOHN F. MULLIGAN, INTERIM PUBLIC WORKS DIRECTOR

It is my pleasure to write this letter of recommendation for Yamabe and Horn Engineering, Inc.

They have been the contract city engineer for the City of Sanger for since 1990. Ronald S. Yamabe has been the designated City Engineer for the duration of their contract.

As City Engineer they have prepared preliminary designs, engineer's estimates and construction documents and provided construction management services for numerous city street improvement projects.

We have found Yamabe and Horn to be responsive to the needs of the City of Sanger and have provided excellent engineering service to the City, as can be seen by the longevity of there contract. The firm is good to work with and they have a knowledgeable staff with the necessary experience to complete these types of public projects on time and within the budget constraints of the City. Mr. Yamabe is also very good at dealing with the general public on infrastructure related issues.

I am pleased to recommend Yamabe & Horn Engineering, Inc. for your project. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. Mulligan".

John F. Mulligan
Interim Public Works Director

ENDORSEMENT LETTER

*Mayor
Gabriel Jimenez*

*Mayor Pro Tem:
Glenda Hill*

*City Council Members:
Gilbert Garcia
Esther Gonzalez
Frank R. Martinez*



*City Manager:
Samuel A. Escobar
(559) 626-4488 ext. 215*

*Finance Director:
Manuel Sandoval
(559) 626-4488 ext. 216*

*City Clerk:
June V. Bracamontes
(559) 626-4488 ext. 214*

Incorporated January 20, 1948

This letter of recommendation is offered on behalf of Yamabe and Horn Engineering, Inc.

Yamabe and Horn Engineering, Inc. have provided contract engineering services for the City of Orange Cove for the past 8 years. As the City's contract engineer, the firm has prepared plans and specifications and provided construction management for 5 major street improvement projects. The firm has consistently delivered projects within budget and on schedule.

In our experience, Yamabe and Horn Engineering, Inc., has always completed projects in a responsive and professional manner. We have been pleased with Yamabe and Horn's approach to design and construction management of our street and infrastructure projects. Yamabe and Horn Engineering uphold a high value for their professional Engineering services.

For the reasons stated above, I highly recommend Yamabe & Horn Engineering, Inc. to your organization. I will be happy to answer any questions that you may have or to elaborate further on my experience with Yamabe and Horn Engineering, Inc.

Respectfully,

Samuel A. Escobar
City Manager

633 Sixth Street Orange Cove, California 93646 Phone: (559) 626-4488 / FAX: (559) 626-4653

A Federal Rural Renewal Community

ENDORSEMENT LETTER



It is my pleasure to submit this letter of recommendation on behalf of Yamabe and Horn Engineering, Inc.

The City of Soledad originally issued a competitive Request for Proposals (RFP) for two new traffic signal projects in 2010. From a list of highly-qualified national firms, the City engaged Yamabe and Horn as the Consulting Engineer for the project. The firm has provided outstanding engineering services for the City of Soledad, and since that first signal project the City has re-engaged them to provide an array of engineering and surveying services including our current projects.

Communication with Yamabe and Horn staff takes place on an on-going basis, which is important to ensure successful project delivery every step of the way. The principal of the firm is hands-on and readily available to meet and discuss the project details, which further enhances the quality of the products provided. The firm employs a variety of skilled professionals that fulfill the City's need for complete turn-key projects.

I recommend Yamabe and Horn Engineering, Inc. to your organization for all the reasons stated above. Please do not hesitate to contact me if you have any questions or would like to further discuss my experience with Yamabe and Horn Engineering, Inc.

Sincerely,

A handwritten signature in blue ink, reading "D.T. Wilcox", is positioned below the "Sincerely," text.

Donald T. Wilcox, P.E.
Public Works Director/City Engineer

ENDORSEMENT LETTER

OFFICE OF THE CITY MANAGER
John Kunkel

Mayor – Rhonda Armstrong
Council Members
Michele Arvance
Raj Dhaliwal
Espi Sandoval
Gary Yep



850 S. Madera Avenue
Kerman, CA 93630

Phone: (559) 846-9387
Fax: (559) 846-6199
www.cityofkerman.net

March 2017

It is my pleasure to submit this letter of recommendation on behalf of Yamabe & Horn Engineering, Inc.


Yamabe & Horn has been the contract City Engineer for the City of Kerman since 1995, and the firm has provided outstanding engineering services for the City. Capital Improvement Projects they have completed have included streets, sewer, water, storm drain and parks infrastructure. Services they have provided are preliminary project scoping, surveying, estimating, design, bidding, contract administration and construction inspection.

While some of these projects were wholly funded by local city funds, the majority have also included funding from State and Federal sources. Yamabe & Horn has successfully completed the necessary applications for funding, prepared invoices to the agencies for reimbursement and filed the final project close-out documents under a myriad of regulations.

Communication with Yamabe & Horn staff takes place on an on-going basis, which is important to ensure successful project delivery every step of the life of a project. Principals of the firm are "hands-on" and readily available to meet and discuss the project details, which further enhances the quality of the services provided.

I recommend Yamabe & Horn Engineering, Inc. to your organization for all of the reasons stated above. Please feel free to contact me if you have any questions or would like to further discuss my experience with them.

Sincerely,


John Kunkel
City Manager

COMMUNITY COMES FIRST

ENDORSEMENT LETTER



PUBLIC WORKS DEPARTMENT

City Hall
2600 Fresno Street, 4th Floor
Fresno, California 93721
Ph. (559) 621-8650 FAX (559) 488-1045
www.fresno.gov

Scott L. Mozier
Public Works Director

March 28, 2017

TO WHOM IT MAY CONCERN:

It is my pleasure to serve as a reference and verify professional work experience for M. Scott Tyler, PE.

Mr. Tyler worked for the City of Fresno from 2008 to 2014 and was the City of Fresno City Traffic Engineer/Division Manager from 2011 to 2014. His duties included the following:

Traffic Engineering

- Traffic Signal Plan Check
- Striping & Signage Plan Check
- Street Light Plan Check
- Geometrics
- Traffic Operations Center
 - o Intelligent Transportation System
 - o Traffic Signal Synchronization
- Traffic Operations
 - o Speed Limits
 - o Traffic Counts
 - o Traffic Control
 - o Parking
 - o Encroachment Permits
 - o Oversize Load Permits
 - o Block Party Permits
 - o Active Transportation Plan
- Traffic Planning
 - o Development Review

Land Development

- o Tentative Tract Maps
- o Tentative Parcel Maps
- o Lot Line Adjustment
- o Voluntary Parcel Mergers
- o Easement Encroachment Permits
- o Public Street & Utility Easements

Engineering Services

- o GIS Mapping
- o Community Facilities Districts
- o Street Work Permits
- o Street & Traffic Impact Fees
- o Street Improvement Plan Check

Represent Public Works at Planning Commission meetings

Represent Public Works at Bicycle, Pedestrian Advisory Commission

Mr. Tyler utilized his knowledge and experience to manage and complete these types of public works projects within budget constraints and timing requirements. Mr. Tyler has experience dealing with other departments and the public on traffic and infrastructure related issues.

During Mr. Tyler's work with the City of Fresno as City Traffic Engineer/Division Manager, he demonstrated his ability to supervise various staff members, manage a wide variety of projects and ensure private development projects followed applicable City standards.

If you have any questions, please feel free to contact me at (559) 621-8811.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott L. Mozier".

Scott L. Mozier, PE
Director

RESUMES

Ronald S. Yamabe

Senior Engineer

PROFESSIONAL EDUCATION & REGISTRATION

B.S. Civil Engineering, 1972 -
California State University, Fresno
Registered Civil Engineer –
California RCE 25948

PROFESSIONAL EXPERIENCE

1979 – Present
Yamabe & Horn Engineering, Inc. –
Principal/Senior Engineer

1970-1979
City of Clovis -
Assistant City Engineer/Civil Engineer

BACKGROUND

As owner and principal of the firm from 1979 Ron was responsible for overseeing all phases of engineering design and land surveying for private land development and municipal public works projects.

Land development projects included commercial, industrial, institutional, multi-family and single family. He was responsible for grading and drainage, sewer, irrigation, water and street improvement plans and specifications. He also supervised draftsmen and land survey crews.

From 1989 to 2013 he was the contract City Engineer for the City of Sanger. His responsibilities include review, coordinate and approve subdivision maps, parcel maps and public improvement plans submitted by land developers to the City for approval; prepare subdivision agreements and other agreements for development projects as needed; research and prepare right-of-way boundaries, legal descriptions and easements; oversee the design, contract administration, land surveying and quality control inspection of all public works engineering activities including street design and repair, sanitary sewer, storm drain and water infrastructure construction and repair; participate in the development of public works department goals, objectives, policies, procedures and priorities; oversee and negotiate contracts and agreements with other public agencies; attend City Council, Planning Commission, County, State and regulatory agency meetings to provide information, resources and technical guidance regarding issues, programs and plans; and coordinate work with other consultants working for the City. Previously served as contract City Engineer for the City's of Mendota and Orange Cove.

SELECT PROJECT EXPERIENCE

DWR Water Main Replacement Sanger, CA 2010

As responsible Engineer on this project, coordinated the application for funding to Department of Water Resources, design and construction management for the replacement of old leaking water mains throughout the city.

Jensen Avenue Reconstruction Sanger, CA 2008

This project was proposed as a combination grind-overlay and full-section reconstruction effort, funded by the American Recovery and Reinvestment Act. The project, about 1 mile in length, included improvements to the surface drainage system including reconstruction of several valley gutters and sections of curb and gutter, as well as upgrades to the accessible pedestrian path through the project limits, which necessitated reconstruction of several curb ramps and sidewalk sections to correct excessive cross slopes.

WWTP Plant Expansion Sanger, CA 2007

Project Engineer responsibilities involved extensive coordination with the City Public Works Department and the selected consulting engineers for the expansion of the Wastewater Treatment Plant, including new process equipment, a 3-mile long force main. Project constraints required detailed scheduling of project design phase, project bidding phase, and construction duration to ensure that wastewater treatment would not be adversely affected.

RESUMES

M. Scott Tyler

Project Engineer

PROFESSIONAL EDUCATION & REGISTRATION

B.S. Civil Engineering

California State University, Fresno

Registered Civil Engineer

California RCE 64462

PROFESSIONAL ORGANIZATIONS

American Public Works

Association (APWA)

PROFESSIONAL EXPERIENCE

2014 – Present

Yamabe & Horn Engineering, Inc.

Project Engineer

2008 – 2014

City of Fresno

City Traffic Engineer

2004 – 2007

Yamabe & Horn Engineering, Inc.

Senior Project Manager

2000 – 2003

City of Visalia

Senior Civil Engineer

BACKGROUND

As Project Engineer for municipal, commercial and residential projects, Scott is responsible for all phases of civil engineering design and development services. He oversees the preparation of grading and drainage, sewer, irrigation, water, storm drain and street improvement plans and specifications for residential, municipal and commercial developments. The preparation of traffic signal, signing and striping plans for private and municipal projects. Prepares intelligent transportation system (ITS) plans for municipal traffic synchronization projects. Performs earthwork calculations and prepares legal descriptions. Coordinates field crew activity with contractors and job superintendents. Prepares construction cost and time scheduling estimates. Represents clients before public governing bodies and processes plans with public agency staff. Site investigations, Master Planning, Engineering Studies, Design Build, Drawing Review, Technical Assistant, On-Site Inspection, Feasibility Studies, Value Engineering, Life Cycle Cost analysis, Surveys, Construction Support.

SELECT PROJECT EXPERIENCE

City of Fresno Trail Projects – Fresno, CA

As the previous City Traffic Engineer for the city of Fresno, my duties included the review and approval of the trail projects that were either part of street widening projects, a development projects or a standalone trail projects. These projects include the Herndon Avenue Trail near Fresno Street, Fruit Avenue, Marks Avenue, Hayes Avenue and Golden State Blvd. The Northpoint Trail near Friant Avenue and Copper Avenue, the Copper Avenue Trail. The Shepherd Avenue Trail Undercrossing near Millbrook Avenue. The Fresno Street Trail Undercrossing near Cole Avenue. The Willow Avenue Trail at Nees Avenue and Bullard Avenue.

Veterans Boulevard– Fresno, CA

As the previous City Traffic Engineer for the city of Fresno, I represented the Traffic & Engineering Services Division for the City of Fresno Public Works during the environmental phase and initial design phase of the Veterans Boulevard interchange project. This was to oversee public roadway infrastructure needs that includes, traffic signals, intelligent transportation systems, street geometric, trails and trail crossings and on-street bike amenities. During my tenure at the City of Fresno, I was the city staff member assigned to the City's Bicycle/Pedestrian Advisory Committee and insured that the project included pedestrian and bicycle friendly features.

California High Speed Rail – Fresno, CA

As the previous City Traffic Engineer, my duties included the oversight of changes to City's street infrastructure and changes to traffic. The major changes included relocation of city streets, new grade separations, new traffic signals and ITS, the closure of certain streets and existing at grade railroad crossings. This was during the preliminary design, environmental phase and initial street and grade separation plan preparation.

RESUMES

David C. Horn

Principal Engineer

PROFESSIONAL EDUCATION & REGISTRATION

B.S. Civil Engineering, 1999 -
California State University, Fresno
Registered Civil Engineer –
California RCE 63679 (2002)
Registered Land Surveyor –
California PLS 8204 (2006)
Certified Access Specialist –
California CASp-372 (2011)

PROFESSIONAL ORGANIZATIONS

American Society of Civil Engineers
(ASCE) 2013 Branch Secretary
California Land Surveyors
Association (CLSA)
California Access Specialist
Institute (CASI)
National Fire Protection
Association (NFPA)
Tau Beta Pi

PROFESSIONAL EXPERIENCE

2002 – Present
Yamabe & Horn Engineering, Inc. –
Principal/Project Engineer

1998-2002
Provost & Pritchard Engineering
Group, Inc. –
Civil Engineer

SPECIALTIES

American with Disabilities Act
Requirements
California Building Code Title 24
Accessibility Compliance
Prepare CASp Reports and
Certifications
Plan Check Review for State and
Federal Accessibility Code
Compliance
Field Investigation for Accessibility
Audits
Conduct Accessibility Research
Plan Review for Compliance in
New Construction

BACKGROUND

As Principal-in-charge for specific projects, David is responsible for all phases of engineering design and land surveying for land development projects. He oversees the preparation of grading and drainage, sewer, water, storm drain and street improvement plans and specifications for residential, commercial and school projects. David is also responsible for the preparation of subdivision maps, ALTA/ACSM survey and parcel maps and lot line adjustments. Under his direction, staff processes Record of Surveys and Corner Records through County municipalities.

Manage multiple survey crews. Perform survey calculations, earthwork calculations and prepare legal descriptions. Co-ordinate field crew activity with contractors and job superintendent. Supervise office draftsmen and survey crews. Prepare construction cost and time scheduling estimates. Represent clients before public governing bodies and process plans with public agency staff.

David is also a California Certified Access Specialist (CASp) and provides local municipalities, business owners and property owner's guidance with Accessibility Compliance. Services include field investigations, California SB1608 Reports and Certifications, plan checking, self-evaluations and Title II Transition Plans.

SELECT PROJECT EXPERIENCE

Certified Access Specialist (CASp) Services – California (2011-2013)

City of Orange Cove City Hall Self-Evaluation, Downtown Restaurant Self-Evaluation and CASp Report (Fresno), Review of Tulare County Workforce Investment Board Leased Facility (Visalia), GB3 Parking Lot Expansion ADA Review (Clovis), Affordable Housing Apartment ADA Compliance Inspection (Clovis), Department Store Accessibility Field Survey and ADA Site Plan (Torrence), 26 acre Rodeo Site ADA field Investigation and ADA Compliance Report, Office Buildings ADA Compliance Inspection and CASp Reports (Fresno), 47 acre Medical Facility Campus CASp Investigation and Report (Fresno), Walmart Market Exterior ADA Compliance Plan Review and Construction Services (Clovis).

Stanford Mall Trash Compactor Structures – Stanford, CA

To meet environmental requirements placed on the Stanford Shopping Center by Palo Alto, David provided Site Plan and Civil Engineering services. Facility improvements were proposed to the Architectural Board for Stanford for approval prior to design. Traffic circulation, drainage, and structure clearances were factors that went into a successful design.

ALTA Vista Middle School – Atwater, CA

Project Civil Engineer for 15 acre Middle School site. Services were provided through Project Architect and plan approval was obtained from City Public Works Department. The scope of the services included public street improvement plans, storm basin calculations and expansion, site grading and drainage as well as site utility design.

Oakridge Mall South Parking Lot – San Jose, CA

A revised site plan for improvements to an existing parking lot was prepared and provided to the client for approval by the City of San Jose. Coordination was required between a Landscape Architect, Electrical Engineer, Geotechnical Engineer as well as the Facility Manager for the Center.

RESUMES

Harry David Jayne

Land Surveyor

PROFESSIONAL EDUCATION & REGISTRATION

Registered Land Surveyor –
California PLS 7923

PROFESSIONAL ORGANIZATIONS

California Land Surveyors
Association (CLSA)

PROFESSIONAL EXPERIENCE

2005 – Present

Yamabe & Horn Engineering, Inc. –
Project Surveyor

1995-2005

County of Fresno –
Interim Senior Engineer

1980-1995

Edward D. Dunkel & Associates –
Survey Crew Party Chief

BACKGROUND

David is responsible for all phases of land surveying requirements of land development projects. Performs all research of record data for boundary, right of way and easement determinations. Prepares and oversees the preparation of tract maps, parcel maps, record of surveys, lot line adjustments, ALTA/ACSM survey maps and easement acquisition exhibit maps.

Review and mark corrections needed as to conformance with the Land Surveyors' Act, Subdivision Map Act and appropriate surveying procedure methods required by the Bureau of Land Management Manual of Surveying Instruction for tract and parcel maps that are submitted to the Cities of Sanger, Kerman and Orange Cove for recordation with the Fresno County Recorder.

Performs survey calculations, area calculations and writes legal descriptions. Prepares cost and time scheduling estimates. Represent clients before public governing bodies and processes mapping applications with public agency staff. Coordinates field crew activity with clients, contractors and job site superintendents. Expert witness testimony for cases regarding Subdivision Map Act, easement rights, contract deed interpretation, and boundary determination issues.

SELECT PROJECT EXPERIENCE

Buhach Road & Juniper Avenue Right of Way Deeds – Atwater, CA

Right of way determination, legal description and exhibit map preparation of street and bicycle path improvements for the City of Atwater.

Central Valley Independent Network – 48 San Joaquin Valley Sites

Right of way determination of state routes and interchanges for 153,000 feet of fiber optic conduit crossings, meeting Caltrans improvement plan standards.

Fresno RDA Road Improvements – Fresno, CA

Surveyor of responsible charge re-establishing existing right of way, preparing exhibit diagram and legal descriptions for additional right of way acquisitions for multiple public street improvement projects for the Redevelopment Agency of the City of Fresno.

Waste Water Treatment Plan Expansion – San Joaquin, CA

Reestablished, monumented and prepared Record of Survey map of historic lines of record for the existing treatment plant and site expansion parcels conveyed by grant deed for the City of San Joaquin.

Loma Vista Master Planned Community – Clovis, CA

Responsibilities included legal description preparation for Gettysburg Avenue realignment for the City of Clovis.

Island 2 Reorganizations – Madera, CA

Provided research, reduced field survey data, prepared exhibit map and legal description for 134 acre annexation to the City of Madera conforming to the State Board of Equalization and L.A.F.C.O. required standards for the City of Madera.

RESUMES

Rebecca Whiteside

GIS Technician

PROFESSIONAL EDUCATION & REGISTRATION

B.S. Earth Science

UC San Diego

M.S. Urban and Regional Planning

UC Irvine

PROFESSIONAL EXPERIENCE

5/13 - Present

Yamabe & Horn Engineering, Inc.

GIS Technician

7/12 – 5/13

Orange County Fire Authority

GIS Technician

3/10 – 6/12

Orange County Water District

Planning & GIS Intern

11/07 – 6/09

Superfund Basic Research Program
at UCSD

Research Translation Intern

BACKGROUND

Rebecca handles all GIS mapping and design, working closely with the Land Surveyor and Project Managers. Her background with the Orange County Water District allowed her to gain valuable experience mapping water systems. She has provided support for CEQA related reports, such as Habitat Mitigation Plans and EIRs, including Negative Declarations. She has been involved in many successful grant applications as well.

SELECT PROJECT EXPERIENCE

Waste Water Treatment Plant – Fresno, CA

Created the offsite utility GIS maps that identified the existing utilities and included the conceptual design where new utility lines will serve the treatment plant.

Utility Mapping – Kerman, CA

Using the paper plats from the City, Rebecca created complete GIS digital maps of the utilities (water, sewer and storm drain). Converting them to digital format allows for easy reference and updating for all City projects going forward. She also created exhibits for the median transition plan, calculating acreages and phasing out the median transitions. Created presentation boards of the existing and proposed concepts to display the plan to the public.

Legal Case – Central California

Yamabe & Horn was retained to provide expert support for a lawsuit. Rebecca displayed weather conditions over time in a specified area by pulling weather data from various weather stations. Using the wind speed, temperature and wind direction, she was able to show how the weather conditions changed over a time period related to a project and how it affected surrounding land. Using temporal mapping capabilities, she created a video file that shows the progression over the time period.

Septage Receiving Station Grant – Soledad, CA

Wrote the content for a grant application for the creation of a septage receiving station within Soledad city limits. The grant was funded by the Air Quality Control Board to reduce transport vehicle mileage since the closest septage receiving station was located in Monterey.

Orange County Water District System Infrastructure – Irvine, CA

Completed GIS mapping of water system infrastructure within the OCWD Service Area, as well as vegetation and habitat mapping in the Santa Ana River Watershed.

RESUMES

Ray Martinez Jr.

Principal Engineer Construction Manager / Public Works Inspector

PROFESSIONAL EDUCATION & REGISTRATION

A.S. Architectural Engineering-
Fresno Technical College
Registered Public Works Inspector-
American Construction Inspectors
Association, RCI 5596
California Office of Emergency
Services, SA970130
**OSHA, CONSTRUCTION SAFETY
AND HEALTH CERTIFICATION-**
34-03377559

PROFESSIONAL ORGANIZATIONS

American Construction Inspectors
Association (ACIA)
California Emergency Services
Design Professional Volunteer
Program

PROFESSIONAL EXPERIENCE

1/15 – Present

Yamabe & Horn Engineering, Inc. –
Construction Manager / Inspector

3/88 – 12/14

Giersch & Associates, Inc. –
Construction Manager / Inspector

2/85 – 3-88

Building Technologies Corp. –
Steel Designer-Detailer

3/80-2/85

BPW Engineers, Inc.
Civil Engineering Technician /
Inspector

BACKGROUND

Ray is a Construction Manager / Registered Public Works Inspector with over 35 years of experience. His responsibilities as a Construction Manager and Inspector span the length of projects from Quality Assurance/Quality Control of the constructability of plans and specifications to construction staking, Inspection and contract administration. Inspection experience includes all aspects of inspection duties related to grading and drainage, roadways, storm and sanitary sewer, domestic and irrigation water distribution, lighting and signalization construction. Construction Management duties include review of construction agreements, project bonds and insurance, submittal review, processing of staking requests, scheduling of inspection, processing contract change orders and progress payments, project close-out and acceptance. Daily interaction with the contractor for review and approval of progress payment reports, labor compliance requirements, etc. Responsibilities require close coordination with clients, funding agencies, local cities, flood control, irrigation districts, and county staff for public and private projects.

SELECT PROJECT EXPERIENCE

Private Development

Greenhills Estates and Golf Club Tract 93-02, Chowchilla, Ca. 1995-2006
Meadowlark Subdivision, Phase I & II, Chowchilla, Ca. 2000-2001
Chowchilla Washington Square Apartments, Chowchilla, Ca. 2002
Garcia Subdivision, Chowchilla Ca. 2002
Valley Grove Estates, Tract 04-06, Chowchilla, Ca. 2005
Village East RV park Improvements, Chowchilla, Ca 2006
Tract 90-22, Phases I-VI, Chowchilla, Ca. 2006-2009
Town Center Plaza-West, Chowchilla, Ca. 2009
Heritage Station, Chowchilla, Ca. 2009
Olivero Ranch, Tract 04-11, Chowchilla, Ca 2009
Shasta Villas Phase I, Chowchilla, Ca. 2010

Municipal Development

1996 Airport Improvement Project, Chowchilla, Ca. 1997
1996 Street Improvement Project, Chowchilla, Ca. 1997
15th St. & Robertson Blvd. Signalization Project, Chowchilla, Ca 1998
Chowchilla Bike Lane Project, Chowchilla, Ca.1999
Chowchilla Well No. 11 Improvements, Chowchilla, Ca. 2000
Chowchilla Airport Improvements, Chowchilla, Ca. 2003
Chowchilla Blvd. Interceptor Sewer Improvements, Chowchilla, Ca.2003
FAA AIP Airport Improvement Project, Chowchilla, Ca.2005
Sports and Leisure Skate Park, Chowchilla, Ca. 2005
Amador Wastewater Station Pump Modifications, Chowchilla, Ca.2007
Robertson Blvd. & 11th St. Traffic Signal Installation, Chowchilla, Ca.2007
Sport and Leisure Park 2006 Improvements, Chowchilla, Ca. 2007
Chowchilla Blvd. By-Pass Improvements, Chowchilla, Ca. 2007
Chowchilla Wastewater Treatment Plant Renovation, Chowchilla, Ca.2008
Chowchilla High School Vicinity Pedestrian Facilities, Chowchilla, Ca.2009
Water Well, Water Main Improvement Project, Chowchilla, Ca.2009
Howard Road and Gill Way Repair & Resurfacing, Chowchilla, Ca.2009
Sonoma Ave. Street Improvement Project, Chowchilla, Ca. 2010
Airport Apron Reconstruction & Ph. 1 Drainage Imp. Chowchilla, Ca. 2010

RESUMES

Ruben L. Dominguez

Assistant Engineer

PROFESSIONAL EDUCATION

Associates of Occupational Studies Degree, Drafting/CAD Technology, 1999 – High Tech Institute, Phoenix
Local Assistance Resident Engineer Academy – University of California, Berkeley ITS

PROFESSIONAL EXPERIENCE

2002 – Present
Yamabe & Horn Engineering, Inc. – Assistant Engineer/Project Manager

1998-2002
Pauley Construction – Customer Service/Engineer

1997-1998
Baker Engineers
Engineering Assistant

BACKGROUND

Ruben provides project management/contract administration in construction phase of capital improvement and Federal-Aid projects. Prepare applications for and monitor multiple funding sources (i.e. Request for Authorization to proceed with preliminary engineering, right of way, construction, CDBG, SR2S, STPL, ARRA, CMAQ and Stewardship grants.)

Assure Labor Compliance and Equal Employment Opportunity (EEO) provisions in the contracts are being adhered to. Review, verify and spot check certified payrolls; conduct employee interviews at required frequency. UDBE/DBE coordinator, monitor and document UDBE/DBE commitments are being met by (prime and subcontractors) in accordance with Federal-Aid procedures. State and Federal record keeping and accounting. Prepare State and Federal progress invoices and submit a Final Report of Expenditure to Caltrans to close out all Federal-Aid projects for reimbursement.

Participate in all FHWA and ARRA project review audits by State and Federal agencies. Specializing in park design and conceptual design for spray parks, skate parks, tot lots, pedestrian and bike trails, basketball courts, BMX tracks, soccer fields, park amenities, and amphitheaters. Perform professional level project work in the administration, coordination, and management of a single program or project of moderate visibility or assists in managing one or more major programs.

SELECT PROJECT EXPERIENCE

Main Street Reconstruction – San Joaquin, CA

Funded by the American Recovery and Reinvestment Act, duties involved preparing plans and specifications for reconstruction of approximately 1/3 mile of existing roadway, including pavement structural section design, super-elevation and vertical curve design to match the existing County road at the project limits.

Center Street Reconstruction – Orange Cove, CA

This project was a combination grind-overlay and full-section reconstruction effort, funded by the American Recovery and Reinvestment Act. Responsibilities included preparing plans and specifications as well as funding documentation packages.

Traver Canal Crossing Improvements – Dinuba, CA

Project Engineer responsibilities involved extensive coordination with Alta Irrigation District to obtain approvals to bypass existing canal, enabling construction of new reinforced concrete box culvert for access to golf course.

Dinuba RCR Infrastructure Improvements – Dinuba, CA

As responsible engineer for utility design for Phase I improvements, performed variety of tasks to ensure timely completion of offsite infrastructure needed to serve Ridge Creek Golf Course. Responsibilities included preparation of plans, specifications, estimates, feasibility analysis, and engineering exhibits for property owner coordination.

2985 North Burl Avenue #101, Fresno, CA 93727 | Phone (559) 244-3123 | Fax (559) 244-3120



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS



CITY OF DINUBA FEE SCHEDULE
TO JUNE 30, 2018

PRINCIPAL ENGINEER.....	\$ 165.00 per hour
DESIGNATED CITY ENGINEER.....	\$ 135.00 per hour
CIVIL ENGINEER III.....	\$ 135.00 per hour
CIVIL ENGINEER II.....	\$ 120.00 per hour
CIVIL ENGINEER I.....	\$ 115.00 per hour
ASSISTANT ENGINEER II.....	\$ 105.00 per hour
ASSISTANT ENGINEER I.....	\$ 95.00 per hour
LAND SURVEYOR II.....	\$ 125.00 per hour
LAND SURVEYOR I.....	\$ 110.00 per hour
ASSISTANT SURVEYOR.....	\$ 100.00 per hour
CONSTRUCTION MANAGER II.....	\$ 120.00 per hour
CONSTRUCTION MANAGER I.....	\$ 100.00 per hour
INSPECTOR.....	\$ 120.00 per hour
CAD DRAFTER II.....	\$ 80.00 per hour
CAD DRAFTER I.....	\$ 75.00 per hour
CLERICAL.....	\$ 55.00 per hour
2-PERSON SURVEY CREW.....	\$ 215.00 per hour
1-PERSON SURVEY CREW.....	\$ 135.00 per hour
TRAVEL.....	\$ 0.55 per mile
PRINTING & SUB-CONSULTANTS.....	Cost plus 10%

This Fee Schedule is for the first year of a 3-year agreement. Fees for years two and three of the agreement are subject to negotiations in those subsequent years.

April 17, 2017

AGREEMENT FOR SERVICES

ARTICLE I – INTRODUCTION

This Agreement is entered into this _____ day of _____, 2017 between the City of DINUBA (“CITY”) and _____, a _____ [insert legal form of entity, i.e California corporation, limited partnership, etc.] (“**CONSULTANT**”).

RECITALS

CITY has determined that it requires the following professional services from a consultant:

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

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

1. DEFINITIONS

- A. “Scope of Services”: Such professional services as are set forth on Page 6 of the Request for Qualifications attached hereto and incorporated herein by this reference.
- B. “Approved Fee Schedule”: Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.
- C. “Commencement Date”: _____ [insert agreement start date]
- D. “Expiration Date”: _____ [insert agreement end date]

ARTICLE II – STATEMENT OF WORK

1. CONSULTANT’S SERVICES

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

B. Time for Performance. This Agreement shall go into effect on (DATE), contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY’S Contract Administrator. The Agreement shall end on (DATE), unless extended by Agreement amendment. CONSULTANT is advised that any recommendation for Agreement award is not binding on CITY until the Agreement is fully executed and approved by CITY.

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

2. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the Contract Administrator and CITY’s representative shall be the Public Works Director, (hereinafter the “City Representative”). It shall be CONSULTANT’s responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Consultant Representative. For the purposes of this Agreement, _____, *[insert name of Consultant’s responsible principal]* is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the “Responsible Principal”). The Responsible Principal may not be changed by CONSULTANT without the prior written approval of CITY.

3. CONSULTANT’S PERSONNEL

A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by CONSULTANT or under its supervision, and all personnel

engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

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

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

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

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

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

ARTICLE III – CONSULTANT’S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT’S Project Manager shall meet with City’s Contract Administrator, as needed, to discuss progress on the Agreement.

ARTICLE IV – PERFORMANCE PERIOD

A. This Agreement shall go into effect on (DATE), contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY’S Contract Administrator. The Agreement shall end on (DATE), unless extended by Agreement amendment.

B. CONSULTANT is advised that any recommendation for Agreement award is not binding on CITY until the Agreement is fully executed and approved by CITY.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rate specified in CONSULTANT's Cost Proposal (Attachment ____). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

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

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

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

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

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

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

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

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

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

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task order. Invoices shall details the work performed on each milestone, on each project as applicable. Invoices

shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task order number. Credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this Agreement, must be reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. Invoices shall be mailed to CITY's Contract Administrator at the following address:

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

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

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

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

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

P. The total amount payable by CITY for all Task Orders resulting from this Agreement shall not exceed (\$650,000). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

ARTICLE VI – TERMINATION

A. CITY reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. CITY may terminate this Agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this Agreement with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the CITY shall be liable if this Agreement is terminated is _____ dollars.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE EQUIPMENT

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

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

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

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

ARTICLE IX – AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

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

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if

applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

ARTICLE X – SUBCONTRACTING

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

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

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

D. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to sub-consultants.

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

ARTICLE XI – EQUIPMENT PURCHASE

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

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by CITY's

Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Agreement is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII - STATE PREVAILING WAGE RATES

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

B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

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

ARTICLE XIII – CONFLICT OF INTEREST

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

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

C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to

provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

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

ARTICLE XIV – REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

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

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

ARTICLE XVI – STATEMENT OF COMPLIANCE

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

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

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

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

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

ARTICLE XVIII – FUNDING REQUIREMENTS

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

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

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

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

ARTICLE XIX – CHANGE IN TERMS

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

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

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

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

B. The goal for DBE participation for this Agreement is 10%. Participation by DBE consultant or sub consultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Agreement. If a DBE sub consultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE sub consultant, of the goal is not otherwise met.

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

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

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

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

actually performing, and other relevant factors.

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

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

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

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

K. If a DBE sub consultant is decertified during the life of the Agreement, the decertified sub consultant shall notify CONSULTANT in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Agreement, the sub-consultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to City's Contract Administrator within 30 days.

ARTICLE XXI - CONTINGENT FEE

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

consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII - DISPUTES

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

B. Not later than 30 days after completion of all work under the Agreement, CONSULTANT may request review by City's Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

ARTICLE XXIII - INSPECTION OF WORK

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

ARTICLE XXIV - SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by City Safety Officer and other City representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

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

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

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

ARTICLE XXV - INSURANCE

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

B. Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

C. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.

D. Worker's Compensation insurance as required by the State of California.

1. Professional Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per claim.

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

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

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

G. Prior to commencement of work under this Agreement, CONSULTANT shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

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

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

any notice provisions.

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

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

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

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

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

ARTICLE XXVI - OWNERSHIP OF DATA

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

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

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

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

Government Contracts for federal-aid contracts).

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

ARTICLE XXVII - CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

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

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

ARTICLE XXVIII - CONFIDENTIALITY OF DATA

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

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

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

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

written permission.

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

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

ARTICLE XXIX - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI - RETENTION OF FUNDS

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

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

C. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or sub-consultants from progress payments due sub-consultants shall be promptly paid in full to sub-consultants within 30 days after the sub-consultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or sub-consultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and

Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or sub-consultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE prime consultant and sub-consultants.

D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or sub-consultant, shall return all monies withheld in retention from a sub-consultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or sub-consultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or sub-consultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE prime consultant and sub-consultants.

ARTICLE XXXII - INDEPENDENT CONTRACTOR

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

ARTICLE XXXIII - INDEMNIFICATION

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

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

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

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

D. CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONSULTANT agrees that CONSULTANT'S covenant under this Section shall survive the termination of this Agreement.

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

ARTICLE XXXIV - MUTUAL COOPERATION

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

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

ARTICLE XXXV - FORCE MAJEURE

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

ARTICLE XXXVI - NOTICES

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

If to CITY:

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

If to CONSULTANT:

Attn: _____

Telephone: _____

ARTICLE XXXVII - PROHIBITION AGAINST ASSIGNMENT

CONSULTANT shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

ARTICLE XXXVIII - ATTORNEY'S FEES

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

ARTICLE XXXIX - ENTIRE AGREEMENT

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

Agreement will be effective only if it is in writing and executed by CITY and CONSULTANT.

ARTICLE XXXX - GOVERNING LAW; JURISDICTION

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

ARTICLE XXXXI - SEVERABILITY

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

ARTICLE XXXXII - CAPTIONS

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

ARTICLE XXXXIII - EXECUTION

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

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


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

CITY OF DINUBA

CONSULTANT:

Luis Patlan
City Manager


By:



DAVID HORN, TREASURER

ATTEST:

By:



Philip Romero, Secretary

City Clerk

City Clerk

***[insert name and title-FYI IT TAKES
TWO SIGNATURES TO BIND A
CORPORATION]***

APPROVED AS TO FORM:

City Attorney



City Council Staff Report

Department: PUBLIC WORKS

April 25, 2017

To: Mayor and City Council
From: Blanca Beltran, Public Works Director
By: George Avila, Business Manager
Subject: Resolution No. 2017-16 Section 5339 Discretionary Bus Program Grant Application (BB)

RECOMMENDATION

Council adopt Resolution No. 2017-16 authorizing the City Manager or Public Works Director to apply for \$139,000 in grant funding from the California Department of Transportation to purchase a new Compressed Natural Gas (CNG) Transit Bus and, authorize the City Manager or Public Works Director to sign the necessary documents.

EXECUTIVE SUMMARY

The City of Dinuba is eligible to apply for approximately \$139,000 for the purchase of one new Compressed Natural Gas (CNG) transit bus to replace an existing bus that has exceeded its useful life.

OUTSTANDING ISSUES

None.

DISCUSSION

The Federal Transit Administration's (FTA) Section 5339 Discretionary Bus Program is intended to improve the condition of the nation's public transportation bus fleets, expand transportation access to employment, educational, and healthcare facilities, and to improve mobility options in rural and urban areas throughout the country.

A "call for projects" was issued on April 7, 2017, by the State's Department of Transportation, Division of Rail and Mass Transportation inviting applications for the subject grant Program. The Federal Transit Administration announced that approximately \$4.29 million is available for Federal Fiscal Year (FFY) 2017 for the acquisition of buses and bus facilities through the Program. All interested agencies are required to submit an authorizing resolution along with a project application. The attached resolution (Attachment A) authorizes the City Manager or the Public Works Director to execute the contract and sign all required documentation for the Section 5339 Discretionary Bus Program.

This grant program is competitive and there is no guarantee that the City will be awarded grant funds. However, to ensure that the City's transit fleet remains in good operating order, staff believes it is important to continue to make every effort to pursue any available grant opportunities.

FISCAL IMPACT

The City could qualify for an amount up to \$139,000 through this grant Program for the purchase of a new CNG transit bus. It is likely that a 15% (\$20,850) local match contribution will be required. If so, the match will be paid out of the City's Transit Fund.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Resolution No. 2017-16](#)

RESOLUTION 2017-16

**A RESOLUTION OF THE CITY OF DINUBA AUTHORIZING
THE CITY MANAGER OR PUBLICWORKS DIRECTOR
TO ENTER INTO CONTRACT AND SIGN ALL
APPROPRIATE DOCUMENTATION FOR FEDERAL FUNDING UNDER
FTA SECTION 5339 DISCRETIONARY FFY 2017 GRANT FUNDS**

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) Section 5339 Program, administered by the California Department of Transportation (CalTrans), Division of Rail and Mass Transportation (DRMT), to provide funding for capital projects to to replace, rehabilitate, and purchase or lease buses and related equipment, and to rehabilitate, purchase, construct or lease bus-related facilities, including programs of bus and bus-related projects for sub-recipients that are public agencies, private companies that are engaged in public transportation, or private non-profit organizations; and

WHEREAS, the California Department of Transportation (CalTrans) has been designated by the Governor of the State of California to administer Section 5339 grants for public transportation projects; and

WHEREAS, the City of Dinuba desires to apply for said grant funding in the estimated amount of \$139,000 to purchase a new bus; and

WHEREAS, the City of Dinuba will pay the grant local match of 15% from the City's Transit Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City of Dinuba does hereby authorize the City Manager, or Public Works Director, to file and execute application on behalf of the City of Dinuba with FTA Section 5339 Program to provide funding to purchase a new bus.

That the Public Works Director, or designated representative, is authorized to execute and file all certifications and assurances or any other documents required by the FTA Section 5339 Program.

That the Public Works Director, or designated representative, is authorized to provide additional information as the FTA Section 5339 Program may require in connection with the application for the Section 5339 Program projects.

PASSED AND ADOPTED by the City Council of the City of Dinuba. The foregoing resolution was adopted upon motion of Council Member _____. Council Member _____ seconded the motion at a regular meeting of the City Council held on the 25th day of April, 2017, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Mayor

WITNESS my hand and seal this ____ day of April, 2017.

City Clerk



City Council Staff Report

Department: POLICE SERVICES

April 25, 2017

To: Mayor and City Council
From: Devon Popovich, Chief of Police
By: Azalia Chavez, Administrative Assistant
Subject: Acceptance of Public Safety Commission Minutes, November 15, 2016 (DP)

RECOMMENDATION

Council accept Commission meeting minutes of November 15, 2016.

EXECUTIVE SUMMARY

Staff is requesting acceptance of Commission minutes. Minutes were approved at the February 21, 2017 meeting by the Board.

OUTSTANDING ISSUES

None

DISCUSSION

None

FISCAL IMPACT

None

PUBLIC HEARING

None required.

ATTACHMENTS:

[Public Safety Commission Minutes - November 15, 2016](#)

COMMISSIONERS PRESENT: Millard, Cuevas, Medders, Rangel

COMMISSIONERS ABSENT: Contreras, Gonzalez

STAFF MEMBERS PRESENT: Popovich, Thompson, Solis

1. OPENING CEREMONIES

1.1. Welcome & Call to Order – Chair

Chair Millard opened the meeting at 6:00 P.M.

1.2. Invocation

The invocation was led by Chair Millard.

1.3. Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Cuevas.

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 COMMISSION

This portion of the meeting is reserved for any person who would like to address the Commission on any item that is not on the agenda. Please be advised that State law does not allow the Commission to discuss or take any action on any issue not on the agenda. The Commission 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 Commission at this time please approach the podium and state your name and nature of the request.

4. COMMISSION BUSINESS

4.1. SUBJECT: Meeting minutes for August 16, 2016.

RECOMMENDATION: Commission to review draft minutes and approve as final.

It was motioned by Commissioner Cuevas, second by Commissioner Medders, to approve August's minutes. Vote was unanimous to approve.

4.2. Information Sharing

None.

5. DEPARTMENT REPORTS

5.1. SUBJECT: Measure F Financial Reports

RECOMMENDATION: Commission to accept and approve financial reports representing expenses from April 1, 2016 thru September 30, 2016 in accordance with Resolution 2005-83.

Fiscal Analyst Solis presented financial reports April 1, 2016 thru September 30, 2016. Since last meeting, full amount from Measure F taxes was received for last fiscal year. Correction to revenue was made since report was printed, and \$1,162,983 has been received as of November 8th.

Commissioner Medders made motion to approve report; Commissioner Cuevas seconded. Vote was unanimous to approve.

6. STAFF COMMUNICATION

6.1. Items from Fire Chief

At last meeting, Chief reported he would have elevation of new fire station; however, these are not ready. They will be presented at the next meeting.

Chief Thompson updated the Commission on staffing levels.

6.2. Items from Police Chief

Chief Popovich informed the Commission of staffing levels in the Police Department, which includes a pending new hire. New vehicles were ordered. Six Dodge Charges were purchased from Jim Manning Dodge. Chief is proposing the purchase of a new motorcycle, which will be presented at the next City Council meeting. Motorcycle will be paid for by correctable citation fund, which is to be approved by City Council.

Chief also informed Commission of upcoming events, which includes Black Friday and the Christmas holidays. Volunteers will assist staff with patrolling.

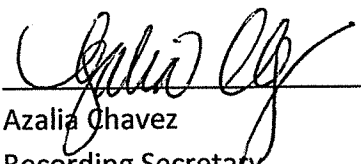
Motors is at full staffing. Officer completed Motors school and is out enforcing traffic.

6.3. Items from Finance Director

None.

7. ADJOURNMENT

It was moved by all Commissioners to adjourn the meeting at 6:21 p.m. Motion to adjourn was carried.



Azalia Chavez
Recording Secretary



City Council Staff Report

Department: CITY MANAGER'S OFFICE

April 25, 2017

To: Mayor and City Council
From: Linda Barkley, Deputy City Clerk
Subject: Approval of Warrant Register April 14; 25, 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 04.14.2017](#)

[B. WR 04.21.2017](#)



Accounts Payable Invoice Report

Payment Date Range 04/09/17 - 04/14/17
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 417 - 1800 Boardup of the Central San Joaquin Valley									
5041	Board up for 1088 Whittaker Way	Paid by Check #12409		04/03/2017	04/14/2017	04/14/2017		04/14/2017	275.00
5042	Board up 1115 and 1105 First St.	Paid by Check #12409		04/03/2017	04/14/2017	04/14/2017		04/14/2017	300.00
5044	Board up 1088 Whittaker Way	Paid by Check #12409		04/04/2017	04/14/2017	04/14/2017		04/14/2017	762.75
Vendor 417 - 1800 Boardup of the Central San Joaquin Valley Totals							Invoices	3	\$1,337.75
Vendor 72 - A-C Electric Company									
VT0746-001	Repair traffic light knocked down at Alta Ave & W Sierra	Paid by Check #12410		03/24/2017	04/14/2017	04/14/2017		04/14/2017	2,077.69
Vendor 72 - A-C Electric Company Totals							Invoices	1	\$2,077.69
Vendor 348 - Administrative Solutions, Inc.									
106103	Section 125 Administration - April 2017	Paid by Check #12411		04/03/2017	04/14/2017	04/14/2017		04/14/2017	216.00
Vendor 348 - Administrative Solutions, Inc. Totals							Invoices	1	\$216.00
Vendor 263 - Advantek Benefit Administrators									
04/07/2017	Funding request	Paid by Check #12412		04/07/2017	04/14/2017	04/14/2017		04/14/2017	218,408.46
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	1	\$218,408.46
Vendor 620 - Lizet Aldaz									
Colonial Reim	Colonial Life Reimbursement	Paid by Check #12413		04/11/2017	04/14/2017	04/14/2017		04/14/2017	78.00
Vendor 620 - Lizet Aldaz Totals							Invoices	1	\$78.00
Vendor 1229 - Sergio Armando Alvarado									
4042017 ALVARADO	PC Meeting for April 4, 2017	Paid by Check #12414		04/04/2017	04/14/2017	04/14/2017		04/14/2017	25.00
Vendor 1229 - Sergio Armando Alvarado Totals							Invoices	1	\$25.00
Vendor 416 - Amber Chemical Inc.									
0341639-IN	Chemicals for Well #11 and #16	Paid by Check #12415		03/20/2017	04/14/2017	04/14/2017		04/14/2017	691.15
Vendor 416 - Amber Chemical Inc. Totals							Invoices	1	\$691.15
Vendor 1279 - Bank of the West									
1/30/17	Account Analysis	Paid by Check #12416		01/30/2017	04/14/2017	04/14/2017		04/14/2017	1,068.86
Vendor 1279 - Bank of the West Totals							Invoices	1	\$1,068.86
Vendor 376 - BCS Consulting									
20287	Monthly Maintenance	Paid by Check #12417		04/04/2017	04/14/2017	04/14/2017		04/14/2017	6,476.11
Vendor 376 - BCS Consulting Totals							Invoices	1	\$6,476.11
Vendor 105 - Best Uniforms									
40752	Uniforms for CSO Diaz	Paid by Check #12418		04/03/2017	04/14/2017	04/14/2017		04/14/2017	297.97
Vendor 105 - Best Uniforms Totals							Invoices	1	\$297.97



Accounts Payable Invoice Report

Payment Date Range 04/09/17 - 04/14/17
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 116 - BSK Analytical Laboratories									
A708071	Water sample testing	Paid by Check #12419		04/03/2017	04/14/2017	04/14/2017		04/14/2017	271.00
A708144	Water sample testing	Paid by Check #12419		04/03/2017	04/14/2017	04/14/2017		04/14/2017	648.00
A708369	Water sample testing	Paid by Check #12419		04/06/2017	04/14/2017	04/14/2017		04/14/2017	121.00
Vendor 116 - BSK Analytical Laboratories Totals							Invoices	3	\$1,040.00
Vendor 503 - The Business Journal									
78342	Business Journal RFQ Civil Eng Serv AD	Paid by Check #12420		03/10/2017	04/14/2017	04/14/2017		04/14/2017	266.00
Vendor 503 - The Business Journal Totals							Invoices	1	\$266.00
Vendor 1 - C&S Laundry Cleaners									
26489	Valentine's Day Table Cloth Cleaning	Paid by Check #12421		03/30/2017	04/14/2017	04/14/2017		04/14/2017	260.00
Vendor 1 - C&S Laundry Cleaners Totals							Invoices	1	\$260.00
Vendor 364 - California Building Standards Commission									
1/1-3/31/17BS	16/17 3rd Quarter Building Standards Payment	Paid by Check #12422		04/06/2017	04/14/2017	04/14/2017		04/14/2017	175.50
Vendor 364 - California Building Standards Commission Totals							Invoices	1	\$175.50
Vendor 826 - California Peace Officers Assn									
64080	Training for Chief and 2 Lieutenants	Paid by Check #12423		04/07/2017	04/14/2017	04/14/2017		04/14/2017	378.00
Vendor 826 - California Peace Officers Assn Totals							Invoices	1	\$378.00
Vendor 1059 - Mark Carrion									
4042017 CARRION	PC Meeting April 4, 2017	Paid by Check #12424		04/04/2017	04/14/2017	04/14/2017		04/14/2017	25.00
Vendor 1059 - Mark Carrion Totals							Invoices	1	\$25.00
Vendor 381 - Cen Cal Distributing Inc.									
154626	Rent/Equipment	Paid by Check #12425		03/01/2017	04/14/2017	04/14/2017		04/14/2017	12.00
154627	Rent/Equipment	Paid by Check #12425		03/14/2017	04/14/2017	04/14/2017		04/14/2017	97.50
Vendor 381 - Cen Cal Distributing Inc. Totals							Invoices	2	\$109.50
Vendor 1201 - Alberto Cendejas II									
4042017 CENDEJAS	PC Meeting April 4, 2017	Paid by Check #12426		04/04/2017	04/14/2017	04/14/2017		04/14/2017	25.00
Vendor 1201 - Alberto Cendejas II Totals							Invoices	1	\$25.00
Vendor 8 - City of Dinuba									
041017	Lunch reimbursements & misc items.	Paid by Check #12427		04/10/2017	04/14/2017	04/14/2017		04/14/2017	354.36
Vendor 8 - City of Dinuba Totals							Invoices	1	\$354.36



Accounts Payable Invoice Report

Payment Date Range 04/09/17 - 04/14/17

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 238 - Clyde Stevenson Electrical									
M150273	April 2017	Paid by Check #12428		04/03/2017	04/14/2017	04/14/2017		04/14/2017	35.00
		Vendor 238 - Clyde Stevenson Electrical Totals				Invoices	1		<u>\$35.00</u>
Vendor 125 - College of the Sequoias									
0110-SDL-066	I. Davalos Training	Paid by Check #12429		04/04/2017	04/14/2017	04/14/2017		04/14/2017	100.00
		Vendor 125 - College of the Sequoias Totals				Invoices	1		<u>\$100.00</u>
Vendor 170 - Comcast									
0135597 4/2/17	Communications	Paid by Check #12430		04/02/2017	04/14/2017	04/14/2017		04/14/2017	441.36
		Vendor 170 - Comcast Totals				Invoices	1		<u>\$441.36</u>
Vendor 910 - Timothy S. Conklin									
4042017 CONKLIN	PC Meeting April 4, 2017	Paid by Check #12431		04/04/2017	04/14/2017	04/14/2017		04/14/2017	25.00
		Vendor 910 - Timothy S. Conklin Totals				Invoices	1		<u>\$25.00</u>
Vendor 71 - Department of Conservation									
1/1-3/31/17SMIP	16/17 3RD QUATER SMIP PAYMENT	Paid by Check #12432		04/06/2017	04/14/2017	04/14/2017		04/14/2017	546.91
		Vendor 71 - Department of Conservation Totals				Invoices	1		<u>\$546.91</u>
Vendor 30 - Dinuba Chamber of Commerce									
Gold Spon. 2017	Golf Tournament	Paid by Check #12433		04/03/2017	04/14/2017	04/14/2017		04/14/2017	2,000.00
		Vendor 30 - Dinuba Chamber of Commerce Totals				Invoices	1		<u>\$2,000.00</u>
Vendor 810 - Dinuba Paint Store									
5235	Paint for Parks Dept	Paid by Check #12434		04/04/2017	04/14/2017	04/14/2017		04/14/2017	175.74
		Vendor 810 - Dinuba Paint Store Totals				Invoices	1		<u>\$175.74</u>
Vendor 308 - Dinuba Rotary Club									
2456	March 2017	Paid by Check #12435		03/31/2017	04/14/2017	04/14/2017		04/14/2017	50.00
SpringBanquet 17	Community Event	Paid by Check #12435		04/03/2017	04/14/2017	04/14/2017		04/14/2017	1,000.00
		Vendor 308 - Dinuba Rotary Club Totals				Invoices	2		<u>\$1,050.00</u>
Vendor 341 - Dinuba Tires LLC									
69822	Flat repair on vehicle M-34	Paid by Check #12436		03/03/2017	04/14/2017	04/14/2017		04/14/2017	10.00
69850	Flat Repair for vehicle Unit 44	Paid by Check #12436		03/16/2017	04/14/2017	04/14/2017		04/14/2017	15.00
69902	Flat repair for vehicle PD-45	Paid by Check #12436		04/05/2017	04/14/2017	04/14/2017		04/14/2017	10.00
		Vendor 341 - Dinuba Tires LLC Totals				Invoices	3		<u>\$35.00</u>



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 550 - Division of the State Architect									
1/1-3/31/2017	16/17 3rd Quarter SB1186 Payment	Paid by Check #12437		04/06/2017	04/14/2017	04/14/2017		04/14/2017	13.50
		Vendor 550 - Division of the State Architect Totals				Invoices	1		<u>\$13.50</u>
Vendor 309 - Elbert Distributing									
3205418	Supplies for flee maintenance	Paid by Check #12438		04/05/2017	04/14/2017	04/14/2017		04/14/2017	141.89
		Vendor 309 - Elbert Distributing Totals				Invoices	1		<u>\$141.89</u>
Vendor 1200 - Linda Faust									
4042017 FAUST	PC Meeting April 4, 2017	Paid by Check #12439		04/04/2017	04/14/2017	04/14/2017		04/14/2017	25.00
		Vendor 1200 - Linda Faust Totals				Invoices	1		<u>\$25.00</u>
Vendor 98 - FGL Environmental									
4014465	Testing water samples	Paid by Check #12440		03/23/2017	04/14/2017	04/14/2017		04/14/2017	316.00
		Vendor 98 - FGL Environmental Totals				Invoices	1		<u>\$316.00</u>
Vendor 314 - Financial Forms & Supplies, Inc.									
34601	Supplies	Paid by Check #12441		03/27/2017	04/14/2017	04/14/2017		04/14/2017	410.38
		Vendor 314 - Financial Forms & Supplies, Inc. Totals				Invoices	1		<u>\$410.38</u>
Vendor 825 - G & K Services, Co.									
1258890003	cleaning supplies	Paid by Check #12442		04/05/2017	04/14/2017	04/14/2017		04/14/2017	77.43
1258890004	Cleaning Supplies	Paid by Check #12442		04/05/2017	04/14/2017	04/14/2017		04/14/2017	18.00
		Vendor 825 - G & K Services, Co. Totals				Invoices	2		<u>\$95.43</u>
Vendor 18 - The Gas Company									
15571580420 4/17	April 2017	Paid by Check #12443		04/05/2017	04/14/2017	04/14/2017		04/14/2017	69.75
		Vendor 18 - The Gas Company Totals				Invoices	1		<u>\$69.75</u>
Vendor 379 - Guardian EMS Products									
5728971	Supplies	Paid by Check #12444		03/30/2017	04/14/2017	04/14/2017		04/14/2017	428.96
		Vendor 379 - Guardian EMS Products Totals				Invoices	1		<u>\$428.96</u>
Vendor 139 - Henry Schein Inc.									
40184531	Supplies	Paid by Check #12445		03/28/2017	04/14/2017	04/14/2017		04/14/2017	1,343.10
40017960	Supplies	Paid by Check #12445		03/30/2017	04/14/2017	04/14/2017		04/14/2017	24.28
40379993	Supplies	Paid by Check #12445		04/03/2017	04/14/2017	04/14/2017		04/14/2017	1,401.13
40403268	Supplies	Paid by Check #12445		04/03/2017	04/14/2017	04/14/2017		04/14/2017	73.47
40434774	Supplies	Paid by Check #12445		04/04/2017	04/14/2017	04/14/2017		04/14/2017	22.22
		Vendor 139 - Henry Schein Inc. Totals				Invoices	5		<u>\$2,864.20</u>



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Vendor 174 - Howard's Pest Control									
0257749	Cust No. OP1088	Paid by Check #12446		04/04/2017	04/14/2017	04/14/2017		04/14/2017	47.00
Vendor 174 - Howard's Pest Control Totals								Invoices	1
									<u>\$47.00</u>
Vendor 1237 - Hub International Insurance Services, Inc.									
002	Fy 16/17-Hub Insurance for Zumba class 4/17-12/17	Paid by Check #12447		04/06/2017	04/14/2017	04/14/2017	04/06/2017	04/14/2017	129.07
Vendor 1237 - Hub International Insurance Services, Inc. Totals								Invoices	1
									<u>\$129.07</u>
Vendor 45 - Ingram Digital Electronics Co.									
383,376	Consult w/supplier about ped push buttons at El Monte & Rd 72	Paid by Check #12448		03/28/2017	04/14/2017	04/14/2017		04/14/2017	56.00
383,377	Replace pedestrian push buttons at El Monte & Rd 72 due to stick	Paid by Check #12448		03/28/2017	04/14/2017	04/14/2017		04/14/2017	388.08
383,378	Problem w/EB to NB left turn signal at El Monte & Rd 64	Paid by Check #12448		03/28/2017	04/14/2017	04/14/2017		04/14/2017	328.83
383,379	Marking for USA locates at El Monte & Alta, North & East legs	Paid by Check #12448		03/28/2017	04/14/2017	04/14/2017		04/14/2017	952.00
383,380	Repair to Pedestrian push buttons on El Monte & Rd. 72	Paid by Check #12448		03/28/2017	04/14/2017	04/14/2017		04/14/2017	308.00
383,381	Repairs to traffic lights on Alta at Uruapan & Surabian	Paid by Check #12448		03/28/2017	04/14/2017	04/14/2017		04/14/2017	325.57
Vendor 45 - Ingram Digital Electronics Co. Totals								Invoices	6
									<u>\$2,358.48</u>
Vendor 560 - Daniel James									
Reimb. Travel	San Diego parking and fuel	Paid by Check #12449		03/29/2017	04/14/2017	04/14/2017		04/14/2017	59.85
Vendor 560 - Daniel James Totals								Invoices	1
									<u>\$59.85</u>
Vendor 1276 - James Wilbee Company, Inc.									
15981	Pumps	Paid by Check #12450		03/17/2017	04/14/2017	04/14/2017		04/14/2017	595.82
Vendor 1276 - James Wilbee Company, Inc. Totals								Invoices	1
									<u>\$595.82</u>
Vendor 949 - LetterBank									
25611	Bus Shelters Advertising Frames	Paid by Check #12451		04/03/2017	04/14/2017	04/14/2017		04/14/2017	585.63
Vendor 949 - LetterBank Totals								Invoices	1
									<u>\$585.63</u>
Vendor 1181 - McCormick, Kabot, Jenner & Lew									
10230	Legal fees	Paid by Check #12452		03/25/2017	04/14/2017	04/14/2017		04/14/2017	6,399.70
10231	Legal fees	Paid by Check #12452		03/25/2017	04/14/2017	04/14/2017		04/14/2017	3,300.00
Vendor 1181 - McCormick, Kabot, Jenner & Lew Totals								Invoices	2
									<u>\$9,699.70</u>
Vendor 160 - MidValley Publishing Inc.									
0302942-IN	Dispatcher recruitment	Paid by Check #12453		03/30/2017	04/14/2017	04/14/2017		04/14/2017	30.75
0303127-IN	Publications & Subscriptions	Paid by Check #12453		03/30/2017	04/14/2017	04/14/2017		04/14/2017	75.00



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Vendor 160 - MidValley Publishing Inc.									
0303128-IN	Planning Commission publishing for App 2017-03/04	Paid by Check #12453		03/30/2017	04/14/2017	04/14/2017		04/14/2017	270.00
303064-IN	Spring Ad	Paid by Check #12453		03/30/2017	04/14/2017	04/14/2017		04/14/2017	125.00
Vendor 160 - MidValley Publishing Inc. Totals							Invoices	4	\$500.75
Vendor 284 - MV Transportation, Inc.									
74788	March 2017 - DART & Dinuba-Connection Billing Charges	Paid by Check #12454		04/01/2017	04/14/2017	04/14/2017		04/14/2017	45,686.04
Vendor 284 - MV Transportation, Inc. Totals							Invoices	1	\$45,686.04
Vendor 884 - Napa Auto Parts									
361811	Credit for parts	Paid by Check #12455		03/13/2017	04/14/2017	04/14/2017		04/14/2017	(488.76)
366302	Repair parts for Bus 12	Paid by Check #12455		04/03/2017	04/14/2017	04/14/2017		04/14/2017	218.30
366324	Repair parts for Bus 7	Paid by Check #12455		04/03/2017	04/14/2017	04/14/2017		04/14/2017	124.33
366520	Repair parts for E-32	Paid by Check #12455		04/04/2017	04/14/2017	04/14/2017		04/14/2017	210.99
Vendor 884 - Napa Auto Parts Totals							Invoices	4	\$64.86
Vendor 1147 - Novusolutions									
24555	Subscription	Paid by Check #12456		04/05/2017	04/14/2017	04/14/2017		04/14/2017	8,550.00
Vendor 1147 - Novusolutions Totals							Invoices	1	\$8,550.00
Vendor 142 - Office Depot BSD									
915117559001	Fy 16/17-CS-Operating supplies	Paid by Check #12457		03/22/2017	04/14/2017	04/14/2017	04/05/2017	04/14/2017	58.29
916155445001	Office Supplies	Paid by Check #12457		03/27/2017	04/14/2017	04/14/2017		04/14/2017	42.77
916155402001	Office Supplies	Paid by Check #12457		03/28/2017	04/14/2017	04/14/2017		04/14/2017	155.35
916155749001	Supplies	Paid by Check #12457		03/28/2017	04/14/2017	04/14/2017		04/14/2017	46.92
916609577001	Office Supplies	Paid by Check #12457		03/28/2017	04/14/2017	04/14/2017		04/14/2017	161.68
916155749002	Supplies	Paid by Check #12457		03/29/2017	04/14/2017	04/14/2017		04/14/2017	17.59
Vendor 142 - Office Depot BSD Totals							Invoices	6	\$482.60
Vendor 76 - Pacific Gas & Electric									
265692021583/17	Utilities	Paid by Check #12458		03/26/2017	04/14/2017	04/14/2017		04/14/2017	10.09
245952415713/17	Utilities	Paid by Check #12458		03/27/2017	04/14/2017	04/14/2017		04/14/2017	14.77
543881697543/17	Utilities	Paid by Check #12459		03/27/2017	04/14/2017	04/14/2017		04/14/2017	47.45
914674420583/17	Utilities	Paid by Check #12459		03/27/2017	04/14/2017	04/14/2017		04/14/2017	33.32
076626534143/17	Utilities	Paid by Check #12458		03/28/2017	04/14/2017	04/14/2017		04/14/2017	42.07
134955182533/17	Utilities	Paid by Check #12458		03/28/2017	04/14/2017	04/14/2017		04/14/2017	19.31
360067439043/17	Utilities	Paid by Check #12458		03/28/2017	04/14/2017	04/14/2017		04/14/2017	61.06
468994256003/17	Utilities	Paid by Check #12458		03/28/2017	04/14/2017	04/14/2017		04/14/2017	11.85
556426429403/17	Utilities	Paid by Check #12459		03/28/2017	04/14/2017	04/14/2017		04/14/2017	27.41
622008882873/17	Utilities	Paid by Check #12459		03/28/2017	04/14/2017	04/14/2017		04/14/2017	132.42
678266701753/17	Utilities	Paid by Check #12459		03/28/2017	04/14/2017	04/14/2017		04/14/2017	92.62
790546574283/17	Utilities	Paid by Check #12459		03/28/2017	04/14/2017	04/14/2017		04/14/2017	9.53



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Vendor 76 - Pacific Gas & Electric									
702272340393.17	Utilities	Paid by Check #12458		03/30/2017	04/14/2017	04/14/2017		04/14/2017	286.54
900149822933.17	Utilities	Paid by Check #12458		03/30/2017	04/14/2017	04/14/2017		04/14/2017	841.61
Vendor 76 - Pacific Gas & Electric Totals								14	\$1,630.05
Vendor 7 - Pena's Disposal Services									
293230	Mattress Charges	Paid by Check #12460		04/01/2017	04/14/2017	04/14/2017		04/14/2017	425.00
293234	Shopping Cart Program	Paid by Check #12460		04/01/2017	04/14/2017	04/14/2017		04/14/2017	426.00
293505	Pena's Sidewalk project	Paid by Check #12460		04/01/2017	04/14/2017	04/14/2017		04/14/2017	191.80
Vendor 7 - Pena's Disposal Services Totals								3	\$1,042.80
Vendor 968 - Quic Shop Markets, Inc.									
10439	Car washes for city vehicles	Paid by Check #12461		04/03/2017	04/14/2017	04/14/2017		04/14/2017	2.50
Vendor 968 - Quic Shop Markets, Inc. Totals								1	\$2.50
Vendor 817 - Maribel Reynosa									
Ontario 3/2017	Policy Meeting- Per Diem	Paid by Check #12462		04/03/2017	04/14/2017	04/14/2017		04/14/2017	30.91
Vendor 817 - Maribel Reynosa Totals								1	\$30.91
Vendor 370 - Robert V. Jensen, Inc.									
0024337-IN	Oil for fleet maintenance	Paid by Check #12463		03/20/2017	04/14/2017	04/14/2017		04/14/2017	856.74
0024589-IN	Oil for fleet maintenance	Paid by Check #12463		03/30/2017	04/14/2017	04/14/2017		04/14/2017	182.25
Vendor 370 - Robert V. Jensen, Inc. Totals								2	\$1,038.99
Vendor 46 - Self Help Enterprises									
DIN12CH 03-17	12-CALHOME-8687 March 2017 Charges - Loan #13244/Barajas, F.	Paid by Check #12464		03/31/2017	04/14/2017	04/14/2017		04/14/2017	58,391.71
DIN14HM 03-17	14-HOME-10033 March 2017 General Administration Charges	Paid by Check #12464		03/31/2017	04/14/2017	04/14/2017		04/14/2017	625.00
DIN15 03-17	15-CDBG-10560 March 2017 Charges - Loan #13269/Ruiz	Paid by Check #12464		03/31/2017	04/14/2017	04/14/2017		04/14/2017	53,205.60
DINCDPI 03-17	CDBG - PI March 2017 Charges - Loan #13245/Barajas & #13269/Ruiz	Paid by Check #12464		03/31/2017	04/14/2017	04/14/2017		04/14/2017	24,163.00
DINHMPI 03-17	HOME-PI March 2017 General Administration Charges	Paid by Check #12464		03/31/2017	04/14/2017	04/14/2017		04/14/2017	85.00
Vendor 46 - Self Help Enterprises Totals								5	\$136,470.31
Vendor 61 - Silvas Oil Company Inc.									
142204CT	March 2017	Paid by Check #12465		03/31/2017	04/14/2017	04/14/2017		04/14/2017	829.96
Vendor 61 - Silvas Oil Company Inc. Totals								1	\$829.96



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Vendor 613 - Kevin Sirr									
Boots	Reimbursement	Paid by Check #12466		04/04/2017	04/14/2017	04/14/2017		04/14/2017	150.00
Vendor 613 - Kevin Sirr Totals							Invoices	1	\$150.00
Vendor 361 - SJVAPCD									
S132702	Permit for well pump, Alley Milsap & Myrtle	Paid by Check #12467		04/01/2017	04/14/2017	04/14/2017		04/14/2017	264.00
Vendor 361 - SJVAPCD Totals							Invoices	1	\$264.00
Vendor 10 - Smith Auto Parts									
02IN030457	Vehicles	Paid by Check #12468		03/14/2007	04/14/2017	04/14/2017		04/14/2017	390.55
02IN029656	Vehicles	Paid by Check #12468		03/01/2017	04/14/2017	04/14/2017		04/14/2017	12.11
02IN029673	Vehicles	Paid by Check #12468		03/01/2017	04/14/2017	04/14/2017		04/14/2017	44.99
02IN029708	Vehicles	Paid by Check #12468		03/02/2017	04/14/2017	04/14/2017		04/14/2017	4.32
02IN029712	Vehicles	Paid by Check #12468		03/02/2017	04/14/2017	04/14/2017		04/14/2017	15.02
02IN029718	Vehicles	Paid by Check #12468		03/02/2017	04/14/2017	04/14/2017		04/14/2017	197.17
02IN029726	Vehicles	Paid by Check #12468		03/02/2017	04/14/2017	04/14/2017		04/14/2017	2.60
02IN029775	Vehicles	Paid by Check #12468		03/03/2017	04/14/2017	04/14/2017		04/14/2017	3.80
02IN029805	Vehicles	Paid by Check #12468		03/03/2017	04/14/2017	04/14/2017		04/14/2017	106.11
02IN029967	Vehicles	Paid by Check #12468		03/07/2017	04/14/2017	04/14/2017		04/14/2017	845.97
02IN030037	Vehicles	Paid by Check #12468		03/07/2017	04/14/2017	04/14/2017		04/14/2017	34.06
02IN030064	Vehicles	Paid by Check #12468		03/08/2017	04/14/2017	04/14/2017		04/14/2017	1.14
02IN030109	Vehicles	Paid by Check #12468		03/08/2017	04/14/2017	04/14/2017		04/14/2017	25.04
02IN030188	Vehicles	Paid by Check #12468		03/09/2017	04/14/2017	04/14/2017		04/14/2017	19.51
02IN030197	Vehicles	Paid by Check #12468		03/09/2017	04/14/2017	04/14/2017		04/14/2017	27.02
02IN030214	Vehicles	Paid by Check #12468		03/09/2017	04/14/2017	04/14/2017		04/14/2017	113.96
02IN030220	Vehicles	Paid by Check #12468		03/09/2017	04/14/2017	04/14/2017		04/14/2017	62.52
02IN030233	Vehicles	Paid by Check #12468		03/09/2017	04/14/2017	04/14/2017		04/14/2017	28.54
02CR022449	Vehicles	Paid by Check #12468		03/13/2017	04/14/2017	04/14/2017		04/14/2017	(197.17)
02IN030353	Vehicles	Paid by Check #12468		03/13/2017	04/14/2017	04/14/2017		04/14/2017	187.92
02CR003897	Vehicles	Paid by Check #12468		03/14/2017	04/14/2017	04/14/2017		04/14/2017	(11.83)
02IN030456	Vehicles	Paid by Check #12468		03/14/2017	04/14/2017	04/14/2017		04/14/2017	11.83
02IN030459	Vehicles	Paid by Check #12468		03/14/2017	04/14/2017	04/14/2017		04/14/2017	11.80
02IN030483	Vehicles	Paid by Check #12468		03/14/2017	04/14/2017	04/14/2017		04/14/2017	41.22
02IN030484	Vehicles	Paid by Check #12468		03/14/2017	04/14/2017	04/14/2017		04/14/2017	122.37
02IN030486	Vehicles	Paid by Check #12468		03/14/2017	04/14/2017	04/14/2017		04/14/2017	41.26
02IN030504	Vehicles	Paid by Check #12468		03/14/2017	04/14/2017	04/14/2017		04/14/2017	4.30
02IN030506	Vehicles	Paid by Check #12468		03/14/2017	04/14/2017	04/14/2017		04/14/2017	163.33
02IN030524	Vehicles	Paid by Check #12468		03/14/2017	04/14/2017	04/14/2017		04/14/2017	6.86
02CR003907	Vehicles	Paid by Check #12468		03/15/2017	04/14/2017	04/14/2017		04/14/2017	(14.38)
02IN030561	Vehicles	Paid by Check #12468		03/15/2017	04/14/2017	04/14/2017		04/14/2017	14.38



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Vendor 10 - Smith Auto Parts									
02IN030663	Vehicles	Paid by Check #12468		03/16/2017	04/14/2017	04/14/2017		04/14/2017	9.24
02IN030697	Vehicles	Paid by Check #12468		03/16/2017	04/14/2017	04/14/2017		04/14/2017	8.53
02IN030999	Vehicles	Paid by Check #12468		03/21/2017	04/14/2017	04/14/2017		04/14/2017	297.85
02IN031023	Vehicles	Paid by Check #12468		03/21/2017	04/14/2017	04/14/2017		04/14/2017	26.67
02IN031024	Vehicles	Paid by Check #12468		03/21/2017	04/14/2017	04/14/2017		04/14/2017	122.18
02IN031043	Vehicles	Paid by Check #12468		03/21/2017	04/14/2017	04/14/2017		04/14/2017	39.26
02IN031046	Vehicles	Paid by Check #12468		03/22/2017	04/14/2017	04/14/2017		04/14/2017	41.18
02IN031067	Vehicles	Paid by Check #12468		03/22/2017	04/14/2017	04/14/2017		04/14/2017	39.83
02IN031072	Vehicles	Paid by Check #12468		03/22/2017	04/14/2017	04/14/2017		04/14/2017	26.40
02IN031076	Vehicles	Paid by Check #12468		03/22/2017	04/14/2017	04/14/2017		04/14/2017	62.03
02IN031078	Vehicles	Paid by Check #12468		03/22/2017	04/14/2017	04/14/2017		04/14/2017	28.92
02IN031079	Vehicles	Paid by Check #12468		03/22/2017	04/14/2017	04/14/2017		04/14/2017	71.77
02IN031104	Vehicles	Paid by Check #12468		03/22/2017	04/14/2017	04/14/2017		04/14/2017	97.40
02IN031169	Vehicles	Paid by Check #12468		03/23/2017	04/14/2017	04/14/2017		04/14/2017	1.48
02IN031223	Vehicles	Paid by Check #12468		03/24/2017	04/14/2017	04/14/2017		04/14/2017	3.27
02IN031269	Vehicles	Paid by Check #12468		03/24/2017	04/14/2017	04/14/2017		04/14/2017	3.92
01CR023109	Vehicles	Paid by Check #12468		03/27/2017	04/14/2017	04/14/2017		04/14/2017	(26.40)
02IN031343	Vehicles	Paid by Check #12468		03/27/2017	04/14/2017	04/14/2017		04/14/2017	16.78
02IN031344	Vehicles	Paid by Check #12468		03/27/2017	04/14/2017	04/14/2017		04/14/2017	51.19
02IN031353	Vehicles	Paid by Check #12468		03/27/2017	04/14/2017	04/14/2017		04/14/2017	38.78
02IN031408	Vehicles	Paid by Check #12468		03/28/2017	04/14/2017	04/14/2017		04/14/2017	429.27
02IN031447	Vehicles	Paid by Check #12468		03/28/2017	04/14/2017	04/14/2017		04/14/2017	4.33
02IN031510	Vehicles	Paid by Check #12468		03/29/2017	04/14/2017	04/14/2017		04/14/2017	49.96
02IN031511	Vehicles	Paid by Check #12468		03/29/2017	04/14/2017	04/14/2017		04/14/2017	116.14
02IN031519	Vehicles	Paid by Check #12468		03/29/2017	04/14/2017	04/14/2017		04/14/2017	1.52
02IN031547	Vehicles	Paid by Check #12468		03/30/2017	04/14/2017	04/14/2017		04/14/2017	3.03
02IN031671	Vehicles	Paid by Check #12468		03/31/2017	04/14/2017	04/14/2017		04/14/2017	62.04
02IN031682	Vehicles	Paid by Check #12468		03/31/2017	04/14/2017	04/14/2017		04/14/2017	194.12
02IN031721	Vehicles	Paid by Check #12468		03/31/2017	04/14/2017	04/14/2017		04/14/2017	4.94
03CR004494	Vehicles	Paid by Check #12468		03/31/2017	04/14/2017	04/14/2017		04/14/2017	(113.91)
Vendor 10 - Smith Auto Parts Totals							Invoices	61	\$4,028.04
Vendor 897 - The Pin Center									
0417012	Years of Service Lapel Pins	Paid by Check #12469		04/03/2017	04/14/2017	04/14/2017		04/14/2017	228.75
Vendor 897 - The Pin Center Totals							Invoices	1	\$228.75
Vendor 794 - Michael Thurston									
EMT Recert	Recertification	Paid by Check #12470		04/04/2017	04/14/2017	04/14/2017		04/14/2017	83.00
Vendor 794 - Michael Thurston Totals							Invoices	1	\$83.00



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Vendor 717 - TMI Research Services									
CITYOD 17-03-31	Professional Services	Paid by Check #12471		03/31/2017	04/14/2017	04/14/2017		04/14/2017	120.00
Vendor 717 - TMI Research Services Totals							Invoices	1	\$120.00
Vendor 902 - Tractor Supply Credit Plan									
0027 3/30/17	Supplies	Paid by Check #12472		03/30/2017	04/14/2017	04/14/2017		04/14/2017	450.24
Vendor 902 - Tractor Supply Credit Plan Totals							Invoices	1	\$450.24
Vendor 1278 - Triangle Rock Products, LLC									
71377088	Triangle Rock Prod. Sidewalk Project	Paid by Check #12473		02/28/2017	04/14/2017	04/14/2017		04/14/2017	1,740.92
Vendor 1278 - Triangle Rock Products, LLC Totals							Invoices	1	\$1,740.92
Vendor 49 - Tulare County									
3/2/17	General Election	Paid by Check #12474		03/29/2017	04/14/2017	04/14/2017		04/14/2017	4,288.52
Vendor 49 - Tulare County Totals							Invoices	1	\$4,288.52
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
DFD-2017-03	March 2017	Paid by Check #12475		04/01/2017	04/14/2017	04/14/2017		04/14/2017	6,047.00
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals							Invoices	1	\$6,047.00
Vendor 273 - US Bank									
327110458	April 2017	Paid by Check #12480		03/24/2017	04/14/2017	04/14/2017		04/14/2017	550.60
327111381	03/20/17-04/20/17 Copier Lease & 12/20/16-03/20/17 Copy Charges	Paid by Check #12476		03/24/2017	04/14/2017	04/14/2017		04/14/2017	840.07
327111845	March 2017	Paid by Check #12479		03/24/2017	04/14/2017	04/14/2017		04/14/2017	123.07
327111936	Copy Machine	Paid by Check #12478		03/24/2017	04/14/2017	04/14/2017		04/14/2017	2,880.24
327414413	ACCT# 530029	Paid by Check #12477		03/28/2017	04/14/2017	04/14/2017		04/14/2017	2,019.27
Vendor 273 - US Bank Totals							Invoices	5	\$6,413.25
Vendor 101 - Valley Soil & Forest Products									
14050	Base Rock	Paid by Check #12481		03/15/2017	04/14/2017	04/14/2017		04/14/2017	150.00
14052	Base Rock	Paid by Check #12481		03/17/2017	04/14/2017	04/14/2017		04/14/2017	150.00
13963	State sand	Paid by Check #12481		03/21/2017	04/14/2017	04/14/2017		04/14/2017	130.00
13964	Base Rock	Paid by Check #12481		03/21/2017	04/14/2017	04/14/2017		04/14/2017	160.00
Vendor 101 - Valley Soil & Forest Products Totals							Invoices	4	\$590.00
Vendor 1195 - Viking Ready Mix Co. Inc.									
135141	Viking Ready Mix - Sidewalk Project	Paid by Check #12482		03/28/2017	04/14/2017	04/14/2017		04/14/2017	792.06
Vendor 1195 - Viking Ready Mix Co. Inc. Totals							Invoices	1	\$792.06



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Vendor 820 - Vulcan Materials Company									
71402155	Aggregate & Asphalt	Paid by Check #12483		03/24/2017	04/14/2017	04/14/2017		04/14/2017	671.28
Vendor 820 - Vulcan Materials Company Totals						Invoices	1		<u>\$671.28</u>
Vendor 14 - W & E Electric									
1702018	Repaired broker riser in restroom at Delgado Park	Paid by Check #12484		02/01/2017	04/14/2017	04/14/2017		04/14/2017	360.70
1703004	Replace bad P/C for downtown parking lot lights, streetlight con	Paid by Check #12484		03/06/2017	04/14/2017	04/14/2017		04/14/2017	156.75
1703027	Lighting repair at Votech	Paid by Check #12484		03/08/2017	04/14/2017	04/14/2017		04/14/2017	90.00
1703093	Change our 2 light relays at Votech	Paid by Check #12484		03/20/2017	04/14/2017	04/14/2017		04/14/2017	247.41
Vendor 14 - W & E Electric Totals						Invoices	4		<u>\$854.86</u>
Vendor 616 - Jordan Webster									
ACLS	Online Course Training	Paid by Check #12485		04/04/2017	04/14/2017	04/14/2017		04/14/2017	132.00
Vendor 616 - Jordan Webster Totals						Invoices	1		<u>\$132.00</u>
Grand Totals						Invoices	192		<u>\$478,743.71</u>



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Vendor 479 - Able Industries									
871298	Document Shredding	Paid by Check #12486		03/17/2017	04/21/2017	04/21/2017		04/21/2017	227.92
Vendor 479 - Able Industries Totals								Invoices 1	\$227.92
Vendor 48 - ADT Security Services									
S387864791	Fy 16/17-CS-Security Services 5/17-7/17	Paid by Check #12487		05/01/2017	04/21/2017	04/21/2017	04/17/2017	04/21/2017	138.33
S387864794	SECURITY AT 6675 AVE 412 - WWTP	Paid by Check #12487		05/01/2017	04/21/2017	04/21/2017		04/21/2017	156.33
S387864798	SECURITY FOR 110 S COLLEGE AVE	Paid by Check #12487		05/01/2017	04/21/2017	04/21/2017		04/21/2017	126.33
Vendor 48 - ADT Security Services Totals								Invoices 3	\$420.99
Vendor 263 - Advantek Benefit Administrators									
04/12/17	Funding request	Paid by Check #12488		04/12/2017	04/21/2017	04/21/2017		04/21/2017	6,202.72
Vendor 263 - Advantek Benefit Administrators Totals								Invoices 1	\$6,202.72
Vendor 876 - Adventist Health									
20170222-2	Occupational Health Screening	Paid by Check #12489		02/22/2017	04/21/2017	04/21/2017		04/21/2017	1,909.46
20170308-8	Professional Services	Paid by Check #12489		03/08/2017	04/21/2017	04/21/2017		04/21/2017	367.32
Vendor 876 - Adventist Health Totals								Invoices 2	\$2,276.78
Vendor 393 - Airgas NCN									
9944108167	Supplies	Paid by Check #12490		03/31/2017	04/21/2017	04/21/2017		04/21/2017	30.70
Vendor 393 - Airgas NCN Totals								Invoices 1	\$30.70
Vendor 1036 - Allstar Fire Equipment									
197014	Hose	Paid by Check #12491		03/15/2017	04/21/2017	04/21/2017		04/21/2017	373.68
Vendor 1036 - Allstar Fire Equipment Totals								Invoices 1	\$373.68
Vendor 20 - Ameritas Life Insurance									
May 2017	010-007745-00001 Dental premiums	Paid by Check #12492		04/03/2017	04/21/2017	04/21/2017		04/21/2017	17,156.52
Vendor 20 - Ameritas Life Insurance Totals								Invoices 1	\$17,156.52
Vendor 351 - Anthem Blue Cross									
094045301I	975A79192 Medders 5/1/17	Paid by Check #12494		04/06/2017	04/21/2017	04/21/2017		04/21/2017	106.00
094047095I	267M79870 Meinert 5/1/17	Paid by Check #12493		04/06/2017	04/21/2017	04/21/2017		04/21/2017	106.00
094047936I	530M82834 Canales 5/1/17	Paid by Check #12495		04/06/2017	04/21/2017	04/21/2017		04/21/2017	106.00
094065878I	299A24237 Tyler 5/1/17	Paid by Check #12497		04/07/2017	04/21/2017	04/21/2017		04/21/2017	159.80
094066372I	792A24403 Magyar 5/1/17	Paid by Check #12496		04/07/2017	04/21/2017	04/21/2017		04/21/2017	159.80
094076563I	267A23160 Valdez 5/1/17	Paid by Check #12498		04/07/2017	04/21/2017	04/21/2017		04/21/2017	168.00



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Vendor 351 - Anthem Blue Cross									
000394860E	05/01/2017 - 06/01/2017 premium	Paid by Check #12499		04/15/2017	04/21/2017	04/21/2017		04/21/2017	578.71
Vendor 351 - Anthem Blue Cross Totals							Invoices	7	\$1,384.31
Vendor 17 - AT&T									
55959606493/17	Telephone	Paid by Check #12500		03/26/2017	04/21/2017	04/21/2017		04/21/2017	242.80
25012719614/17	Telephone	Paid by Check #12500		04/01/2017	04/21/2017	04/21/2017		04/21/2017	73.92
93910547434/17	Telephone	Paid by Check #12501		04/02/2017	04/21/2017	04/21/2017		04/21/2017	98.55
93910544624/17	DSC Phone 591-2450 3/11 - 4/10/17	Paid by Check #12501		04/11/2017	04/21/2017	04/21/2017		04/21/2017	58.09
93910544634/17	Votech Phone 591-2883	Paid by Check #12501		04/11/2017	04/21/2017	04/21/2017		04/21/2017	19.66
9391054470 4/17	9391054470 4/10/17	Paid by Check #12501		04/11/2017	04/21/2017	04/21/2017		04/21/2017	20.55
9391054471 4/17	9391054471 4/10/17	Paid by Check #12501		04/11/2017	04/21/2017	04/21/2017		04/21/2017	17.76
9391054479 4/17	9391054473 4/10/17	Paid by Check #12501		04/11/2017	04/21/2017	04/21/2017		04/21/2017	19.66
9391054742 4/17	9391054742 4/10/17	Paid by Check #12501		04/11/2017	04/21/2017	04/21/2017		04/21/2017	157.24
93910547454/17	Votech Phone 596-2169	Paid by Check #12501		04/11/2017	04/21/2017	04/21/2017		04/21/2017	71.61
Vendor 17 - AT&T Totals							Invoices	10	\$779.84
Vendor 1269 - Avalanche Fire Protection									
120346	FD 5 year inspection	Paid by Check #12502		04/12/2017	04/21/2017	04/21/2017		04/21/2017	750.00
Vendor 1269 - Avalanche Fire Protection Totals							Invoices	1	\$750.00
Vendor 376 - BCS Consulting									
20290	Hard drive replacement for Dell server	Paid by Check #12503		04/10/2017	04/21/2017	04/21/2017		04/21/2017	182.28
Vendor 376 - BCS Consulting Totals							Invoices	1	\$182.28
Vendor 105 - Best Uniforms									
40724	Explorer uniform tabs	Paid by Check #12504		03/10/2017	04/21/2017	04/21/2017		04/21/2017	34.55
40738	Explorer belt equipment	Paid by Check #12504		03/24/2017	04/21/2017	04/21/2017		04/21/2017	307.94
Vendor 105 - Best Uniforms Totals							Invoices	2	\$342.49
Vendor 399 - BG Origin, Inc.									
2016-5300	Verizon Security Breach	Paid by Check #12505		12/09/2016	04/21/2017	04/21/2017		04/21/2017	85.00
Vendor 399 - BG Origin, Inc. Totals							Invoices	1	\$85.00
Vendor 116 - BSK Analytical Laboratories									
A708798	WATER SAMPLE TESTING	Paid by Check #12506		04/11/2017	04/21/2017	04/21/2017		04/21/2017	121.00
Vendor 116 - BSK Analytical Laboratories Totals							Invoices	1	\$121.00



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Vendor 503 - The Business Journal									
78645	Business Journal AD Randle Proj RFP	Paid by Check #12507		04/10/2017	04/21/2017	04/21/2017		04/21/2017	190.00
Vendor 503 - The Business Journal Totals							Invoices	1	\$190.00
Vendor 1275 - California Turf Equipment									
326701	Fy 16/17-Parks Tree trimming supplies	Paid by Check #12508		03/31/2017	04/21/2017	04/21/2017	04/17/2017	04/21/2017	3,102.49
Vendor 1275 - California Turf Equipment Totals							Invoices	1	\$3,102.49
Vendor 500 - Cara's Blueprint Express									
133065	COPIES RD 80 PHASE II AS BUILTS	Paid by Check #12509		04/07/2017	04/21/2017	04/21/2017		04/21/2017	392.79
133096	COPIES RD 80 WIDENING PLANS	Paid by Check #12509		04/10/2017	04/21/2017	04/21/2017		04/21/2017	126.92
Vendor 500 - Cara's Blueprint Express Totals							Invoices	2	\$519.71
Vendor 568 - Lourdes Chavez									
Reimburse 4/12	Safety Reimbursement softball equipment	Paid by Check #12510		04/12/2017	04/21/2017	04/21/2017		04/21/2017	87.40
Vendor 568 - Lourdes Chavez Totals							Invoices	1	\$87.40
Vendor 176 - Chick's Frame and Wheel Service									
36942	ALIGNMENT FOR BUS 7	Paid by Check #12511		04/03/2017	04/21/2017	04/21/2017		04/21/2017	48.99
Vendor 176 - Chick's Frame and Wheel Service Totals							Invoices	1	\$48.99
Vendor 240 - Clean Cut Landscape Management Inc.									
686	March 2017	Paid by Check #12512		03/31/2017	04/21/2017	04/21/2017		04/21/2017	17,581.70
Vendor 240 - Clean Cut Landscape Management Inc. Totals							Invoices	1	\$17,581.70
Vendor 170 - Comcast									
0136611 032617	cable service	Paid by Check #12513		03/26/2017	04/21/2017	04/21/2017		04/21/2017	53.74
0160181 4/7/17	Communications	Paid by Check #12516		04/07/2017	04/21/2017	04/21/2017		04/21/2017	393.70
0013307 4/9/17	Communications	Paid by Check #12515		04/09/2017	04/21/2017	04/21/2017		04/21/2017	158.84
0148160 4/11/17	Communications	Paid by Check #12514		04/11/2017	04/21/2017	04/21/2017		04/21/2017	146.12
Vendor 170 - Comcast Totals							Invoices	4	\$752.40
Vendor 3 - Culligan Water									
129762	PORTABLE EXCHANGE TANK	Paid by Check #12517		03/31/2017	04/21/2017	04/21/2017		04/21/2017	71.00
130194	PORTABLE EXCHANGE TANK & RENTAL SERVICE	Paid by Check #12517		03/31/2017	04/21/2017	04/21/2017		04/21/2017	69.00
130436	WATER SOFTENER RENTAL SERVICE	Paid by Check #12517		03/31/2017	04/21/2017	04/21/2017		04/21/2017	39.00



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Vendor 3 - Culligan Water									
130459	WATER SOFTENER RENTAL SERVICE - WELL 18	Paid by Check #12517		03/31/2017	04/21/2017	04/21/2017		04/21/2017	43.00
Vendor 3 - Culligan Water Totals							Invoices	4	\$222.00
Vendor 77 - Department of Justice									
229319	Blood alcohol analysis	Paid by Check #12518		04/12/2017	04/21/2017	04/21/2017		04/21/2017	280.00
Vendor 77 - Department of Justice Totals							Invoices	1	\$280.00
Vendor 85 - Dinuba Lions Club									
April 2017	Dues & Subscriptions	Paid by Check #12519		04/19/2017	04/21/2017	04/21/2017		04/21/2017	94.00
Vendor 85 - Dinuba Lions Club Totals							Invoices	1	\$94.00
Vendor 4 - Dinuba Lumber Company									
10652261	Maintenance	Paid by Check #12520		03/01/2017	04/21/2017	04/21/2017		04/21/2017	(3.50)
10652276	Maintenance	Paid by Check #12520		03/01/2017	04/21/2017	04/21/2017		04/21/2017	35.10
10652307	Maintenance	Paid by Check #12520		03/01/2017	04/21/2017	04/21/2017		04/21/2017	61.85
10652310	Maintenance	Paid by Check #12520		03/01/2017	04/21/2017	04/21/2017		04/21/2017	9.74
10652313	Maintenance	Paid by Check #12520		03/01/2017	04/21/2017	04/21/2017		04/21/2017	59.66
10652348	Maintenance	Paid by Check #12520		03/01/2017	04/21/2017	04/21/2017		04/21/2017	37.54
10652390	Maintenance	Paid by Check #12520		03/02/2017	04/21/2017	04/21/2017		04/21/2017	5.46
10652391	Maintenance	Paid by Check #12520		03/02/2017	04/21/2017	04/21/2017		04/21/2017	10.72
10652396	Maintenance	Paid by Check #12520		03/02/2017	04/21/2017	04/21/2017		04/21/2017	23.43
10652404	Maintenance	Paid by Check #12520		03/02/2017	04/21/2017	04/21/2017		04/21/2017	111.57
10652420	Maintenance	Paid by Check #12520		03/02/2017	04/21/2017	04/21/2017		04/21/2017	16.59
10652489	Maintenance	Paid by Check #12520		03/02/2017	04/21/2017	04/21/2017		04/21/2017	64.42
10652530	Maintenance	Paid by Check #12520		03/03/2017	04/21/2017	04/21/2017		04/21/2017	48.73
10652534	Maintenance	Paid by Check #12520		03/03/2017	04/21/2017	04/21/2017		04/21/2017	45.87
10652550	Maintenance	Paid by Check #12520		03/03/2017	04/21/2017	04/21/2017		04/21/2017	87.60
10652554	Maintenance	Paid by Check #12520		03/03/2017	04/21/2017	04/21/2017		04/21/2017	24.36
10652574	Maintenance	Paid by Check #12520		03/03/2017	04/21/2017	04/21/2017		04/21/2017	2.30
10652597	Maintenance	Paid by Check #12520		03/03/2017	04/21/2017	04/21/2017		04/21/2017	23.38
10652621	Maintenance	Paid by Check #12520		03/03/2017	04/21/2017	04/21/2017		04/21/2017	24.98
10652658	Maintenance	Paid by Check #12520		03/03/2017	04/21/2017	04/21/2017		04/21/2017	20.85
10652684	Maintenance	Paid by Check #12520		03/04/2017	04/21/2017	04/21/2017		04/21/2017	24.40
10652716	Maintenance	Paid by Check #12520		03/04/2017	04/21/2017	04/21/2017		04/21/2017	40.98
10652778	Maintenance	Paid by Check #12520		03/06/2017	04/21/2017	04/21/2017		04/21/2017	11.27
10652783	Maintenance	Paid by Check #12520		03/06/2017	04/21/2017	04/21/2017		04/21/2017	25.38
10652833	Maintenance	Paid by Check #12520		03/06/2017	04/21/2017	04/21/2017		04/21/2017	53.70
10652876	Maintenance	Paid by Check #12520		03/06/2017	04/21/2017	04/21/2017		04/21/2017	13.66
10652933	Maintenance	Paid by Check #12520		03/07/2017	04/21/2017	04/21/2017		04/21/2017	23.20



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Vendor 4 - Dinuba Lumber Company									
10652951	Maintenance	Paid by Check #12520		03/07/2017	04/21/2017	04/21/2017		04/21/2017	29.64
10652959	Maintenance	Paid by Check #12520		03/07/2017	04/21/2017	04/21/2017		04/21/2017	20.12
10652981	Maintenance	Paid by Check #12520		03/07/2017	04/21/2017	04/21/2017		04/21/2017	2.90
10652988	Maintenance	Paid by Check #12520		03/07/2017	04/21/2017	04/21/2017		04/21/2017	(.65)
10653049	Maintenance	Paid by Check #12520		03/07/2017	04/21/2017	04/21/2017		04/21/2017	6.52
10653050	Maintenance	Paid by Check #12520		03/07/2017	04/21/2017	04/21/2017		04/21/2017	2.97
10653066	Maintenance	Paid by Check #12520		03/07/2017	04/21/2017	04/21/2017		04/21/2017	34.15
10653068	Maintenance	Paid by Check #12520		03/07/2017	04/21/2017	04/21/2017		04/21/2017	28.30
10653082	Maintenance	Paid by Check #12520		03/08/2017	04/21/2017	04/21/2017		04/21/2017	27.24
10653104	Maintenance	Paid by Check #12520		03/08/2017	04/21/2017	04/21/2017		04/21/2017	13.44
10653133	Maintenance	Paid by Check #12520		03/08/2017	04/21/2017	04/21/2017		04/21/2017	49.77
10653161	Maintenance	Paid by Check #12520		03/08/2017	04/21/2017	04/21/2017		04/21/2017	25.67
10653191	Maintenance	Paid by Check #12520		03/08/2017	04/21/2017	04/21/2017		04/21/2017	38.63
10653210	Concrete Saw	Paid by Check #12520		03/09/2017	04/21/2017	04/21/2017		04/21/2017	3,146.45
10653213	Maintenance	Paid by Check #12520		03/09/2017	04/21/2017	04/21/2017		04/21/2017	11.11
10653224	Maintenance	Paid by Check #12520		03/09/2017	04/21/2017	04/21/2017		04/21/2017	24.10
10653241	Maintenance	Paid by Check #12520		03/09/2017	04/21/2017	04/21/2017		04/21/2017	1.67
10653260	Maintenance	Paid by Check #12520		03/09/2017	04/21/2017	04/21/2017		04/21/2017	.24
10653265	Maintenance	Paid by Check #12520		03/09/2017	04/21/2017	04/21/2017		04/21/2017	16.28
10653271	Maintenance	Paid by Check #12520		03/09/2017	04/21/2017	04/21/2017		04/21/2017	21.47
10653272	Maintenance	Paid by Check #12520		03/09/2017	04/21/2017	04/21/2017		04/21/2017	4.28
10653311	Maintenance	Paid by Check #12520		03/10/2017	04/21/2017	04/21/2017		04/21/2017	49.77
10653360	Maintenance	Paid by Check #12520		03/10/2017	04/21/2017	04/21/2017		04/21/2017	4.48
10653361	Maintenance	Paid by Check #12520		03/10/2017	04/21/2017	04/21/2017		04/21/2017	5.22
10653370	Maintenance	Paid by Check #12520		03/10/2017	04/21/2017	04/21/2017		04/21/2017	127.38
10653403	Maintenance	Paid by Check #12520		03/10/2017	04/21/2017	04/21/2017		04/21/2017	6.21
10653430	Maintenance	Paid by Check #12520		03/11/2017	04/21/2017	04/21/2017		04/21/2017	20.47
10653466	Maintenance	Paid by Check #12520		03/11/2017	04/21/2017	04/21/2017		04/21/2017	84.02
10653533	Maintenance	Paid by Check #12520		03/12/2017	04/21/2017	04/21/2017		04/21/2017	24.40
10653534	Maintenance	Paid by Check #12520		03/12/2017	04/21/2017	04/21/2017		04/21/2017	20.11
10653535	Maintenance	Paid by Check #12520		03/12/2017	04/21/2017	04/21/2017		04/21/2017	2.33
10653562	Maintenance	Paid by Check #12520		03/13/2017	04/21/2017	04/21/2017		04/21/2017	75.58
10653577	Maintenance	Paid by Check #12520		03/13/2017	04/21/2017	04/21/2017		04/21/2017	13.66
10653585	Maintenance	Paid by Check #12520		03/13/2017	04/21/2017	04/21/2017		04/21/2017	13.65
10653591	Maintenance	Paid by Check #12520		03/13/2017	04/21/2017	04/21/2017		04/21/2017	25.47
10653592	Maintenance	Paid by Check #12520		03/13/2017	04/21/2017	04/21/2017		04/21/2017	8.67
10653677	Maintenance	Paid by Check #12520		03/13/2017	04/21/2017	04/21/2017		04/21/2017	23.00
10653678	Maintenance	Paid by Check #12520		03/13/2017	04/21/2017	04/21/2017		04/21/2017	20.28
10653700	Maintenance	Paid by Check #12520		03/14/2017	04/21/2017	04/21/2017		04/21/2017	4.30
10653809	Maintenance	Paid by Check #12520		03/14/2017	04/21/2017	04/21/2017		04/21/2017	31.90
10653812	Maintenance	Paid by Check #12520		03/15/2017	04/21/2017	04/21/2017		04/21/2017	5.16



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Vendor 4 - Dinuba Lumber Company									
10653816	Maintenance	Paid by Check #12520		03/15/2017	04/21/2017	04/21/2017		04/21/2017	(1.07)
10653835	Maintenance	Paid by Check #12520		03/15/2017	04/21/2017	04/21/2017		04/21/2017	67.44
10653836	Maintenance	Paid by Check #12520		03/15/2017	04/21/2017	04/21/2017		04/21/2017	8.39
10653863	Maintenance	Paid by Check #12520		03/15/2017	04/21/2017	04/21/2017		04/21/2017	25.27
10653865	Maintenance	Paid by Check #12520		03/15/2017	04/21/2017	04/21/2017		04/21/2017	2.97
10653906	Maintenance	Paid by Check #12520		03/15/2017	04/21/2017	04/21/2017		04/21/2017	46.67
10653921	Maintenance	Paid by Check #12520		03/15/2017	04/21/2017	04/21/2017		04/21/2017	49.78
10653930	Maintenance	Paid by Check #12520		03/15/2017	04/21/2017	04/21/2017		04/21/2017	14.63
10653963	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	26.33
10653965	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	10.85
10653968	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	8.94
10653971	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	2.72
10653972	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	8.57
10653975	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	9.75
10653976	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	(12.68)
10653977	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	12.59
10653978	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	12.54
10653990	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	6.91
10653992	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	17.92
10654001	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	26.66
10654018	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	.49
10654040	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	3.59
10654046	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	161.07
10654049	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	9.33
10654055	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	19.70
10654057	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	8.38
10654063	Maintenance	Paid by Check #12520		03/16/2017	04/21/2017	04/21/2017		04/21/2017	27.08
10654101	Maintenance	Paid by Check #12520		03/17/2017	04/21/2017	04/21/2017		04/21/2017	8.66
10654105	Maintenance	Paid by Check #12520		03/17/2017	04/21/2017	04/21/2017		04/21/2017	19.26
10654106	Maintenance	Paid by Check #12520		03/17/2017	04/21/2017	04/21/2017		04/21/2017	2.33
10654117	Maintenance	Paid by Check #12520		03/17/2017	04/21/2017	04/21/2017		04/21/2017	79.94
10654143	Maintenance	Paid by Check #12520		03/17/2017	04/21/2017	04/21/2017		04/21/2017	7.01
10654156	Maintenance	Paid by Check #12520		03/17/2017	04/21/2017	04/21/2017		04/21/2017	28.75
10654194	Maintenance	Paid by Check #12520		03/17/2017	04/21/2017	04/21/2017		04/21/2017	12.87
10654198	Maintenance	Paid by Check #12520		03/17/2017	04/21/2017	04/21/2017		04/21/2017	26.93
10654233	Maintenance	Paid by Check #12520		03/18/2017	04/21/2017	04/21/2017		04/21/2017	15.60
10654249	Maintenance	Paid by Check #12520		03/18/2017	04/21/2017	04/21/2017		04/21/2017	27.32
10654377	Maintenance	Paid by Check #12520		03/20/2017	04/21/2017	04/21/2017		04/21/2017	31.80
10654414	Maintenance	Paid by Check #12520		03/20/2017	04/21/2017	04/21/2017		04/21/2017	4.41
10654456	Maintenance	Paid by Check #12520		03/20/2017	04/21/2017	04/21/2017		04/21/2017	52.08
10654458	Maintenance	Paid by Check #12520		03/20/2017	04/21/2017	04/21/2017		04/21/2017	(2.04)



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Vendor 4 - Dinuba Lumber Company									
10654459	Maintenance	Paid by Check #12520		03/20/2017	04/21/2017	04/21/2017		04/21/2017	11.63
10654460	Maintenance	Paid by Check #12520		03/20/2017	04/21/2017	04/21/2017		04/21/2017	(52.08)
10654461	Maintenance	Paid by Check #12520		03/20/2017	04/21/2017	04/21/2017		04/21/2017	(52.08)
10654467	Maintenance	Paid by Check #12520		03/20/2017	04/21/2017	04/21/2017		04/21/2017	8.15
10654507	Maintenance	Paid by Check #12520		03/20/2017	04/21/2017	04/21/2017		04/21/2017	7.01
10654513	Maintenance	Paid by Check #12520		03/21/2017	04/21/2017	04/21/2017		04/21/2017	12.68
10654556	Maintenance	Paid by Check #12520		03/21/2017	04/21/2017	04/21/2017		04/21/2017	7.33
10654560	Maintenance	Paid by Check #12520		03/21/2017	04/21/2017	04/21/2017		04/21/2017	17.56
10654564	Maintenance	Paid by Check #12520		03/21/2017	04/21/2017	04/21/2017		04/21/2017	9.75
10654565	Maintenance	Paid by Check #12520		03/21/2017	04/21/2017	04/21/2017		04/21/2017	1.94
10654606	Maintenance	Paid by Check #12520		03/21/2017	04/21/2017	04/21/2017		04/21/2017	53.17
10654607	Maintenance	Paid by Check #12520		03/21/2017	04/21/2017	04/21/2017		04/21/2017	14.82
10654631	Maintenance	Paid by Check #12520		03/21/2017	04/21/2017	04/21/2017		04/21/2017	4.07
10654676	Maintenance	Paid by Check #12520		03/22/2017	04/21/2017	04/21/2017		04/21/2017	52.04
10654679	Maintenance	Paid by Check #12520		03/22/2017	04/21/2017	04/21/2017		04/21/2017	40.37
10654695	Maintenance	Paid by Check #12520		03/22/2017	04/21/2017	04/21/2017		04/21/2017	12.49
10654697	Maintenance	Paid by Check #12520		03/22/2017	04/21/2017	04/21/2017		04/21/2017	5.33
10654710	Maintenance	Paid by Check #12520		03/22/2017	04/21/2017	04/21/2017		04/21/2017	2.43
10654724	Maintenance	Paid by Check #12520		03/22/2017	04/21/2017	04/21/2017		04/21/2017	4.87
10654727	Maintenance	Paid by Check #12520		03/22/2017	04/21/2017	04/21/2017		04/21/2017	7.56
10654737	Maintenance	Paid by Check #12520		03/22/2017	04/21/2017	04/21/2017		04/21/2017	58.57
10654788	Maintenance	Paid by Check #12520		03/22/2017	04/21/2017	04/21/2017		04/21/2017	20.59
10654809	Maintenance	Paid by Check #12520		03/23/2017	04/21/2017	04/21/2017		04/21/2017	62.02
10654821	Maintenance	Paid by Check #12520		03/23/2017	04/21/2017	04/21/2017		04/21/2017	6.82
10654825	Maintenance	Paid by Check #12520		03/23/2017	04/21/2017	04/21/2017		04/21/2017	2.71
10654912	Maintenance	Paid by Check #12520		03/23/2017	04/21/2017	04/21/2017		04/21/2017	29.26
10654965	Maintenance	Paid by Check #12520		03/24/2017	04/21/2017	04/21/2017		04/21/2017	28.02
10654966	Maintenance	Paid by Check #12520		03/24/2017	04/21/2017	04/21/2017		04/21/2017	4.87
10654976	Maintenance	Paid by Check #12520		03/24/2017	04/21/2017	04/21/2017		04/21/2017	(9.75)
10654977	Maintenance	Paid by Check #12520		03/24/2017	04/21/2017	04/21/2017		04/21/2017	7.64
10655058	Maintenance	Paid by Check #12520		03/24/2017	04/21/2017	04/21/2017		04/21/2017	187.36
10655096	Maintenance	Paid by Check #12520		03/25/2017	04/21/2017	04/21/2017		04/21/2017	14.64
10655186	Maintenance	Paid by Check #12520		03/27/2017	04/21/2017	04/21/2017		04/21/2017	18.19
10655212	Building Maintenance & Supplies	Paid by Check #12520		03/27/2017	04/21/2017	04/21/2017		04/21/2017	5.16
10655267	Maintenance	Paid by Check #12520		03/27/2017	04/21/2017	04/21/2017		04/21/2017	10.38
10655304	Maintenance	Paid by Check #12520		03/28/2017	04/21/2017	04/21/2017		04/21/2017	26.35
10655323	Maintenance	Paid by Check #12520		03/28/2017	04/21/2017	04/21/2017		04/21/2017	38.07
10655330	Maintenance	Paid by Check #12520		03/28/2017	04/21/2017	04/21/2017		04/21/2017	18.73
10655361	Maintenance	Paid by Check #12520		03/28/2017	04/21/2017	04/21/2017		04/21/2017	9.75
10655366	Maintenance	Paid by Check #12520		03/28/2017	04/21/2017	04/21/2017		04/21/2017	82.08
10655394	Maintenance	Paid by Check #12520		03/28/2017	04/21/2017	04/21/2017		04/21/2017	42.22



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Vendor 4 - Dinuba Lumber Company									
10655400	Maintenance	Paid by Check #12520		03/28/2017	04/21/2017	04/21/2017		04/21/2017	62.47
10655463	Building Maintenance & Supplies	Paid by Check #12520		03/29/2017	04/21/2017	04/21/2017		04/21/2017	34.71
10655476	Maintenance	Paid by Check #12520		03/29/2017	04/21/2017	04/21/2017		04/21/2017	13.66
10655483	Maintenance	Paid by Check #12520		03/29/2017	04/21/2017	04/21/2017		04/21/2017	48.80
10655513	Maintenance	Paid by Check #12520		03/29/2017	04/21/2017	04/21/2017		04/21/2017	103.64
10655537	Maintenance	Paid by Check #12520		03/29/2017	04/21/2017	04/21/2017		04/21/2017	4.87
10655553	Maintenance	Paid by Check #12520		03/29/2017	04/21/2017	04/21/2017		04/21/2017	66.34
10655572	Maintenance	Paid by Check #12520		03/29/2017	04/21/2017	04/21/2017		04/21/2017	22.42
10655577	Maintenance	Paid by Check #12520		03/30/2017	04/21/2017	04/21/2017		04/21/2017	136.69
10655600	Maintenance	Paid by Check #12520		03/30/2017	04/21/2017	04/21/2017		04/21/2017	36.10
10655613	Maintenance	Paid by Check #12520		03/30/2017	04/21/2017	04/21/2017		04/21/2017	45.00
10655629	Maintenance	Paid by Check #12520		03/30/2017	04/21/2017	04/21/2017		04/21/2017	18.03
10655636	Maintenance	Paid by Check #12520		03/30/2017	04/21/2017	04/21/2017		04/21/2017	1.94
10655644	Maintenance	Paid by Check #12520		03/30/2017	04/21/2017	04/21/2017		04/21/2017	18.02
10655663	Maintenance	Paid by Check #12520		03/30/2017	04/21/2017	04/21/2017		04/21/2017	28.88
10655800	Maintenance	Paid by Check #12520		03/31/2017	04/21/2017	04/21/2017		04/21/2017	14.53
10655818	Maintenance	Paid by Check #12520		03/31/2017	04/21/2017	04/21/2017		04/21/2017	24.97
Vendor 4 - Dinuba Lumber Company Totals							Invoices	167	\$7,377.13
Vendor 341 - Dinuba Tires LLC									
69912	TIRE MOUNT FOR BUS 7	Paid by Check #12521		04/11/2017	04/21/2017	04/21/2017		04/21/2017	20.00
Vendor 341 - Dinuba Tires LLC Totals							Invoices	1	\$20.00
Vendor 138 - Dinuba Towing									
34775	Towing fees for CFS 108	Paid by Check #12522		03/10/2017	04/21/2017	04/21/2017		04/21/2017	160.00
34773	towing fees for DF1700855	Paid by Check #12522		03/12/2017	04/21/2017	04/21/2017		04/21/2017	160.00
34865	Towing fees for DF1701102	Paid by Check #12522		03/27/2017	04/21/2017	04/21/2017		04/21/2017	160.00
Vendor 138 - Dinuba Towing Totals							Invoices	3	\$480.00
Vendor 62 - Ed Dena's Auto Center									
CTCS249092	Repairs for vehicle M-735	Paid by Check #12523		03/29/2017	04/21/2017	04/21/2017		04/21/2017	2,606.39
201354CVR	DOOR HINGE FOR VEHICLE U 07	Paid by Check #12523		04/10/2017	04/21/2017	04/21/2017		04/21/2017	192.21
Vendor 62 - Ed Dena's Auto Center Totals							Invoices	2	\$2,798.60
Vendor 280 - Entersect									
317EP31191A	Entersect Police Online Access	Paid by Check #12524		03/31/2017	04/21/2017	04/21/2017		04/21/2017	79.00
Vendor 280 - Entersect Totals							Invoices	1	\$79.00
Vendor 16 - Ernest Packaging Solutions									
207905	Fy 16/17-Parks-Cleaning supplies- pinesol	Paid by Check #12525		03/31/2017	04/21/2017	04/21/2017	04/06/2017	04/21/2017	95.91
Vendor 16 - Ernest Packaging Solutions Totals							Invoices	1	\$95.91



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Vendor 36 - Ewing Irrigation Products									
3082400	Fy 16/17-Parks-Supplies	Paid by Check #12526		04/07/2017	04/21/2017	04/21/2017	04/14/2017	04/21/2017	40.58
		Vendor 36 - Ewing Irrigation Products Totals				Invoices	1		\$40.58
Vendor 292 - Ewings, LLC									
33117A	Police Notepads	Paid by Check #12527		03/31/2017	04/21/2017	04/21/2017		04/21/2017	1,084.90
		Vendor 292 - Ewings, LLC Totals				Invoices	1		\$1,084.90
Vendor 442 - Fastenal Company									
CAREE34551	GLOVES - WWTP	Paid by Check #12528		03/20/2017	04/21/2017	04/21/2017		04/21/2017	312.94
		Vendor 442 - Fastenal Company Totals				Invoices	1		\$312.94
Vendor 235 - FERGUSON ENTERPRISES, INC.									
1257260	ATNENNA FOR WATER DEPT.	Paid by Check #12529		04/10/2017	04/21/2017	04/21/2017		04/21/2017	150.88
		Vendor 235 - FERGUSON ENTERPRISES, INC. Totals				Invoices	1		\$150.88
Vendor 25 - The Fresno Bee									
397321	Fresno Bee	Paid by Check #12530		03/26/2017	04/21/2017	04/21/2017		04/21/2017	718.90
		Vendor 25 - The Fresno Bee Totals				Invoices	1		\$718.90
Vendor 765 - Future Ford of Clovis									
698523	GEAR BOX FOR BUS 7	Paid by Check #12531		04/12/2017	04/21/2017	04/21/2017		04/21/2017	887.85
		Vendor 765 - Future Ford of Clovis Totals				Invoices	1		\$887.85
Vendor 825 - G & K Services, Co.									
1258876470	City Hall	Paid by Check #12532		03/01/2017	04/21/2017	04/21/2017		04/21/2017	50.20
1258876473	Fire Dept Office	Paid by Check #12532		03/01/2017	04/21/2017	04/21/2017		04/21/2017	17.26
1258876474	Fire Dept	Paid by Check #12532		03/01/2017	04/21/2017	04/21/2017		04/21/2017	88.27
1258877047	Wastewater	Paid by Check #12532		03/02/2017	04/21/2017	04/21/2017		04/21/2017	71.93
1258877050	Parks	Paid by Check #12532		03/02/2017	04/21/2017	04/21/2017		04/21/2017	79.71
1258877051	PW Facility	Paid by Check #12532		03/02/2017	04/21/2017	04/21/2017		04/21/2017	55.36
1258877052	Fleet maintenance	Paid by Check #12532		03/02/2017	04/21/2017	04/21/2017		04/21/2017	142.16
1258879198	City Hall	Paid by Check #12532		03/08/2017	04/21/2017	04/21/2017		04/21/2017	50.20
1258879199	Senior Citizens	Paid by Check #12532		03/08/2017	04/21/2017	04/21/2017		04/21/2017	36.92
1258879202	Fire Dept	Paid by Check #12532		03/08/2017	04/21/2017	04/21/2017		04/21/2017	88.27
1258879745	Wastewater	Paid by Check #12532		03/09/2017	04/21/2017	04/21/2017		04/21/2017	71.93
1258879749	Parks	Paid by Check #12532		03/09/2017	04/21/2017	04/21/2017		04/21/2017	79.71
1258879750	Contractual	Paid by Check #12532		03/09/2017	04/21/2017	04/21/2017		04/21/2017	55.36
1258879751	Contractual	Paid by Check #12532		03/09/2017	04/21/2017	04/21/2017		04/21/2017	142.16
1258881896	City Hall	Paid by Check #12532		03/15/2017	04/21/2017	04/21/2017		04/21/2017	50.20
1258881899	Fire Dept Office	Paid by Check #12532		03/15/2017	04/21/2017	04/21/2017		04/21/2017	17.26
1258881900	Fire Dept	Paid by Check #12532		03/15/2017	04/21/2017	04/21/2017		04/21/2017	88.27



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Vendor 825 - G & K Services, Co.									
1258882459	Wastewater	Paid by Check #12532		03/16/2017	04/21/2017	04/21/2017		04/21/2017	71.93
1258882462	Parks	Paid by Check #12532		03/16/2017	04/21/2017	04/21/2017		04/21/2017	79.71
1258882463	Contractual	Paid by Check #12532		03/16/2017	04/21/2017	04/21/2017		04/21/2017	55.36
1258882464	Contractual	Paid by Check #12532		03/16/2017	04/21/2017	04/21/2017		04/21/2017	162.71
1258884598	City Hall	Paid by Check #12532		03/22/2017	04/21/2017	04/21/2017		04/21/2017	50.20
1258884599	Senior Citizens	Paid by Check #12532		03/22/2017	04/21/2017	04/21/2017		04/21/2017	36.92
1258884602	Fire Dept	Paid by Check #12532		03/22/2017	04/21/2017	04/21/2017		04/21/2017	88.27
1258885143	Wastewater	Paid by Check #12532		03/23/2017	04/21/2017	04/21/2017		04/21/2017	71.93
1258885147	Parks	Paid by Check #12532		03/23/2017	04/21/2017	04/21/2017		04/21/2017	157.79
1258885148	Contractual	Paid by Check #12532		03/23/2017	04/21/2017	04/21/2017		04/21/2017	55.36
1258885149	Contractual	Paid by Check #12532		03/23/2017	04/21/2017	04/21/2017		04/21/2017	142.16
1258887290	City Hall	Paid by Check #12532		03/29/2017	04/21/2017	04/21/2017		04/21/2017	50.20
1258887292	Fire Dept Office	Paid by Check #12532		03/29/2017	04/21/2017	04/21/2017		04/21/2017	17.26
1258887293	Fire Dept	Paid by Check #12532		03/29/2017	04/21/2017	04/21/2017		04/21/2017	88.27
1258887853	Wastewater	Paid by Check #12532		03/30/2017	04/21/2017	04/21/2017		04/21/2017	71.93
1258887856	Parks	Paid by Check #12532		03/30/2017	04/21/2017	04/21/2017		04/21/2017	103.90
1258887857	Contractual	Paid by Check #12532		03/30/2017	04/21/2017	04/21/2017		04/21/2017	55.36
1258887858	Contractual	Paid by Check #12532		03/30/2017	04/21/2017	04/21/2017		04/21/2017	162.71
1258892702	Transit- 4/12/17 service	Paid by Check #12532		04/12/2017	04/21/2017	04/21/2017		04/21/2017	72.62
Vendor 825 - G & K Services, Co. Totals							Invoices	36	\$2,779.76
Vendor 18 - The Gas Company									
029715794594/17	Utilities	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	15.29
048615840454/17	Utilities	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	55.65
099015580084/17	Utilities	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	138.68
109549659674/17	Votech Gas 3/3 - 4/3/17	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	147.37
113715786494/17	utilities - gas	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	79.33
126315560034/17	DSC Gas 3/3 - 4/3/17	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	101.02
162015670014/17	Utilities	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	129.26
16201580004 4/17	April 2017	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	31.30
164115670074/17	Utilities	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	33.19
168351381874/17	Transit 3/3/17-4/3/17	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	93.96
183098544974/17	utilities - gas	Paid by Check #12533		04/05/2017	04/21/2017	04/21/2017		04/21/2017	97.24
086574247124/17	Utilities	Paid by Check #12533		04/06/2017	04/21/2017	04/21/2017		04/21/2017	5,973.98
128552035974/17	Utilities	Paid by Check #12533		04/06/2017	04/21/2017	04/21/2017		04/21/2017	5.18
Vendor 18 - The Gas Company Totals							Invoices	13	\$6,901.45
Vendor 252 - Geil Enterprises, Inc.									
322730	Installation of 3 readers - County to be billed for 1/2 the cost	Paid by Check #12534		03/31/2017	04/21/2017	04/21/2017		04/21/2017	1,195.50
Vendor 252 - Geil Enterprises, Inc. Totals							Invoices	1	\$1,195.50



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Vendor 712 - Golden State Overnight									
3314234	Postage	Paid by Check #12535		03/31/2017	04/21/2017	04/21/2017		04/21/2017	33.19
Vendor 712 - Golden State Overnight Totals								Invoices 1	\$33.19
Vendor 242 - Green Box Rentals, Inc.									
47196	Fy 16/17-CS-Monthly storage container rental	Paid by Check #12536		04/11/2017	04/21/2017	04/21/2017	04/11/2017	04/21/2017	70.53
Vendor 242 - Green Box Rentals, Inc. Totals								Invoices 1	\$70.53
Vendor 379 - Guardian EMS Products									
5731185	Supplies	Paid by Check #12537		04/12/2017	04/21/2017	04/21/2017		04/21/2017	45.58
Vendor 379 - Guardian EMS Products Totals								Invoices 1	\$45.58
Vendor 1152 - Hedron									
1514-06	Hedron Fire Station No.2 design	Paid by Check #12538		03/31/2017	04/21/2017	04/21/2017		04/21/2017	37,806.00
Vendor 1152 - Hedron Totals								Invoices 1	\$37,806.00
Vendor 139 - Henry Schein Inc.									
40588586	Supplies	Paid by Check #12539		04/10/2017	04/21/2017	04/21/2017		04/21/2017	891.44
40588674	Supplies	Paid by Check #12539		04/10/2017	04/21/2017	04/21/2017		04/21/2017	75.95
Vendor 139 - Henry Schein Inc. Totals								Invoices 2	\$967.39
Vendor 490 - Hobbs Construction Inc.									
8	Hobbs Const. CNG Phase II	Paid by Check #12540		03/16/2017	04/21/2017	04/21/2017		04/21/2017	78,870.67
Vendor 490 - Hobbs Construction Inc. Totals								Invoices 1	\$78,870.67
Vendor 174 - Howard's Pest Control									
0257301	Fy 16/17-Sportsplex-Pest control serv @ the plex	Paid by Check #12541		04/03/2017	04/21/2017	04/21/2017	04/17/2017	04/21/2017	87.00
0257333	PEST CONTROL - WWTP	Paid by Check #12541		04/03/2017	04/21/2017	04/21/2017		04/21/2017	35.00
0257473	Fy 16/17-Parks-Pest Control serv @ Delgado/KC	Paid by Check #12541		04/03/2017	04/21/2017	04/21/2017	04/17/2017	04/21/2017	36.00
0257475	Fy 16/17-Parks-Pest control srvc @ Vuich Park	Paid by Check #12541		04/10/2017	04/21/2017	04/21/2017	04/17/2017	04/21/2017	55.00
0257476	Transit - 4/10/17 service	Paid by Check #12541		04/10/2017	04/21/2017	04/21/2017		04/21/2017	50.00
0257624	PEST CONTROL - Customer No. KA1088	Paid by Check #12541		04/12/2017	04/21/2017	04/21/2017		04/21/2017	105.00
257470	April 2017	Paid by Check #12541		04/12/2017	04/21/2017	04/21/2017		04/21/2017	63.00
Vendor 174 - Howard's Pest Control Totals								Invoices 7	\$431.00
Vendor 1281 - Interstate Sales/T-Man Traffic Supply									
15207	CURB AMBER REFLECTORS	Paid by Check #12542		03/28/2017	04/21/2017	04/21/2017		04/21/2017	108.23
Vendor 1281 - Interstate Sales/T-Man Traffic Supply Totals								Invoices 1	\$108.23



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Vendor 43 - Jack's Refrigeration Inc.									
25396	Service Call	Paid by Check #12543		03/24/2017	04/21/2017	04/21/2017		04/21/2017	305.83
Vendor 43 - Jack's Refrigeration Inc. Totals								Invoices	1
									<u>\$305.83</u>
Vendor 472 - Jacobson James & Associates									
1702.0128	Wellhead maintenance & well re-development services February 201	Paid by Check #12544		03/15/2017	04/21/2017	04/21/2017		04/21/2017	22,591.10
1703.0173	SENTINEL WELL MONITORING - MARCH 2017	Paid by Check #12544		04/13/2017	04/21/2017	04/21/2017		04/21/2017	859.82
1703.0176	SENTINEL WELL MONITORING - MARCH 2017	Paid by Check #12544		04/13/2017	04/21/2017	04/21/2017		04/21/2017	1,838.00
Vendor 472 - Jacobson James & Associates Totals								Invoices	3
									<u>\$25,288.92</u>
Vendor 5 - Jorgensen & Co.									
5656434	MEDICAL SUPPLIES	Paid by Check #12545		04/10/2017	04/21/2017	04/21/2017		04/21/2017	27.88
Vendor 5 - Jorgensen & Co. Totals								Invoices	1
									<u>\$27.88</u>
Vendor 56 - Kenneth D. Schmidt and Associates									
04042017	REVISED WORKPLAN FOR WWTF MONITOR WELLS	Paid by Check #12546		04/04/2017	04/21/2017	04/21/2017		04/21/2017	1,133.18
Vendor 56 - Kenneth D. Schmidt and Associates Totals								Invoices	1
									<u>\$1,133.18</u>
Vendor 318 - Kingsburg Veterinary Clinic									
484528	Vaccines for Walker	Paid by Check #12547		03/31/2017	04/21/2017	04/21/2017		04/21/2017	47.00
Vendor 318 - Kingsburg Veterinary Clinic Totals								Invoices	1
									<u>\$47.00</u>
Vendor 796 - L.N. Curtis & Sons									
INV92636	Gaskets	Paid by Check #12548		04/04/2017	04/21/2017	04/21/2017		04/21/2017	138.51
Vendor 796 - L.N. Curtis & Sons Totals								Invoices	1
									<u>\$138.51</u>
Vendor 160 - MidValley Publishing Inc.									
0302923-IN	Fy 16/17-SE-Rummage Sale Advertisement	Paid by Check #12549		03/23/2017	04/21/2017	04/21/2017	04/06/2017	04/21/2017	102.50
0012466 2017	Fy 16/17-CS-Newspaper subscription	Paid by Check #12549		03/27/2017	04/21/2017	04/21/2017	04/03/2017	04/21/2017	25.00
0302941-IN	PW RECRUITMENT AD	Paid by Check #12549		03/30/2017	04/21/2017	04/21/2017		04/21/2017	48.50
0303125-IN	Fy 16/17-CS-Repealing Ord 2012-04 Commission	Paid by Check #12549		03/30/2017	04/21/2017	04/21/2017	04/11/2017	04/21/2017	210.00
0303126-IN	MidValley Publishing Civil Eng	Paid by Check #12549		03/30/2017	04/21/2017	04/21/2017		04/21/2017	165.00
Vendor 160 - MidValley Publishing Inc. Totals								Invoices	5
									<u>\$551.00</u>
Vendor 22 - Moore Twining Associates Inc.									
7126452	WWTP LAB TESTS	Paid by Check #12550		03/27/2017	04/21/2017	04/21/2017		04/21/2017	80.00



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Vendor 22 - Moore Twining Associates Inc.									
7126455	WWTP LAB TESTS	Paid by Check #12550		03/27/2017	04/21/2017	04/21/2017		04/21/2017	35.00
7126456	WWTP LAB TESTS	Paid by Check #12550		03/27/2017	04/21/2017	04/21/2017		04/21/2017	88.00
7126462	WWTP LAB TESTS	Paid by Check #12550		03/27/2017	04/21/2017	04/21/2017		04/21/2017	88.00
7126559	WWTP LAB TESTS	Paid by Check #12550		03/29/2017	04/21/2017	04/21/2017		04/21/2017	35.00
7126560	WWTP LAB TESTS	Paid by Check #12550		03/29/2017	04/21/2017	04/21/2017		04/21/2017	40.00
7126712	WWTP LAB TESTS	Paid by Check #12550		03/31/2017	04/21/2017	04/21/2017		04/21/2017	88.00
7126982	WWTP LAB TESTS	Paid by Check #12550		04/10/2017	04/21/2017	04/21/2017		04/21/2017	88.00
7126983	WWTP LAB TESTS	Paid by Check #12550		04/10/2017	04/21/2017	04/21/2017		04/21/2017	45.00
7126984	WWTP LAB TESTS	Paid by Check #12550		04/10/2017	04/21/2017	04/21/2017		04/21/2017	63.00
7127010	WWTP LAB TESTS	Paid by Check #12550		04/11/2017	04/21/2017	04/21/2017		04/21/2017	88.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	11	\$738.00
Vendor 884 - Napa Auto Parts									
367660	BRAKE CALIPER FOR BUS 8	Paid by Check #12551		04/10/2017	04/21/2017	04/21/2017		04/21/2017	8.80
Vendor 884 - Napa Auto Parts Totals							Invoices	1	\$8.80
Vendor 1277 - National University									
576-1	PTLS - Toyota	Paid by Check #12552		03/31/2017	04/21/2017	04/21/2017		04/21/2017	260.00
Vendor 1277 - National University Totals							Invoices	1	\$260.00
Vendor 504 - NVB Equipment Inc.									
SA66033	AC REPAIRS ON BUS 11	Paid by Check #12553		03/30/2017	04/21/2017	04/21/2017		04/21/2017	1,686.60
SA66095	AC REPAIRS FOR BUS 9	Paid by Check #12553		03/31/2017	04/21/2017	04/21/2017		04/21/2017	2,208.68
CA05137	CREDIT FOR BUS 11 AC REPAIRS	Paid by Check #12553		04/11/2017	04/21/2017	04/21/2017		04/21/2017	(176.02)
Vendor 504 - NVB Equipment Inc. Totals							Invoices	3	\$3,719.26
Vendor 142 - Office Depot BSD									
912684267001	Fy 16/17-Office Supplies	Paid by Check #12554		03/13/2017	04/21/2017	04/21/2017		04/21/2017	346.31
915635740001	office supplies	Paid by Check #12554		03/24/2017	04/21/2017	04/21/2017		04/21/2017	151.54
915655400001	Office supplies	Paid by Check #12554		03/24/2017	04/21/2017	04/21/2017		04/21/2017	330.42
916463986001	DSC Office Supplies	Paid by Check #12554		03/28/2017	04/21/2017	04/21/2017		04/21/2017	332.86
916464372001	DSC Office Supplies	Paid by Check #12554		03/28/2017	04/21/2017	04/21/2017		04/21/2017	26.79
916463986002	DSC Office Supplies	Paid by Check #12554		03/29/2017	04/21/2017	04/21/2017		04/21/2017	18.04
917145582001	Fy 16/17-Parks-Calendar return wrong size	Paid by Check #12554		03/29/2017	04/21/2017	04/21/2017	04/11/2017	04/21/2017	(27.72)
917147349001	Fy 16/17-CS-Chairmat incorrect size credit issued	Paid by Check #12554		03/29/2017	04/21/2017	04/21/2017	04/11/2017	04/21/2017	(35.79)
917814316001	Supplies	Paid by Check #12554		04/03/2017	04/21/2017	04/21/2017		04/21/2017	147.04
917144431001	Fy 16/17-Parks-Office Supplies	Paid by Check #12554		04/04/2017	04/21/2017	04/21/2017	04/17/2017	04/21/2017	(34.88)
917538776001	Supplies	Paid by Check #12554		04/05/2017	04/21/2017	04/21/2017		04/21/2017	148.63
918812407001	HR Office Supplies	Paid by Check #12554		04/06/2017	04/21/2017	04/21/2017		04/21/2017	208.37
Vendor 142 - Office Depot BSD Totals							Invoices	12	\$1,611.61



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Vendor 76 - Pacific Gas & Electric									
225348522843/17	DSC 3/24/17 credit invoice	Paid by Check #12555		03/24/2017	04/21/2017	04/21/2017		04/21/2017	(94.91)
037563698503/17	Utilities	Paid by Check #12556		03/26/2017	04/21/2017	04/21/2017		04/21/2017	63.61
312018483273/17	Utilities	Paid by Check #12557		03/27/2017	04/21/2017	04/21/2017		04/21/2017	2,947.50
041816753173/17	Utilities	Paid by Check #12556		03/28/2017	04/21/2017	04/21/2017		04/21/2017	122.94
058483210133/17	Utilities	Paid by Check #12556		03/28/2017	04/21/2017	04/21/2017		04/21/2017	29.76
323048378373/17	Utilities	Paid by Check #12557		03/28/2017	04/21/2017	04/21/2017		04/21/2017	9.53
459224718963/17	Utilities	Paid by Check #12557		03/28/2017	04/21/2017	04/21/2017		04/21/2017	26.21
497903928043/17	DSC Elec. 2/27 - 3/27/17	Paid by Check #12555		03/28/2017	04/21/2017	04/21/2017		04/21/2017	444.94
588309194013/17	Utilities	Paid by Check #12558		03/28/2017	04/21/2017	04/21/2017		04/21/2017	21.93
811658854353/17	Utilities	Paid by Check #12555		03/28/2017	04/21/2017	04/21/2017		04/21/2017	41.06
896878734583/17	Utilities	Paid by Check #12559		03/28/2017	04/21/2017	04/21/2017		04/21/2017	104.67
949217492253/17	Utilities	Paid by Check #12559		03/28/2017	04/21/2017	04/21/2017		04/21/2017	9.53
475197165683/17	Utilities	Paid by Check #12557		03/29/2017	04/21/2017	04/21/2017		04/21/2017	27.07
477215765293/17	Utilities	Paid by Check #12558		03/29/2017	04/21/2017	04/21/2017		04/21/2017	105.47
489591720233/17	Utilities	Paid by Check #12558		03/29/2017	04/21/2017	04/21/2017		04/21/2017	9.53
493969444873/17	Utilities	Paid by Check #12558		03/29/2017	04/21/2017	04/21/2017		04/21/2017	9.64
535548886273/17	Utilities	Paid by Check #12558		03/29/2017	04/21/2017	04/21/2017		04/21/2017	44.40
565766708993/17	Utilities	Paid by Check #12558		03/29/2017	04/21/2017	04/21/2017		04/21/2017	55.83
665766702523/17	Utilities	Paid by Check #12559		03/29/2017	04/21/2017	04/21/2017		04/21/2017	45.68
864715010303/17	Utilities	Paid by Check #12559		03/29/2017	04/21/2017	04/21/2017		04/21/2017	46.80
168660015853.17	Utilities	Paid by Check #12556		03/30/2017	04/21/2017	04/21/2017		04/21/2017	40.91
245914958173.17	Utilities	Paid by Check #12557		03/30/2017	04/21/2017	04/21/2017		04/21/2017	64.07
335464179663.17	Utilities	Paid by Check #12557		03/30/2017	04/21/2017	04/21/2017		04/21/2017	54.97
506469548393.17	Utilities	Paid by Check #12558		03/30/2017	04/21/2017	04/21/2017		04/21/2017	76.17
898192338783.17	Utilities	Paid by Check #12559		03/30/2017	04/21/2017	04/21/2017		04/21/2017	43.31
057129638253.17	Utilities	Paid by Check #12556		03/31/2017	04/21/2017	04/21/2017		04/21/2017	84.04
141629409453.17	Utilities	Paid by Check #12556		03/31/2017	04/21/2017	04/21/2017		04/21/2017	40.73
212523687133.17	Utilities	Paid by Check #12557		03/31/2017	04/21/2017	04/21/2017		04/21/2017	39.52
361657103893.17	Utilities	Paid by Check #12557		03/31/2017	04/21/2017	04/21/2017		04/21/2017	707.65
575149843763.17	Utilities	Paid by Check #12555		03/31/2017	04/21/2017	04/21/2017		04/21/2017	94.35
642864222133.17	Utilities	Paid by Check #12559		03/31/2017	04/21/2017	04/21/2017		04/21/2017	19.06
714934640943.17	Utilities	Paid by Check #12559		03/31/2017	04/21/2017	04/21/2017		04/21/2017	183.53
839793222583.17	Utilities	Paid by Check #12559		03/31/2017	04/21/2017	04/21/2017		04/21/2017	24.37
863399039983.17	Utilities	Paid by Check #12559		03/31/2017	04/21/2017	04/21/2017		04/21/2017	19.06
923705812633.17	Utilities	Paid by Check #12559		03/31/2017	04/21/2017	04/21/2017		04/21/2017	37.82
134445515954/17	Utilities	Paid by Check #12556		04/07/2017	04/21/2017	04/21/2017		04/21/2017	114.35
210475377884/17	Utilities	Paid by Check #12556		04/07/2017	04/21/2017	04/21/2017		04/21/2017	183.36
250971736424/17	Votech Alley Elec 3/9 - 4/6/17	Paid by Check #12555		04/07/2017	04/21/2017	04/21/2017		04/21/2017	89.56
447571605184/17	Transit (3/9/17-4/6/17)	Paid by Check #12555		04/07/2017	04/21/2017	04/21/2017		04/21/2017	525.91
605804926704/17	Utilities	Paid by Check #12558		04/07/2017	04/21/2017	04/21/2017		04/21/2017	54.17
630805446694/17	Utilities	Paid by Check #12559		04/07/2017	04/21/2017	04/21/2017		04/21/2017	9.53



Accounts Payable Invoice Report

Payment Date Range 04/16/17 - 04/21/17
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 76 - Pacific Gas & Electric									
687037607744/17	utilities - electricity	Paid by Check #12555		04/07/2017	04/21/2017	04/21/2017		04/21/2017	133.45
768101241984/17	Transit (3/9/17-4/6/17)	Paid by Check #12555		04/07/2017	04/21/2017	04/21/2017		04/21/2017	90.97
909971991134/17	Utilities	Paid by Check #12555		04/07/2017	04/21/2017	04/21/2017		04/21/2017	9.53
962476921954/17	Utilities	Paid by Check #12555		04/07/2017	04/21/2017	04/21/2017		04/21/2017	268.14
975086523734/17	Transit (3/9/17-4/6/17)	Paid by Check #12555		04/07/2017	04/21/2017	04/21/2017		04/21/2017	52.24
568305450694/17	utilities - electricity	Paid by Check #12555		04/10/2017	04/21/2017	04/21/2017		04/21/2017	1,492.08
731427487114/17	Utilities	Paid by Check #12555		04/11/2017	04/21/2017	04/21/2017		04/21/2017	1,298.97
Vendor 76 - Pacific Gas & Electric Totals							Invoices	48	\$9,923.01
Vendor 7 - Pena's Disposal Services									
291694	trash service	Paid by Check #12560		04/01/2017	04/21/2017	04/21/2017		04/21/2017	62.77
4/17 for 3/17	Monthly Disposal Charges for March 2017	Paid by Check #12560		04/21/2017	04/21/2017	04/21/2017		04/21/2017	98,635.77
May 2017	Disposal Contract payment for MAY 2017	Paid by Check #12560		05/01/2017	04/21/2017	04/21/2017		04/21/2017	60,000.00
Vendor 7 - Pena's Disposal Services Totals							Invoices	3	\$158,698.54
Vendor 1260 - Project Delivery Professionals									
001-0317-02	PDP Ave 416 Project Const Mang	Paid by Check #12561		03/31/2017	04/21/2017	04/21/2017		04/21/2017	14,375.00
Vendor 1260 - Project Delivery Professionals Totals							Invoices	1	\$14,375.00
Vendor 250 - Public Safety Center									
5728334	Radio charger	Paid by Check #12562		03/27/2017	04/21/2017	04/21/2017		04/21/2017	278.83
Vendor 250 - Public Safety Center Totals							Invoices	1	\$278.83
Vendor 1282 - Rockwell Solutions Inc.									
1544	WEAR PLATES FOR SLUDGE PUMPS #1 AND #2	Paid by Check #12563		02/27/2017	04/21/2017	04/21/2017		04/21/2017	1,859.03
Vendor 1282 - Rockwell Solutions Inc. Totals							Invoices	1	\$1,859.03
Vendor 264 - Salinas Towing									
8A92244	Towed vehicle case #DF1701246	Paid by Check #12564		04/07/2017	04/21/2017	04/21/2017		04/21/2017	160.00
Vendor 264 - Salinas Towing Totals							Invoices	1	\$160.00
Vendor 409 - The Shirt Shak									
2815	Fy 16/17-Sportsplex-Tournament/Staff shirts	Paid by Check #12565		03/10/2017	04/21/2017	04/21/2017	04/17/2017	04/21/2017	1,103.76
Vendor 409 - The Shirt Shak Totals							Invoices	1	\$1,103.76
Vendor 61 - Silvas Oil Company Inc.									
142198CT	Utilities	Paid by Check #12566		03/31/2017	04/21/2017	04/21/2017		04/21/2017	558.76
Vendor 61 - Silvas Oil Company Inc. Totals							Invoices	1	\$558.76



Accounts Payable Invoice Report

Payment Date Range 04/16/17 - 04/21/17
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 229 - Snap on Tools									
04141725779	SMALL TOOLS	Paid by Check #12567		04/14/2017	04/21/2017	04/21/2017		04/21/2017	215.64
Vendor 229 - Snap on Tools Totals						Invoices	1		\$215.64
Vendor 758 - Solenis LLC									
131139287	Polymer - WWTP	Paid by Check #12568		03/20/2017	04/21/2017	04/21/2017		04/21/2017	3,678.66
75698746	POLYMER RETURN	Paid by Check #12568		03/27/2017	04/21/2017	04/21/2017		04/21/2017	(3,378.14)
Vendor 758 - Solenis LLC Totals						Invoices	2		\$300.52
Vendor 431 - Sparkletts									
5080520 040617	water service	Paid by Check #12569		04/06/2017	04/21/2017	04/21/2017		04/21/2017	267.92
Vendor 431 - Sparkletts Totals						Invoices	1		\$267.92
Vendor 397 - Stantec Consulting Services, Inc.									
1183022	WWTP SCADA CONFIG ASSISTANCE	Paid by Check #12570		04/10/2017	04/21/2017	04/21/2017		04/21/2017	1,963.40
Vendor 397 - Stantec Consulting Services, Inc. Totals						Invoices	1		\$1,963.40
Vendor 140 - State Board of Equilization									
Jan - March 2017	CNG FUEL USE TAXES	Paid by Check #12571		04/17/2017	04/21/2017	04/21/2017		04/21/2017	1,622.86
Vendor 140 - State Board of Equilization Totals						Invoices	1		\$1,622.86
Vendor 247 - State Center Community College District									
12638299-00	Training registration fees	Paid by Check #12572		04/06/2017	04/21/2017	04/21/2017		04/21/2017	312.00
Vendor 247 - State Center Community College District Totals						Invoices	1		\$312.00
Vendor 214 - Stericycle, Inc.									
3003814453	quarterly pick-up of hazardous waste	Paid by Check #12573		05/01/2017	04/21/2017	04/21/2017		04/21/2017	792.48
Vendor 214 - Stericycle, Inc. Totals						Invoices	1		\$792.48
Vendor 278 - Supplyworks									
396210296	Cleaning Supplies	Paid by Check #12574		03/30/2017	04/21/2017	04/21/2017		04/21/2017	68.07
396589327	Cleaning Supplies	Paid by Check #12574		04/04/2017	04/21/2017	04/21/2017		04/21/2017	62.79
396889594	Cleaning Supplies	Paid by Check #12574		04/06/2017	04/21/2017	04/21/2017		04/21/2017	771.87
Vendor 278 - Supplyworks Totals						Invoices	3		\$902.73
Vendor 92 - Target Specialty Products									
PI0609175	WEED CONTROL	Paid by Check #12575		03/29/2017	04/21/2017	04/21/2017		04/21/2017	541.43
Vendor 92 - Target Specialty Products Totals						Invoices	1		\$541.43
Vendor 189 - Terminix International									
363821435	Maintenance	Paid by Check #12576		03/09/2017	04/21/2017	04/21/2017		04/21/2017	25.00



Accounts Payable Invoice Report

Payment Date Range 04/16/17 - 04/21/17
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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 189 - Terminix International									
363852208	Fy 16/17-CS-Pest Control Service for rec center	Paid by Check #12576		03/20/2017	04/21/2017	04/21/2017	04/11/2017	04/21/2017	55.00
Vendor 189 - Terminix International Totals							Invoices	2	\$80.00
Vendor 426 - Tioga Solar									
SLB-2772	Solar production for March 2017	Paid by Check #12577		03/31/2017	04/21/2017	04/21/2017		04/21/2017	32,914.24
Vendor 426 - Tioga Solar Totals							Invoices	1	\$32,914.24
Vendor 49 - Tulare County									
017491	printing services	Paid by Check #12578		03/22/2017	04/21/2017	04/21/2017		04/21/2017	416.08
17-070	Radio & computer installation in new units	Paid by Check #12579		04/03/2017	04/21/2017	04/21/2017		04/21/2017	4,292.59
Vendor 49 - Tulare County Totals							Invoices	2	\$4,708.67
Vendor 729 - Tulare Regional Medical Center									
88991989 040517	drug/alcohol screening	Paid by Check #12580		04/05/2017	04/21/2017	04/21/2017		04/21/2017	822.00
Vendor 729 - Tulare Regional Medical Center Totals							Invoices	1	\$822.00
Vendor 440 - Tyco Intergrated Securtiy									
28435177	SECURITY FOR WATER TOWER - 1591 W SIERRA	Paid by Check #12581		04/08/2017	04/21/2017	04/21/2017		04/21/2017	46.86
Vendor 440 - Tyco Intergrated Securtiy Totals							Invoices	1	\$46.86
Vendor 950 - United States Treasury									
Excise Tax 33117	CNG EXCISE TAX	Paid by Check #12582		04/17/2017	04/21/2017	04/21/2017		04/21/2017	5.93
Vendor 950 - United States Treasury Totals							Invoices	1	\$5.93
Vendor 192 - UNUM Life Insurance Company of America									
5/1 - 5/31/17	0537123-001 0 premium	Paid by Check #12583		04/10/2017	04/21/2017	04/21/2017		04/21/2017	10,022.10
Vendor 192 - UNUM Life Insurance Company of America Totals							Invoices	1	\$10,022.10
Vendor 273 - US Bank									
3/1/17-3/31/17	Contractual	Paid by Check #12585		03/31/2017	04/21/2017	04/21/2017		04/21/2017	29.75
327675914	Coper/Printer lease	Paid by Check #12584		03/31/2017	04/21/2017	04/21/2017		04/21/2017	1,085.43
Vendor 273 - US Bank Totals							Invoices	2	\$1,115.18
Vendor 154 - USA Bluebook									
217544	REPAIR DO METER	Paid by Check #12586		03/28/2017	04/21/2017	04/21/2017		04/21/2017	110.36
218841	LAB SUPPLIES	Paid by Check #12586		03/29/2017	04/21/2017	04/21/2017		04/21/2017	390.21
Vendor 154 - USA Bluebook Totals							Invoices	2	\$500.57
Vendor 359 - Valero Marketing & Supply Company									
71076939 3/17	February 2017	Paid by Check #12589		03/07/2017	04/21/2017	04/21/2017		04/21/2017	2,668.21



Accounts Payable Invoice Report

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 359 - Valero Marketing & Supply Company									
71077192 030717	Fuel for February 2017	Paid by Check #12587		03/07/2017	04/21/2017	04/21/2017		04/21/2017	5,887.83
71077192 040617	fuel for March 2017	Paid by Check #12588		04/06/2017	04/21/2017	04/21/2017		04/21/2017	6,704.70
Vendor 359 - Valero Marketing & Supply Company Totals							Invoices	3	\$15,260.74
Vendor 14 - W & E Electric									
1703050	REPAIRS TO AERATOR #6 A-B	Paid by Check #12590		03/13/2017	04/21/2017	04/21/2017		04/21/2017	135.00
1703092	TEST SOFT START FOR AERATOR #1 A-B	Paid by Check #12590		03/20/2017	04/21/2017	04/21/2017		04/21/2017	90.00
1703115	MEG S/O CARD AERATOR #1 A-B	Paid by Check #12590		03/23/2017	04/21/2017	04/21/2017		04/21/2017	90.00
Vendor 14 - W & E Electric Totals							Invoices	3	\$315.00
Vendor 549 - Wal-Mart									
2500 4/3/2017	Votech WalMart Credit Card	Paid by Check #12591		04/03/2017	04/21/2017	04/21/2017		04/21/2017	83.01
Vendor 549 - Wal-Mart Totals							Invoices	1	\$83.01
Vendor 1280 - Willdan Engineering									
00323512	Outsource Plan Check Fees	Paid by Check #12592		03/03/2017	04/21/2017	04/21/2017		04/21/2017	7,260.00
00323719	Miscellaneous	Paid by Check #12592		04/06/2017	04/21/2017	04/21/2017		04/21/2017	880.00
Vendor 1280 - Willdan Engineering Totals							Invoices	2	\$8,140.00
Vendor 1067 - Yamabe & Horn Engineering Inc.									
37300	Y & H Hayes Ave proj	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	680.00
37301	Yamabe & Horn Dinuba General Services	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	1,800.00
37302	Yamabe & Horn - Ridge Creek Ranch Eng Support	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	920.00
37303	Y & H Bike Lane Proj Eng Support	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	200.00
37304	Y & H Kern Street Storm Drain	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	2,680.00
37305	Y & H ave 416 Engineering Support	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	3,800.00
37306	Y & H Randle Ave Street Project	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	1,835.00
37307	Yamabe & Horn - M Street Underground tank clean up	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	300.00
37308	Yamabe & Horn - Signal Synch Project	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	540.00
37309	Yamabe & Horn CNG Project Ph II	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	300.00
37310	Yamabe & Horn - Parcel Map-Newton	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	100.00
37311	Yamabe & Horn - Speed Study	Paid by Check #12593		04/05/2017	04/21/2017	04/21/2017		04/21/2017	605.00
37438	y & H signal Synch Engineering support	Paid by Check #12593		04/12/2017	04/21/2017	04/21/2017		04/21/2017	2,010.00
Vendor 1067 - Yamabe & Horn Engineering Inc. Totals							Invoices	13	\$15,770.00
Grand Totals							Invoices	441	\$513,959.11



City Council Staff Report

Department: PUBLIC WORKS

April 25, 2017

To: Mayor and City Council
From: Blanca Beltran, Public Works Director
By: Steve Brandt, Contract Principal Planner and Cristobal Carrillo, Planner II
Subject: Zone Text Amendment, Application No. 2017-03 (BB)

RECOMMENDATION

Council conduct a public hearing, receive testimony, close the public hearing and take the following action:

1. Introduce and waive the full reading of Ordinance No. 2017-03 approving the Zone Text Amendments to Title 17 (Zoning) of the Dinuba Municipal Code.

EXECUTIVE SUMMARY

The City of Dinuba submitted Application No. 2017-03 to amend Title 17 (Zoning) of the Dinuba Municipal Code which addresses various uses and brings existing zoning rules into compliance with State law. Amendments to the Dinuba Municipal Code are conducted on an annual basis to address issues as they arise.

OUTSTANDING ISSUES

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

DISCUSSION

Planning Commission Action

On April 4, 2017, the Dinuba Planning Commission reviewed the proposed text amendments to Title 17 (Zoning) of the Dinuba Municipal Code and adopted Resolution No. 1046 (Attachment 'B') recommending that the City Council adopt an Ordinance approving the Zone Text Amendments.

Text Amendment Summary

Proposed text amendments for the City Council to consider are summarized below. Full changes can be viewed in Attachment 'A' with new wording in underline and wording to be removed in strikeout:

1. Changes to several different uses within the office and commercial districts.
2. Changes to accommodate different size day care centers within residential, office and commercial districts, as well as, bringing the zoning ordinance up to date and in compliance with State law.
3. Changes to comply with State law affecting manufactured housing and accessory dwelling units, as well as, providing an opportunity for the development of tiny houses as an accessory residence.
4. Changes to provide more flexibility and control within the discretionary permit process through the addition of annual reviews.
5. Changes to comply with State's Model Water Efficient Landscape Ordinance (MWELO).
6. Changes to limit temporary uses generally, and free and reduced price cell phone booths specifically, to a maximum two-week period.

The project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that this project may have a significant effect on the environment; therefore, the activity is not subject to CEQA. [Reference: State CEQA Guidelines sec. 15061(b)(3), General Rule Exemption].

FISCAL IMPACT

There are no fiscal impacts associated with the recommended actions.

PUBLIC HEARING

Staff recommends that the City Council conduct a public hearing to gather public testimony in regard to proposed text amendments recommended by the Planning Commission.

ATTACHMENTS:

[A. Ordinance No. 2017-03](#)

[B. Planning Commission Resolution No. 1046](#)

ORDINANCE 2017-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING TITLE 17 PERTAINING TO VARIOUS STAFF-IDENTIFIED ISSUES TO THE DINUBA MUNICIPAL CODE AND PROVIDING FOR THE ENACTMENT AND EFFECTIVE DATE THEREOF

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

SECTION 1. FINDINGS.

- (a) The City of Dinuba has previously amended ordinances within the Dinuba Municipal Code pertaining to staff-identified issues and compliance with state laws.
- (b) The California Child Day Care Facilities Act (HSC 1596.70) has specific requirements regarding the size of day care facilities.
- (c) State law requires that manufactured homes be allowed wherever traditionally built single-family homes are built; however, cities may put limits on design and on the age of new installations.
- (d) State law (AB 2299 and SB 1069) requires that cities allow second dwelling units in single-family residential zones by right, but allows cities to apply certain design standards.
- (e) State law requires that local agencies adopt the State's Model Water Efficient Landscape Ordinance (MWELO) or a Local Ordinance which must be at least as effective in conserving water as MWELO.
- (f) On April 4, 2017, the Planning Commission of the City of Dinuba held a public hearing and reviewed the amendments to the Dinuba Municipal Code, and recommended these amendments to the City Council.
- (g) Amendments and additions to the Dinuba Municipal Code are needed in order to comply with the new state laws.
- (h) This ordinance is consistent with the City of Dinuba General Plan, Dinuba Municipal Code and the Zoning Ordinance and would not be detrimental to the public interest, health, safety, convenience, and welfare of the City.
- (i) This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 2. Amendments 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.)

Text additions are shown in underline format. Text deletions are shown in strikethrough format.

1. RESTAURANTS WITH BAR/LOUNGE, AUTOMOBILE AUDIO AND SECURITY INSTALLATIONS, AND EXISTING RESIDENTIAL IN COMMERCIAL – USES ALLOWED IN OFFICE AND COMMERCIAL DISTRICTS

Chapter 17.48 USES ALLOWED IN OFFICE AND COMMERCIAL DISTRICTS

17.48.030 Use matrix, office and commercial districts.

Uses	PO	C-1	C-2	C-3	C-4
Any residential use existing on the effective date of the ordinance codified in this title	<u>A</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Automobile, audio and security installations within an enclosed structure</u>			<u>A</u>		<u>A</u>
Restaurants, including restaurant with bar/lounge			U	<u>A-U</u>	

2. **DAY CARES**

Chapter 17.26 USES ALLOWED IN RESIDENTIAL DISTRICTS

17.26.030 Use matrix, residential districts.

Uses	RCO	AN	RA	R	RM
<u>Licensed family day care centers for six or fewer children as an accessory use</u>				<u>P</u>	<u>P</u>
Licensed family day care centers for seven to twelve <u>seven to fourteen</u> children as an accessory use				A	A
<u>Licensed family day care centers for fifteen or more children as an accessory use</u>				<u>U</u>	<u>U</u>

Chapter 17.48 USES ALLOWED IN OFFICE AND COMMERCIAL DISTRICTS

17.48.030 Use matrix, office and commercial districts.

Uses	PO	C-1	C-2	C-3	C-4
<u>Licensed family day care centers for fourteen or fewer children</u>	A				
Licensed family day care centers for thirteen <u>fifteen or more</u> children	U				

3. MANUFACTURED HOUSING, ACCESSORY DWELLING UNITS AND TINY HOUSES

Chapter 17.70 MANUFACTURED HOUSING, ~~SECONDARY RESIDENTIAL~~ ACCESSORY DWELLING UNITS, HOME OCCUPATIONS, GARAGE SALES AND MOBILE HOME PARKS

Article I. Manufactured Housing

17.70.012 Definitions.

As used in this article:

- A. “Block” means all property fronting on one side of a street between points where such street is intersected by streets, railroad rights-of-way or city boundaries, or terminated by a dead end.
- B. “Compatible” means that the manufactured home is capable of being efficiently integrated in the neighborhood without altering the neighborhood’s overall appearance.
- C. “Manufactured home” means:
 1. A structure, transportable in one or more sections, which is eight body feet or more in width, and is at least ~~thirty-two~~ forty body feet or more in length, ~~and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation, in traveling mode, or, when erected on site, is three hundred twenty or more square feet, and is designed to be used as a single-family dwelling when connected to the required utilities;~~
 2. A living unit built to the specifications of the National Manufactured Housing Construction and Safety Standards Act of 1974, constructed after ~~October~~ June 15, 1976.
- D. “Site development review” consists of a plot plan of the proposed development and any other information as required on the site plan application form necessary for the evaluation of compatibility of the manufactured home.

17.70.013 Requirements.

- A. Permitted Uses. All uses listed as permitted uses in the existing district shall be permitted in the residential manufactured home zone.

- B. Conditional Uses. All uses listed as conditional uses in the existing district shall be permitted, subject to the approval of a conditional use permit.
- C. Space Between Buildings. The minimum distance between manufactured homes and accessory buildings shall be the same permitted under the existing district.
- D. Signs. No outdoor advertising structures or signs of any character shall be permitted except as permitted within the existing district.
- E. Off-Street Parking. Off-street parking facilities shall be provided on site for each manufactured home lot, as required under the existing district.
- F. Fences, Walls and Hedges. Fences, walls and hedges in the residential manufactured home zone shall comply with the same requirements of the existing district.
- G. Buildable Area. The maximum lot coverage shall be as required within the existing district.
- H. Lot Area. The minimum lot area shall be as required within the existing district.
- I. Frontage, Width and Depth of Lot. The minimum frontage, width and depth requirements shall be as required within the existing district.
- J. One Dwelling Unit Per Lot. Not more than one dwelling unit shall be allowed on each lot, except as provided within the existing district.
- K. Yard Requirements. Yard requirements shall be the same as required with the existing district.
- L. Building. The maximum height of permitted and accessory structures shall be as provided within the existing district.
- M. Date of Manufacture. No manufactured home shall be installed that was manufactured more than ten years from the date of application for a building permit for installation.

17.70.014 Development standards and conditions.

- A. Finish Floor Elevation. All manufactured homes shall be installed on a foundation at the same finish floor elevation compatible to existing standards established within the block in the existing district, and excavated to comply to all standards of the Uniform Building Code, approved by the building official.
- B. Foundations. All ~~permanent~~-manufactured homes shall be installed on a permanent foundation in accordance with city building codes; Section 18551 of the State Health and Safety Code; State of California Housing and Community Development regulations; or a foundation designated by an engineer, licensed within the state of California. The approved method of securing the manufactured home to a permanent foundation shall be detailed when submitting plans for plan check and permit.

- C. Roof Pitch. All manufactured homes shall have a roof pitch of not less than three-inch vertical rise for each twelve inches of horizontal run, or not less than what is consistent to be compatible within the block in the existing district.
- D. Roofing Material. All manufactured homes, and their accessory garages or carports shall have a roof consisting of asphalt composition, clay, tile, concrete or metal tile or panels, slate, built-up asphaltic-gravel materials shingles or other material customarily used for conventional dwellings, compatible with all roofs within the block in the existing district.
- E. Roof Overhang. All manufactured homes ~~shall have a roof overhang similar and compatible with roof overhangs within the block as in the existing district.~~ and their garages or carports shall have a pitched roof with a minimum sixteen-inch roof overhang on each of the perimeter walls such that the overhang is architecturally integrated into the design of the dwelling unit.
- F. Exterior Material. All manufactured homes shall be covered with wood, masonry, concrete, stucco, metal lap, or an exterior material customarily used on conventional dwellings, compatible within the block in the existing district. The exterior covering material shall extend to the ground, except that when a solid concrete or masonry perimeter foundation is used, the exterior covering material need not extend below the top of the foundation.
- G. Minimum Width of Manufactured Home. All manufactured homes shall have a minimum width of twenty feet, or be compatible with existing conventional dwellings within the block in the district.
- H. Alterations. The manufactured home shall not have been, or shall not be, altered in violation of applicable codes; any manufactured home altered shall not be allowed to be located into the existing district unless certified by the Department of Housing and Community Development prior to the issuance of a permit by the building official.
- I. Certification. All manufactured homes shall be certified under the National Mobile Home Construction and Safety Standards Act of 1974 (42 USC Section 5401 et seq.).
- J. Residential Use. All manufactured homes shall be occupied only as a single-family residential unit.
- K. Utility Connections. All manufactured home utility connections pertaining to electrical, gas, water, mechanical and sewer shall be installed in a permanent manner applicable to a permanent single-family residential structure in the existing district. Location of water meters and gas meters shall conform to adopted standards of the city.
- L. Accessory Building. All manufactured home accessory buildings such as detached garages, carports, patios or accessory buildings shall conform to all requirements of the Uniform Building Code or Department of Housing and Community Development requirements; all materials used for roofing and exterior shall be compatible with material

customarily used on conventional accessory structures within the block in the existing district.

- M. Wheels and Axles. All manufactured home tow bars, wheels and axles shall be removed when the manufactured home is installed on a residential lot, so as to be compatible with structures within the existing district.
- N. Fees. All manufactured homes shall be subject to all fees required for new single-family dwellings as adopted by the city.
- O. Zone Requirements. All manufactured homes shall meet all requirements for the zone in which they are located.
- P. Modifications. No modifications shall be granted to a manufactured home unless approved by the Department of Housing and Community Development and the building official for the city.
- Q. Administrative Site Plan Review. No manufactured home shall be constructed until a site plan has been approved as prescribed in Chapter 17.80.
- R. Permits. Prior to the installation of a manufactured home on a permanent foundation, the owners of the manufactured home or a licensed contractor shall obtain a building permit.
- S. Surrender of Registration. Subsequent to applying for the required building permits, and prior to the occupancy of a manufactured home on a permanent foundation, a certification of occupancy is to be issued by the building official pursuant to Section 18551 ~~the owner shall request a certificate of occupancy be issued pursuant to Section 18557(a)~~ of the California Health and Safety Code. Thereafter, any vehicle license plate, certificate of ownership and certification of registration issued by a state agency is to be surrendered to the appropriate state agencies. Any manufactured home which is permanently attached with foundation must bear a California insignia or federal label, pursuant to Section 18550(b) of the Health and Safety Code.
- T. Appeals. Any decision made by city officials on the compatibility of a manufactured home within a block in any district pursuant to this chapter may be appealed by the applicant or an aggrieved party to the planning commission.
- U. Deviations. The community development department may approve deviations from one or more of the standards of this subsection on the basis of a finding that the architectural style proposed provides compensating design features and that the proposed dwelling will be compatible and harmonious with existing structures in the vicinity

Article II, ~~Secondary Residential~~ Accessory Dwelling Units in Single-Family and Multifamily Zones

17.70.020 ~~Secondary residential units~~ Accessory dwelling units in single-family and multifamily zones.

See Sections 17.70.021 through 17.70.024 for provisions regarding ~~secondary residential~~ accessory dwelling units in single-family and multifamily zones.

17.70.021 Purpose.

- A. The purpose of this article is to provide a mechanism for legitimizing existing ~~residential second-accessory dwelling~~ units in single-family zoning districts and to allow for new ~~residential second-accessory dwelling~~ units as a permitted use in all single-family and multifamily residential zoning districts.
- B. The city encourages a range of housing types, styles and costs to suit the varying needs of the elderly, low and moderate income individuals, and other economic groups; and ~~residential second~~ accessory dwelling units will prove a valuable source of rental housing.
- C. ~~Secondary residential~~ Accessory dwelling units shall be allowed in all RA, R and RM districts subject to development standards and conditions, as outlined in this chapter.

17.70.022 Definitions.

As used in this article:

“Accessory dwelling unit” means a separate residential unit containing sleeping quarters, kitchen and bathroom facilities created within an RA, R or RM district that already contains one or more legally created residential units.

“Block” means all property fronting on one side of a street between points where the street is intersected by streets, railroad rights-of-way or city boundaries or terminated by a dead-end.

“Compatible” means that the ~~secondary residential~~ accessory dwelling unit is capable of being efficiently integrated in the neighborhood without altering the neighborhood’s overall appearance.

~~“Secondary residential unit” means a separate residential unit containing sleeping quarters, kitchen and bathroom facilities created within an RA, R or RM district that already contains one or more legally created residential units.~~

“Tiny house” means a structure intended for separate, independent living quarters for one household that meets these six conditions:

1. Is licensed and registered with the California Department of Motor Vehicles and meets ANSI 119.2 or 119.5 requirements;
2. Is towable by a bumper hitch, frame-towing hitch, or fifth-wheel connection and cannot (and is designed not to) move under its own power. When sited on a parcel per requirements of this Code, the wheels and undercarriage shall be skirted;
3. Is no larger than allowed by California State Law for movement on public highways;
4. Has at least one hundred square feet of first floor interior living space and shall not exceed a total of four hundred square feet;
5. Is a detached self-contained unit which includes basic functional areas that support normal daily routines such as cooking, sleeping, and toiletry; and
6. Is designed and built to look like a conventional building structure.

17.70.023 Requirements.

- A. Permitted Uses. All uses listed as permitted uses in the existing district.

- B. Conditional Uses. All uses listed as conditional uses in the existing district shall be permitted, subject to the approval of a conditional use permit.
- C. Off-Street Parking. ~~Off-street parking facilities shall be provided on site for all secondary residential units as required under the existing district. One additional off-street parking space shall be provided for the accessory dwelling unit. The additional parking space may be a paved tandem space on an existing driveway. The additional parking space shall be waived if in any of the following instances:~~
1. The accessory dwelling unit is located within one-half mile of public transit.
 2. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 3. The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
 4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 5. When there is a car share vehicle located within one block of the accessory dwelling unit.
- D. Fences, Walls and Hedges. Fences, walls and hedges for ~~secondary residential~~ accessory dwelling units shall comply with the same requirements of the existing district.
- E. Buildable Area. The minimum lot coverage shall be as required within the existing district.
- F. Lot Area. The minimum lot area shall be as required within the existing district.
- G. Frontage, Width and Depth of Lot. The minimum frontage, width and depth requirements shall be as required within the existing district.
- H. Yard Requirements. Yard requirements shall be the same as required in the existing district.
- I. Building Height. The maximum height of ~~secondary residential~~ accessory dwelling units shall be as required within the existing district.
- J. Space Between Buildings. The minimum distance between detached ~~secondary residential~~ accessory dwelling units shall be the same under the existing district.
- 17.70.024 Development standards and conditions.
- A. ~~An secondary residential accessory dwelling unit may shall be either attached to the existing single-family dwelling or be separated from the existing single-family detached residence by not less than ten feet or the separation as allowed by the Uniform Building Code, whichever is less. under the following standards:~~
1. ~~The addition of a separate secondary residential unit attached to an existing residential structure;~~

- ~~2. Conversion of an existing residential structure whereby sleeping, kitchen and bathroom facilities are not shared in common;~~
 - ~~3. Conversion of an attic, basement, garage, accessory structure or any other previously uninhabited structure; or~~
 - ~~4. Construction of a separate detached secondary residential unit on the parcel in addition to an existing residential structure.~~
- B. Height. A conditional use permit shall be required for all ~~secondary residential~~ accessory dwelling units constructed over one story in all RA, R and RM districts.
 - C. Number of Units. Only one ~~secondary residential~~ accessory dwelling unit shall be permitted on any parcel.
 - D. Facilities. The ~~secondary residential~~ accessory dwelling unit shall contain separate living, kitchen and bathroom facilities.
 - E. Construction. All ~~secondary residential~~ accessory dwelling units shall be constructed so as to be compatible with the existing primary residence and existing residences within the neighborhood.
 - F. Screening. All detached ~~secondary residential~~ accessory dwelling units shall be appropriately screened so as not to be visible from the front street.
 - G. Construction Within the Rear or Side Yard. Any attached or detached ~~secondary residential~~ accessory dwelling unit ~~shall~~ may be constructed ~~wholly~~ within the rear or the side yard of the existing single-family residence.
 - H. Mobile Homes. Mobile homes shall not be permitted as an ~~secondary residential~~ accessory dwelling unit.
 - I. Manufactured Homes. Manufactured homes shall be allowed as a detached ~~secondary residential~~ accessory dwelling unit provided the manufactured unit complies to standards and conditions of this chapter.
 - ~~J. Owner Occupied. The owner or owners of the parcel upon which the secondary unit is created shall occupy one of the residential units on the parcel. A covenant running with the land between the city and the owner shall be recorded prior to the issuance of a building permit.~~
 - ~~K.~~ J. Existing Unit. A residential unit shall exist on a parcel before a ~~secondary residential~~ accessory dwelling unit may be authorized unless approved by the director.
 - ~~L.K.~~ L. Rental. The ~~secondary residential~~ accessory dwelling unit may be rented as a one-family unit.
 - ~~L.M.~~ M. One Family. The ~~secondary residential~~ accessory dwelling unit shall provide complete independent sleeping, kitchen and bathroom facilities for one family.
 - ~~N.M.~~ N. Access. The front entrance established for the ~~secondary residential~~ accessory dwelling unit shall not be located on the same street frontage of the primary residence.
 - ~~O.N.~~ O. Floor Area. Total floor area of the secondary residential unit shall be not less than one hundred fifty square-feet. ~~The increased floor area of an attached second unit shall not exceed thirty percent of the existing living area. The total area of floor space for a detached second unit shall not exceed one thousand two hundred square feet. An~~ accessory dwelling unit shall not exceed one thousand two hundred square feet of floor area if separated from the existing single-family dwelling. If attached to the existing single-family residence, the floor area of the second unit shall not exceed fifty percent of

the existing living area of the existing single-family dwelling. A manufactured home shall not be less than eight feet wide by forty feet long and three hundred twenty square feet in floor area. An efficiency unit shall not be less than one hundred square feet in floor area and meet all space and occupancy standards of Chapter 5 of the Uniform Housing Code.

- ~~P. Off-Street Parking. One additional off-street parking space not less than nine feet by twenty feet shall be provided for the secondary residential unit. Off-street parking shall be located as prescribed per Chapter 17.64.~~
- ~~Q. O. Address. Address standards for the secondary residential accessory dwelling unit shall be the same as established for the existing district; one address per parcel.~~
- ~~R. P. Mailboxes. Mailboxes for the secondary residential accessory dwelling unit shall be the same as for the existing residential unit.~~
- ~~S. Q. Trash Disposal. Trash disposal services for secondary residential accessory dwelling units shall be the same as for those established in the existing zoning district.~~
- ~~T. R. Finish Floor Elevation. All secondary residential accessory dwelling units shall be constructed on a foundation at the same level of the primary residence or compatible to existing standards established within the block and comply with all standards of the Uniform Building Code and flood zone district.~~
- ~~U. S. Roof Pitch. All secondary residential accessory dwelling units shall have a roof pitch equal to the primary residence and not less than what is consistent to be compatible within the block.~~
- ~~V. T. Roof Material. All secondary residential accessory dwelling units shall have roofing material consisting of shingles or other material customarily used for residential units; compatible with the roof of the primary residence and not less than what is consistent to be compatible within the block.~~
- ~~W. U. Roof Overhangs. All secondary residential accessory dwelling units shall have a roof overhang similar and compatible with the primary residence or what is consistent to be compatible within the block.~~
- ~~X. V. Exterior. All secondary residential accessory dwelling units shall have exterior materials compatible with the primary residence or what is consistent to be compatible within the block.~~
- ~~Y. W. Design. The secondary residential accessory dwelling unit shall be clearly subordinate to the principal residential unit on the parcel by size, location and appearance.~~
- ~~Z. X. Utilities. Accessory dwelling units shall be provided with water, sewer and other utilities as determined by the building official.~~
- ~~1. All secondary residential units shall have completely separate utilities, such as sewer, water, gas and garbage.~~
 - ~~2. All utilities shall be adequate to serve both residential units.~~
 - ~~3. Secondary units shall not be located over underground utilities serving the primary unit.~~
 - ~~4. Modifications from the above regulations may be approved by the building official if the modification is not detrimental to the health, safety and general welfare of the residence or general public and if the modifications conform to standards and adopted codes of the city.~~

~~AA.~~ Y. Fees. All secondary residential accessory dwelling units shall be subject to all fees required for new construction as adopted by the city.

Z. An application for an accessory dwelling unit shall not be denied solely based on any maximum density requirements or standard.

17.70.025 Tiny House.

A. A Tiny House shall be allowed as a detached accessory dwelling unit provided the Tiny House complies with section 17.70.023, except no additional parking shall be required, and it meets the conditions listed in the 17.70.022 tiny house definition. A Tiny House is not required to comply with section 17.70.024.

4. DISCRETIONARY PERMITS - ANNUAL REVIEWS

Chapter 17.80 DISCRETIONARY PERMITS AND PROCEDURES

17.80.050 Findings.

A. For All Discretionary Permits. The following findings shall be made by the approving authority prior to the approval of any discretionary permit:

1. General Plan. The use or project proposed is consistent with the general plan.
2. Zoning Code. The use, activity or improvement(s) proposed is consistent with the provisions of the zoning code.
3. CEQA. The approval of the permit application is in compliance with the requirements of the California Environmental Quality Act.
4. Compatibility. The location, size, design and operating characteristics of the proposed use will not create conditions or situations that may be incompatible with other permitted uses in the vicinity.
5. General Welfare. The approval of the permit application will not result in conditions or circumstances contrary to the public health and safety and the general welfare.
6. Site Characteristics. That the site for the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features required by this chapter to adjust such use with the land and uses in the neighborhood.
7. That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.
8. That the proposed use will not be detrimental to the character of the development in the immediate neighborhood.
9. That the conditions stated in the resolution are deemed necessary to protect the public health, safety and general welfare. Such conditions may include:
 - a. Special yards, spaces and buffers;
 - b. Fences and walls;

- c. Surfacing of parking areas subject to specifications;
 - d. Requiring street dedications and improvements (or bonds) subject to the provisions of the site plan review of this title, including service roads or alleys when practical;
 - e. Regulation of points of vehicular ingress and egress;
 - f. Regulation of signs;
 - g. Requiring landscaping and the maintenance thereof;
 - h. Requiring the maintenance of the grounds;
 - i. Regulation of noise, vibration and odors;
 - j. Regulation of time for certain activities;
 - k. A bond for the removal of such use within a specified period of time; ~~and~~
 - l. Such other conditions as will make possible development in an orderly and efficient manner; and
 - m. Authorization for staff to bring back discretionary permits for a Planning Commission review after a specified period of time.
- B. New Use Allowed. Where the enabling ordinance authorizes a discretionary permit to allow a principal use not specifically identified as permitted or prohibited, the following additional finding shall be made in addition to subsection (A) of this section:
- 1. The proposed use is consistent with the purpose and intent of the (name) district/planning area.

5. MWELO STANDARDS

Chapter 17.82 DESIGN GUIDELINES

17.82.020 Design guidelines.

- A. The site should be designed so as to create a development which is pleasant in character, human in scale and facilitates on-site circulation.
 - 1. The location and design of the project should not unnecessarily adversely impact surrounding properties or harm the public health, safety or general welfare.
 - 2. Existing natural features such as trees, other native vegetation, natural ground forms, water and view shall be retained to the maximum extent feasible.
 - 3. The visual impact and presence of vehicles shall be minimized by generally siting parking areas to the rear or side of the property rather than along street frontages, and screening parking areas from view, both interior and exterior to the site.

4. All exterior lighting is to be directed onto the site and away from adjacent residential properties.
 5. Where appropriate due to the nature of the project, bicycle parking with access from adjacent streets, driveways or paths shall be provided.
 6. Traffic congestion or impairment of traffic visibility shall be avoided.
 7. Pedestrian safety and welfare shall be protected.
 8. Parking areas shall be provided in accordance with Section 17.64.070.
- B. There is no single architectural style and design theme for Dinuba. Good architectural style and design should reflect compatibility with the character of the area. Compatibility includes building style, size, setback, form, color and material considerations.
1. The architectural style and design shall enhance the neighborhood and contribute beneficially to the overall design quality and visual character of the community, and maintain a stable, desirable character.
 2. A consistent color scheme should be used throughout a project and the scheme(s) should not contrast negatively with the character of the area.
 3. The design of projects containing many buildings should provide variety in building size and massing. A mixture of single and multistory buildings should be used.
 4. The architectural scheme (form, materials, color and detailing) of a building should be carried throughout all exterior elevations to achieve design, harmony and continuity.
 5. Coordinate roof shape, color and texture with the overall building design.
 6. Continue on all elevations the architectural character established for the street facing elevations to the extent possible.
 7. Mechanical equipment and utilities, with the exception of solar heating panels, shall be architecturally screened from view. Rooftop mechanical and electrical equipment and appurtenances to be used in the operation and maintenance of a building shall be installed so as not to be visible from any point at or below the roof level of the subject building. This requirement shall apply in construction of new buildings, and in any alteration of mechanical systems of existing buildings that results in significant changes in such rooftop equipment and appurtenances. The features so regulated shall, in all cases, be either enclosed by out building walls or parapets, or grouped and screened in a manner architecturally compatible with the building. Minor features not exceeding one foot in height shall be exempted from this requirement, except that such minor features shall be of a color that minimizes glare and blends with the building. Ground- or interior-mounted mechanical equipment is strongly recommended.

8. Ensure that the physical proportions of the project and the manner in which the project is designed is appropriate in relation to the size, shape and topography of the site and adjacent developments.
 9. Buildings with box-like appearances, lacking architectural variation on all elevations, are discouraged. Architectural variation can be achieved through a variety of design techniques, including but not limited to:
 1. Off-setting or varying building setbacks;
 2. Providing covered porches, balconies and entries;
 3. Combining single-story and two-story construction in a single building, with single-story nearest property lines;
 4. Varying roof lines, height and type and building elevations;
 5. Providing meandering sidewalks.
 10. Each project shall contain a sufficient number of trash enclosures to adequately serve the use. Said enclosures shall be constructed to city standard specifications.
 11. Screen exterior trash and storage areas, service yards, loading docks and utility services from view of all nearby streets and adjacent structures in a manner that is compatible with building and site design.
 12. All sides of commercial buildings shall be architecturally treated to produce an aesthetically pleasing facade which is of a design compatible with surrounding commercial buildings and the character of the community.
 13. Signage should be compatible with the architectural style and design of the building and should contribute beneficially to the overall design quality and visual character of the community.
- C. Landscaping should be included in any project design to create a pleasing appearance from both within and off the site. Site landscaping should be utilized to promote the character of the city, particularly as demonstrated by large shade trees.
1. Landscape and Irrigation Plans Required. A landscape and irrigation plan drawn to scale and dimensioned shall be submitted to the development services division for all new projects in all nonresidential zones, and for all new residential projects of two or more units.
 - a. Landscape Plan Contents. A landscape plan shall contain at a minimum the following information:
 - i. List of plants (common and botanical names)–with water use classification, according to the latest Water Use Classification of Landscape Species (WUCOLS).

- ii. Plant size, trees shall be a minimum of fifteen gallon size and shrubs a minimum of five gallon- size, when available.
 - iii. Plant location, with size and type identification.
 - iv. Location of existing trees with a trunk diameter of six inches or greater.
- b. Irrigation Plan Contents. An irrigation plan shall contain at a minimum the following information:
 - i. Location, type and size of lines.
 - ii. Location, type, gallonage output, and coverage of heads- and emitters.
 - iii. Location and size of valves.
 - iv. Location and type of controller-, with all sensors listed.
 - v. Location and type of backflow prevention device.
 - vi. Available water pressure, water meter outlet size, and flow rates at meter.
- 2. Maintenance of Landscape. Planting areas shall be permanently maintained, including watering, weeding, pruning, trimming, edging, fertilizing, insect control, and replacement of plant materials and irrigation equipment as needed to preserve the health and appearance of plant materials. All trees, shrubs, and plants which, due to accident, damage, disease, or other cause, fail to show a healthy growth shall be replaced. Replacement plants shall conform to all the standards which govern the original planting installation.
- 3. Landscaping for commercial, industrial and multifamily uses shall be irrigated with an automatic, timed ~~sprinkler~~ irrigation system.
- 4. Native and mature trees and vegetation shall be retained and integrated.
- 5. Landscaping should be planned as an integral part of the project and not simply located in leftover space after parking and building siting.
- 6. Street trees shall be installed in accordance with the city street tree master plan.
- 7. Dense landscaping shall be installed to screen unattractive views and features such as storage areas, trash enclosures, and transformers.
- 8. Landscaping within and adjacent to parking areas shall be provided to screen vehicles from view and minimize the expansive appearance of parking areas.
- 9. Deciduous trees along the south and west building exposures shall be encouraged.
- 10. Ground cover shall be of live plant material. Gravel, colored rock, bark, and similar materials ~~are generally not acceptable~~ shall be limited to 25% maximum.

11. Landscaping shall permit adequate sight distance for motorists and pedestrians entering and exiting the site.
12. Landscaping shall be designed and maintained so as to prevent illegal or inappropriate access onto or into any structure by climbing trees and bushes.

Chapter 17.71 SPECIAL PROVISIONS AND DEVELOPMENT STANDARDS

17.71.130 Landscaping.

- A. Whenever this zoning title requires landscaping, the following standards of design, installation and maintenance shall be observed:
 1. When property is undeveloped at the time landscaping requirements are imposed upon the property, all required landscaping shall be provided and maintained prior to the time a main building is occupied for any use requiring a building or when any open use, other than agricultural, occurs on the property.
 2. All vegetation shall be provided with an adequate, permanent and nearby source of water by means of installed on-site water sprinklers or a flood irrigation system. The irrigation system shall be designed to irrigate all plant material and to supply adequate on-site water to grow healthy plants under Dinuba's climatic conditions. The irrigation plan shall indicate the type of heads, pipe size, valve size, backflow valve and water supply size and source.
 3. Landscaping provided in conjunction with any use requiring a site plan shall be generally designated on the site plan. Prior to the issuance of any building permit, a detailed landscape planting, irrigation and grading plan (when a landscape mound is proposed) shall be submitted to a scale of not less than one inch equaling forty feet, which shall show the location, size and variety of all plantings, water supply, contours and similar designations as the director may require.
 4. All vegetation shall be maintained free of physical damage or injury from lack of water, excess chemical fertilizer or other toxic chemical, or disease, and any such vegetation which shows signs of such damage or injury shall be replaced by the same or similar vegetation of a size and character which will be comparable at full growth.
 5. Landscaping shall be kept free from weeds and undesirable grasses.
 6. Every property owner or occupant shall be responsible for the maintenance and care of all trees, shrubs, plants and vegetation in the street right-of-way abutting such property.
 7. Planting. Except for driveways and as otherwise provided by this title, all required yards shall be landscaped. Each residential parcel of land or lot shall have a minimum of one medium-sized tree for each residential unit. Each commercial and industrial parcel of land or lot shall have a minimum of one medium-sized tree for every two parking spaces. Two small trees (fifteen to thirty feet at maturity) shall be counted as one medium-sized tree. All present and future tree planting and shrub planting shall conform to the requirements of the city.
 8. Parking Lot Shading. The following provisions shall apply in all PO and C districts as well as the PA overlay district:
 - a. For new uses, fifty percent of paved parking lot surfaces shall be shaded by tree canopies within fifteen years of planting. This requirement may be reduced for existing development if it is demonstrated that the constraints of an existing site

would make it impossible to meet the normal standard. The requirement for parking lot shading for existing development shall apply if new construction or remodeling results in an addition of two thousand five hundred square feet or more. The amount of shading required for existing development shall be determined during the site plan review process but shall be in keeping with the intent of the section.

- b. A “paved parking lot” shall include parking stalls, driveways and maneuvering areas.
 - c. Trees planted to satisfy the requirements of these guidelines are subject to established landscaping requirements as identified in subsection (A)(7) of this section. This requirement may be waived if the standards for shading have been met.
 - d. A landscaping plan which details the degree of compliance with the parking lot shading is required. The plan shall show:
 - i. All landscaped areas;
 - ii. Tree canopies drawn to scale representing the estimated canopy at a fifteen-year growth period;
 - iii. The total area in square feet of the paved parking lot, driveways and maneuver areas and the area shaded by tree canopies. A schedule listing total parking area, shaded area and the percentage of parking area shaded should be included;
 - iv. A schedule of the specific names of proposed trees and their sizes.
 - e. To simplify the process of determining compliance, the true angle of deflection of natural sunlight shall not be considered. Shaded areas shall be assumed to be only those portions of a paved parking lot directly beneath the shading canopy or drip line.
 - f. Any portion of a paved parking lot shaded by a manmade structure (overhangs and covered parking for instance) shall be subtracted from the area of the parking lot to be shaded.
 - g. Trees planted along the perimeter of a lot may be counted as providing shade for the full area of their canopy.
 - h. If the degree of overlap between trees is less than fifteen percent, all trees may be counted as shading one hundred percent of their canopy. If the degree of overlap is fifteen percent or greater, then it will be necessary to perform individual calculation to determine the area of shading.
 - i. A ten percent minor deviation of the shading standard may be approved by the director if it is found that the normal standards would impose an undue hardship.
9. The director may allow minor deviations from a landscape site plan.
10. The updated Model Water Efficient Landscape Ordinance, Sections 490-495, Chapter 2.7, Division 2, Title 23 in the California Code of Regulations, which may be referred to in this Code as the MWELO, as promulgated by the California Department of Water Resources, as may be amended, is hereby adopted and incorporated by reference into the Code. One copy of the MWELO is on file and available for use by the public in the City of Dinuba Public Works Department.
- B. Whenever any person neglects to conform to this title, or a site plan concerning any landscaping or landscaped area, the director may require, upon thirty days’ written notice,

such compliance. In the event noncompliance continues, in whole or in part, the director may cause work to be done and plantings to be made to bring the landscaping or area into compliance. The work and plantings and a lien therefor shall be accomplished as provided for in the Dinuba Municipal Code.

TEMPORARY USES – CELL PHONE BOOTHS

Chapter 17.71 SPECIAL PROVISIONS AND DEVELOPMENT STANDARDS

17.71.170 Temporary uses.

- A. Purpose. The purpose of this section is to regulate temporary land use activities which may adversely affect the public health, safety and welfare.
- B. Authority. The director is authorized to approve, approve with conditions, or to deny such request. The director may establish conditions including, but not limited to, hours of operation, parking, signage and lighting, traffic circulation and access, temporary or permanent site improvements, and other measures necessary to minimize detrimental effects on surrounding properties. The director also may require a cash deposit or cash bond to defray the costs of cleanup of a site by the city in the event the applicant fails to leave the property in a satisfactory condition, or to guarantee removal and/or reconversion of any temporary use to a permanent use allowed in the subject district.
- C. Temporary Uses in All Districts. Notwithstanding underlying zoning, temporary use permits may be granted for fruit and vegetable stands on properties primarily within undeveloped agricultural areas. All fruits and vegetables sold at such stands shall be grown by the owner/operator or purchased by said party directly from a grower/farmer.
- D. Temporary Uses in Residential Zoning Districts. The following temporary uses may be allowed in any residential zoning district:
 1. Enclosed temporary construction materials storage yards in any residential district, required in connection with the development of subdivisions.
 2. Model homes and subdivision sales offices pursuant to subsection (F) of this section.
 3. Trailer coaches or mobile homes on active construction sites pursuant to subsection (G) of this section.
- E. Temporary Uses in Commercial and Industrial Zoning Districts. The following temporary land use activities may be allowed in the PO, C-1, C-2, C-3, C-4, M-1, and M-2 zoning districts, unless otherwise stated below:
 1. Parking lot and sidewalk sales for businesses located within a C district;
 2. Outdoor art and craft shows and exhibits subject to not more than fifteen days of operation or exhibition in any ninety-day period;
 3. Seasonal retail sale of agricultural products raised on the premises, limited to periods of ninety days in a calendar year and when parking and access is provided to the

- satisfaction of the director. A minimum of ten off-street parking spaces shall be provided with provisions for controlled ingress and egress to the satisfaction of the director;
4. Religious, patriotic, historic, or similar displays or exhibits within yards, parking areas or landscaped areas, subject to not more than fifteen days of display in any ninety-day period for each exhibit;
 5. Christmas tree or pumpkin sales lots subject to the following:
 - a. All such uses shall be limited to thirty days of operation per calendar year,
 - b. All lighting shall be directed away from and shielded from adjacent residential areas;
 6. Circuses, carnivals, rodeos, pony riding or similar traveling amusement enterprises subject to the following:
 - a. All such uses shall be limited to not more than fifteen days, or more than three weekends, of operation in any one-hundred-eighty-day period. To exceed this time limitation shall require the review and approval of a conditional use permit,
 - b. All such activities shall have a minimum setback of one hundred feet from any residential area. This may be waived by the director if no adverse impacts would result,
 - c. Adequate provisions for traffic circulation, off-street parking and pedestrian safety shall be provided to the satisfaction of the director,
 - d. Restrooms shall be provided,
 - e. Security personnel shall be provided,
 - f. Special, designated parking accommodations for amusement enterprise workers and support vehicles shall be provided,
 - g. Noise attenuation for generators and carnival rides shall be provided to the satisfaction of the director;
 7. Model homes and subdivision sales offices pursuant to subsection (F) of this section;
 8. Trailer coaches or mobile homes on active construction sites pursuant to subsection (G) of this section;
 9. Temporary sidewalk sales and use of the public right-of-way for the display and sale of merchandise not associated with businesses in the C districts, including distribution of free or reduced price cell phones, shall require approval by the director. The use for such purposes shall be limited to two weeks. Permanent use for such purposes is strictly prohibited;

10. Temporary revival church services shall be permitted in the C-2 (downtown commercial) and C-4 (general commercial) districts, subject to administrative approval per Chapter 17.80;
 11. Mobile homes to provide temporary living or office quarters for circus or carnival personnel in accordance with an approved conditional use permit;
 12. The following temporary signs and nameplates may be erected without obtaining a sign permit, in accordance with Chapter 17.72:
 - a. Temporary display posters in connection with nonprofit civic and cultural events and with noncommercial health, welfare and safety campaigns (such as Red Cross, United Crusade, Tuberculosis Seals, Heart Fund, performing arts and the like). Such posters shall be removed within fourteen days after the termination of the event;
 - b. Temporary window signs (non-internally illuminated) announcing special sales, a change in management, individual product and/or price signs or similar information and designed to be viewed from adjacent streets, sidewalks, public rights-of-way or parking lots within a business center. This section is not intended to allow additional permanent signs;
 - c. Temporary signs for the purpose of directing traffic to a residential property for sale shall be permitted; provided, that such signs shall have an area on any face not greater than three square feet, shall be limited to two in number pertaining to any property and shall be displayed only during the hours between eight a.m. and five p.m.;
 13. Temporary Signs. Temporary signs of an area not greater than thirty-two square feet may be erected or maintained for a period of not more than ninety days upon approval of the director and the obtaining of a temporary sign permit from the building official, in accordance with Chapter 17.72, other provisions of this chapter notwithstanding;
 14. Temporary Outdoor Fireworks Sales. Where such uses are approved, the sign standards allowed for such uses shall be as follows, in accordance with Chapter 17.72: temporary A-frame and I-frame signs may be used. Total number of signs per street frontage shall be one not to exceed twenty-five square feet in size nor six feet in height. Maximum sign area for all street frontages shall not exceed fifty square feet;
 15. Temporary telephone booths in the P overlay district.
- F. Model Home and Subdivision Sales Offices. Model homes may be used as offices solely for the first sale of homes within a recorded tract subject to the following conditions:
1. The sales office may be located in a garage, trailer or dwelling;
 2. Approval shall be for a two-year period, at which time the sales office use shall be terminated and the structure restored back to its original condition. Extensions may be granted by the

director in one-year increments up to a maximum of four years or until ninety percent of the development is sold, whichever is less;

3. A cash deposit, letter of credit or any security determined satisfactory to the city shall be submitted to ensure the restoration or removal of the structure;
4. The sales office is to be used only for transactions involving the sale, rent or lease of lots and/or structures within the tract in which the sales office is located, or contiguous tracts;
5. Failure to terminate the sales office and restore the structure or failure to apply for an extension on or before the expiration date will result in forfeiture of the cash deposit, a halt in further construction or inspection activity on the project site and enforcement action to ensure restoration of the structure;
6. Street improvements and temporary off-street parking at a rate of two spaces per model shall be provided prior to commencement of sales activities or the display of model homes;
7. Flags, pennants or other on-site advertising shall be regulated pursuant to Chapter 17.72.

G. Trailer Coaches or Mobile Homes on Active Construction Sites. Trailer coaches or mobile homes may be permitted on active construction sites for use as a temporary living quarters for security personnel, or temporary residence of the subject property owner, subject to the following restrictions:

1. The director may approve a temporary trailer for the duration of the construction project or for a specified period, but in no event for more than two years. If exceptional circumstances exist, a one-year extension may be granted; provided, that the building permit for the first permanent dwelling or structure on the same site has also been extended;
2. Installation of trailer coaches may occur only after a valid building permit has been issued;
3. A recreational vehicle being defined as a motor home, travel trailer, truck camper or camping trailer, with or without motive power, shall not be permitted pursuant to this section;
4. Any permit issued pursuant to this section in conjunction with a construction project shall become invalid upon cancellation or completion of the building permit for which this use has been approved, or the expiration of the time for which the approval has been granted.

SECTION 3. SEVERABILITY.

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

SECTION 4. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted

and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

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

SECTION 5. The foregoing Ordinance 2017-03 introduced at a regular meeting of the City Council of the City of Dinuba on the 25th day of April, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor of the City of Dinuba

ATTEST:

Linda Barkley, Deputy City Clerk

**DINUBA PLANNING COMMISSION
RESOLUTION NO. 1046**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF DINUBA**

Zoning Text Amendment No. 2017-01, Amendments 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).

WHEREAS, at a regularly held meeting on April 4, 2017, the Dinuba Planning Commission conducted a public hearing to consider Application No. 2017-03; and

WHEREAS, City Staff proposed several text amendments to the City of Dinuba Municipal Code; and

WHEREAS, the project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that this project may have a significant effect on the environment; therefore, the activity is not subject to CEQA. [Reference: State CEQA Guidelines sec. 15061(b)(3), General Rule Exemption]; and

WHEREAS, the Dinuba Planning Commission conducted a public hearing on April 4, 2017, at the regular Commission meeting that was properly noticed pursuant to the Dinuba Municipal Code; and

WHEREAS, the Planning Commission of the City of Dinuba hereby makes the following findings regarding the proposed text amendments:

1. The zoning amendment is consistent with the General Plan goals, policies, and implementation programs.
2. The zoning amendment promotes the health, safety, peace, morals, comfort and general welfare; and

WHEREAS, the Planning Commission, having considered the staff report and all testimony presented in this matter, was of the opinion that the proposed text changes, contained within Application No. 2017-01 should be approved as presented; and

NOW, THEREFORE BE IT RESOLVED that the Planning Commission of the City of Dinuba does hereby affirm in its entirety and adopts Resolution No. 1046 recommending approval of Application No. 2017-03 to the Dinuba City Council.

PASSED, APPROVED and ADOPTED this 4th day of April, 2017 by the following vote:

AYES: Alvarado, Carrion, Cendejas, Conklin, Faust

NOES: None

ABSENT: None

ABSTAIN: None



Tim Conklin, Chair
Dinuba Planning Commission

ATTEST:



Cristobal Carrillo, Secretary
Dinuba Planning Commission

EXHIBIT "A"

Application No. 2017-03 Proposed Zone Text Amendments

1. RESTAURANTS WITH BAR/LOUNGE, AUTOMOBILE AUDIO AND SECURITY INSTALLATIONS, AND EXISTING RESIDENTIAL IN COMMERCIAL – USES ALLOWED IN OFFICE AND COMMERCIAL DISTRICTS

Chapter 17.48 USES ALLOWED IN OFFICE AND COMMERCIAL DISTRICTS

17.48.030 Use matrix, office and commercial districts.

Uses	PO	C-1	C-2	C-3	C-4
Any residential use existing on the effective date of the ordinance codified in this title	A	P	P	P	P
<u>Automobile, audio and security installations within an enclosed structure</u>			<u>A</u>		<u>A</u>
Restaurants, including restaurant with bar/lounge			U	A-U	

2. DAY CARES

Chapter 17.26 USES ALLOWED IN RESIDENTIAL DISTRICTS

17.26.030 Use matrix, residential districts.

Uses	RCO	AN	RA	R	RM
<u>Licensed family day care centers for six or fewer children as an accessory use</u>				<u>P</u>	<u>P</u>
Licensed family day care centers for seven to twelve <u>seven to fourteen</u> children as an accessory use				A	A
<u>Licensed family day care centers for fifteen or more children as an accessory use</u>				<u>U</u>	<u>U</u>

Chapter 17.48 USES ALLOWED IN OFFICE AND COMMERCIAL DISTRICTS

17.48.030 Use matrix, office and commercial districts.

Uses	PO	C-1	C-2	C-3	C-4
<u>Licensed family day care centers for fourteen or fewer children</u>	<u>A</u>				
Licensed family day care centers for thirteen <u>fifteen or more</u> children	U				

3. MANUFACTURED HOUSING, ACCESSORY DWELLING UNITS AND TINY HOUSES

Chapter 17.70 MANUFACTURED HOUSING, ~~SECONDARY RESIDENTIAL~~ ACCESSORY DWELLING UNITS, HOME OCCUPATIONS, GARAGE SALES AND MOBILE HOME PARKS

Article I. Manufactured Housing

17.70.012 Definitions.

As used in this article:

- A. "Block" means all property fronting on one side of a street between points where such street is intersected by streets, railroad rights-of-way or city boundaries, or terminated by a dead end.
- B. "Compatible" means that the manufactured home is capable of being efficiently integrated in the neighborhood without altering the neighborhood's overall appearance.
- C. "Manufactured home" means:
 - 1. A structure, transportable in one or more sections, which is eight body feet or more in width, and is at least ~~thirty-two~~ forty body feet or more in length, ~~and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation, in traveling mode, or, when erected on site, is three hundred twenty or more square feet, and is designed to be used as a single-family dwelling~~ when connected to the required utilities;
 - 2. A living unit built to the specifications of the National Manufactured Housing Construction and Safety Standards Act of 1974, constructed after ~~October~~ June 15, 1976.
- D. "Site development review" consists of a plot plan of the proposed development and any other information as required on the site plan application form necessary for the evaluation of compatibility of the manufactured home.

17.70.013 Requirements.

- A. Permitted Uses. All uses listed as permitted uses in the existing district shall be permitted in the residential manufactured home zone.
- B. Conditional Uses. All uses listed as conditional uses in the existing district shall be permitted, subject to the approval of a conditional use permit.

- C. Space Between Buildings. The minimum distance between manufactured homes and accessory buildings shall be the same permitted under the existing district.
- D. Signs. No outdoor advertising structures or signs of any character shall be permitted except as permitted within the existing district.
- E. Off-Street Parking. Off-street parking facilities shall be provided on site for each manufactured home lot, as required under the existing district.
- F. Fences, Walls and Hedges. Fences, walls and hedges in the residential manufactured home zone shall comply with the same requirements of the existing district.
- G. Buildable Area. The maximum lot coverage shall be as required within the existing district.
- H. Lot Area. The minimum lot area shall be as required within the existing district.
- I. Frontage, Width and Depth of Lot. The minimum frontage, width and depth requirements shall be as required within the existing district.
- J. One Dwelling Unit Per Lot. Not more than one dwelling unit shall be allowed on each lot, except as provided within the existing district.
- K. Yard Requirements. Yard requirements shall be the same as required with the existing district.
- L. Building. The maximum height of permitted and accessory structures shall be as provided within the existing district.
- M. Date of Manufacture. No manufactured home shall be installed that was manufactured more than ten years from the date of application for a building permit for installation.

17.70.014 Development standards and conditions.

- A. Finish Floor Elevation. All manufactured homes shall be installed on a foundation at the same finish floor elevation compatible to existing standards established within the block in the existing district, and excavated to comply to all standards of the Uniform Building Code, approved by the building official.
- B. Foundations. All ~~permanent~~ manufactured homes shall be installed on a permanent foundation in accordance with city building codes; Section 18551 of the State Health and Safety Code; State of California Housing and Community Development regulations; or a foundation designated by an engineer, licensed within the state of California. The approved method of securing the manufactured home to a permanent foundation shall be detailed when submitting plans for plan check and permit.
- C. Roof Pitch. All manufactured homes shall have a roof pitch of not less than three-inch vertical rise for each twelve inches of horizontal run, or not less than what is consistent to be compatible within the block in the existing district.
- D. Roofing Material. All manufactured homes, and their accessory garages or carports shall have a roof consisting of asphalt composition, clay, tile, concrete or metal tile or panels, slate, built-up

asphaltic-gravel materials ~~shingles~~ or other material customarily used for conventional dwellings, compatible with all roofs within the block in the existing district.

- E. Roof Overhang. All manufactured homes ~~shall have a roof overhang similar and compatible with roof overhangs within the block as in the existing district.~~ and their garages or carports shall have a pitched roof with a minimum sixteen-inch roof overhang on each of the perimeter walls such that the overhang is architecturally integrated into the design of the dwelling unit.
- F. Exterior Material. All manufactured homes shall be covered with wood, masonry, concrete, stucco, metal lap, or an exterior material customarily used on conventional dwellings, compatible within the block in the existing district. The exterior covering material shall extend to the ground, except that when a solid concrete or masonry perimeter foundation is used, the exterior covering material need not extend below the top of the foundation.
- G. Minimum Width of Manufactured Home. All manufactured homes shall have a minimum width of twenty feet, or be compatible with existing conventional dwellings within the block in the district.
- H. Alterations. The manufactured home shall not have been, or shall not be, altered in violation of applicable codes; any manufactured home altered shall not be allowed to be located into the existing district unless certified by the Department of Housing and Community Development prior to the issuance of a permit by the building official.
- I. Certification. All manufactured homes shall be certified under the National Mobile Home Construction and Safety Standards Act of 1974 (42 USC Section 5401 et seq.).
- J. Residential Use. All manufactured homes shall be occupied only as a single-family residential unit.
- K. Utility Connections. All manufactured home utility connections pertaining to electrical, gas, water, mechanical and sewer shall be installed in a permanent manner applicable to a permanent single-family residential structure in the existing district. Location of water meters and gas meters shall conform to adopted standards of the city.
- L. Accessory Building. All manufactured home accessory buildings such as detached garages, carports, patios or accessory buildings shall conform to all requirements of the Uniform Building Code or Department of Housing and Community Development requirements; all materials used for roofing and exterior shall be compatible with material customarily used on conventional accessory structures within the block in the existing district.
- M. Wheels and Axles. All manufactured home tow bars, wheels and axles shall be removed when the manufactured home is installed on a residential lot, so as to be compatible with structures within the existing district.
- N. Fees. All manufactured homes shall be subject to all fees required for new single-family dwellings as adopted by the city.
- O. Zone Requirements. All manufactured homes shall meet all requirements for the zone in which they are located.

- P. Modifications. No modifications shall be granted to a manufactured home unless approved by the Department of Housing and Community Development and the building official for the city.
- Q. Administrative Site Plan Review. No manufactured home shall be constructed until a site plan has been approved as prescribed in Chapter 17.80.
- R. Permits. Prior to the installation of a manufactured home on a permanent foundation, the owners of the manufactured home or a licensed contractor shall obtain a building permit.
- S. Surrender of Registration. Subsequent to applying for the required building permits, and prior to the occupancy of a manufactured home on a permanent foundation, a certification of occupancy is to be issued by the building official pursuant to Section 18551 ~~the owner shall request a certificate of occupancy be issued pursuant to Section 18557(a)~~ of the California Health and Safety Code. Thereafter, any vehicle license plate, certificate of ownership and certification of registration issued by a state agency is to be surrendered to the appropriate state agencies. Any manufactured home which is permanently attached with foundation must bear a California insignia or federal label, pursuant to Section 18550(b) of the Health and Safety Code.
- T. Appeals. Any decision made by city officials on the compatibility of a manufactured home within a block in any district pursuant to this chapter may be appealed by the applicant or an aggrieved party to the planning commission.
- U. Deviations. The community development department may approve deviations from one or more of the standards of this subsection on the basis of a finding that the architectural style proposed provides compensating design features and that the proposed dwelling will be compatible and harmonious with existing structures in the vicinity.

Article II. ~~Secondary Residential~~ Accessory Dwelling Units in Single-Family and Multifamily Zones

17.70.020 ~~Secondary residential units~~ Accessory dwelling units in single-family and multifamily zones.

See Sections 17.70.021 through 17.70.024 for provisions regarding ~~secondary residential~~ accessory dwelling units in single-family and multifamily zones.

17.70.021 Purpose.

- A. The purpose of this article is to provide a mechanism for legitimizing existing ~~residential-second~~ accessory dwelling units in single-family zoning districts and to allow for new ~~residential-second~~ accessory dwelling units as a permitted use in all single-family and multifamily residential zoning districts.
- B. The city encourages a range of housing types, styles and costs to suit the varying needs of the elderly, low and moderate income individuals, and other economic groups; and ~~residential second~~ accessory dwelling units will prove a valuable source of rental housing.
- C. ~~Secondary residential~~ Accessory dwelling units shall be allowed in all RA, R and RM districts subject to development standards and conditions, as outlined in this chapter.

17.70.022 Definitions.

As used in this article:

"Accessory dwelling unit" means a separate residential unit containing sleeping quarters, kitchen and bathroom facilities created within an RA, R or RM district that already contains one or more legally created residential units.

"Block" means all property fronting on one side of a street between points where the street is intersected by streets, railroad rights-of-way or city boundaries or terminated by a dead-end.

"Compatible" means that the ~~secondary residential~~ accessory dwelling unit is capable of being efficiently integrated in the neighborhood without altering the neighborhood's overall appearance.

~~"Secondary residential unit" means a separate residential unit containing sleeping quarters, kitchen and bathroom facilities created within an RA, R or RM district that already contains one or more legally created residential units.~~

"Tiny house" means a structure intended for separate, independent living quarters for one household that meets these six conditions:

1. Is licensed and registered with the California Department of Motor Vehicles and meets ANSI 119.2 or 119.5 requirements;
2. Is towable by a bumper hitch, frame-towing hitch, or fifth-wheel connection and cannot (and is designed not to) move under its own power. When sited on a parcel per requirements of this Code, the wheels and undercarriage shall be skirted;
3. Is no larger than allowed by California State Law for movement on public highways;
4. Has at least one hundred square feet of first floor interior living space and shall not exceed a total of four hundred square feet;
5. Is a detached self-contained unit which includes basic functional areas that support normal daily routines such as cooking, sleeping, and toiletry; and
6. Is designed and built to look like a conventional building structure.

17.70.023 Requirements.

- A. Permitted Uses. All uses listed as permitted uses in the existing district.
- B. Conditional Uses. All uses listed as conditional uses in the existing district shall be permitted, subject to the approval of a conditional use permit.
- C. Off-Street Parking. ~~Off street parking facilities shall be provided on site for all secondary residential units as required under the existing district. One additional off-street parking space shall be provided for the accessory dwelling unit. The additional parking space may be a paved tandem space on an existing driveway. The additional parking space shall be waived if in any of the following instances:~~
 1. The accessory dwelling unit is located within one-half mile of public transit.

2. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 3. The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
 4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 5. When there is a car share vehicle located within one block of the accessory dwelling unit.
- D. Fences, Walls and Hedges. Fences, walls and hedges for ~~secondary residential~~ accessory dwelling units shall comply with the same requirements of the existing district.
- E. Buildable Area. The minimum lot coverage shall be as required within the existing district.
- F. Lot Area. The minimum lot area shall be as required within the existing district.
- G. Frontage, Width and Depth of Lot. The minimum frontage, width and depth requirements shall be as required within the existing district.
- H. Yard Requirements. Yard requirements shall be the same as required in the existing district.
- I. Building Height. The maximum height of ~~secondary residential~~ accessory dwelling units shall be as required within the existing district.
- J. Space Between Buildings. The minimum distance between detached ~~secondary residential~~ accessory dwelling units shall be the same under the existing district.

17.70.024 Development standards and conditions.

- A. ~~An secondary residential accessory dwelling unit may~~ shall be either attached to the existing single-family dwelling or be separated from the existing single-family detached residence by not less than ten feet or the separation as allowed by the Uniform Building Code, whichever is less.
~~under the following standards:~~
1. ~~The addition of a separate secondary residential unit attached to an existing residential structure;~~
 2. ~~Conversion of an existing residential structure whereby sleeping, kitchen and bathroom facilities are not shared in common;~~
 3. ~~Conversion of an attic, basement, garage, accessory structure or any other previously uninhabited structure; or~~
 4. ~~Construction of a separate detached secondary residential unit on the parcel in addition to an existing residential structure.~~
- B. Height. A conditional use permit shall be required for all ~~secondary residential~~ accessory dwelling units constructed over one story in all RA, R and RM districts.

- C. Number of Units. Only one ~~secondary residential~~ accessory dwelling unit shall be permitted on any parcel.
- D. Facilities. The ~~secondary residential~~ accessory dwelling unit shall contain separate living, kitchen and bathroom facilities.
- E. Construction. All ~~secondary residential~~ accessory dwelling units shall be constructed so as to be compatible with the existing primary residence and existing residences within the neighborhood.
- F. Screening. All detached ~~secondary residential~~ accessory dwelling units shall be appropriately screened so as not to be visible from the front street.
- G. Construction Within the Rear or Side Yard. Any attached or detached ~~secondary residential~~ accessory dwelling unit ~~shall~~ may be constructed ~~wholly~~ within the rear or the side yard of the existing single-family residence.
- H. Mobile Homes. Mobile homes shall not be permitted as an ~~secondary residential~~ accessory dwelling unit.
- I. Manufactured Homes. Manufactured homes shall be allowed as a detached ~~secondary residential~~ accessory dwelling unit provided the manufactured unit complies to standards and conditions of this chapter.
- ~~J. Owner Occupied. The owner or owners of the parcel upon which the secondary unit is created shall occupy one of the residential units on the parcel. A covenant running with the land between the city and the owner shall be recorded prior to the issuance of a building permit.~~
- ~~K. Existing Unit. A residential unit shall exist on a parcel before a secondary residential accessory dwelling unit may be authorized unless approved by the director.~~
- ~~L. Rental. The secondary residential accessory dwelling unit may be rented as a one-family unit.~~
- ~~M. One Family. The secondary residential accessory dwelling unit shall provide complete independent sleeping, kitchen and bathroom facilities for one family.~~
- ~~N. Access. The front entrance established for the secondary residential accessory dwelling unit shall not be located on the same street frontage of the primary residence.~~
- ~~O. Floor Area. Total floor area of the secondary residential unit shall be not less than one hundred fifty square feet. The increased floor area of an attached second unit shall not exceed thirty percent of the existing living area. The total area of floor space for a detached second unit shall not exceed one thousand two hundred square feet. An accessory dwelling unit shall not exceed one thousand two hundred square feet of floor area if separated from the existing single-family dwelling. If attached to the existing single-family residence, the floor area of the second unit shall not exceed fifty percent of the existing living area of the existing single-family dwelling. A manufactured home shall not be less than eight feet wide by forty feet long and three hundred twenty square feet in floor area. An efficiency unit shall not be less than one hundred square feet in floor area and meet all space and occupancy standards of Chapter 5 of the Uniform Housing Code.~~

- ~~P. Off Street Parking. One additional off street parking space not less than nine feet by twenty feet shall be provided for the secondary residential unit. Off street parking shall be located as prescribed per Chapter 17.64.~~
- ~~Q. O. Address. Address standards for the secondary residential accessory dwelling unit shall be the same as established for the existing district; one address per parcel.~~
- ~~R. P. Mailboxes. Mailboxes for the secondary residential accessory dwelling unit shall be the same as for the existing residential unit.~~
- ~~S. Q. Trash Disposal. Trash disposal services for secondary residential accessory dwelling units shall be the same as for those established in the existing zoning district.~~
- ~~T. R. Finish Floor Elevation. All secondary residential accessory dwelling units shall be constructed on a foundation at the same level of the primary residence or compatible to existing standards established within the block and comply with all standards of the Uniform Building Code and flood zone district.~~
- ~~U. S. Roof Pitch. All secondary residential accessory dwelling units shall have a roof pitch equal to the primary residence and not less than what is consistent to be compatible within the block.~~
- ~~V. T. Roof Material. All secondary residential accessory dwelling units shall have roofing material consisting of shingles or other material customarily used for residential units; compatible with the roof of the primary residence and not less than what is consistent to be compatible within the block.~~
- ~~W. U. Roof Overhangs. All secondary residential accessory dwelling units shall have a roof overhang similar and compatible with the primary residence or what is consistent to be compatible within the block.~~
- ~~X. V. Exterior. All secondary residential accessory dwelling units shall have exterior materials compatible with the primary residence or what is consistent to be compatible within the block.~~
- ~~Y. W. Design. The secondary residential accessory dwelling unit shall be clearly subordinate to the principal residential unit on the parcel by size, location and appearance.~~
- ~~Z. X. Utilities. Accessory dwelling units shall be provided with water, sewer and other utilities as determined by the building official.~~
- ~~1. All secondary residential units shall have completely separate utilities, such as sewer, water, gas and garbage.~~
 - ~~2. All utilities shall be adequate to serve both residential units.~~
 - ~~3. Secondary units shall not be located over underground utilities serving the primary unit.~~
 - ~~4. Modifications from the above regulations may be approved by the building official if the modification is not detrimental to the health, safety and general welfare of the residence or general public and if the modifications conform to standards and adopted codes of the city.~~

~~AA.~~ Y. Fees. All ~~secondary residential~~ accessory dwelling units shall be subject to all fees required for new construction as adopted by the city.

Z. An application for an accessory dwelling unit shall not be denied solely based on any maximum density requirements or standard.

17.70.025 Tiny House.

A. A Tiny House shall be allowed as a detached accessory dwelling unit provided the Tiny House complies with section 17.70.023, except no additional parking shall be required, and it meets the conditions listed in the 17.70.022 tiny house definition. A Tiny House is not required to comply with section 17.70.024.

4. DISCRETIONARY PERMITS - ANNUAL REVIEWS

Chapter 17.80 DISCRETIONARY PERMITS AND PROCEDURES

17.80.050 Findings.

- A. For All Discretionary Permits. The following findings shall be made by the approving authority prior to the approval of any discretionary permit:
1. General Plan. The use or project proposed is consistent with the general plan.
 2. Zoning Code. The use, activity or improvement(s) proposed is consistent with the provisions of the zoning code.
 3. CEQA. The approval of the permit application is in compliance with the requirements of the California Environmental Quality Act.
 4. Compatibility. The location, size, design and operating characteristics of the proposed use will not create conditions or situations that may be incompatible with other permitted uses in the vicinity.
 5. General Welfare. The approval of the permit application will not result in conditions or circumstances contrary to the public health and safety and the general welfare.
 6. Site Characteristics. That the site for the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features required by this chapter to adjust such use with the land and uses in the neighborhood.
 7. That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.
 8. That the proposed use will not be detrimental to the character of the development in the immediate neighborhood.
 9. That the conditions stated in the resolution are deemed necessary to protect the public health, safety and general welfare. Such conditions may include:
 - a. Special yards, spaces and buffers;

- b. Fences and walls;
- c. Surfacing of parking areas subject to specifications;
- d. Requiring street dedications and improvements (or bonds) subject to the provisions of the site plan review of this title, including service roads or alleys when practical;
- e. Regulation of points of vehicular ingress and egress;
- f. Regulation of signs;
- g. Requiring landscaping and the maintenance thereof;
- h. Requiring the maintenance of the grounds;
- i. Regulation of noise, vibration and odors;
- j. Regulation of time for certain activities;
- k. A bond for the removal of such use within a specified period of time; ~~and~~
- l. Such other conditions as will make possible development in an orderly and efficient manner; and
- m. Authorization for staff to bring back discretionary permits for a Planning Commission review after a specified period of time.

B. New Use Allowed. Where the enabling ordinance authorizes a discretionary permit to allow a principal use not specifically identified as permitted or prohibited, the following additional finding shall be made in addition to subsection (A) of this section:

- 1. The proposed use is consistent with the purpose and intent of the (name) district/planning area.

5. MWELO STANDARDS

Chapter 17.82 DESIGN GUIDELINES

17.82.020 Design guidelines.

- A. The site should be designed so as to create a development which is pleasant in character, human in scale and facilitates on-site circulation.
 - 1. The location and design of the project should not unnecessarily adversely impact surrounding properties or harm the public health, safety or general welfare.
 - 2. Existing natural features such as trees, other native vegetation, natural ground forms, water and view shall be retained to the maximum extent feasible.
 - 3. The visual impact and presence of vehicles shall be minimized by generally siting parking areas to the rear or side of the property rather than along street frontages, and screening parking areas from view, both interior and exterior to the site.

4. All exterior lighting is to be directed onto the site and away from adjacent residential properties.
 5. Where appropriate due to the nature of the project, bicycle parking with access from adjacent streets, driveways or paths shall be provided.
 6. Traffic congestion or impairment of traffic visibility shall be avoided.
 7. Pedestrian safety and welfare shall be protected.
 8. Parking areas shall be provided in accordance with Section 17.64.070.
- B. There is no single architectural style and design theme for Dinuba. Good architectural style and design should reflect compatibility with the character of the area. Compatibility includes building style, size, setback, form, color and material considerations.
1. The architectural style and design shall enhance the neighborhood and contribute beneficially to the overall design quality and visual character of the community, and maintain a stable, desirable character.
 2. A consistent color scheme should be used throughout a project and the scheme(s) should not contrast negatively with the character of the area.
 3. The design of projects containing many buildings should provide variety in building size and massing. A mixture of single and multistory buildings should be used.
 4. The architectural scheme (form, materials, color and detailing) of a building should be carried throughout all exterior elevations to achieve design, harmony and continuity.
 5. Coordinate roof shape, color and texture with the overall building design.
 6. Continue on all elevations the architectural character established for the street facing elevations to the extent possible.
 7. Mechanical equipment and utilities, with the exception of solar heating panels, shall be architecturally screened from view. Rooftop mechanical and electrical equipment and appurtenances to be used in the operation and maintenance of a building shall be installed so as not to be visible from any point at or below the roof level of the subject building. This requirement shall apply in construction of new buildings, and in any alteration of mechanical systems of existing buildings that results in significant changes in such rooftop equipment and appurtenances. The features so regulated shall, in all cases, be either enclosed by out building walls or parapets, or grouped and screened in a manner architecturally compatible with the building. Minor features not exceeding one foot in height shall be exempted from this requirement, except that such minor features shall be of a color that minimizes glare and blends with the building. Ground- or interior-mounted mechanical equipment is strongly recommended.
 8. Ensure that the physical proportions of the project and the manner in which the project is designed is appropriate in relation to the size, shape and topography of the site and adjacent developments.

9. Buildings with box-like appearances, lacking architectural variation on all elevations, are discouraged. Architectural variation can be achieved through a variety of design techniques, including but not limited to:
 1. Off-setting or varying building setbacks;
 2. Providing covered porches, balconies and entries;
 3. Combining single-story and two-story construction in a single building, with single-story nearest property lines;
 4. Varying roof lines, height and type and building elevations;
 5. Providing meandering sidewalks.
 10. Each project shall contain a sufficient number of trash enclosures to adequately serve the use. Said enclosures shall be constructed to city standard specifications.
 11. Screen exterior trash and storage areas, service yards, loading docks and utility services from view of all nearby streets and adjacent structures in a manner that is compatible with building and site design.
 12. All sides of commercial buildings shall be architecturally treated to produce an aesthetically pleasing facade which is of a design compatible with surrounding commercial buildings and the character of the community.
 13. Signage should be compatible with the architectural style and design of the building and should contribute beneficially to the overall design quality and visual character of the community.
- C. Landscaping should be included in any project design to create a pleasing appearance from both within and off the site. Site landscaping should be utilized to promote the character of the city, particularly as demonstrated by large shade trees.
1. Landscape and Irrigation Plans Required. A landscape and irrigation plan drawn to scale and dimensioned shall be submitted to the development services division for all new projects in all nonresidential zones, and for all new residential projects of two or more units.
 - a. Landscape Plan Contents. A landscape plan shall contain at a minimum the following information:
 - i. List of plants (common and botanical names); with water use classification, according to the latest Water Use Classification of Landscape Species (WUCOLS).
 - ii. Plant size, trees shall be a minimum of fifteen gallon size and shrubs a minimum of five gallon- size, when available.
 - iii. Plant location, with size and type identification.
 - iv. Location of existing trees with a trunk diameter of six inches or greater.

- b. Irrigation Plan Contents. An irrigation plan shall contain at a minimum the following information:
- i. Location, type and size of lines.
 - ii. Location, type, gallonage output, and coverage of heads, and emitters.
 - iii. Location and size of valves.
 - iv. Location and type of controller, with all sensors listed.
 - v. Location and type of backflow prevention device.
 - vi. Available water pressure, water meter outlet size, and flow rates at meter.
2. Maintenance of Landscape. Planting areas shall be permanently maintained, including watering, weeding, pruning, trimming, edging, fertilizing, insect control, and replacement of plant materials and irrigation equipment as needed to preserve the health and appearance of plant materials. All trees, shrubs, and plants which, due to accident, damage, disease, or other cause, fail to show a healthy growth shall be replaced. Replacement plants shall conform to all the standards which govern the original planting installation.
3. Landscaping for commercial, industrial and multifamily uses shall be irrigated with an automatic, timed ~~sprinkler~~ irrigation system.
4. Native and mature trees and vegetation shall be retained and integrated.
5. Landscaping should be planned as an integral part of the project and not simply located in leftover space after parking and building siting.
6. Street trees shall be installed in accordance with the city street tree master plan.
7. Dense landscaping shall be installed to screen unattractive views and features such as storage areas, trash enclosures, and transformers.
8. Landscaping within and adjacent to parking areas shall be provided to screen vehicles from view and minimize the expansive appearance of parking areas.
9. Deciduous trees along the south and west building exposures shall be encouraged.
10. Ground cover shall be of live plant material. Gravel, colored rock, bark, and similar materials ~~are generally not acceptable~~ shall be limited to 25% maximum.
11. Landscaping shall permit adequate sight distance for motorists and pedestrians entering and exiting the site.
12. Landscaping shall be designed and maintained so as to prevent illegal or inappropriate access onto or into any structure by climbing trees and bushes.

Chapter 17.71 SPECIAL PROVISIONS AND DEVELOPMENT STANDARDS

17.71.130 Landscaping.

- A. Whenever this zoning title requires landscaping, the following standards of design, installation and maintenance shall be observed:
1. When property is undeveloped at the time landscaping requirements are imposed upon the property, all required landscaping shall be provided and maintained prior to the time a main building is occupied for any use requiring a building or when any open use, other than agricultural, occurs on the property.
 2. All vegetation shall be provided with an adequate, permanent and nearby source of water by means of installed on-site water sprinklers or a flood irrigation system. The irrigation system shall be designed to irrigate all plant material and to supply adequate on-site water to grow healthy plants under Dinuba's climatic conditions. The irrigation plan shall indicate the type of heads, pipe size, valve size, backflow valve and water supply size and source.
 3. Landscaping provided in conjunction with any use requiring a site plan shall be generally designated on the site plan. Prior to the issuance of any building permit, a detailed landscape planting, irrigation and grading plan (when a landscape mound is proposed) shall be submitted to a scale of not less than one inch equaling forty feet, which shall show the location, size and variety of all plantings, water supply, contours and similar designations as the director may require.
 4. All vegetation shall be maintained free of physical damage or injury from lack of water, excess chemical fertilizer or other toxic chemical, or disease, and any such vegetation which shows signs of such damage or injury shall be replaced by the same or similar vegetation of a size and character which will be comparable at full growth.
 5. Landscaping shall be kept free from weeds and undesirable grasses.
 6. Every property owner or occupant shall be responsible for the maintenance and care of all trees, shrubs, plants and vegetation in the street right-of-way abutting such property.
 7. Planting. Except for driveways and as otherwise provided by this title, all required yards shall be landscaped. Each residential parcel of land or lot shall have a minimum of one medium-sized tree for each residential unit. Each commercial and industrial parcel of land or lot shall have a minimum of one medium-sized tree for every two parking spaces. Two small trees (fifteen to thirty feet at maturity) shall be counted as one medium-sized tree. All present and future tree planting and shrub planting shall conform to the requirements of the city.
 8. Parking Lot Shading. The following provisions shall apply in all PO and C districts as well as the PA overlay district:
 - a. For new uses, fifty percent of paved parking lot surfaces shall be shaded by tree canopies within fifteen years of planting. This requirement may be reduced for existing development if it is demonstrated that the constraints of an existing site would make it impossible to meet the normal standard. The requirement for parking lot shading for

existing development shall apply if new construction or remodeling results in an addition of two thousand five hundred square feet or more. The amount of shading required for existing development shall be determined during the site plan review process but shall be in keeping with the intent of the section.

- b. A "paved parking lot" shall include parking stalls, driveways and maneuvering areas.
 - c. Trees planted to satisfy the requirements of these guidelines are subject to established landscaping requirements as identified in subsection (A)(7) of this section. This requirement may be waived if the standards for shading have been met.
 - d. A landscaping plan which details the degree of compliance with the parking lot shading is required. The plan shall show:
 - i. All landscaped areas;
 - ii. Tree canopies drawn to scale representing the estimated canopy at a fifteen-year growth period;
 - iii. The total area in square feet of the paved parking lot, driveways and maneuver areas and the area shaded by tree canopies. A schedule listing total parking area, shaded area and the percentage of parking area shaded should be included;
 - iv. A schedule of the specific names of proposed trees and their sizes.
 - e. To simplify the process of determining compliance, the true angle of deflection of natural sunlight shall not be considered. Shaded areas shall be assumed to be only those portions of a paved parking lot directly beneath the shading canopy or drip line.
 - f. Any portion of a paved parking lot shaded by a manmade structure (overhangs and covered parking for instance) shall be subtracted from the area of the parking lot to be shaded.
 - g. Trees planted along the perimeter of a lot may be counted as providing shade for the full area of their canopy.
 - h. If the degree of overlap between trees is less than fifteen percent, all trees may be counted as shading one hundred percent of their canopy. If the degree of overlap is fifteen percent or greater, then it will be necessary to perform individual calculation to determine the area of shading.
 - i. A ten percent minor deviation of the shading standard may be approved by the director if it is found that the normal standards would impose an undue hardship.
9. The director may allow minor deviations from a landscape site plan.
10. The updated Model Water Efficient Landscape Ordinance, Sections 490-495, Chapter 2.7, Division 2, Title 23 in the California Code of Regulations, which may be referred to in this Code as the MWELO, as promulgated by the California Department of Water Resources, as may be amended, is hereby adopted and incorporated by reference into the Code. One copy

of the MWELO is on file and available for use by the public in the City of Dinuba Public Works Department.

- B. Whenever any person neglects to conform to this title, or a site plan concerning any landscaping or landscaped area, the director may require, upon thirty days' written notice, such compliance. In the event noncompliance continues, in whole or in part, the director may cause work to be done and plantings to be made to bring the landscaping or area into compliance. The work and plantings and a lien therefor shall be accomplished as provided for in the Dinuba Municipal Code.

TEMPORARY USES – CELL PHONE BOOTHS

Chapter 17.71 SPECIAL PROVISIONS AND DEVELOPMENT STANDARDS

17.71.170 Temporary uses.

- A. Purpose. The purpose of this section is to regulate temporary land use activities which may adversely affect the public health, safety and welfare.
- B. Authority. The director is authorized to approve, approve with conditions, or to deny such request. The director may establish conditions including, but not limited to, hours of operation, parking, signage and lighting, traffic circulation and access, temporary or permanent site improvements, and other measures necessary to minimize detrimental effects on surrounding properties. The director also may require a cash deposit or cash bond to defray the costs of cleanup of a site by the city in the event the applicant fails to leave the property in a satisfactory condition, or to guarantee removal and/or reconversion of any temporary use to a permanent use allowed in the subject district.
- C. Temporary Uses in All Districts. Notwithstanding underlying zoning, temporary use permits may be granted for fruit and vegetable stands on properties primarily within undeveloped agricultural areas. All fruits and vegetables sold at such stands shall be grown by the owner/operator or purchased by said party directly from a grower/farmer.
- D. Temporary Uses in Residential Zoning Districts. The following temporary uses may be allowed in any residential zoning district:
 - 1. Enclosed temporary construction materials storage yards in any residential district, required in connection with the development of subdivisions.
 - 2. Model homes and subdivision sales offices pursuant to subsection (F) of this section.
 - 3. Trailer coaches or mobile homes on active construction sites pursuant to subsection (G) of this section.
- E. Temporary Uses in Commercial and Industrial Zoning Districts. The following temporary land use activities may be allowed in the PO, C-1, C-2, C-3, C-4, M-1, and M-2 zoning districts, unless otherwise stated below:
 - 1. Parking lot and sidewalk sales for businesses located within a C district;

2. Outdoor art and craft shows and exhibits subject to not more than fifteen days of operation or exhibition in any ninety-day period;
3. Seasonal retail sale of agricultural products raised on the premises, limited to periods of ninety days in a calendar year and when parking and access is provided to the satisfaction of the director. A minimum of ten off-street parking spaces shall be provided with provisions for controlled ingress and egress to the satisfaction of the director;
4. Religious, patriotic, historic, or similar displays or exhibits within yards, parking areas or landscaped areas, subject to not more than fifteen days of display in any ninety-day period for each exhibit;
5. Christmas tree or pumpkin sales lots subject to the following:
 - a. All such uses shall be limited to thirty days of operation per calendar year,
 - b. All lighting shall be directed away from and shielded from adjacent residential areas;
6. Circuses, carnivals, rodeos, pony riding or similar traveling amusement enterprises subject to the following:
 - a. All such uses shall be limited to not more than fifteen days, or more than three weekends, of operation in any one-hundred-eighty-day period. To exceed this time limitation shall require the review and approval of a conditional use permit,
 - b. All such activities shall have a minimum setback of one hundred feet from any residential area. This may be waived by the director if no adverse impacts would result,
 - c. Adequate provisions for traffic circulation, off-street parking and pedestrian safety shall be provided to the satisfaction of the director,
 - d. Restrooms shall be provided,
 - e. Security personnel shall be provided,
 - f. Special, designated parking accommodations for amusement enterprise workers and support vehicles shall be provided,
 - g. Noise attenuation for generators and carnival rides shall be provided to the satisfaction of the director;
7. Model homes and subdivision sales offices pursuant to subsection (F) of this section;
8. Trailer coaches or mobile homes on active construction sites pursuant to subsection (G) of this section;
9. Temporary sidewalk sales and use of the public right-of-way for the display and sale of merchandise not associated with businesses in the C districts, including distribution of free or reduced price cell phones, shall require approval by the director. The use for such purposes shall be limited to two weeks. Permanent use for such purposes is strictly prohibited;

10. Temporary revival church services shall be permitted in the C-2 (downtown commercial) and C-4 (general commercial) districts, subject to administrative approval per Chapter 17.80;
 11. Mobile homes to provide temporary living or office quarters for circus or carnival personnel in accordance with an approved conditional use permit;
 12. The following temporary signs and nameplates may be erected without obtaining a sign permit, in accordance with Chapter 17.72:
 - a. Temporary display posters in connection with nonprofit civic and cultural events and with noncommercial health, welfare and safety campaigns (such as Red Cross, United Crusade, Tuberculosis Seals, Heart Fund, performing arts and the like). Such posters shall be removed within fourteen days after the termination of the event;
 - b. Temporary window signs (non-internally illuminated) announcing special sales, a change in management, individual product and/or price signs or similar information and designed to be viewed from adjacent streets, sidewalks, public rights-of-way or parking lots within a business center. This section is not intended to allow additional permanent signs;
 - c. Temporary signs for the purpose of directing traffic to a residential property for sale shall be permitted; provided, that such signs shall have an area on any face not greater than three square feet, shall be limited to two in number pertaining to any property and shall be displayed only during the hours between eight a.m. and five p.m.;
 13. Temporary Signs. Temporary signs of an area not greater than thirty-two square feet may be erected or maintained for a period of not more than ninety days upon approval of the director and the obtaining of a temporary sign permit from the building official, in accordance with Chapter 17.72, other provisions of this chapter notwithstanding;
 14. Temporary Outdoor Fireworks Sales. Where such uses are approved, the sign standards allowed for such uses shall be as follows, in accordance with Chapter 17.72: temporary A-frame and I-frame signs may be used. Total number of signs per street frontage shall be one not to exceed twenty-five square feet in size nor six feet in height. Maximum sign area for all street frontages shall not exceed fifty square feet;
 15. Temporary telephone booths in the P overlay district.
- F. Model Home and Subdivision Sales Offices. Model homes may be used as offices solely for the first sale of homes within a recorded tract subject to the following conditions:
1. The sales office may be located in a garage, trailer or dwelling;
 2. Approval shall be for a two-year period, at which time the sales office use shall be terminated and the structure restored back to its original condition. Extensions may be granted by the director in one-year increments up to a maximum of four years or until ninety percent of the development is sold, whichever is less;
 3. A cash deposit, letter of credit or any security determined satisfactory to the city shall be submitted to ensure the restoration or removal of the structure;

4. The sales office is to be used only for transactions involving the sale, rent or lease of lots and/or structures within the tract in which the sales office is located, or contiguous tracts;
 5. Failure to terminate the sales office and restore the structure or failure to apply for an extension on or before the expiration date will result in forfeiture of the cash deposit, a halt in further construction or inspection activity on the project site and enforcement action to ensure restoration of the structure;
 6. Street improvements and temporary off-street parking at a rate of two spaces per model shall be provided prior to commencement of sales activities or the display of model homes;
 7. Flags, pennants or other on-site advertising shall be regulated pursuant to Chapter 17.72.
- G. Trailer Coaches or Mobile Homes on Active Construction Sites. Trailer coaches or mobile homes may be permitted on active construction sites for use as a temporary living quarters for security personnel, or temporary residence of the subject property owner, subject to the following restrictions:
1. The director may approve a temporary trailer for the duration of the construction project or for a specified period, but in no event for more than two years. If exceptional circumstances exist, a one-year extension may be granted; provided, that the building permit for the first permanent dwelling or structure on the same site has also been extended;
 2. Installation of trailer coaches may occur only after a valid building permit has been issued;
 3. A recreational vehicle being defined as a motor home, travel trailer, truck camper or camping trailer, with or without motive power, shall not be permitted pursuant to this section;
 4. Any permit issued pursuant to this section in conjunction with a construction project shall become invalid upon cancellation or completion of the building permit for which this use has been approved, or the expiration of the time for which the approval has been granted.



City Council Staff Report

Department: PUBLIC WORKS

April 25, 2017

To: Mayor and City Council

From: Blanca Beltran, Public Works Director

By: Steve Brandt, Contract Principal Planner and Cristobal Carrillo, Planner II

Subject: Zone Text Amendments Application No. 2017-04 Relating to Recreational Marijuana Use and Cultivation (BB)

RECOMMENDATION

Council conduct a public hearing, receive public testimony, close the public hearing and take the following action:

1. Introduce and waive the full reading, by substitution of title only, of Ordinance No. 2017-04 approving the Zone Text Amendments to Title 5 (Business Licenses and Regulations) and Title 17 (Zoning) of the Dinuba Municipal Code.

EXECUTIVE SUMMARY

The City of Dinuba submitted Application No. 2017-04 for consideration by the Dinuba City Council to propose amendments to the Dinuba Municipal Code Title 5 (Business Licenses and Regulations) and Title 17 (Zoning) as a result of the passing of Proposition 64 (Marijuana Legalization).

OUTSTANDING ISSUES

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

DISCUSSION

Planning Commission Action

On April 4, 2017, the Dinuba Planning Commission reviewed the proposed text amendments to Title 5 (Business Licenses and Regulations) and Title 17 (Zoning) of the Dinuba Municipal Code and conditionally-adopted Resolution No. 1047 (Attachment 'B'). The Planning Commission requested Staff provide the City Council with clarifying information regarding marijuana cultivation in multi-family dwellings such as apartment units and recommends that the City Council adopt Application No. 2017-04 approving the Zone Text Amendment.

Zone Text Amendments

Proposed changes are summarized below and are shown in Attachment 'A' of the draft resolution with new wording in underlined font and wording to be removed shown in strikeout:

Non-Medical Marijuana Personal Growing and Use. The Dinuba Municipal Code currently prohibits the sale and commercial delivery of medical marijuana within the city. Proposition 64 passed this past November, allowing individuals to use and grow marijuana for personal use. Individuals can grow up to 6 plants for personal or "non-medical" use within a secure area. While cities cannot prohibit the use or cultivation of marijuana within an individual's residence, a city create can regulations to enforce where marijuana is grown within an individual's property. City staff is proposing to prohibit use of back yards for marijuana cultivation, instead requiring cultivation be done only in a spare room of a residence or a secure accessory building. The proposed text amendment also includes specific

requirements to ensure the security and stability of the cultivation site or structure, which would be enforced by the building department.

During the Planning Commission hearing, the Commission questioned if multi-family dwellings (apartments) could be further regulated to prevent all apartment units from cultivating. Staff found that the new law does not allow treatment of single-family and multi-family dwellings differently. As such, Staff is recommending additional wording that would require lessees to obtain written authorization from property owners in order to cultivate in a rental unit. The text would also require the lessee to provide the authorization to the Dinuba Police Department upon demand.

Commercial Sale and Delivery of Non-Medical Marijuana. Proposition 64 establishes new procedures for the State to regulate commercial sales and delivery of non-medical marijuana. The new law also states that cities may adopt ordinances specifically prohibiting these commercial uses. Staff proposes that commercial sale and delivery, testing, manufacture, and commercial growing of marijuana within the city limits be prohibited outright.

The project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that this project may have a significant effect on the environment; therefore, the activity is not subject to CEQA. [Reference: State CEQA Guidelines sec. 15061(b)(3), General Rule Exemption].

FISCAL IMPACT

There are no fiscal impacts associated with the recommended actions.

PUBLIC HEARING

Staff recommends that the City Council conduct a public hearing to accept public testimony to amend text in Title 5 (Business Licenses and Regulations) and Title 17 (Zoning) recommended by the Planning Commission in conjunction with Prop 64.

ATTACHMENTS:

[A. Ordinance No. 2017-04](#)

[B. Planning Commission Resolution No. 1047](#)

ORDINANCE 2017-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING TITLE 5 AND TITLE 17 PERTAINING TO REGULATION OF MEDICAL MARIJUANA USES TO THE DINUBA MUNICIPAL CODE AND PROVIDING FOR THE ENACTMENT AND EFFECTIVE DATE THEREOF

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

SECTION 1. FINDINGS.

- (a) The City of Dinuba has previously adopted ordinances within the Dinuba Municipal Code pertaining to the regulation of Medical Marijuana within the City Limits.
- (b) Proposition 64 recently passed in 2016 legalizes marijuana under state law, for use by adults 21 or older. The proposed amendments are to comply with the new state marijuana laws.
- (c) On April 4, 2017, the Planning Commission of the City of Dinuba held a public hearing and reviewed the amendments to the Dinuba Municipal Code, and recommended these amendments to the City Council.
- (d) Amendments and additions to the Dinuba Municipal Code are needed in order to comply with the new state marijuana laws under Proposition 64.
- (e) This ordinance is consistent with the City of Dinuba General Plan, Dinuba Municipal Code and the Zoning Ordinance and would not be detrimental to the public interest, health, safety, convenience, and welfare of the City.
- (f) This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 2. Amendments and additions were made 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) as follows:

Chapter 5.80 MEDICAL MARIJUANA

5.80.030 Prohibition of cultivation of medical marijuana.

Cultivation of medical marijuana is regulated similarly as non-medical marijuana. Regulations are found in Title 17 and in Section 5.86.040~~a prohibited use in all zone districts of the city.~~

Chapter 5.86 NON-MEDICAL MARIJUANA

5.86.010 Purpose and Intent.

It is the purpose and intent of this chapter to promote the health, safety, morals, and general welfare of the residents and businesses within the city by regulating the cultivation, processing, extraction, manufacturing, testing, distribution, transportation, sale, and consumption of marijuana for non-medical, recreational use allowed under state law.

5.86.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

“Cannabis or marijuana” is defined in strict accordance with California Business and Professions Code Section 19300.5(f).

“Collective or cooperative cultivation” is defined as the association within California of qualified patients, persons with valid identification cards, and designated primary caregivers to cultivate marijuana for medical purposes as may be allowed under the compassionate use act, the medical marijuana program act, or the California medical marijuana regulation and safety act adopted on October 9, 2015, with legislative bills AB 243, AB 266, and SB 643 (“MMRSA”).

“Commercial marijuana operation” is defined as any commercial cannabis activity as set forth in California Business and Professions Code section 19300.5(j) and allowed under MMRSA, and the implementing regulations, as MMRSA and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted state law pertaining to the same or similar uses for recreational cannabis.

“Delivery” as defined in the medical marijuana regulation and safety act, California Business And Professions Code section 19300.5(m), as that section may be amended from time to time, and includes the commercial transfer of medical marijuana and medical marijuana products from a dispensary as well as the use of any technology platform that enables qualified patients and caregivers to arrange for or facilitate the transfer. Delivery applies to both medical and non-medical marijuana.

“Marijuana dispensary or dispensary” is any facility or location, whether fixed or mobile, and any building or structure, where cannabis is made available to, distributed by, or distributed to more than two persons. This applies to both medical and non-medical marijuana.

“Marijuana products” include cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“Medical marijuana” is defined in strict accordance with California Health and Safety Code Sections 11018, 11362.5, and 11362.7 et seq.

“Recreational (or non-medical) marijuana or recreational (or non-medical) marijuana use” is all uses of cannabis not included within the definition of medical marijuana use.

5.86.030 Prohibited Activities.

Marijuana commercial cultivation, marijuana commercial processing, marijuana delivery, and marijuana dispensaries shall be prohibited activities in the city, except where the city is preempted by federal or state law from enacting a prohibition on any such activity.

5.86.040 Regulations Applicable to the Cultivation of Marijuana

To the extent that the city is required to allow the cultivation of marijuana, whether for medical or recreational use, under state law, the rules set forth herein shall apply. Nothing in this section

shall be interpreted to permit commercial marijuana operations or marijuana dispensaries otherwise prohibited by this chapter.

A. Personal Use Cultivation: The cultivation of marijuana shall be subject to the limits set forth in any applicable state law. An individual that has a right to cultivate marijuana for personal use shall be allowed to cultivate marijuana within his/her private residence, or in an accessory building if the property contains a detached single-family residence. No outdoor cultivation is allowed within the city. Marijuana cultivation for personal use shall be subject to the following requirements:

1. Area: The marijuana cultivation area shall not exceed thirty-two square feet in size and not exceed ten feet in height per residence. This limit applies regardless of the number of individuals residing in the residence. The cultivation area shall be a single designated area.
2. Lighting: Marijuana cultivation lighting shall not exceed a total of twelve hundred watts.
3. Building Code Requirements: Any alterations or additions to the residence, including garages and accessory buildings, shall be subject to applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including lot coverage, setback, height requirements, and parking requirements.
4. Gas Products: The use of gas products (CO2, butane, etc.) for marijuana cultivation or processing is prohibited.
5. Evidence of Cultivation: As viewed from a public right of way, there shall be no evidence of marijuana cultivation occurring on the site.
6. Residence: The cultivator of marijuana shall reside at the residence where the marijuana cultivation occurs.
7. Cultivation Elsewhere in City: The cultivator of marijuana shall not participate in marijuana cultivation in any other location within the city of Dinuba other than their residence.
8. Incidental Use: The residence shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and not be used for marijuana cultivation.
9. Ventilation: The marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the residence, or property line for detached single-family residential, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence and cultivating the marijuana. This shall include at a minimum, a system meeting the requirements of the current, adopted edition of the California building code section 1203.4 natural ventilation or section 402.3 mechanical ventilation (or its equivalent(s)).
10. Storage of Chemicals: Any chemicals used for marijuana cultivation shall be stored outside of the habitable areas of the residence and outside of public view from neighboring properties and public rights of way.

11. Nuisance: The marijuana cultivation area shall: not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts; and not be hazardous due to the use or storage of materials, processes, products or wastes, or from other actions related to the cultivation.
12. Property Owner Authorization: For rental property, the lessee shall obtain written authorization from the property owner or property management company to cultivate marijuana. A copy of this authorization shall be provided to the Dinuba police department upon demand.
13. Notification: The owner and any lessee of the residence upon which cultivation will occur shall inform the Dinuba police department of the intent to cultivate marijuana. This notification shall be provided prior to the commencement of the cultivation except that for existing cultivation, the information shall be provided within ten days of the effective date of this chapter. The police department may direct the owner and lessee to the planning and development services department for more information about building code and permit requirements that may be applicable if alterations or additions to the residence are contemplated. The police department and planning and development services department shall keep patient information confidential to the extent required by law.
14. Additional Requirements for Accessory Buildings: The following additional requirements shall apply for personal use cultivation that occurs in an accessory building. The accessory building shall be secure, locked, and fully enclosed, with a ceiling, roof or top, floor, and entirely opaque. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be constructed with a one-r firewall assembly meeting the minimum building code requirements for residential structures and include material strong enough to prevent entry except through an open door.
15. Collective or Cooperative Cultivation: The collective or cooperative cultivation of medical marijuana shall be prohibited in the city.

5.86.050 Regulations Applicable to Commercial Marijuana Operations, Dispensaries, and Deliveries

- A. Commercial Marijuana Operations: Commercial marijuana operations as defined in section 5.86.020 of this chapter are prohibited within the city.
- B. Dispensaries: Marijuana dispensaries as defined in section 5.86.020 of this chapter are prohibited within the city.
- C. Deliveries: The "delivery" of marijuana and marijuana products as defined in section 5.86.020 of this chapter is prohibited in the city regardless of whether the delivery is initiated within or outside of the city, and regardless of whether a technology platform is used for delivery by the dispensary.
- D. Public Nuisance Declared: Operation of any mobile marijuana dispensary within the city in violation of the provisions of this chapter is hereby declared a public nuisance and may be abated pursuant to all available remedies.

5.86.060 Regulations Applicable to the Consumption of Marijuana

No person shall smoke, ingest, or otherwise consume marijuana or marijuana products, whether recreational or medical, in the city of Dinuba unless such smoking, ingesting or consumption occurs entirely within a private residence. "Within a private residence" shall mean inside habitable areas and shall not include garages, whether attached or detached, and other accessory buildings unless those buildings are at all times fully enclosed during the consumption.

All consumption shall be done in a manner so as to not cause a nuisance to nearby residents with noxious odors or other adverse health and safety impacts.

5.86.070 Violation and Penalty

Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and subject to a maximum penalty of six months' imprisonment in the county jail or a fine of one thousand dollars, as well as the administrative penalties as set forth, as may be amended. Violators shall be subject to any other enforcement remedies available to the city under any applicable state or federal statute or pursuant to any other lawful power the city may possess.

5.86.080 Public Nuisance

Any violation of this chapter is hereby declared to be a public nuisance.

5.86.090 Judicial Review

Judicial review of a decision made under this chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure section 1094.5. Any such petition shall be filed within ninety days after the day the decision becomes final as provided in California Code of Civil Procedure section 1094.6, which shall be applicable for such actions.

Chapter 17.26 USES ALLOWED IN RESIDENTIAL DISTRICTS

17.26.030 Use matrix, residential districts.

Uses	RCO	AN	RA	R	RM
<u>Medical or non-medical marijuana cultivation in accordance with Section 5.86.040</u>			<u>P</u>	<u>P</u>	<u>P</u>
<u>Medical or non-medical marijuana dispensary, cooperative or collective</u>					
<u>Mobile marijuana dispensary (medical or non-medical)</u>					

Chapter 17.48 USES ALLOWED IN OFFICE AND COMMERCIAL DISTRICTS

17.48.030 Use matrix, office and commercial districts.

Uses	PO	C-1	C-2	C-3	C-4
<u>Medical or non-medical</u> marijuana cultivation <u>in accordance with Section 5.86.040</u>					
Medical <u>or non-medical</u> marijuana dispensary, cooperative or collective					
Mobile marijuana dispensary (<u>medical or non-medical</u>)					

Chapter 17.54 USES ALLOWED IN INDUSTRIAL DISTRICTS

17.54.030 Use matrix, industrial districts.

Uses	M-1	M-2
<u>Medical or non-medical</u> marijuana cultivation <u>in accordance with Section 5.86.040</u>		
Medical <u>or non-medical</u> marijuana dispensary, cooperative or collective		
Mobile marijuana dispensary (<u>medical or non-medical</u>)		

SECTION 3. SEVERABILITY.

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

SECTION 4. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

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

SECTION 5. The foregoing Ordinance No. 2017-04 introduced at a regular meeting of the City Council of the City of Dinuba on the 25th day of April, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____,
Mayor of the City of Dinuba

ATTEST:

Linda Barkley, Deputy City Clerk

**DINUBA PLANNING COMMISSION
RESOLUTION NO. 1047**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF DINUBA**

Application No. 2017-04: Amendments and additions 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).

WHEREAS, at a regularly held meeting on April 4, 2017, the Dinuba Planning Commission conducted a public hearing to consider Application No. 2017-04; and

WHEREAS, City staff proposed several text amendments to the City of Dinuba Municipal Code; and

WHEREAS, the project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that this project may have a significant effect on the environment; therefore, the activity is not subject to CEQA. [Reference: State CEQA Guidelines sec. 15061(b)(3), General Rule Exemption]; and

WHEREAS, the Dinuba Planning Commission conducted a public hearing on April 4, 2017, at the regular Commission meeting that was properly noticed pursuant to the Dinuba Municipal Code; and

WHEREAS, the Planning Commission of the City of Dinuba hereby makes the following findings regarding the proposed text amendments

1. The zoning amendment is consistent with the General Plan goals, policies, and implementation programs.
2. The zoning amendment promotes the health, safety, peace, morals, comfort and general welfare.
3. It is not difficult to break into a typical backyard by hopping over a fence, and garages typically have a garage door that when open exposes one entire side of the structure to open public areas; therefore backyards and garages cannot be made to be fully enclosed and secure, and are not allowable cultivation areas; and

WHEREAS, the Planning Commission, having considered the staff report and all testimony presented in this matter, was of the opinion that the proposed text changes, contained within attached Exhibit A should be approved as presented; and

NOW, THEREFORE BE IT RESOLVED that the Planning Commission of the City of Dinuba does hereby affirm in its entirety and adopts Resolution No. 1047 approving the Application No. 2017-04.

PASSED, APPROVED and ADOPTED this 4th day of April, 2017 by the following vote:

AYES: Alvarado, Cendejas, Conklin, Faust

NOES: Carrion

ABSENT: None

ABSTAIN: None



Tim Conklin, Chair
Dinuba Planning Commission

ATTEST:



Cristobal Carrillo, Secretary
Dinuba Planning Commission

EXHIBIT "A"

MEDICAL AND NON-MEDICAL MARIJUANA

Chapter 5.80 MEDICAL MARIJUANA

5.80.030 Prohibition of cultivation of medical marijuana.

Cultivation of medical marijuana is regulated similarly as non-medical marijuana. Regulations are found in Title 17 and in Section 5.86.040a prohibited use in all zone districts of the city.

Chapter 5.86 NON-MEDICAL MARIJUANA

5.86.010 Purpose and Intent.

It is the purpose and intent of this chapter to promote the health, safety, morals, and general welfare of the residents and businesses within the city by regulating the cultivation, processing, extraction, manufacturing, testing, distribution, transportation, sale, and consumption of marijuana for non-medical, recreational use allowed under state law.

5.86.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

"Cannabis or marijuana" is defined in strict accordance with California Business and Professions Code Section 19300.5(f).

"Collective or cooperative cultivation" is defined as the association within California of qualified patients, persons with valid identification cards, and designated primary caregivers to cultivate marijuana for medical purposes as may be allowed under the compassionate use act, the medical marijuana program act, or the California medical marijuana regulation and safety act adopted on October 9, 2015, with legislative bills AB 243, AB 266, and SB 643 ("MMRSA").

"Commercial marijuana operation" is defined as any commercial cannabis activity as set forth in California Business and Professions Code section 19300.5(j) and allowed under MMRSA, and the implementing regulations, as MMRSA and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted state law pertaining to the same or similar uses for recreational cannabis.

"Delivery" as defined in the medical marijuana regulation and safety act, California Business And Professions Code section 19300.5(m), as that section may be amended from time to time, and includes the commercial transfer of medical marijuana and medical marijuana products from a dispensary as well as the use of any technology platform that enables qualified patients and caregivers to arrange for or facilitate the transfer. Delivery applies to both medical and non-medical marijuana.

"Marijuana dispensary or dispensary" is any facility or location, whether fixed or mobile, and any building or structure, where cannabis is made available to, distributed by, or distributed to more than two persons. This applies to both medical and non-medical marijuana.

"Marijuana products" include cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

"Medical marijuana" is defined in strict accordance with California Health and Safety Code Sections 11018, 11362.5, and 11362.7 et seq.

"Recreational (or non-medical) marijuana or recreational (or non-medical) marijuana use" is all uses of cannabis not included within the definition of medical marijuana use.

5.86.030 Prohibited Activities.

Marijuana commercial cultivation, marijuana commercial processing, marijuana delivery, and marijuana dispensaries shall be prohibited activities in the city, except where the city is preempted by federal or state law from enacting a prohibition on any such activity.

5.86.040 Regulations Applicable to the Cultivation of Marijuana

To the extent that the city is required to allow the cultivation of marijuana, whether for medical or recreational use, under state law, the rules set forth herein shall apply. Nothing in this section shall be interpreted to permit commercial marijuana operations or marijuana dispensaries otherwise prohibited by this chapter.

- A. Personal Use Cultivation: The cultivation of marijuana shall be subject to the limits set forth in any applicable state law. An individual that has a right to cultivate marijuana for personal use shall be allowed to cultivate marijuana within his/her private residence, or in an accessory building if the property contains a detached single-family residence. No outdoor cultivation is allowed within the city. Marijuana cultivation for personal use shall be subject to the following requirements:
1. Area: The marijuana cultivation area shall not exceed thirty-two square feet in size and not exceed ten feet in height per residence. This limit applies regardless of the number of individuals residing in the residence. The cultivation area shall be a single designated area.
 2. Lighting: Marijuana cultivation lighting shall not exceed a total of twelve hundred watts.
 3. Building Code Requirements: Any alterations or additions to the residence, including garages and accessory buildings, shall be subject to applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including lot coverage, setback, height requirements, and parking requirements.
 4. Gas Products: The use of gas products (CO2, butane, etc.) for marijuana cultivation or processing is prohibited.
 5. Evidence of Cultivation: As viewed from a public right of way, there shall be no evidence of marijuana cultivation occurring on the site.
 6. Residence: The cultivator of marijuana shall reside at the residence where the marijuana cultivation occurs.

7. Cultivation Elsewhere in City: The cultivator of marijuana shall not participate in marijuana cultivation in any other location within the city of Dinuba other than their residence.
8. Incidental Use: The residence shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and not be used for marijuana cultivation.
9. Ventilation: The marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the residence, or property line for detached single-family residential, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence and cultivating the marijuana. This shall include at a minimum, a system meeting the requirements of the current, adopted edition of the California building code section 1203.4 natural ventilation or section 402.3 mechanical ventilation (or its equivalent(s)).
10. Storage of Chemicals: Any chemicals used for marijuana cultivation shall be stored outside of the habitable areas of the residence and outside of public view from neighboring properties and public rights of way.
11. Nuisance: The marijuana cultivation area shall: not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts; and not be hazardous due to the use or storage of materials, processes, products or wastes, or from other actions related to the cultivation.
12. Property Owner Authorization: For rental property, the lessee shall obtain written authorization from the property owner or property management company to cultivate marijuana.
13. Notification: The owner and any lessee of the residence upon which cultivation will occur shall inform the Dinuba police department of the intent to cultivate marijuana. This notification shall be provided prior to the commencement of the cultivation except that for existing cultivation, the information shall be provided within ten days of the effective date of this chapter. The police department may direct the owner and lessee to the planning and development services department for more information about building code and permit requirements that may be applicable if alterations or additions to the residence are contemplated. The police department and planning and development services department shall keep patient information confidential to the extent required by law.
14. Additional Requirements for Accessory Buildings: The following additional requirements shall apply for personal use cultivation that occurs in an accessory building. The accessory building shall be secure, locked, and fully enclosed, with a ceiling, roof or top, floor, and entirely opaque. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be constructed with a one-r firewall assembly meeting the minimum building code requirements for residential structures and include material strong enough to prevent entry except through an open door.
15. Collective or Cooperative Cultivation: The collective or cooperative cultivation of medical marijuana shall be prohibited in the city.

5.86.050 Regulations Applicable to Commercial Marijuana Operations, Dispensaries, and Deliveries

- A. Commercial Marijuana Operations: Commercial marijuana operations as defined in section 5.86.020 of this chapter are prohibited within the city.
- B. Dispensaries: Marijuana dispensaries as defined in section 5.86.020 of this chapter are prohibited within the city.
- C. Deliveries: The "delivery" of marijuana and marijuana products as defined in section 5.86.020 of this chapter is prohibited in the city regardless of whether the delivery is initiated within or outside of the city, and regardless of whether a technology platform is used for delivery by the dispensary.
- D. Public Nuisance Declared: Operation of any mobile marijuana dispensary within the city in violation of the provisions of this chapter is hereby declared a public nuisance and may be abated pursuant to all available remedies.

5.86.060 Regulations Applicable to the Consumption of Marijuana

No person shall smoke, ingest, or otherwise consume marijuana or marijuana products, whether recreational or medical, in the city of Dinuba unless such smoking, ingesting or consumption occurs entirely within a private residence. "Within a private residence" shall mean inside habitable areas and shall not include garages, whether attached or detached, and other accessory buildings unless those buildings are at all times fully enclosed during the consumption.

All consumption shall be done in a manner so as to not cause a nuisance to nearby residents with noxious odors or other adverse health and safety impacts.

5.86.070 Violation and Penalty

Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and subject to a maximum penalty of six months' imprisonment in the county jail or a fine of one thousand dollars, as well as the administrative penalties as set forth, as may be amended. Violators shall be subject to any other enforcement remedies available to the city under any applicable state or federal statute or pursuant to any other lawful power the city may possess.

5.86.080 Public Nuisance

Any violation of this chapter is hereby declared to be a public nuisance.

5.86.090 Judicial Review

Judicial review of a decision made under this chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure section 1094.5. Any such petition shall be filed within ninety days after the day the decision becomes final as provided in California Code of Civil Procedure section 1094.6, which shall be applicable for such actions.

Chapter 17.26 USES ALLOWED IN RESIDENTIAL DISTRICTS

17.26.030 Use matrix, residential districts.

Uses	RCO	AN	RA	R	RM
<u>Medical or non-medical</u> marijuana cultivation <u>in accordance with Section 5.86.040</u>			<u>P</u>	<u>P</u>	<u>P</u>
Medical <u>or non-medical</u> marijuana dispensary, cooperative or collective					
Mobile marijuana dispensary (<u>medical or non-medical</u>)					

Chapter 17.48 USES ALLOWED IN OFFICE AND COMMERCIAL DISTRICTS

17.48.030 Use matrix, office and commercial districts.

Uses	PO	C-1	C-2	C-3	C-4
<u>Medical or non-medical</u> marijuana cultivation <u>in accordance with Section 5.86.040</u>					
Medical <u>or non-medical</u> marijuana dispensary, cooperative or collective					
Mobile marijuana dispensary (<u>medical or non-medical</u>)					

Chapter 17.54 USES ALLOWED IN INDUSTRIAL DISTRICTS

17.54.030 Use matrix, industrial districts.

Uses	M-1	M-2
<u>Medical or non-medical</u> marijuana cultivation <u>in accordance with Section 5.86.040</u>		
Medical <u>or non-medical</u> marijuana dispensary, cooperative or collective		
Mobile marijuana dispensary (<u>medical or non-medical</u>)		



City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

April 25, 2017

To: Mayor and City Council

From: Stephanie Hurtado, Interim Director of Parks & Community Services

By: Cecilia Bobst, Administrative Assistant

Subject: Resolution 2017- 14 San Joaquin Valley Air Pollution Control District Public Benefit Grant Application (SH)

RECOMMENDATION

Council adopt Resolution No. 2017-14 authorizing the City Manager to submit an application to the San Joaquin Valley Air Pollution Control District for grant funds in the amount of \$20,000 to purchase one (1) new compressed natural gas (CNG) vehicle; and, authorize the City Manager or designee to sign the necessary documents.

EXECUTIVE SUMMARY

The San Joaquin Valley Air Pollution Control District is currently accepting applications from public agencies for funding requests in the amount of \$20,000 per alternative-fuel vehicle. Should the City of Dinuba be awarded the grant funds, it will be used to assist in the purchase of one Ford F-250 truck. This vehicle will be used in the Parks and Community Services Department for parks grounds maintenance, lighting and landscape districts maintenance, and downtown maintenance.

OUTSTANDING ISSUES

None.

DISCUSSION

The City's Parks and Community Services Department recently promoted a part-time employee to full-time. While this is good for the department, this caused a need for an additional vehicle for the parks crew. Currently staff is encountering the challenge of covering areas in a timely manner due to the shortage of vehicles because staff must double-up in the current vehicles. Therefore, an additional vehicle would help alleviate the challenge described.

The San Joaquin Valley Air Pollution Control District (SJVAPCD) seeks to promote clean air alternative-fuel technologies and the use of low or zero-emission vehicles in public fleets. Therefore, the SJVAPCD is taking applications for the Public Benefit Grant. Agencies may apply for an amount up to \$100,000 with a maximum award of \$20,000 per vehicle.

Funds will be awarded on a first-come, first-serve basis utilizing regional allocations based on county population and/or other regional factors. Grant requirements dictate that winning agencies must commit to a three- year contract, submit annual reports through the full term of the contract as well as comply with recordkeeping and audit requirements. Agencies must also allow inspections of the vehicles. Reimbursement for purchase of the vehicles takes place after they are purchased by the agencies and all required documents as specified in the SJVAPCD Public Benefit Program Payment Procedures are submitted to the SJVAPCD.

Staff has obtained a quote from Will Tiesiera Ford, for one Ford F250 CNG Utility Vehicle for a total quoted purchase price of \$36,699.11 (Attachment 'B'). Staff requested quotes from the following local dealers but they declined proposal because they could not provide the vehicle requested. Therefore, Will Tiesiera Ford should be considered a sole source vendor in this matter.

1. Ed Dena's Auto Center
2. Jim Manning Dodge

3. Kingsburg Truck Center

FISCAL IMPACT

If awarded, the grant will cover a portion of the cost of the vehicle. The remaining amount of \$16,699.11 will be charged to the General Fund.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Resolution 2017-14](#)

[B. Quote from Will Tiesiera Ford](#)

RESOLUTION 2017- 14

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DINUBA APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN APPLICATION TO THE SAN JOAQUIN VALLEY
AIR POLLUTION CONTROL DISTRICT FOR THE PURCHASE
OF ALTERNATIVE FUEL VEHICLES**

WHEREAS, San Joaquin Valley Air Pollution Control District ("SJVAPCD") is accepting applications from public entities to fund the purchase of new electric, plug-in hybrids and fuel alternative vehicles to promote clean air technology and zero emissions vehicles in public fleets; and

WHEREAS, the City of Dinuba is prepared to apply for partial funding of up to \$20,000, for one (1) alternative fuel Ford 250 SRW 4X2 compressed natural gas (CNG) vehicle to assist the City in delivery of services ; and

WHEREAS, the City staff proposes to make application to SJVAPCD for partial funding for one (1) CNG vehicle, and

WHEREAS, the SJVAPCD grant funds would cover a portion of the cost and the General Fund will cover the remaining cost; and

WHEREAS, the Council has determined that the proposed application is in the best interests of the residents of Dinuba and promotes the health and safety of the residents.

NOW, THEREFORE, BE IT RESOLVED that the Council has determined that the proposed application is in the best interests of the residents of Dinuba and promotes the health and safety of the residents.

Section 1. The above recitals are true and correct.

Section 2. The proposed application is in the best interests of the City.

Section 3. The City Manager is hereby authorized to process the application to be submitted to SJVACPD for funding to purchase one (1) CNG vehicle.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Scott Harness, Mayor

ATTEST:

Linda Barkley, Deputy City Clerk

Auto/Mate

Co# 01 SubCo

F&I Deal Info

Deal# 0000000

DLENTRY

Buyer CITY OF DINUBA F250 RC CNG

(Last;1st - ?)

LuxTx N

LenderCd CASH ?=HLP

Stock# 250 CNG RC ?=HLP

N/U/D/W N

TaxState CA

SlsTx

8.500 %

Price & Down Payment

Selling Price 33736.00
Trade Allowance .00
Less Payoff .00
Cash Deposit .00
Cash on Delivery 36699.11
Rebate Total .00
Deferred Pmt Total .00

Service Contract Total .00
Accessory Total .00
Fee Total 88.75

Insurance

GAP

Insur Co CD

GAP INSURANCE

CreditLife N (S/J/N)

Amount .00

Acc&Health N (Y/N)

Taxed N (Y/N)

GAP TaxRt .000 %

Finance Terms

Deal Recap

Term of Loan 1 Interval 01 (?=Lst)
Rate/APR .0000000 33736
DaysTo1st 45 SaleDate 1 / 16 / 2017
FirstPay 3 / 3 / 2017

TotCash 36699.11 TotTax 2874.36
TotDown 36699.11 AmtFin .00
CASH

CA..PP:N OOS:N 93618 2011

Lease

MSRP Amount .00
Residual Percent% .00
or Amount .00

PAYMENT AMOUNT IS .00
Drive Off Amt Due 36699.11

Save

Skip

Gross

Discl

Jump

Oth

ScAccFeeRebPy