



City Council Agenda

Tuesday, July 14, 2015 – 6:30 pm

Dinuba City Hall
405 E El Monte Way | Dinuba, CA 93618
WWW.DINUBA.ORG

Dinuba City Staff
City Manager
Luis Patlan
Assistant City Manager / City Clerk
Jayne Anderson
City Attorney
Dan McCloskey

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

1. CALL TO ORDER

2. INVOCATION

3. FLAG SALUTE

4. NEW EMPLOYEES & PROMOTIONS

- 4.1. Promotions - Fire Services
 - John Rieke, Engineer/Paramedic
- 4.2. Promotions - Police Services
 - Terri Markle, Full-time Evidence Technician
 - Irwin Davalos, Full-time Police Officer
 - Edgar Martinez, Full-time Police Officer
 - Juan Moreno, Full-time Police Officer
- 4.3. New Employees
 - Enrique Chavez, Animal Control Officer
 - Luis Patlan, City Manager

5. RECEPTION

6. PRESENTATIONS

- 6.1. Veronica Serrano – Request for Street Closure, August 16, 2015
- 6.2. Romelia Castillo – Veterans Memorial Wall Fund-Raiser
- 6.3. Art Peña – Organics Recycling Mandate

7. PUBLIC COMMENT

This portion of the meeting is reserved for any person who would like to address the City 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 items. 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, address and nature of request.

- 7.1. Unscheduled Items

8. 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.

- 8.1. City Council Meeting Draft Minutes, May 26, 2015
A request to the City Council to consider the draft meeting minutes and adopt them as final.
- 8.2. Acceptance - Other Agency Meeting Minutes
 - Planning Commission, June 2, 2015
A request to the City Council to accept other Agency meeting minutes.
- 8.3. Master Development Schedule
An up-to-date copy of the MDS listing current building projects, no action required.
- 8.4. Notice of Completion– 2015 American with Disabilities Act (ADA) Improvements
A request that the City Council accept the subject Project as complete and authorize the City Engineer to file the Notice of Completion.

9. WARRANT REGISTER

- 9.1. Approval – June 26, July 2, & 9, 2015
A request that the City Council review and approve the warrant register(s) as presented.

10. MAYOR'S MINUTE

- 10.1. Information Sharing

11. COUNCIL COMMENTS

- 11.1. Visit to Eumseong County, Korea – City Council and Staff
- 11.2. City Board Vacancies
An updated list of the City's Boards with members and vacancies..
- 11.3. Letter of Opposition – AB 1217 (Daly) Orange County Fire Authority
- 11.4. Letter of Support – AB1135 (Perea) Kings River East Groundwater Sustainability Agency
- 11.5. Information Sharing

12. CITY ATTORNEY

- 12.1. Closed Session Conference with Legal Counsel: Anticipated Litigation
- 12.2. Information Sharing

13. CITY MANAGER

- 13.1. Authorization to Purchase Real Property – APN 014-171-002-000
A request that the City Council authorize staff to submit a bid to acquire the above property at a Tulare County Tax Sale auction.
- 13.2. Information Sharing

14. ENGINEERING AND PLANNING SERVICES

- 14.1. Authorization to Negotiate - Ridge Creek Subdivision
A request that the City Council reject the non-responsive proposal and direct Staff to issue a Negotiation Letter to the responsive Applicant, Ridge Creek Ranch Partners, LLC.
- 14.2. Award of Contract – Engineering Services Consultant
A request that the City Council select Provost & Pritchard Consulting Group for General Civil Engineering Services and authorize staff to prepare the Agreement for the City Manager’s execution.
- 14.3. Authorization to Surplus Real Property – APN 014-061-021
A request that the City Council declare the subject parcel as surplus property and accept the two offers received to each purchase one-half of the subject property, with direction to staff to prepare the necessary documents for sale of the property.
- 14.4. Update – Model Water Efficient Landscape Ordinance
No action required information only.
- 14.5. Update - El Monte Way Widening Project
- 14.6. Information Sharing

15. FINANCE SERVICES

- 15.1. Authorization to Execute – Intergovernmental Transfer Agreement
A request that the City Council adopt Resolution 2015-32, authorizing the City Manager to execute agreements to allow Dinuba Fire Department to participate in an Intergovernmental Transfer with the California Department of Health Care Services.
- 15.2. Utility Billing Software Conversion
No action required information only.
- 15.3. Information Sharing

16. FIRE SERVICES

- 16.1. Authorization to Apply for Homeland Security Grant
A request for authorization to apply for the 2015 Homeland Security Grant in the amount of \$6,750 for the purchase of three handheld radios.
- 16.2. ISO Fire Rating Correspondence
No action required information only.
- 16.3. Information Sharing

17. PARKS AND COMMUNITY SERVICES

- 17.1. Information Sharing

18. POLICE SERVICES

- 18.1. Information Sharing

19. PUBLIC WORKS

19.1. Update - Water Conservation

19.2. Action of the Planning Commission, July 7, 2015

A request that the City Council review the action of the Planning Commission at the July meeting.

19.3. Information Sharing

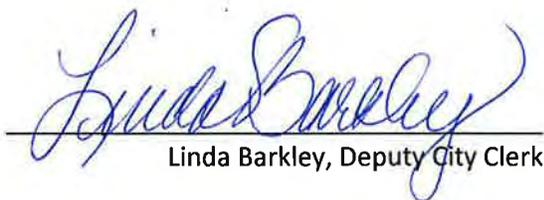
20. CLOSED SESSION

20.1. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9:

Number of Cases: (ONE (1) CASE)

21. ADJOURNMENT



Linda Barkley, Deputy City Clerk

This is to certify that this agenda was posted at City Hall and the Police Department by 5:30 pm, July 10, 2015. A citizens' packet regarding this agenda is available at City Hall, 405 East El Monte Way, Dinuba.

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

Conforme con el Acto de Americanos con Disabilidades, si usted desea participar en la junta, llame al numero 559-591-5900. Si nos notifica 48 horas antes de la junta le podremos mejor acomodar. [28 CFR 35.102-35.104 ADA Title II]



Office Use Only	RECEIVED
Number:	
Date Received:	<u>JUL 01 2015</u>

PUBLIC RIGHT OF WAY TEMPORARY CLOSURE REQUEST

(Please submit at least 2 weeks prior to event as Council approval is required)

Name: Veronica Serrano Today's Date: 6-25-15

Contact: Veronica Serrano Phone No: 559-596-0700 or 318-6116

Purpose of Closure check one and fill out appropriate schedule(s) attached:

Neighborhood Block Party Community Event Business Promotion

Neighborhood Watch Other PRE SALE 11TH ANNIVERSARY AUG 14, 15 and 16th.

Area / Street to be closed: E. TVLARE ST Date: SUNDAY AUG 16, 2015

Limits of closure, from: K. ST to: SOUTH PART OF ALLEY

Time of closure, from: 9:00 AM to: 9:00 P.M.

List activities to be conducted in the right-of-way / on-site. Attach all relevant information. Please provide your own trash cans and dispose of waste properly. Map(s) are required illustrating area of closure for ALL events.

FREE FOOD, BOUNCE HOUSE, LIVE MUSIC, FREE GIFTS, FURNITURE ON SIDE WALK, BANNERS, POSTERS IN MAIN STREETS.

List requested City equipment/Special needs: CONSTRUCTION CONES TO CLOSE THE STREET. (SUNDAY ONLY)

Is vendor (bounce house, pony rides, etc.) required, if so, City of Dinuba business license name / number (required). City current licensed list of Bounce Houses attached.

LA TIESTA PARTY RENTALS.

Insurance Company Name: FARMERS INS.

Policy No: CJ70288 Phone No: 510-895-6000

BLOCK PARTY PETITION
CLOSE THE BLOCK/AREA AS DESCRIBED BELOW:

EAST TULARE ST
(Print name of street(s))

Name of Organizing Party SERRANO'S FURNITURE Date: 6-25-15

Address: 205 E. TULARE ST Phone: 559-596-0700

Citizen(s) circulating petition: _____

Event Date: AUG 16 2015 Event Time: from 9:00 to 9:00 P.M.

The following person(s) is/are residents on the block indicated above and have no objection to the street being blocked from traffic during the hours indicated above. Further, it is agreed that although the street will be closed to through traffic, those residing on the aforesaid street will have vehicular access to their home.

	NAME (Print)	SIGNATURE	ADDRESS	PHONE NO
1.	Virg Miller Auto Parts	Vince Miller	130 E. TULARE ST	591-2286
2.	Big Dollar Store	Martha	202 E. TULARE ST	596-0346
3.				
4.				
5.				
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20.				

I attest the signatures above represent 60 percent, or more, of the residences of the street / area to be blocked off per this request.

Signature of Organizing Party

Print Name / Date

**REGISTRATION STATEMENT FOR AMPLIFYING EQUIPMENT
(See "Attachment A" Dinuba Municipal Code Noise Regulations)**

Date of Event: Aug 16-2015 Time of Usage: -

Address of Event: 205 E. TULARE ST DINUBA 93618

PROPERTY OWNER

Name: Guillermo Diaz Telephone: 805-681-0470

Address: 620 N. BROADWAY SANTA MARIA, CA 93451

EQUIPMENT USER:

Name: UNIVISION Telephone: 559 681-0470

Maximum Sound Producing Power of the Amplifying Equipment:

Wattage: 300 Volume (in Decibels): 60 Audible Distance: SOFT.

Sound from amplifying equipment shall NOT exceed 70 decibels when measured at any property line from the hours of 7:00 am to 10:00 pm, nor 50 decibels from 10:00 pm to 7:00 am.

I certify the above information to be true and correct to the best of my knowledge. I agree to observe the provisions of the City of Dinuba Municipal Code Chapter 9.54 "NOISE REGULATIONS."

Property Owner

Signature: Guillermo Diaz

Print Name: Guillermo Diaz

Date: 7-1-15

Equipment User

Signature: George Gaytan

Print Name: George Gaytan

Date: 7-1-15

1. A minimum of a 15-foot wide path of travel shall be maintained free of obstacles for emergency vehicle access.
2. The Bounce House is to be properly anchored or weighted down.
3. Food preparation shall be done under the supervision of a Tulare County Certified Food Handler. The Applicant shall submit proof to the City prior to the event of having obtained Tulare County Environmental Health approval to serve food at the event.
4. All waste material shall be collected and disposed of properly and not be deposited in a City street trash receptacles.
5. Any spills of grease or oil shall be cleaned up prior to opening the street back up to traffic
6. Music and PA equipment / system use shall conform to the City's Noise Ordinance.
7. Other than service animals for the blind / disabled, animals shall not be allowed in the street closure area.
8. Per Sections 17.71.170 Temporary Uses, a Temporary Use Permit and fee will need to be obtained to allow the event to occur.
 - 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:
 9. Temporary sidewalk sales and use of the public right-of-way for the display and sale of merchandise in the C districts shall require approval by the director. Permanent use for such purposes is strictly prohibited; ...
9. Live music must terminate by 10:00 pm.
10. Remove all materials (signs, banners, etc) once the event is finished.

PEÑA'S DISPOSAL

LEADING THE WAY TO ZERO WASTE

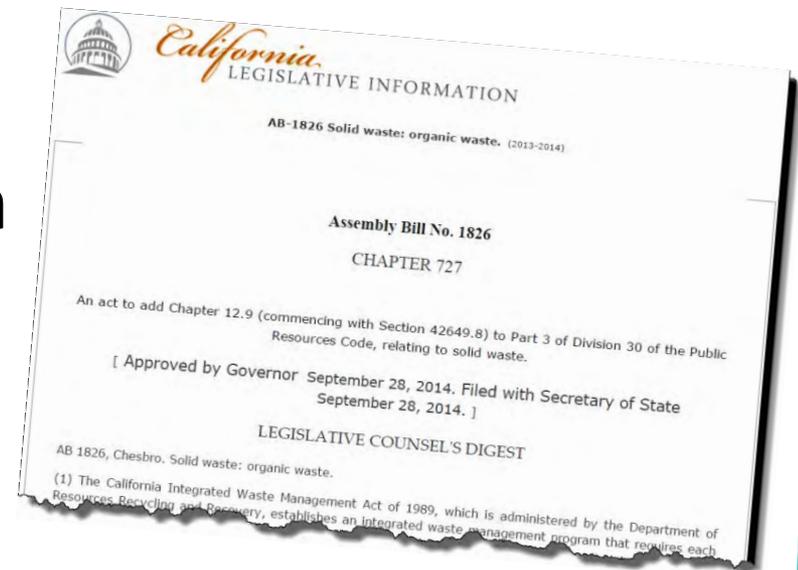


AB 1826 Organics Recycling

July 14, 2015

AGENDA

- What is AB 1826?
- State Mandated Timeline
- Proposed Implementation
- Support Needed
- Next Steps



WHAT IS AB 1826?

- AB 1826 was approved by Governor Brown September 28, 2014
- Mandates recycling of organic waste in order to achieve California's recycling and greenhouse gas (GHG) emission goals.
 - Overall goal is to reduce organic waste by 50% statewide based on the 2014 disposal level by 2020
- Requires each jurisdiction implement an organic recycling program inclusive of:
 - Education
 - Outreach
 - Monitoring
- Includes provisions for enforcement through:
 - City Policy or ordinance
 - Potential fines and penalties

(e) The organic waste recycling program may include any one or more of the following:

(1) Enforcement provisions that are consistent with the jurisdiction's authority, including a structure for fines and penalties.

WHAT IS AB 1826?

- Defines *organic* waste as:
 - Food waste
 - Green waste
 - Landscape and pruning waste
 - Nonhazardous wood waste
 - Food-soiled paper waste that is mixed in with food waste
 - Defined as napkins and tissues, paper plates, paper cups, fast food wrappers, used pizza boxes, wax-coated cardboard, and other similar paper or compostable packaging.



WHAT IS AB 1826?

- Impacts Businesses and Multifamily residential dwellings.
 - Multifamily dwellings with fewer than 5 units are exempt
 - Multifamily dwellings with more than 5 units are exempt from food waste recycling
 - Green waste recycling is mandatory
- Requires reporting and reviews.
 - Report on education, outreach, accounts complying, and those not in compliance
 - State review of cities organic waste recycling program

STATE MANDATED TIMELINE

- Critical dates for AB 1826:
 - January 1, 2016
 - Local jurisdictions must have a plan for implementation, outreach, and monitoring of AB 1826, including mandating organic recycling via city policy or ordinance (*Peña's Disposal will take the lead and document the plan.*)
 - April 1, 2016
 - Generators of 8 cubic yards or more of **organic** waste per week are required to recycle
 - January 1, 2017
 - Generators of 4 cubic yards or more of **organic** waste per week are required to recycle
 - January 1, 2019
 - Generators of 4 cubic yards or more of **solid** waste per week are required to recycle **organic** waste
 - January 1, 2020
 - If the state determines the statewide organic reduction has not been reduced by 50%, generators of 2 cubic yards or more of **solid** waste per week will be required to recycle **organic** waste

PROPOSED IMPLEMENTATION

- Implement an organics recycling program that is:
 - Cost effective
 - Least intrusive/minimal impact
 - Easy to implement/adopt
 - Meets state mandate
- Basic Strategy:
 - Businesses dispose of organic food waste in compostable bags
 - Place in separate collection container
 - Create an organic waste route
 - Target implementation to all businesses on January 1, 2017
 - Exception are the Businesses generating 8 cubic yards of *organic* waste will be implemented on April 1, 2016
 - Support through City ordinance for cost effective implementation
 - Easier execution versus phased approach
 - Urge residential customers to dispose organic food waste with green yard waste – not required by mandate
 - Educate through website, social media, newsletter, site visits, and newspaper

PROPOSED IMPLEMENTATION

- How we get to implementation:
 - Meet with composters
 - Survey all businesses – Commercial Survey
 - Conduct site visits
 - Develop process for compostable bags
 - Document plan
 - Collaborate with City on organic ordinance
 - Create outreach
 - Alert the media – Organics is Coming!

SUPPORT NEEDED

- As our company prepares to assist the city in complying with new state regulations regarding increased recycling through “Organics and Food Waste” collection and processing, it is apparent, these programs will require significant investment by Peña’s Disposal in infrastructure and assets that will take years to amortize.
- Peña’s continues to analyze the costs associated with the new requirements and it’s inevitable that additional funding will need to be secured by long term agreements with the municipalities and counties that we serve.
- Our current contract with the City of Dinuba expires in 2025 and in order to assist in leveraging the capital vital to implement new strategies that will be developed, an extension beyond 2025 is necessary to secure needed funding.
- Peña’s just completed a full permit expansion of our facility essential to this new process.
 - This expansion required an extensive and thorough EIR process and passed without opposition and is indicative of the type of expenditures that are taking place statewide.

SUPPORT NEEDED

- City to create an organic ordinance
 - Utilize examples from ordinances already created by other cities
- Community support recognizing this is a state mandate

NEXT STEPS

- Support from the City on our implementation plan
 - Implement organics recycling to all business at one time instead of phased approach
 - Develop organic ordinance for compliance
 - Consideration of Franchise extension beyond 2025
- Letter from Public Works requesting completion of Commercial Survey
- Meet with composters
- Trial use of compostable bags
- Document organic recycling program

APPENDIX

REFERENCES

- California Legislative Information
 - http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB1826
- CalRecycle
 - <http://www.calrecycle.ca.gov/Recycle/Commercial/Organics/>
- Commercial Survey attachment



Adobe Acrobat
Document

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

CITY STAFF PRESENT: Anderson, Avila, Barkley, Carrillo, Cook, Meinert, James, Son,
Thompson, Uota

WORK SESSION

Vice Mayor Harness called the work session to order at 5:34 pm.

Lee Armstrong, Der Manouel Insurance Group representative was present to talk about the City's health insurance plan with the City Council.

Vice Mayor Harness asked if there are options outside the City of Dinuba. Armstrong explained how insurance is shopped.

Council Member Thusu asked about deductibles and hospitalization costs.

Armstrong explained the plan's benefits concerning these.

Director Cook stated there are three "take-aways" from the presentation. One, it's a good plan, two, claims are up and, thirdly, more people are on the plan because of recent retirees, added dependents and the effects of the Affordable Care Act.

Vice Mayor Harness asked why the item is before the Council.

Interim City Manager Meinert said this is a presentation to let the Council know where we stand in regard to health insurance.

1.2. Joe Wisocki, Ridge Creek Golf Course – Golf Course Update

Mayor Morales arrived at 5:48 pm.

Joe Wisocki presented information in regard to the Ridge Creek Golf Course's progress.

Vice Mayor Harness asked if he foresees keeping the restaurant open later as a possibility.

Wisocki responded that during summer the restaurant is open until 8 pm during the week and 9 pm on weekends.

Wisocki was asked if he foresees the planned event center being beneficial.

Discussion followed in regard to the planned event facility at the golf course. Wisocki said he foresees the event center will be a great benefit to serve the community.

Council Member Smith asked what type of housing development Wisocki envisions at the golf course.

Council Member Smith asked why the golf course is cutting back on watering if the water used for irrigation is recycled non-potable water.

Interim City Manager Meinert explained we still have to be good stewards of water. Discussion followed.

Mayor Morales asked if other areas are drinking recycled water and Meinert explained it is not allowed here but other areas of the state may do so.

The work session was adjourned at 6:13 pm.

CALL TO ORDER

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

INVOCATION

The invocation was led by Chaplain Sussee.

FLAG SALUTE

The flag salute was led by Roy Ramirez.

PRESENTATIONS

5.1. Dinuba High School Valedictorians

- Lilliana Garcia
- Rebeka Gonzalez
- Stephanie Manzo

Mayor Morales presented certificates of recognition to the three valedictorians and the Council congratulated them for their academic achievements.

5.2. Armondo Apodaca, Executive Director TKHCC – Golf Tournament Final Report

Armondo Apodaca, TKHCC, thanked the City of Dinuba for co-sponsoring the TKHCC golf tournament. There were 104 golfers in the tournament that came from throughout the county.

5.3. Vietnam Veterans Memorial Wall Project Benefit, Car & Bike Show –Request for Co-sponsorship

Ruth Padilla requested co-sponsorship for a benefit car show on July 12. She requested police security and use of the parking lot near the senior complex as well as use of the Jolly Trolley during the event.

Interim City Manager Meinert said the trolley may be used that day making a special stop at the memorial hall.

A motion was made by Vice Mayor Harness, second by Council Member Thusu, to authorize co-sponsorship of the event.

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

PUBLIC COMMENT

6.1. Unscheduled items

Joe de Luna, founder of Motorcycle ministry, Unity Crew was present to request authorization to conduct a Christian outreach at a church near the old court house and use of the city park. He described it as a church in the park event on July 12, 2015.

Director Carrillo said he talked to de Luna about it last week. The event is 10 to 2 on a Sunday. There is no conflict with other events.

De Luna said there will be a PA system with a singer and a preacher bringing the Word of God at the event.

Interim City Manager Meinert said the item is not on the agenda but the Council could direct staff to work with de Luna.

Chris Launer thanked Council Members Harness, Reynosa and Smith for attending the Flag Day event earlier in the month. He stated that it's important for the Council to attend more community events than two Council meetings a month. He urged the City Council to continue attending important community events.

CONSENT CALENDAR

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

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

WARRANT REGISTER

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

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

MAYOR'S MINUTE

Mayor Morales reported he attended the LOCC SSJVD meeting in Delano where the subject was the drought.

Interim City Manager Meinert said we have received several bills in regard to several issues.

COUNCIL COMMENTS

10.1. League of California Cities Annual Conference, Designation of Voting Delegate(s) and Alternate(s)

A motion was made by Council Member Smith, second by Council Member Thusu that Vice Mayor Harness be designated the voting delegate at the League's Annual Conference.

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

Council Member Thusu, second by Vice Mayor Harness, to designate Council Member Reynosa as the alternate voting delegate.

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

10.2. League of California Cities south San Joaquin Valley Division August 2015 – August 2017 Executive Board Nominations

A motion was made by Council Member Smith, second by Vice Mayor Harness, to nominate Council Member Thusu as a candidate for the LOCC SSJVD Executive Board.

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

10.3. Letter of Response – Tulare County Grand Jury Report; Transparency – Open Meeting Law

Interim City Manager Meinert reported that the City received the Grand Jury's 2015 report. Our response to the report is included the packet for the Council's information.

10.4. Information Sharing

Vice Mayor Harness said he wants to review the City's noise ordinance again.

Vice Mayor Harness said there are businesses that are popping up with improper equipment to prepare food or prepare food outdoors. Some businesses follow rules while others are not.

Council Member Thusu said he drove through the Viscaya subdivision and observed staff capping sprinklers in the median. He said staff noted they wished they had more help. He said he wished to share that information with Council and staff.

Director Carrillo said we have been mandated by the state to eliminate turf irrigation in street medians. He said they can only irrigate the trees in that area and there are approximately 200 trees planted that will be irrigated by drip. He talked about other areas that will soon turn brown due to lack of irrigation. There are areas that are supposed to be watered but there are areas that will suffer. Carrillo said it puts a strain on staff and staff is doing the best they can to

Council Member Smith said he has a neighbor that continues to be loud every weekend so noise is a problem.

He said he attended Flag Day as his patriotic duty. Smith said he also attended the Memorial Wall benefit dinner and attended the CWMA meeting Thursday. Discussion at the meeting was whether or not the CWMA is still necessary.

Harness said he feels the same about Tulare County EDC. He commented that the way they handle the leads we can't do anything about them.

Meinert said the Tulare County EDC is how Ruiz, Patterson and Best Buy came to us and he added that Dinuba had many leads until the bottom fell out of the market.

Vice Mayor Harness said Tulare County is out of the EDC and Meinert replied they are thinking of rejoining.

Council Member Reynosa said she attended the LNTC graduation and noted that LNTC is recruiting for the next class. She said she attended the Farm Credit West ground-breaking ceremony and the Flag Day service.

Vice Mayor Morales said he attended the Community Volunteers dinner too and he commended Lt. Son for his work with the volunteers.

PUBLIC HEARING

11.1. Edward Byrne Memorial Justice Assistance Grant (JAG), Resolution 2015-31

Sgt Robison was present to discuss the JAG grant. He requested that the Council hold the hearing to gather comments in regard to the grant. The grant will allow staff to purchase safety equipment for the department.

Mayor Morales opened the hearing.

Ruth Padilla stood and said she supports the grant.

No other comments from the public were brought forward.

Mayor Morales closed the hearing.

It was motioned by Vice Mayor Harness, second by Council Member Smith to adopt Resolution 2015-31.

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

11.2. Levying Special Assessments for Landscape and Lighting Districts and Certifying the validity of the Legal Process, Resolution 2015-30

Director Cook requested that the Council adopt Resolution 2015-30.

Mayor Morales opened the hearing but no comments were brought forward so he closed the hearing.

A motion was made by Council Member Smith, seconded by Vice Mayor Harness, to adopt Resolution 2015-30.

CITY ATTORNEY

12.1. Closed Session Conference with Legal Counsel: Anticipated Litigation

No action was taken during closed session.

12.2. Information Sharing

None

CITY MANAGER

13.1. Compensation Study – Authorization to Update

Assistant City Manager Anderson said the Compensation Study is still in its draft form. At the time it was drafted negotiations with staff were still occurring. The City Associations are aware of the study. The

compensation will be brought back at a later time for the Council's consideration. Anderson requested the Council authorize staff to update the Study.

It was motioned by Council Member Smith, second by Vice Mayor Harness to authorize the update of the Compensation Study.

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

13.2. Information Sharing

Interim City Manager Meinert said staff sent a letter to Legislators Mathis and Vidak to oppose the RDA trailer bill.

Interim City Manager Meinert said he and Anderson will meet with City Manager Patlan to talk about business on Thursday.

ENGINEERING AND PLANNING SERVICES

14.1. Authorization to Award Demolition Work for Police Department Parking Lot expansion Phase I

Engineer Uota requested that the City Council consider the bids received for the project and award the demolition work of the former Kleinsasser Building to the lowest responsive bidder, Bowen Engineering & Environmental. Uota reported there were three bids and Bowen Engineering & Environmental was the lowest responsive bidder. Uota requested the City Council award the bid to Bowen Engineering & Environmental.

A motion was made by Vice Mayor Harness, second was made by Council Member Thusu, to award the bid to Bowen Engineering & Environmental for demolition work.

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

14.2. Update – El Monte Way Widening Project

Engineer Uota presented the El Monte Way Widening Project update.

14.3. Information Sharing

Engineer Uota said construction began at the Sonic Drive-in site where Sonic will build.

Uota recalled that in 2009 there was a movement to recognize water resources in California were limited. He referred to a water calculation ordinance for new subdivisions. The ordinance didn't apply unless there was a large lot in the front yard. The state has now taken into consideration the drought and the turn in the front yards in new subdivisions will look like the newly remodeled landscaping like that of Ruiz Foods. When the state revises the ordinances, it will also become the city's ordinance once again.

FINANCE SERVICES

15.1. Information Sharing

Director Cook said we plan to go live with the utility billing software on July 1. We will have to pull the old system down in order to replace it with the new system. We will be without a system on Friday, July 17. In light of the conversion we will not be able to take payments that day.

Interim City Manager Meinert said it will not interfere with payroll, time cards or issuing building permits.

FIRE SERVICES

16.1. Request for Proposals – Fire Station #2 Design

Chief Thompson requested that the Council authorize staff to request proposals from firms to design the City of Dinuba fire Station #2.

A motion was made by Council Member Thusu, second was made by Council Member Reynosa, to authorize staff to request proposals as presented.

AYES: Reynosa, Smith, Morales, Harness, Thusu

NOES: None

ABSTAIN: None

ABSENT: None

16.2. Information Sharing

Chief Thompson reported there was a fire this week on North Alta Avenue. The fire was not as devastating and it was distinguished without incident.

Chief Thompson reported there was a request for mutual aid at the Corrin Fire, to which Firefighters Woods and Morgan were deployed. They returned safely.

Chief Thompson explained the process which currently funds \$150,000 per year. The IGT program could help us recover \$800,000 - \$1 million per year which is good news for the fire department.

Director Cook said it looks like it could be approximately \$700,000 and staff will return to council with the information within 30 days.

Chief Thompson said it's based off of a fee for service.

PARKS AND COMMUNITY SERVICES

17.1. Authorization to Purchase Lighting for Roosevelt Park from Sole Source Vendor

Director Carrillo presented information and requested authorization to purchase specialized lighting for Roosevelt Park from a sole source vendor, Musco Lighting.

A motion was made by Vice Mayor Harness, second by Council Member Reynosa, to authorize the purchase from Musco Lighting as presented.

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

17.2. Information Sharing

Director Carrillo reported on the Friday Night Lights event that occurred last Friday. He also reported on the Independence Day event that will be held at the Centennial Park this year. He reviewed the schedule of events with the Council.

Carrillo reported that the Sportsplex becomes very hot in high temperatures so staff is looking at installing exhaust fans in the roof to try to remove some of the heat.

Mayor Morales asked if there will be vendors at the Independence Day event and Carrillo responded there will be food vendors.

BREAK

Mayor Morales declared a break at 8:00 pm.

RECONVENE

Mayor Morales reconvened the meeting at 8:14 pm.

POLICE SERVICES

18.1. Information Sharing

Lt. Son animal control officer Enrique Chavez just started. He gave an update on recruitment of police staff.

The National Night Out event is scheduled for August 4. Lots of participation so far and expect a great turnout.

Had volunteer appreciation dinner last week and out of 21 12 were recognized. Several of them received awards for their participation.

Currently have about 1500 hours of service so far this year.

Discussion followed in regard to the award recipients.

PUBLIC WORKS

19.1. Authorization to Renew Dinuba Connection/Fresno County Rural Transit Agency (FCRTA) 2015-2016 Agreement

Management Analyst Ramirez requested that the City Council consider information in regard to the FCRTA Agreement and requested that the City Council authorize the renewal of the 2015-2016 agreement between the Dinuba Connection/Fresno County Rural Transit Agency (FCRTA).

A motion was made by Council Member Smith, second by Vice Mayor Harness, to approve the renewing of the agreement between the Dinuba Connection/Fresno County Rural Transit Agency (FCRTA).

AYES: Reynosa, Smith, Morales, Harness, Thusu

NOES: None

ABSTAIN: None

ABSENT: None

19.2. Measure R Program Supplement – Transit Expansion

Management Analyst Ramirez requested the City Council consider and authorize the execution of the Measure R Program Supplement with the TCAG for funding transit expansion. Ramirez explained the supplement will be used for FY 15/16 Measure R Transit Expansion funding for the Dinuba Connection Dinuba/Reedley route.

A motion was made by Council Member Smith, a second was made by Vice Mayor Harness to authorize the execution of the Measure R Program Supplement with TCAG.

AYES: Reynosa, Smith, Morales, Harness, Thusu

NOES: None

ABSTAIN: None

ABSENT: None

19.3. Submittal of Allocation Request for Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Program – Transit Bus Shelters

Management Analyst Ramirez presented information concerning the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Program for transit bus shelters. Ramirez reported that the allocation was requested for the purchase of 15 transit bus shelters including solar lighting for several DART bus stops.

Ramirez reported that no action was necessary on the Council's part.

19.4. Information Sharing

Business Manager Avila reported staff is looking at hiring a building inspector through a third party contractor because the public improvements inspector will be out of the office for a few weeks.

CLOSED SESSION

20.1.

The meeting was adjourned at 8:29 pm.

20.1. CONFERENCE WITH LEGALCOUNSEL: ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9:

Number of Cases: (ONE (1) CASE)

Emilio Morales, Mayor

ATTEST:

Linda Barkley, Deputy City Clerk



City Manager's Office
559/591-5904

Development Services
559/591-5906

Parks & Community Services
559/591-5940

City Attorney
559/437-1770

Public Works Services
559/591-5924

Fire/Ambulance Services
559/591-5931

Administrative Services
559/591-5900

Engineering Services
559/591-5906

Police Services
559/591-5914

DINUBA PLANNING COMMISSION MINUTES

Regular Meeting
June 2, 2015

CALL TO ORDER:

The meeting was called to order at 6:30 p.m. by Chair Smither

INVOCATION:

The invocation was given by Chair Smither.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Commissioner Munoz.

MEMBERS PRESENT:

Commissioners Conklin, Munoz, Olesky, Smither, Wong

MEMBERS ABSENT:

None

STAFF PRESENT:

Blanca Beltran, Public Works Director, Rick Hartley, Building Official, Cristobal Carrillo, Planner I, Mark Bartlett, Representative of SGI, the construction management company for the Avenue 416/El Monte Way Project, Crystal Flores, Accounting Technician I and Recording Secretary.

PUBLIC COMMENTS:

None

APPROVAL OF MINUTES:

A motion was made by Commissioner Olesky to approve the minutes of May 5, 2015. The motion was seconded by Commissioner Wong and unanimously approved.

COMMISSIONER'S COMMENTS

7.1 INFORMATION SHARING

Wong thanked staff for emailing an update on the Avenue 416/El Monte Way Project.

Munoz said he noticed more work being done on the Avenue 416 project and is glad to see progress.

Conklin asked what happened with the signage pointing to downtown; Hartley said the sign has been moved to the wastewater treatment plant for storage.

Beltran said the sign needs to be refurbished and will be done along with the bike lane project. The sign will go on the triangle piece of land by Dinuba Lumber once it is completed. Conklin asked how long it will take; Beltran said there is a time line of six months.

Conklin asked if Sonic has begun construction; Hartley said yes.

Conklin also asked if the Development Review Committee's review was completed on the proposed tire shop on Alta Avenue and Saginaw; Carrillo said the Applicant has not submitted plans for review.

Smither asked for an update on the weeds at the former Maya Theatre; Hartley said the fire department is working on locating the owner.

PUBLIC WORKS SERVICES:

8.1 Overview and Comment: Application No. 2015-04 – City of Dinuba 2015-2023 Housing Element Draft

Ginger White from Quad Knopf presented an overview of what a Housing Element is and what it covers.

Olesky asked where the information about the median income in Dinuba comes from; White said it comes from the 2010 Census Data. Olesky then asked if the number (\$54,700) used was from the County as a whole or the City by itself and if it is from the County, how is it accurate for Dinuba; White said the number used is consistent with what the State uses when describing Median Income for the area.

Smither asked how many houses are built in Dinuba per year; Hartley said currently about three houses per month are built.

Smither also asked if the City will be penalized if the number of houses required to be built is not met; White said it is not uncommon for the goal not to be met; however, the appropriately zoned land does need to be available.

Conklin asked when the Planning Commission will get to see the final draft of the Housing Element; White said it is scheduled for PC review in September or early October.

Mike Lane, participant on the advisory board for the Housing Element, asked why Dinuba's impact fees are so high. He said he compared the fees to other cities and found that Dinuba's fees are 1.7 times higher than Visalia. He sees this as a constraint and an impediment and wanted to bring it to staff's attention. Lane then handed a letter to Carrillo which addressed the concerns he spoke of.

8.2 INFORMATION SHARING

Beltran said she had no information to share.

CITY ENGINEER:

9.1 Avenue 416/El Monte Way Project Update

Mark Bartlett, SGI Representative, asked the Commission what kind of information they were looking for.

Olesky asked Bartlett if he knew why the Contractor has not submitted their Construction Schedule updates in a timely manner; Bartlett said he is unsure, but knows that there is a difference of opinion between Papich Construction, SGI and the City. Bartlett also said the City has taken some steps to push Papich to submit their updates and Papich has improved.

Munoz asked if the Contract stated that the updates are required; Bartlett said the Contract is very clear in stating so.

Discussion followed regarding the Commissions concerns with the Project and how the businesses in the construction area are being affected.

Smither asked if there was an estimate for beginning work on the area to the east of the train tracks on Avenue 416; Bartlett said the railroad has some work to complete and his guess is about one month.

10.2 INFORMATION SHARING

Hartley shared that Sonic Drive-In has begun construction.

ADJOURNMENT:

There being no further business, it was moved by Commissioner Wong, and seconded by Commissioner Conklin, to adjourn the meeting. The motion carried and the meeting was adjourned by Smither at 7:52 pm.


Crystal Flores, Recording Secretary

**MASTER DEVELOPMENT SCHEDULE
RESIDENTIAL
07/10/15**

DEVELOPMENT	LOCATION	ANNEXED? DATE RATIFIED	PRE- TENTATIVE MAP	DRC	PLANNING COMMISSION TENTATIVE MAP	CITY COUNCIL TENTATIVE MAP	DEVELOP. AGREE.	BONDS/ perform pymnt maint	CITY COUNCIL FINAL MAP	PUBLIC IMPR.	* BLDG. PERMIT	LOTS	LOTS REMAINING
1. Bel Aire Johannes Van Tilburg 1738 Berkley Street Santa Monica, CA 90404 310-394-0273	Northwest corner of Sequoia and Villa	yes	yes	yes	5/19/2004	n/a	yes		8/10/2004	√	13	28	15
2. Viscaya II - Phase I-III Longview Development 559-732-2660 (Viscaya II)	Southwest corner of Nebraska and Viscaya	yes	yes	yes	1/4/2005		yes	√	yes	√		84	84
3. Parkside I/ Rancho Vista Parkside II Parkside III Sandra Staats 559-977-2396	West of intersection of Crawford and San Antonio	yes yes	yes yes	yes yes	8/3/2004 8/3/2004 Phase III extended to 8/3/2012 per 3/5/10 ltr, Lane Eng 8/3/2014 per AB 208 8/3/2016 per AB 116 extended to 8/3/2019 due to Phase II Final Map recordation on 4/28/14	n/a n/a	yes yes	√	6/14/2005 2/11/2014	√ √	129 70	129 70 52	0 0 52
4. Stony Creek Chris Mitchell 831-423-1172	South of intersection of Kamm and Greene	yes	yes	yes	7/1/2003	n/a	yes		10/14/2003	√	9	11	2
7. Laurabrook Deby Newton-Johnston 591-2500	Approximately 200' north of the intersection of Euclid and Bloomingdale	yes	yes	yes	4/5/2005 extended to 4/5/2010 4/5/2012 per AB 333 4/5/2014 per AB 208 4/5/2016 per AB 116	n/a	pending					37	37
8. Marquis Homes	East of the Englehart and Quapan/Osage intersection	yes	yes	10/6/2005	11/1/2005	11/22/2005	yes		12/12/2006	√	5	42	37
9. Tierra Vista II Las Palmas Property Management 559-472-9546 - Veronica 559-515-1385 - Josie	Southeast corner of Crawford and Saginaw	yes	yes	yes	7/6/2004 Extended by PC 9/5/06 to 7/6/07 Reapplication approved by PC 5/6/14	n/a Reapplication approved by CC 05/27/14 Approval good til 5/27/16	Expired Recorded 2/20/2015	Expired	12/12/2006 Final map not recorded Expired 3/12/2007 Final Map recorded Feb 2015	√		0 42	0 42

DEVELOPMENT	LOCATION	ANNEXED? DATE RATIFIED	PRE- TENTATIVE MAP	DRC	PLANNING COMMISSION TENTATIVE MAP	CITY COUNCIL TENTATIVE MAP	DEVELOP. AGREE.	BONDS/ perform pymnt maint	CITY COUNCIL FINAL MAP	PUBLIC IMPR.	* BLDG. PERMIT	LOTS	LOTS REMAINING
10. Deville Estates Gurbir Sarpaj 630-0800	Northeast corner of Englehart and Saginaw	yes	yes	yes	2/1/2005 extended to 2/1/2008 PC 2/1/2009 PC 2/1/2010 2/1/2012 per AB 333 2/1/2014 per AB 208 2/1/2016 per AB 116	n/a						26	26
12. Autumn Gate* Corey File 650-5454	Northeast corner of Nebraska and Viscaya	yes 2/14/2006	yes	2/2/2006	3/7/2006	3/28/2006 extended to 3/28/2009 3/28/2012 per AB 333 3/28/2014 per AB 208 3/28/2016 per AB 116	pending					138	138
13. Eagle Meadows* 209-466-4433	Northwest corner of Crawford and Nebraska	yes 10/25/2005	yes	2/2/2006	3/7/2006	3/28/2006 extended to 5/2/2009 5/2/2012 per AB 333 5/2/2014 per AB 208 5/2/2016 per AB 116	pending					309	309
14. Buratovich Estates* Michael Schuil 559-859-0034 cell 559-734-7848 fax mike@schuil.com Longview Development, Jim Robinson Pat Emmons, Steve & Cheryl Alexander, Nick Buratovich	Northwest corner of Nebraska and Lincoln	yes 10/25/2005	yes	3/2/2006	5/2/2006	5/2/2006 extended to 5/2/2009 5/2/2012 per AB 333 5/2/2014 per AB 208 5/2/2016 per AB 116	pending					90	90
15. Blossom Estates* Gary Wilson, main contact 831-724-4609	Approximately 200' south of the intersection of Alta and Griggs	yes 6/27/2006	yes	4/6/2006 5/4/2006 6/1/2006	8/1/2006	9/12/2006 rev. 2/13/07 extended to 9/12/2009 9/12/2011 per AB 333 9/12/2013 per AB 208 9/12/2015 per AB 116	pending					69	69
16. Noroian Estates George Noroian	200' feet south of the intersection of Crawford and Lauren	yes 3/27/2007	yes	3/6/2008 6/5/2008	12/2/2008	1/27/2009 1/27/2013 per AB 333 1/27/2015 per AB 208 1/27/2017 per AB 116						81	81
17. Terrace Estates Sal Gonzalez 209-550-0700	1,400' south of intersection of Alta and Kamm, to the west	yes 2/14/2006	yes	4/6/2006 5/4/2006 6/1/2006	8/1/2006	9/12/2006 extended to 9/12/2009 9/12/2011 per AB 333 9/12/2013 per AB 208 9/12/2015 per AB 116	pending					61	61
18. Quail Run South Dennis Gaab 559-439-4464, ext. 455 559-213-7845	Southwest corner of Englehart and Florence	yes 4/24/2007	yes	4/6/2006 12/7/2006 2/1/2007	6/5/2007 PC Ext. app 7/7/2009	7/10/2007 7/10/2012 per AB 333 7/10/2014 per AB 208 7/10/2016 per AB 116						73	73
20. Rose View Estates Ron Yamabe (559) 978-1919	Approximately 400' west of the College and Ave 406	yes	yes	4/6/2006 5/4/2006	8/1/2006	9/12/2006 extended to 9/12/2009 9/12/2011 per AB 333 9/12/2013 per AB 208 9/12/2015 per AB 116	pending					22	22

DEVELOPMENT	LOCATION	ANNEXED? DATE RATIFIED	PRE- TENTATIVE MAP	DRC	PLANNING COMMISSION TENTATIVE MAP	CITY COUNCIL TENTATIVE MAP	DEVELOP. AGREE.	BONDS/ perform pymnt maint	CITY COUNCIL FINAL MAP	PUBLIC IMPR.	* BLDG. PERMIT	LOTS	LOTS REMAINING
21. RCR Residential a) The Village b) The Estates c) The Lakes Jayne Anderson 591-5900	South of the El Monte Way and Road 62	yes										75	75 n/a n/a
		9/26/2006	yes	8/3/2006	10/3/2006	10/10/2006							
		9/26/2006	yes	8/3/2006	10/3/2006	10/10/2006							
		9/26/2006	yes	8/3/2006	10/3/2006	10/10/2006							
					The Lakes								
					The Village (revised) The Estates (revised)	10/24/2013 10/24/2013 extends to 10/24/2018						56 114	56 114
				7/11/2013	9/3/2013								
22. Villa Mira Tim Roberts 805-239-0664	Approximately 200' south of Euclid Ave and Euclid Cr intersection	yes	yes	12/7/2006 8/2/2007 9/13/2007 12/6/2007	4/1/2008	4/22/2008 4/22/2012 per AB 333 4/22/2014 per AB 208 4/22/2016 per AB 116						35	35
23. Castro Subdivision Harold Newton 559-591-3200	Southwest corner of Saginaw and Englehart	yes	yes	7/5/2007 9/13/2007 2/7/2008	6/3/2008	7/8/2008 7/8/2012 per AB 333 7/8/2014 per AB 208 7/8/2016 per AB 116						77	77
24. Nehf-Gapen Janet Gapen	Southwest corner of Saginaw and Hayes	yes	yes	5/7/2009	6/2/2009	6/23/2009 6/23/2013 per AB 333 6/23/2015 per AB 208 6/23/2017 per AB 116						9	9
25. Vineyard Estates Gurbir - 559-630-0800	Approximately 500' north of Englehart and Saginaw intersection					3/7/2006 ext to 9/7/2008 by PC * CC ext 1 year to 3/7/09 ext to 9/7/2012 per SB 1185 & AB 333 9/7/2014 per AB 208 9/7/2016 per AB 116						63	63

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

Total Lots Remaining	1567
Approved Final Map Lots	364
Approved Tentative Map Lots	1429
Multiple family units	0
Permits	226
TOTAL	1793

**MASTER DEVELOPMENT SCHEDULE
COMMERCIAL
7/10/2015**

DEVELOPMENT	ANNEXED? DATE RATIFIED	PRELIM. SITE PLAN	DRC	PLANNING COMMISSION PLAN	CITY COUNCIL PLAN
1. <u>Stony Creek</u>	yes	yes	yes	yes	yes
2. <u>Convenience store/gas</u> 42767 Road 80 Convenience store/gas station/ taqueria	2008	n/a	4/7/2013	6/3/2014 PC Hearing 8/4/2015 Time Ext. PC Hearing	n/a
3. <u>Sonic Burger</u> 448 W. El Monte Way Sonic Burger restaurant	n/a	n/a	11/6/2008 2/7/2013	n/a n/a	n/a n/a
4. <u>Home Care Facility</u> 452 E. Fresno Street Home care facility	n/a	n/a	1/3/2013 5/2/2013	11/5/2013 PC Hearing 3/3/2015 Time Ext. PC Hearing Jul-15 Fence Variance PC Hearing	n/a
5. <u>Medical Facility</u> 400 N. Eaton Medical Facility	n/a	n/a	5/3/2012		
6. <u>Medical Facility</u> 500 E. Adelaide Medical Facility	n/a	n/a	5/3/2012		

PERMIT ISSUED DATE
12/23/2013 Ext. given 11/25/2014

MASTER DEVELOPMENT SCHEDULE
MULTI-FAMILY RESIDENTIAL
7/10/2015

DEVELOPMENT	ANNEXED? DATE RATIFIED	PRELIM. SITE PLAN	DRC	PLANNING COMMISSION SITE PLAN	CITY COUNCIL SITE PLAN	PERMIT ISSUED DATE
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City Council Report

City Council Meeting: July 14, 2015

Department: Public Works Services

To: Luis Patlan, City Manager

From: Dean K. Uota P.E., City Engineer
By: Elva Patino, Fiscal Analyst II
Ph: 559.591.5924
Email: duota@dinuba.ca.gov

Subject: Notice of Completion– 2015 American with Disabilities Act (ADA) Improvements, Initial Phase of ADA Transition Plan

RECOMMENDED ACTION

It is recommended that the City Council accept the subject Project as complete and authorize the City Engineer to file the Notice of Completion.

BACKGROUND

On February 11, 2014, City Council approved Staff's recommendation to review information regarding the American with Disabilities Act (ADA) Transition Plan (Plan) and also approved and adopted Resolution 2014-08.

The Transition Plan evaluated the City's pedestrian facilities for compliance with ADA requirements based upon the "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights-of-Way", published in the Federal Register on July 26, 2011. The evaluation considered sidewalk widths and cross-slopes; curb ramp dimensions and slopes, and driveway accessibility for pedestrian access. Transit shelters were evaluated considering the clear path dimensions between the transit shelter and the face of curb, the distance between the shelter walls and the bench for wheelchair access, and the existence and adequacy of the landing area.

The recommended improvements to pedestrian facilities range from simple modifications, such as grinding the lip at gutter interface and installing truncated dome matting, to construction / reconstruction of existing facilities. In most cases where driveway approaches are not ADA compliant, additional rights-of-way for a compliant transitional sidewalk at the back of the driveway approach will be required to bring the driveway approaches into compliance.

City staff has held meetings with a group of residents with disabled needs (stakeholders) to prioritize the recommended project elements in the Plan. Future meetings will help expand not only the group size but also review and update the initial priority list of improvements.

The current ADA Transition Plan priority list identifies the following Project activities and locations:

<u>Rank</u>	<u>Location</u>	<u>Description</u>	<u>Facility</u>	<u>Estimate</u>
1	Shelter 7	5'x4' landing (Completed FY 14/15)	Transit	\$1,460
2	Shelter 12	5'x3' landing (Completed FY 14/15)	Transit	\$1,460
3	Shelter 16	5'x6' landing (Completed FY 14/15)	Transit	\$1,800
4	Shelter 10	5' Wide Access landing	Transit	\$900
5	Crawford Ave.	Davis Dr. to Saginaw 4 curb ramps	School	\$14,000
6	Kamm Ave.	Greene Ave to O St.-curb ramps, drive approaches	School	\$30,310
7	Sierra Way	College Ave to 1 st –curb ramps, drive approaches	School	\$30,000
8	South J St.	Ventura to Kern	School	\$10,000
9	East Kern St.	J St. to College	School	\$10,000
10	South J St.	Tulare to Ventura/College	School	\$14,000
11	Shelter 8	Davis/Villa 5'x4' landing/bench shift	Transit	\$1,050
12	North I St.	Tulare to Kern	Gov't	\$7,000
13	E. Saginaw	Eaton to Lincoln	School	\$36,376
14	Lincoln Ave.	Saginaw to Linzmeier	School	\$14,000
15	Eaton Ave.	Linzmeier to Saginaw	School	\$14,000

The ADA improvements are funded by Gas Tax revenues. A \$50,000.00 annual allocation has been reserved for this Project and future ADA improvements. The balance of any unspent funds will be transferred to next years annual allocation.

DISCUSSION

Construction consisted of a 5' wide x 5' deep x 4" thick concrete landing at Bus Shelters 7, 8, and 12 and Bus Stop at Monte Vista and 5' x 7' 6" deep 4" thick concrete landing at Bus Shelter 16. The successful completion of this Project had no change orders. The final construction contract amount was \$9,240.00. In Fiscal Year 14/15 the fund balance will be \$40,760.00. This amount will be transferred to FY 15/16 for a total available fund balance of \$90,760.00, which is planned for a 2015/2016 project including the next ranked locations (5 through 9) .

The final inspection of the Project was performed by the Building Official and Associate Engineer on June 29, 2015. Rene G. Ortega Concrete satisfactorily completed all the work per the Plans and Specifications.

Rene G. Ortega Concrete has received payment in full for their work on the Project. The Notice of Completion will be recorded with the County Recorder's Office (see Exhibit A).

FINANCIAL IMPACT

There is no cost associated with filing the Notice of Completion.

RECORDING REQUESTED
AND RETURN TO:

CITY OF DINUBA
PUBLIC WORKS DEPARTMENT
405 E. EL MONTE WAY
DINUBA, CA 93618

No Fee per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HERE BY GIVEN:

1. That the City of Dinuba, a Municipal Corporation, whose address is 405 E. El Monte Way, Dinuba, California, is the owner of the real property, public works or structure hereinafter described.

2. That on the 29th of June, 2015, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.

3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is Rene G. Ortega Concrete.

4. That the real property or public works or structure is described as follows:

**City of Dinuba
Americans with Disabilities Act (ADA) Improvements**

Construction consisted of 5' wide x 5' deep x 4" thick concrete landing at Bus Shelters 7, 8, and 12 and Bus Stop at Monte Vista and 5' x 7' 6" deep 4" thick concrete landing at Bus Shelter 16

5. That the Nature of the owner's interest or estate is: In Fee

Dated: _____, 2015

CITY OF DINUBA
A Municipal Corporation

By _____
Dean K. Uota, P.E., City Engineer

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

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 2015, by Dean K. Uota, P.E., City Engineer of the City of Dinuba, a Municipal Corporation, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public in and for the County of Tulare,
State of California



Accounts Payable Invoice Report

Payment Date Range 06/21/15 - 06/26/15
 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 930 - 1-800 Radiator										
24009158	PO pb24	Paid by Check #4091		05/04/2015	06/26/2015	06/26/2015		06/26/2015	384.98	
							Vendor 930 - 1-800 Radiator Totals	Invoices	1	<u>\$384.98</u>
Vendor 385 - 4 Creeks, Inc.										
7440	15034.06 ATP Grant Application	Paid by Check #4092		05/07/2015	06/26/2015	06/26/2015		06/26/2015	3,671.75	
7466	15034.02 Dinuba School Traffic/Ped Survey	Paid by Check #4092		05/11/2015	06/26/2015	06/26/2015		06/26/2015	2,875.00	
							Vendor 385 - 4 Creeks, Inc. Totals	Invoices	2	<u>\$6,546.75</u>
Vendor 367 - A-1 Auto Electric										
107442	Cust ID 13684	Paid by Check #4093		06/18/2015	06/26/2015	06/26/2015		06/26/2015	246.28	
							Vendor 367 - A-1 Auto Electric Totals	Invoices	1	<u>\$246.28</u>
Vendor 79 - AD Group DBA Shelton Turnbull										
319130	June 2015	Paid by Check #4094		06/15/2015	06/26/2015	06/26/2015		06/26/2015	25.00	
							Vendor 79 - AD Group DBA Shelton Turnbull Totals	Invoices	1	<u>\$25.00</u>
Vendor 206 - ADT Security Services, Inc.										
86613064	6/12/15 Professional Services	Paid by Check #4095		06/12/2015	06/26/2015	06/26/2015		06/26/2015	135.00	
							Vendor 206 - ADT Security Services, Inc. Totals	Invoices	1	<u>\$135.00</u>
Vendor 263 - Advantek Benefit Administrators										
6/19/15	Funding request	Paid by Check #4205		06/19/2015	06/26/2015	06/26/2015		06/26/2015	20,979.18	
							Vendor 263 - Advantek Benefit Administrators Totals	Invoices	1	<u>\$20,979.18</u>
Vendor 664 - Joe Aguirre										
060815	Vacaville Building Inspector/Management Planner Asbestos Class	Paid by Check #4096		06/08/2015	06/26/2015	06/26/2015		06/26/2015	240.68	
							Vendor 664 - Joe Aguirre Totals	Invoices	1	<u>\$240.68</u>
Vendor 344 - Alameda Electrical Distributors										
S3596657.001	Connector	Paid by Check #4097		06/03/2015	06/26/2015	06/26/2015	06/17/2015	06/26/2015	93.94	
							Vendor 344 - Alameda Electrical Distributors Totals	Invoices	1	<u>\$93.94</u>
Vendor 13 - Ameripride Valley Uniform Service										
1501385377	Supplies	Paid by Check #4098		06/05/2015	06/26/2015	06/26/2015		06/26/2015	63.96	
1501385378	Supplies	Paid by Check #4098		06/05/2015	06/26/2015	06/26/2015		06/26/2015	33.82	
1501385379	Supplies	Paid by Check #4098		06/05/2015	06/26/2015	06/26/2015		06/26/2015	52.09	
1501394660	Supplies	Paid by Check #4098		06/19/2015	06/26/2015	06/26/2015		06/26/2015	63.96	
1501394663	Supplies	Paid by Check #4098		06/19/2015	06/26/2015	06/19/2015		06/26/2015	33.82	
1501394664	Supplies	Paid by Check #4098		06/19/2015	06/26/2015	06/26/2015		06/26/2015	52.09	
							Vendor 13 - Ameripride Valley Uniform Service Totals	Invoices	6	<u>\$299.74</u>



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Vendor 20 - Ameritas Life Insurance July 2015	010-7745-00001 FY 15/16	Paid by Check #4206	06/08/2015	06/26/2015	06/26/2015	06/26/2015	17,765.80
		Vendor 20 - Ameritas Life Insurance Totals			Invoices	1	<u>\$17,765.80</u>
Vendor 556 - Anderson, Jayne Sacramento 6/12	League of Cities Employee Relations	Paid by Check #4099	06/12/2015	06/26/2015	06/26/2015	06/26/2015	48.00
		Vendor 556 - Anderson, Jayne Totals			Invoices	1	<u>\$48.00</u>
Vendor 351 - Anthem Blue Cross 0908920221	F/Y 15/16	Paid by Check #4103	06/07/2015	06/26/2015	06/26/2015	06/26/2015	74.70
0908925091	F/Y 15/16	Paid by Check #4101	06/07/2015	06/26/2015	06/26/2015	06/26/2015	74.70
0908948271	F/Y 15/16	Paid by Check #4102	06/07/2015	06/26/2015	06/26/2015	06/26/2015	74.70
0909148341	F/Y 15/16	Paid by Check #4104	06/08/2015	06/26/2015	06/26/2015	06/26/2015	119.20
0909154111	F/Y 15/16	Paid by Check #4100	06/08/2015	06/26/2015	06/26/2015	06/26/2015	119.20
		Vendor 351 - Anthem Blue Cross Totals			Invoices	5	<u>\$462.50</u>
Vendor 530 - Aqua Natural Solutions 2319	Microbe Industrial Blend/Sludge Away	Paid by Check #4105	06/08/2015	06/26/2015	06/26/2015	06/26/2015	2,269.48
		Vendor 530 - Aqua Natural Solutions Totals			Invoices	1	<u>\$2,269.48</u>
Vendor 17 - AT&T 55959128836/11	DVC Phone 591-2883	Paid by Check #4106	06/11/2015	06/26/2015	06/26/2015	06/26/2015	17.00
55959159116/11	Communications	Paid by Check #4106	06/11/2015	06/26/2015	06/18/2015	06/26/2015	384.14
55959159306/11	5930 6/10/15	Paid by Check #4106	06/11/2015	06/26/2015	06/26/2015	06/26/2015	154.74
55959188016/11	8801 6/10/15	Paid by Check #4106	06/11/2015	06/26/2015	06/26/2015	06/26/2015	17.95
55959191116/11	9111 6/10/15	Paid by Check #4106	06/11/2015	06/26/2015	06/26/2015	06/26/2015	15.50
55959604796/11	0479 6/10/15	Paid by Check #4106	06/11/2015	06/26/2015	06/26/2015	06/26/2015	17.32
55959621696/11	DVC Phone 596-2169	Paid by Check #4106	06/11/2015	06/26/2015	06/26/2015	06/26/2015	67.04
		Vendor 17 - AT&T Totals			Invoices	7	<u>\$673.69</u>
Vendor 376 - BCS Consulting 20175	Cameras for Transit Buses	Paid by Check #4107	06/07/2015	06/26/2015	06/26/2015	06/26/2015	17,735.04
		Vendor 376 - BCS Consulting Totals			Invoices	1	<u>\$17,735.04</u>
Vendor 925 - Brooks Ransom Associates 7552	Outsource plan check for 1150 E. El Monte Way	Paid by Check #4108	02/23/2015	06/26/2015	06/26/2015	06/26/2015	378.48
		Vendor 925 - Brooks Ransom Associates Totals			Invoices	1	<u>\$378.48</u>



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Vendor 116 - BSK Analytical Laboratories A510794	Cust No. Dinub5921	Paid by Check #4109	05/27/2015	06/26/2015	06/26/2015		06/26/2015	108.00
		Vendor 116 - BSK Analytical Laboratories Totals			Invoices		1	<u>\$108.00</u>
Vendor 103 - BSN Sports 96981423	Tuffy Windscreen	Paid by Check #4110	06/04/2015	06/26/2015	06/26/2015	06/18/2015	06/26/2015	1,077.11
		Vendor 103 - BSN Sports Totals			Invoices		1	<u>\$1,077.11</u>
Vendor 74 - Buddy's Trophies & Advertising Spec. 19196	Youth Sports-Baseball/Softball Trophies	Paid by Check #4111	06/15/2015	06/26/2015	06/26/2015	06/17/2015	06/26/2015	2,653.64
		Vendor 74 - Buddy's Trophies & Advertising Spec. Totals			Invoices		1	<u>\$2,653.64</u>
Vendor 204 - Burton's Fire Inc. S28502	Cust No. 100-0184	Paid by Check #4112	06/17/2015	06/26/2015	06/26/2015		06/26/2015	327.06
		Vendor 204 - Burton's Fire Inc. Totals			Invoices		1	<u>\$327.06</u>
Vendor 302 - Bus West Fresno BN67723	Cust No. 14744:A	Paid by Check #4113	06/17/2015	06/26/2015	06/26/2015		06/26/2015	103.18
		Vendor 302 - Bus West Fresno Totals			Invoices		1	<u>\$103.18</u>
Vendor 1 - C&S Laundry Cleaners D248880	Cleaning for s santa suits & one bunny suit	Paid by Check #4114	01/12/2015	06/26/2015	06/26/2015	05/17/2015	06/26/2015	152.75
		Vendor 1 - C&S Laundry Cleaners Totals			Invoices		1	<u>\$152.75</u>
Vendor 80 - California Business Machines 132193	Professional Services	Paid by Check #4115	05/20/2015	06/26/2015	06/26/2015		06/26/2015	663.96
		Vendor 80 - California Business Machines Totals			Invoices		1	<u>\$663.96</u>
Vendor 118 - California Parks & Recreation Society 105048	Memehrship Dues	Paid by Check #4116	06/16/2015	06/26/2015	06/26/2015	06/19/2015	06/26/2015	170.00
		Vendor 118 - California Parks & Recreation Society Totals			Invoices		1	<u>\$170.00</u>
Vendor 82 - Carrot-top Industries Inc 26623600	Acct No. 593430	Paid by Check #4117	05/28/2015	06/26/2015	06/26/2015		06/26/2015	1,558.20
		Vendor 82 - Carrot-top Industries Inc Totals			Invoices		1	<u>\$1,558.20</u>
Vendor 907 - Central Valley Truck Center F003386217:01	Cust No. 27936	No Need	06/08/2015	06/26/2015	06/26/2015			546.21
F003386740:01	Cust No. 27936	No Need	06/12/2015	06/26/2015	06/26/2015			(546.21)
		Vendor 907 - Central Valley Truck Center Totals			Invoices		2	<u>\$0.00</u>



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Vendor 352 - Chem Quip Inc.								
5374727	Cust ID 4772	Paid by Check #4118	06/11/2015	06/26/2015	06/26/2015		06/26/2015	350.95
		Vendor 352 - Chem Quip Inc. Totals			Invoices		1	<u>\$350.95</u>
Vendor 8 - City of Dinuba								
DVC Petty Cash	Y/E Petty Cash Replenish (DVC)	Paid by Check #4124	06/17/2015	06/26/2015	06/26/2015		06/26/2015	21.00
Petty cash 6/17	Miscellaneous	Paid by Check #4123	06/17/2015	06/26/2015	06/26/2015		06/26/2015	200.72
Petty Cash 6/15	June 2015 Reimbursement	Paid by Check #4121	06/19/2015	06/26/2015	06/26/2015		06/26/2015	244.81
06222015	Supplies	Paid by Check #4122	06/22/2015	06/26/2015	06/26/2015		06/26/2015	289.04
Petty cash 6-22	Miscellaneous	Paid by Check #4122	06/22/2015	06/26/2015	06/26/2015		06/26/2015	289.04
Petty cash 6/22	Miscellaneous	Paid by Check #4119	06/22/2015	06/26/2015	06/26/2015		06/26/2015	74.67
Pettycash 6/22	Miscellaneous	Paid by Check #4119	06/22/2015	06/26/2015	06/26/2015		06/26/2015	130.44
Petty cash 6/25	Miscellaneous	Paid by Check #4120	06/25/2015	06/26/2015	06/26/2015		06/26/2015	730.00
		Vendor 8 - City of Dinuba Totals			Invoices		8	<u>\$1,979.72</u>
Vendor 386 - Clean Tech Environmental, Inc.								
129670	EPA# CAL000293334	Paid by Check #4125	06/04/2015	06/26/2015	06/26/2015		06/26/2015	55.00
		Vendor 386 - Clean Tech Environmental, Inc. Totals			Invoices		1	<u>\$55.00</u>
Vendor 931 - CLEARS, Inc.								
2015 Application	Dues & Subscriptions	Paid by Check #4126	05/19/2015	06/26/2015	06/26/2015		06/26/2015	50.00
		Vendor 931 - CLEARS, Inc. Totals			Invoices		1	<u>\$50.00</u>
Vendor 566 - Danelle Contreras								
Reimb. candy	Reimb for supplies-candy purchased for sports	Paid by Check #4127	06/15/2015	06/26/2015	06/26/2015	06/18/2015	06/26/2015	68.45
Reimb. candies	Reimb of supplies-candy purchased for sports	Paid by Check #4127	06/20/2015	06/26/2015	06/26/2015	06/22/2015	06/26/2015	27.38
		Vendor 566 - Danelle Contreras Totals			Invoices		2	<u>\$95.83</u>
Vendor 334 - Cummins Pacific LLC								
022-50132	Cust No. 8104793	Paid by Check #4128	05/28/2015	06/26/2015	06/26/2015		06/26/2015	257.95
		Vendor 334 - Cummins Pacific LLC Totals			Invoices		1	<u>\$257.95</u>
Vendor 199 - Dale's Diesel, Inc.								
37598	Unloader Kit	Paid by Check #4129	06/03/2015	06/26/2015	06/26/2015		06/26/2015	116.88
		Vendor 199 - Dale's Diesel, Inc. Totals			Invoices		1	<u>\$116.88</u>
Vendor 77 - Department of Justice								
105184	Professional Services	Paid by Check #4130	06/05/2015	06/26/2015	06/26/2015		06/26/2015	175.00
		Vendor 77 - Department of Justice Totals			Invoices		1	<u>\$175.00</u>
Vendor 4 - Dinuba Lumber Company								
10578395	Building Maintenance & Supplies	Paid by Check #4131	05/01/2015	06/26/2015	06/26/2015		06/26/2015	8.80



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Vendor **4 - Dinuba Lumber Company**

10578411	Building Maintenance & Supplies	Paid by Check #4131	05/01/2015	06/26/2015	06/26/2015	06/26/2015	1.26
10578413	Building Maintenance & Supplies	Paid by Check #4131	05/01/2015	06/26/2015	06/26/2015	06/26/2015	32.29
10578415	Building Maintenance & Supplies	Paid by Check #4131	05/01/2015	06/26/2015	06/26/2015	06/26/2015	(32.29)
10578417	Building Maintenance & Supplies	Paid by Check #4131	05/01/2015	06/26/2015	06/26/2015	06/26/2015	17.61
10578424	Building Maintenance & Supplies	Paid by Check #4131	05/01/2015	06/26/2015	06/26/2015	06/26/2015	12.22
10578461	Building Maintenance & Supplies	Paid by Check #4131	05/01/2015	06/26/2015	06/26/2015	06/26/2015	18.59
10578485	Building Maintenance & Supplies	Paid by Check #4131	05/01/2015	06/26/2015	06/26/2015	06/26/2015	12.69
10578547	Building Maintenance & Supplies	Paid by Check #4131	05/02/2015	06/26/2015	06/26/2015	06/26/2015	4.48
10578640	Building Maintenance & Supplies	Paid by Check #4131	05/04/2015	06/26/2015	06/26/2015	06/26/2015	12.30
10578645	Building Maintenance & Supplies	Paid by Check #4131	05/04/2015	06/26/2015	06/26/2015	06/26/2015	245.63
10578647	Building Maintenance & Supplies	Paid by Check #4131	05/04/2015	06/26/2015	06/26/2015	06/26/2015	2.72
10578650	Building Maintenance & Supplies	Paid by Check #4131	05/04/2015	06/26/2015	06/26/2015	06/26/2015	5.05
10578653	Building Maintenance & Supplies	Paid by Check #4131	05/04/2015	06/26/2015	06/26/2015	06/26/2015	8.79
10578655	Building Maintenance & Supplies	Paid by Check #4131	05/04/2015	06/26/2015	06/26/2015	06/26/2015	(5.05)
10578656	Building Maintenance & Supplies	Paid by Check #4131	05/04/2015	06/26/2015	06/26/2015	06/26/2015	5.31
10578672	Building Maintenance & Supplies	Paid by Check #4131	05/04/2015	06/26/2015	06/26/2015	06/26/2015	13.01
10578680	Building Maintenance & Supplies	Paid by Check #4131	05/04/2015	06/26/2015	06/26/2015	06/26/2015	65.25
10578759	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	29.34
10578764	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	12.30
10578769	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	16.62
10578772	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	6.13
10578779	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	27.12
10578781	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	(16.62)
10578782	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	14.66
10578790	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	21.99
10578811	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	1.95
10578822	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	214.84
10578849	Building Maintenance & Supplies	Paid by Check #4131	05/05/2015	06/26/2015	06/26/2015	06/26/2015	65.13
10578923	Building Maintenance & Supplies	Paid by Check #4131	05/06/2015	06/26/2015	06/26/2015	06/26/2015	22.00
10578925	Building Maintenance & Supplies	Paid by Check #4131	05/06/2015	06/26/2015	06/26/2015	06/26/2015	6.83
10578926	Building Maintenance & Supplies	Paid by Check #4131	05/06/2015	06/26/2015	06/26/2015	06/26/2015	38.26
10578927	Building Maintenance & Supplies	Paid by Check #4131	05/06/2015	06/26/2015	06/26/2015	06/26/2015	10.92
10578937	Building Maintenance & Supplies	Paid by Check #4131	05/06/2015	06/26/2015	06/26/2015	06/26/2015	3.41
10578993	Building Maintenance & Supplies	Paid by Check #4131	05/06/2015	06/26/2015	06/26/2015	06/26/2015	(19.56)
10578994	Building Maintenance & Supplies	Paid by Check #4131	05/06/2015	06/26/2015	06/26/2015	06/26/2015	22.50
10578996	Building Maintenance & Supplies	Paid by Check #4131	05/06/2015	06/26/2015	06/26/2015	06/26/2015	1.26
10578997	Building Maintenance & Supplies	Paid by Check #4131	05/06/2015	06/26/2015	06/26/2015	06/26/2015	(1.26)
10579065	Building Maintenance & Supplies	Paid by Check #4131	05/07/2015	06/26/2015	06/26/2015	06/26/2015	8.80
10579068	Building Maintenance & Supplies	Paid by Check #4131	05/07/2015	06/26/2015	06/26/2015	06/26/2015	21.52
10579081	Building Maintenance & Supplies	Paid by Check #4131	05/07/2015	06/26/2015	06/26/2015	06/26/2015	3.89
10579085	Building Maintenance & Supplies	Paid by Check #4131	05/07/2015	06/26/2015	06/26/2015	06/26/2015	9.78
10579111	Building Maintenance & Supplies	Paid by Check #4131	05/07/2015	06/26/2015	06/26/2015	06/26/2015	7.33



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10579115	Building Maintenance & Supplies	Paid by Check #4131	05/07/2015	06/26/2015	06/26/2015	06/26/2015	1,522.49
10579123	Building Maintenance & Supplies	Paid by Check #4131	05/07/2015	06/26/2015	06/26/2015	06/26/2015	7.33
10579168	Building Maintenance & Supplies	Paid by Check #4131	05/08/2015	06/26/2015	06/26/2015	06/26/2015	13.40
10579175	Building Maintenance & Supplies	Paid by Check #4131	05/08/2015	06/26/2015	06/26/2015	06/26/2015	65.25
10579206	Building Maintenance & Supplies	Paid by Check #4131	05/08/2015	06/26/2015	06/26/2015	06/26/2015	15.61
10579220	Building Maintenance & Supplies	Paid by Check #4131	05/08/2015	06/26/2015	06/26/2015	06/26/2015	232.21
10579228	Building Maintenance & Supplies	Paid by Check #4131	05/08/2015	06/26/2015	06/26/2015	06/26/2015	1.95
10579409	Building Maintenance & Supplies	Paid by Check #4131	05/11/2015	06/26/2015	06/26/2015	06/26/2015	31.30
10579422	Building Maintenance & Supplies	Paid by Check #4131	05/11/2015	06/26/2015	06/26/2015	06/26/2015	3.90
10579428	Building Maintenance & Supplies	Paid by Check #4131	05/11/2015	06/26/2015	06/26/2015	06/26/2015	44.84
10579498	Building Maintenance & Supplies	Paid by Check #4131	05/11/2015	06/26/2015	06/26/2015	06/26/2015	20.04
10579501	Building Maintenance & Supplies	Paid by Check #4131	05/11/2015	06/26/2015	06/26/2015	06/26/2015	41.84
10579518	Building Maintenance & Supplies	Paid by Check #4131	05/11/2015	06/26/2015	06/26/2015	06/26/2015	16.16
1079517	Building Maintenance & Supplies	Paid by Check #4131	05/11/2015	06/26/2015	06/26/2015	06/26/2015	13.68
10579557	Building Maintenance & Supplies	Paid by Check #4131	05/12/2015	06/26/2015	06/26/2015	06/26/2015	150.67
10579562	Building Maintenance & Supplies	Paid by Check #4131	05/12/2015	06/26/2015	06/26/2015	06/26/2015	37.18
10579565	Building Maintenance & Supplies	Paid by Check #4131	05/12/2015	06/26/2015	06/26/2015	06/26/2015	5.86
10579604	Building Maintenance & Supplies	Paid by Check #4131	05/12/2015	06/26/2015	06/26/2015	06/26/2015	10.31
10579605	Building Maintenance & Supplies	Paid by Check #4131	05/12/2015	06/26/2015	06/26/2015	06/26/2015	17.70
10579612	Building Maintenance & Supplies	Paid by Check #4131	05/12/2015	06/26/2015	06/26/2015	06/26/2015	16.63
10579618	Building Maintenance & Supplies	Paid by Check #4131	05/12/2015	06/26/2015	06/26/2015	06/26/2015	(110.05)
10579619	Building Maintenance & Supplies	Paid by Check #4131	05/12/2015	06/26/2015	06/26/2015	06/26/2015	1.26
10579654	Building Maintenance & Supplies	Paid by Check #4131	05/12/2015	06/26/2015	06/26/2015	06/26/2015	16.62
10579703	Building Maintenance & Supplies	Paid by Check #4131	05/13/2015	06/26/2015	06/26/2015	06/26/2015	20.66
10579717	Building Maintenance & Supplies	Paid by Check #4131	05/13/2015	06/26/2015	06/26/2015	06/26/2015	43.51
10579720	Building Maintenance & Supplies	Paid by Check #4131	05/13/2015	06/26/2015	06/26/2015	06/26/2015	65.25
10579756	Building Maintenance & Supplies	Paid by Check #4131	05/13/2015	06/26/2015	06/26/2015	06/26/2015	(5.17)
10579758	Building Maintenance & Supplies	Paid by Check #4131	05/13/2015	06/26/2015	06/26/2015	06/26/2015	264.25
10579767	Building Maintenance & Supplies	Paid by Check #4131	05/13/2015	06/26/2015	06/26/2015	06/26/2015	2.88
10579773	Building Maintenance & Supplies	Paid by Check #4131	05/13/2015	06/26/2015	06/26/2015	06/26/2015	27.58
10579779	Building Maintenance & Supplies	Paid by Check #4131	05/13/2015	06/26/2015	06/26/2015	06/26/2015	23.59
105797870	Building Maintenance & Supplies	Paid by Check #4131	05/14/2015	06/26/2015	06/26/2015	06/26/2015	2.14
10579862	Building Maintenance & Supplies	Paid by Check #4131	05/14/2015	06/26/2015	06/26/2015	06/26/2015	33.04
10579876	Building Maintenance & Supplies	Paid by Check #4131	05/14/2015	06/26/2015	06/26/2015	06/26/2015	2.93
10579877	Building Maintenance & Supplies	Paid by Check #4131	05/14/2015	06/26/2015	06/26/2015	06/26/2015	48.97
10579978	Building Maintenance & Supplies	Paid by Check #4131	05/15/2015	06/26/2015	06/26/2015	06/26/2015	12.31
10579991	Building Maintenance & Supplies	Paid by Check #4131	05/15/2015	06/26/2015	06/26/2015	06/26/2015	14.55
10580005	Building Maintenance & Supplies	Paid by Check #4131	05/15/2015	06/26/2015	06/26/2015	06/26/2015	25.90
10580013	Building Maintenance & Supplies	Paid by Check #4131	05/15/2015	06/26/2015	06/26/2015	06/26/2015	51.30
10580014	Building Maintenance & Supplies	Paid by Check #4131	05/15/2015	06/26/2015	06/26/2015	06/26/2015	39.14
10580026	Building Maintenance & Supplies	Paid by Check #4131	05/15/2015	06/26/2015	06/26/2015	06/26/2015	6.46
10580028	Building Maintenance & Supplies	Paid by Check #4131	05/15/2015	06/26/2015	06/26/2015	06/26/2015	.49



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10580029	Building Maintenance & Supplies	Paid by Check #4131	05/15/2015	06/26/2015	06/26/2015	06/26/2015	5.38
10580140	Building Maintenance & Supplies	Paid by Check #4131	05/16/2015	06/26/2015	06/26/2015	06/26/2015	17.40
10580152	Building Maintenance & Supplies	Paid by Check #4131	05/16/2015	06/26/2015	06/26/2015	06/26/2015	88.08
10580221	Building Maintenance & Supplies	Paid by Check #4131	05/18/2015	06/26/2015	06/26/2015	06/26/2015	16.37
10580233	Building Maintenance & Supplies	Paid by Check #4131	05/18/2015	06/26/2015	06/26/2015	06/26/2015	(4.39)
10580234	Building Maintenance & Supplies	Paid by Check #4131	05/18/2015	06/26/2015	06/26/2015	06/26/2015	2.73
10580258	Building Maintenance & Supplies	Paid by Check #4131	05/18/2015	06/26/2015	06/26/2015	06/26/2015	2.45
10580274	Building Maintenance & Supplies	Paid by Check #4131	05/18/2015	06/26/2015	06/26/2015	06/26/2015	2.73
10580286	Building Maintenance & Supplies	Paid by Check #4131	05/18/2015	06/26/2015	06/26/2015	06/26/2015	65.41
10580316	Building Maintenance & Supplies	Paid by Check #4131	05/19/2015	06/26/2015	06/26/2015	06/26/2015	3.11
10580321	Building Maintenance & Supplies	Paid by Check #4131	05/19/2015	06/26/2015	06/26/2015	06/26/2015	3.26
10580362	Building Maintenance & Supplies	Paid by Check #4131	05/19/2015	06/26/2015	06/26/2015	06/26/2015	35.01
10580378	Building Maintenance & Supplies	Paid by Check #4131	05/19/2015	06/26/2015	06/26/2015	06/26/2015	7.49
10580414	Building Maintenance & Supplies	Paid by Check #4131	05/19/2015	06/26/2015	06/26/2015	06/26/2015	21.09
10580440	Building Maintenance & Supplies	Paid by Check #4131	05/19/2015	06/26/2015	06/26/2015	06/26/2015	38.16
10580442	Building Maintenance & Supplies	Paid by Check #4131	05/19/2015	06/26/2015	06/26/2015	06/26/2015	(38.16)
10580443	Building Maintenance & Supplies	Paid by Check #4131	05/19/2015	06/26/2015	06/26/2015	06/26/2015	97.86
10580459	Building Maintenance & Supplies	Paid by Check #4131	05/19/2015	06/26/2015	06/26/2015	06/26/2015	15.65
10580466	Building Maintenance & Supplies	Paid by Check #4131	05/20/2015	06/26/2015	06/26/2015	06/26/2015	18.59
10580480	Building Maintenance & Supplies	Paid by Check #4131	05/20/2015	06/26/2015	06/26/2015	06/26/2015	4.88
10580484	Building Maintenance & Supplies	Paid by Check #4131	05/20/2015	06/26/2015	06/26/2015	06/26/2015	62.16
10580485	Building Maintenance & Supplies	Paid by Check #4131	05/20/2015	06/26/2015	06/26/2015	06/26/2015	24.81
10580503	Building Maintenance & Supplies	Paid by Check #4131	05/20/2015	06/26/2015	06/26/2015	06/26/2015	6.35
10580537	Building Maintenance & Supplies	Paid by Check #4131	05/20/2015	06/26/2015	06/26/2015	06/26/2015	13.69
10580609	Building Maintenance & Supplies	Paid by Check #4131	05/21/2015	06/26/2015	06/26/2015	06/26/2015	15.53
10580622	Building Maintenance & Supplies	Paid by Check #4131	05/21/2015	06/26/2015	06/26/2015	06/26/2015	2.15
10580623	Building Maintenance & Supplies	Paid by Check #4131	05/21/2015	06/26/2015	06/26/2015	06/26/2015	23.63
10580631	Building Maintenance & Supplies	Paid by Check #4131	05/21/2015	06/26/2015	06/26/2015	06/26/2015	14.88
10580647	Building Maintenance & Supplies	Paid by Check #4131	05/21/2015	06/26/2015	06/26/2015	06/26/2015	15.61
10580717	Building Maintenance & Supplies	Paid by Check #4131	05/22/2015	06/26/2015	06/26/2015	06/26/2015	22.05
10580727	Building Maintenance & Supplies	Paid by Check #4131	05/22/2015	06/26/2015	06/26/2015	06/26/2015	2.44
10580733	Building Maintenance & Supplies	Paid by Check #4131	05/22/2015	06/26/2015	06/26/2015	06/26/2015	17.11
10580750	Building Maintenance & Supplies	Paid by Check #4131	05/22/2015	06/26/2015	06/26/2015	06/26/2015	33.73
10580753	Building Maintenance & Supplies	Paid by Check #4131	05/22/2015	06/26/2015	06/26/2015	06/26/2015	16.99
10580754	Building Maintenance & Supplies	Paid by Check #4131	05/22/2015	06/26/2015	06/26/2015	06/26/2015	68.01
10580801	Building Maintenance & Supplies	Paid by Check #4131	05/22/2015	06/26/2015	06/26/2015	06/26/2015	15.65
10581062	Building Maintenance & Supplies	Paid by Check #4131	05/26/2015	06/26/2015	06/26/2015	06/26/2015	6.35
10581106	Building Maintenance & Supplies	Paid by Check #4131	05/26/2015	06/26/2015	06/26/2015	06/26/2015	193.58
10581107	Building Maintenance & Supplies	Paid by Check #4131	05/26/2015	06/26/2015	06/26/2015	06/26/2015	(34.80)
10581172	Building Maintenance & Supplies	Paid by Check #4131	05/27/2015	06/26/2015	06/26/2015	06/26/2015	21.97
10581183	Building Maintenance & Supplies	Paid by Check #4131	05/27/2015	06/26/2015	06/26/2015	06/26/2015	13.18
10581200	Building Maintenance & Supplies	Paid by Check #4131	05/27/2015	06/26/2015	06/26/2015	06/26/2015	21.21



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Vendor 527 - Everbank Commercial Finance, Inc.

3218636	5050N Copier	Paid by Check #4137	06/13/2015	06/26/2015	06/26/2015	06/26/2015	242.03
Vendor 527 - Everbank Commercial Finance, Inc. Totals							Invoices 1 \$242.03

Vendor 36 - Ewing Irrigation Products

9835905	Supplies	Paid by Check #4138	06/11/2015	06/26/2015	06/26/2015	06/19/2015	06/26/2015	185.76
9861968	Supplies	Paid by Check #4138	06/16/2015	06/26/2015	06/26/2015	06/19/2015	06/26/2015	140.82
9861969	Supplies	Paid by Check #4138	06/16/2015	06/26/2015	06/26/2015	06/19/2015	06/26/2015	435.38
Vendor 36 - Ewing Irrigation Products Totals							Invoices 3 \$761.96	

Vendor 235 - FERGUSON ENTERPRISES, INC.

1087540	Cust No. 435859	Paid by Check #4139	05/21/2015	06/26/2015	06/26/2015	06/26/2015	877.85
1088686	Cust No. 415702	Paid by Check #4139	06/01/2015	06/26/2015	06/26/2015	06/26/2015	2,370.48
1091010	Cust No. 415702	Paid by Check #4139	06/05/2015	06/26/2015	06/26/2015	06/26/2015	3,489.59
Vendor 235 - FERGUSON ENTERPRISES, INC. Totals							Invoices 3 \$6,737.92

Vendor 98 - FGL Environmental

541954A	Acct No. 4014465	Paid by Check #4140	06/08/2015	06/26/2015	06/26/2015	06/26/2015	348.00
541955A	Acct No. 4014465	Paid by Check #4140	06/08/2015	06/26/2015	06/26/2015	06/26/2015	174.00
Vendor 98 - FGL Environmental Totals							Invoices 2 \$522.00

Vendor 25 - The Fresno Bee

9287968	6/24/16 Acct No. 9287968 - 52 week subscription	Paid by Check #4141	06/27/2015	06/26/2015	06/26/2015	06/26/2015	270.30
Vendor 25 - The Fresno Bee Totals							Invoices 1 \$270.30

Vendor 18 - The Gas Company

183098544976/9	Utilities	Paid by Check #4142	06/09/2015	06/26/2015	06/26/2015	06/26/2015	29.48
Vendor 18 - The Gas Company Totals							Invoices 1 \$29.48

Vendor 252 - Geil Enterprises, Inc.

285222	July - Sept 2015 / Alarm Monitoring	Paid by Check #4143	07/01/2015	06/26/2015	06/26/2015	06/26/2015	291.00
285551	Cust# 9909	Paid by Check #4143	07/01/2015	06/26/2015	06/26/2015	06/26/2015	341.00
Vendor 252 - Geil Enterprises, Inc. Totals							Invoices 2 \$632.00

Vendor 932 - Guest Services

Thompson 2015	Chad Thompson F/Y 15/16	Paid by Check #4144	06/22/2015	06/26/2015	06/26/2015	06/26/2015	300.48
Vendor 932 - Guest Services Totals							Invoices 1 \$300.48

Vendor 150 - H & H Tire Service Inc.

155486	M-32	Paid by Check #4145	06/08/2015	06/26/2015	06/26/2015	06/26/2015	105.00
155503	PD-19	Paid by Check #4145	06/10/2015	06/26/2015	06/26/2015	06/26/2015	69.95
Vendor 150 - H & H Tire Service Inc. Totals							Invoices 2 \$174.95



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Vendor 139 - Henry Schein Inc.									
20403254	Supplies	Paid by Check #4146	06/08/2015	06/26/2015	06/26/2015		06/26/2015		178.03
		Vendor 139 - Henry Schein Inc. Totals			Invoices		1		<u>\$178.03</u>
Vendor 174 - Howard's Pest Control									
32627	Final pest control service for rec center	Paid by Check #4147	06/03/2015	06/26/2015	06/26/2015	06/15/2015	06/26/2015		45.00
0240885	Pest Control-Sportsplex	Paid by Check #4147	06/08/2015	06/26/2015	06/26/2015	06/22/2015	06/26/2015		86.00
0241059	Pest Control-Delgado & KC Parks	Paid by Check #4147	06/08/2015	06/26/2015	06/26/2015	06/25/2015	06/26/2015		35.00
0241061	Pest Control-Vuich	Paid by Check #4147	06/08/2015	06/26/2015	06/26/2015	06/22/2015	06/26/2015		39.00
0241360	Cust No. OP1088	Paid by Check #4147	06/08/2015	06/26/2015	06/26/2015		06/26/2015		47.00
0241062	June 2015 Pest Control Service	Paid by Check #4147	06/18/2015	06/26/2015	06/26/2015		06/26/2015		49.00
0241228	Cust No. KA1088	Paid by Check #4147	06/18/2015	06/26/2015	06/26/2015		06/26/2015		104.00
241056	June 2015	Paid by Check #4147	06/18/2015	06/26/2015	06/26/2015		06/26/2015		62.00
		Vendor 174 - Howard's Pest Control Totals			Invoices		8		<u>\$467.00</u>
Vendor 928 - Intoximeters									
500393	Supplies	Paid by Check #4148	06/03/2015	06/26/2015	06/26/2015		06/26/2015		150.00
		Vendor 928 - Intoximeters Totals			Invoices		1		<u>\$150.00</u>
Vendor 913 - IPM Systems LLC									
3037	Cust No. CITY OF DINU	Paid by Check #4149	04/09/2015	06/26/2015	06/26/2015		06/26/2015		3,461.97
		Vendor 913 - IPM Systems LLC Totals			Invoices		1		<u>\$3,461.97</u>
Vendor 43 - Jack's Refrigeration Inc.									
15852	Acct ID 5152	Paid by Check #4150	06/12/2015	06/26/2015	06/26/2015		06/26/2015		693.81
15843	Acct ID 509	Paid by Check #4150	06/15/2015	06/26/2015	06/26/2015		06/26/2015		503.12
15853	Maintenance Agreement	Paid by Check #4150	06/15/2015	06/26/2015	06/26/2015	06/22/2015	06/26/2015		168.00
15858	Acct ID 510	Paid by Check #4150	06/15/2015	06/26/2015	06/26/2015		06/26/2015		256.65
		Vendor 43 - Jack's Refrigeration Inc. Totals			Invoices		4		<u>\$1,621.58</u>
Vendor 472 - Jacobson James & Associates									
1504.2126	Dinuba Sentinel Well Monitoring	Paid by Check #4151	05/21/2015	06/26/2015	06/26/2015		06/26/2015		11,257.55
		Vendor 472 - Jacobson James & Associates Totals			Invoices		1		<u>\$11,257.55</u>
Vendor 914 - Leonel Jimenez									
022	SNL Bounce House for kid entertainment-6/12	Paid by Check #4152	06/11/2015	06/26/2015	06/26/2015	06/17/2015	06/26/2015		100.00
023	SNL-Bounce House kid entertainment-6/19	Paid by Check #4152	06/16/2015	06/26/2015	06/26/2015	06/17/2015	06/26/2015		100.00
024	SNL-Bounce House for kids-6/26	Paid by Check #4152	06/16/2015	06/26/2015	06/26/2015	06/17/2015	06/26/2015		100.00
025	FY 15-16-SNL-Bounce House-7/10	Paid by Check #4153	06/16/2015	06/26/2015	06/26/2015	06/17/2015	06/26/2015		100.00
		Vendor 914 - Leonel Jimenez Totals			Invoices		4		<u>\$400.00</u>



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Vendor 304 - Lowe's Home Centers Inc.								
6705036	6/2/15	Building Maintenance & Supplies	Paid by Check #4154	06/02/2015	06/26/2015	06/26/2015	06/26/2015	390.44
			Vendor 304 - Lowe's Home Centers Inc. Totals			Invoices	1	<u>390.44</u>
Vendor 22 - Moore Twining Associates Inc.								
5127938		Drinking Water Monitoring	Paid by Check #4155	05/13/2015	06/26/2015	06/26/2015	06/26/2015	98.00
5128179		WWTP In House	Paid by Check #4155	05/21/2015	06/26/2015	06/26/2015	06/26/2015	35.00
5128212		WWTP Industrial	Paid by Check #4155	05/26/2015	06/26/2015	06/26/2015	06/26/2015	147.00
5128537		Drinking Water Monitoring	Paid by Check #4155	06/03/2015	06/26/2015	06/26/2015	06/26/2015	105.00
5128561		WWTP Industrial	Paid by Check #4155	06/03/2015	06/26/2015	06/26/2015	06/26/2015	147.00
5128562		WWTP In House	Paid by Check #4155	06/03/2015	06/26/2015	06/26/2015	06/26/2015	35.00
5128563		WWTP in House	Paid by Check #4155	06/03/2015	06/26/2015	06/26/2015	06/26/2015	43.00
5128587		WWTP Industrial	Paid by Check #4155	06/03/2015	06/26/2015	06/26/2015	06/26/2015	147.00
5128630		Drinking Water Monitoring	Paid by Check #4155	06/03/2015	06/26/2015	06/26/2015	06/26/2015	98.00
5128658		WWTP Industrial	Paid by Check #4155	06/04/2015	06/26/2015	06/26/2015	06/26/2015	147.00
5128659		WWTP In House	Paid by Check #4155	06/04/2015	06/26/2015	06/26/2015	06/26/2015	45.00
5128660		WWTP In House	Paid by Check #4155	06/04/2015	06/26/2015	06/26/2015	06/26/2015	71.00
5128665		WWTP Industrial	Paid by Check #4155	06/04/2015	06/26/2015	06/26/2015	06/26/2015	147.00
5128862		Drinking Water Monitoring	Paid by Check #4155	06/10/2015	06/26/2015	06/26/2015	06/26/2015	98.00
5128953		WWTP Industrial	Paid by Check #4155	06/15/2015	06/26/2015	06/26/2015	06/26/2015	147.00
5128954		WWTP In House	Paid by Check #4155	06/15/2015	06/26/2015	06/26/2015	06/26/2015	80.00
5128955		WWTP In House	Paid by Check #4155	06/15/2015	06/26/2015	06/26/2015	06/26/2015	154.00
5128966		WWTP Industrial	Paid by Check #4155	06/15/2015	06/26/2015	06/26/2015	06/26/2015	147.00
			Vendor 22 - Moore Twining Associates Inc. Totals			Invoices	18	<u>\$1,891.00</u>
Vendor 88 - Municipal Maintenance Equipment Inc.								
0101470-IN		PO T17	Paid by Check #4156	06/15/2015	06/26/2015	06/26/2015	06/26/2015	678.55
			Vendor 88 - Municipal Maintenance Equipment Inc. Totals			Invoices	1	<u>\$678.55</u>
Vendor 715 - NAEIR								
H592441		Supplies	Paid by Check #4157	06/12/2015	06/26/2015	06/26/2015	06/18/2015	70.00
			Vendor 715 - NAEIR Totals			Invoices	1	<u>\$70.00</u>
Vendor 884 - Napa Auto Parts								
232749		Cust No. 6850	Paid by Check #4158	06/16/2015	06/26/2015	06/26/2015	06/26/2015	78.19
			Vendor 884 - Napa Auto Parts Totals			Invoices	1	<u>\$78.19</u>
Vendor 392 - O'Reilly Auto Parts								
3641-381960		Vehicles	Paid by Check #4159	04/29/2015	06/26/2015	06/26/2015	06/26/2015	16.26
3641-382005		Vehicles	Paid by Check #4159	04/29/2015	06/26/2015	06/26/2015	06/26/2015	137.84
3641-382006		Vehicles	Paid by Check #4159	04/29/2015	06/26/2015	06/26/2015	06/26/2015	47.65
3641-382007		Vehicles	Paid by Check #4159	04/29/2015	06/26/2015	06/26/2015	06/26/2015	61.93
3641-382008		Vehicles	Paid by Check #4159	04/29/2015	06/26/2015	06/26/2015	06/26/2015	(88.74)



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Vendor 392 - O'Reilly Auto Parts

3641-382035	Vehicles	Paid by Check #4159	04/29/2015	06/26/2015	06/26/2015	06/26/2015	46.70
3641-382153	Vehicles	Paid by Check #4159	04/30/2015	06/26/2015	06/26/2015	06/26/2015	2.76
3641-382273	Vehicles	Paid by Check #4159	05/01/2015	06/26/2015	06/26/2015	06/26/2015	264.25
3641-382276	Vehicles	Paid by Check #4159	05/01/2015	06/26/2015	06/26/2015	06/26/2015	528.05
3641-383034	Vehicles	Paid by Check #4159	05/06/2015	06/26/2015	06/26/2015	06/26/2015	325.08
3641-383105	Vehicles	Paid by Check #4159	05/06/2015	06/26/2015	06/26/2015	06/26/2015	20.16
3641-383414	Vehicles	Paid by Check #4159	05/08/2015	06/26/2015	06/26/2015	06/26/2015	40.94
3641-383433	Vehicles	Paid by Check #4159	05/08/2015	06/26/2015	06/26/2015	06/26/2015	(111.43)
3641-384060	Vehicles	Paid by Check #4159	05/12/2015	06/26/2015	06/26/2015	06/26/2015	17.38
3641-384354	Vehicles	Paid by Check #4159	05/14/2015	06/26/2015	06/26/2015	06/26/2015	10.90
3641-384509	Vehicles	Paid by Check #4159	05/15/2015	06/26/2015	06/26/2015	06/26/2015	17.67
3641-384529	Vehicles	Paid by Check #4159	05/15/2015	06/26/2015	06/26/2015	06/26/2015	45.24
3641-385012	Vehicles	Paid by Check #4159	05/18/2015	06/26/2015	06/26/2015	06/26/2015	528.50
3641-385175	Vehicles	Paid by Check #4159	05/19/2015	06/26/2015	06/26/2015	06/26/2015	89.97
3641-385389	Vehicles	Paid by Check #4159	05/20/2015	06/26/2015	06/26/2015	06/26/2015	17.91
3641-385662	Vehicles	Paid by Check #4159	05/22/2015	06/26/2015	06/26/2015	06/26/2015	6.51
3641-385679	Vehicles	Paid by Check #4159	05/22/2015	06/26/2015	06/26/2015	06/26/2015	48.71
3641-385701	Vehicles	Paid by Check #4159	05/22/2015	06/26/2015	06/26/2015	06/26/2015	(61.30)
3641-385716	Vehicles	Paid by Check #4159	05/22/2015	06/26/2015	06/26/2015	06/26/2015	16.79
3641-386318	Vehicles	Paid by Check #4159	05/26/2015	06/26/2015	06/26/2015	06/26/2015	20.62
3641-386439	Vehicles	Paid by Check #4159	05/27/2015	06/26/2015	06/26/2015	06/26/2015	120.03
3641-386448	Vehicles	Paid by Check #4159	05/27/2015	06/26/2015	06/26/2015	06/26/2015	(18.00)
3641-386476	Vehicles	Paid by Check #4159	05/27/2015	06/26/2015	06/26/2015	06/26/2015	31.83
3641-386583	Vehicles	Paid by Check #4159	05/28/2015	06/26/2015	06/26/2015	06/26/2015	(546.50)

Vendor **392 - O'Reilly Auto Parts** Totals Invoices 29 \$1,637.71

Vendor 142 - Office Depot BSD

775236832001	Acct No. 28294831	Paid by Check #4160	06/11/2015	06/26/2015	06/26/2015	06/26/2015	301.02
775753714001	Supplies	Paid by Check #4160	06/15/2015	06/26/2015	06/26/2015	06/26/2015	156.56

Vendor **142 - Office Depot BSD** Totals Invoices 2 \$457.58

Vendor 491 - Oldcastle Precast, Inc.

030204597	Cust No. 030004179	Paid by Check #4161	05/20/2015	06/26/2015	06/26/2015	06/26/2015	581.99
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Vendor **491 - Oldcastle Precast, Inc.** Totals Invoices 1 \$581.99

Vendor 76 - Pacific Gas & Electric

25097173642 6/10	DVC Alley/Fresno St. Elec. 5/11 - 6/9/2015	Paid by Check #4162	06/10/2015	06/26/2015	06/26/2015	06/26/2015	88.24
354744710716/10	3547447107-1 6/15	Paid by Check #4162	06/10/2015	06/26/2015	06/26/2015	06/26/2015	401.28
568305450696/10	Utilities	Paid by Check #4162	06/10/2015	06/26/2015	06/26/2015	06/26/2015	2,403.22
618305447406/10	6183054474 6/15	Paid by Check #4162	06/10/2015	06/26/2015	06/26/2015	06/26/2015	1,123.90



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Vendor 76 - Pacific Gas & Electric 687037607746/10 Utilities	Paid by Check #4162	06/10/2015	06/26/2015	06/26/2015		06/26/2015	439.20
	Vendor 76 - Pacific Gas & Electric Totals				Invoices	5	<u>\$4,455.84</u>
Vendor 7 - Pena's Disposal Services July 2015 Disposal Contract FY 15/16	Paid by Check #4163	07/01/2015	06/26/2015	06/26/2015		06/26/2015	60,000.00
	Vendor 7 - Pena's Disposal Services Totals				Invoices	1	<u>\$60,000.00</u>
Vendor 929 - Platt Electrical Supply G574579 Cust No. 270771	Paid by Check #4164	04/13/2015	06/26/2015	06/26/2015		06/26/2015	49.45
	Vendor 929 - Platt Electrical Supply Totals				Invoices	1	<u>\$49.45</u>
Vendor 368 - Professional Print & Mail, Inc. 80128 6/9/15 Emergency Water Conservation Regulations	Paid by Check #4165	06/09/2015	06/26/2015	06/26/2015		06/26/2015	2,359.26
79666 6/11/15 Water Quality Report 2014	Paid by Check #4165	06/11/2015	06/26/2015	06/26/2015		06/26/2015	3,703.47
	Vendor 368 - Professional Print & Mail, Inc. Totals				Invoices	2	<u>\$6,062.73</u>
Vendor 250 - Public Safety Center 5600858 Supplies	Paid by Check #4166	05/20/2015	06/26/2015	06/26/2015		06/26/2015	171.96
	Vendor 250 - Public Safety Center Totals				Invoices	1	<u>\$171.96</u>
Vendor 473 - Pyro Spectaculars Dep. Fireworks City of Dinuba Firework Show July 3, 2015	Paid by Check #4167	05/15/2015	06/26/2015	06/26/2015	06/01/2015	06/26/2015	10,000.00
50% Fireworks City of Dinuba Independence Day Celeb July 3, 2015	Paid by Check #4167	06/22/2015	06/26/2015	06/26/2015	06/22/2015	06/26/2015	10,000.00
	Vendor 473 - Pyro Spectaculars Totals				Invoices	2	<u>\$20,000.00</u>
Vendor 441 - Rabobank Visa Card 1624 6/1/15 Food & Beverages	Paid by EFT #110	06/01/2015	06/26/2015	06/26/2015		06/26/2015	850.94
1640 6/1/15 Supplies	Paid by EFT #111	06/01/2015	06/26/2015	06/26/2015		06/26/2015	1,394.08
1657 2 6/1/15 Travel & Training	Paid by EFT #123	06/01/2015	06/26/2015	06/26/2015		06/26/2015	71.96
1665 6/1/15 Building Maintenance & Supplies	Paid by EFT #112	06/01/2015	06/26/2015	06/26/2015		06/26/2015	261.07
1699 6/1/15 Travel & Training	Paid by EFT #113	06/01/2015	06/26/2015	06/26/2015		06/26/2015	701.74
1715 6/1/15 Supplies	Paid by EFT #114	06/01/2015	06/26/2015	06/26/2015		06/26/2015	444.44
1723 6/1/15 Supplies	Paid by EFT #115	06/01/2015	06/26/2015	06/26/2015		06/26/2015	790.06
1731 6/1/15 Supplies	Paid by EFT #116	06/01/2015	06/26/2015	06/26/2015		06/26/2015	1,044.25
1749 6/1/15 Supplies	Paid by EFT #117	06/01/2015	06/26/2015	06/26/2015		06/26/2015	418.67
4545 6/1/15 Supplies	Paid by EFT #118	06/01/2015	06/26/2015	06/26/2015		06/26/2015	691.20
4552 6/1/15 Supplies	Paid by EFT #119	06/01/2015	06/26/2015	06/26/2015		06/26/2015	139.67
5088 6/1/15 Supplies	Paid by EFT #120	06/01/2015	06/26/2015	06/26/2015		06/26/2015	158.32



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Vendor 441 - Rabobank Visa Card 8556 6/1/15	Supplies	Paid by EFT #121	06/01/2015	06/26/2015	06/26/2015	06/26/2015	206.37
		Vendor 441 - Rabobank Visa Card Totals			Invoices	13	<u>\$7,172.77</u>
Vendor 532 - React Medical Training 432	Cards	Paid by Check #4168	05/01/2015	06/26/2015	06/26/2015	06/26/2015	235.00
467	Cards	Paid by Check #4168	06/01/2015	06/26/2015	06/26/2015	06/26/2015	135.00
		Vendor 532 - React Medical Training Totals			Invoices	2	<u>\$370.00</u>
Vendor 124 - Reedley Veterinary Hospital 982	Professional Services	Paid by Check #4169	06/06/2015	06/26/2015	06/26/2015	06/26/2015	808.00
		Vendor 124 - Reedley Veterinary Hospital Totals			Invoices	1	<u>\$808.00</u>
Vendor 350 - Ridge Creek DInuba Golf Club RCDGC485	Volunteer Appreciation Dinner	Paid by Check #4170	06/09/2015	06/26/2015	06/26/2015	06/26/2015	1,387.29
		Vendor 350 - Ridge Creek DInuba Golf Club Totals			Invoices	1	<u>\$1,387.29</u>
Vendor 262 - Saenz Productions SNL 4/21/15 Dep.	Sound for City of Dinuba Indep Celeb-7/3	Paid by Check #4171	06/22/2015	06/26/2015	06/26/2015	06/26/2015	2,100.00
		Vendor 262 - Saenz Productions Totals			Invoices	1	<u>\$2,100.00</u>
Vendor 42 - Scout Specialties 87476	Bus 6	Paid by Check #4172	05/20/2015	06/26/2015	06/26/2015	06/26/2015	2.61
87478	SHOP	Paid by Check #4172	05/20/2015	06/26/2015	06/26/2015	06/26/2015	101.80
87635	WWRF	Paid by Check #4172	05/27/2015	06/26/2015	06/26/2015	06/26/2015	48.94
87834	Shop	Paid by Check #4172	06/03/2015	06/26/2015	06/26/2015	06/26/2015	94.56
87870	SHOP	Paid by Check #4172	06/04/2015	06/26/2015	06/26/2015	06/26/2015	117.43
88071	SHOP	Paid by Check #4172	06/11/2015	06/26/2015	06/26/2015	06/26/2015	79.93
88207	Supplies for sportsplex	Paid by Check #4172	06/16/2015	06/26/2015	06/26/2015	06/22/2015	26.10
88210	Supplies for sportsplex	Paid by Check #4172	06/16/2015	06/26/2015	06/26/2015	06/22/2015	3.93
88288	Supplies for sportsplex	Paid by Check #4172	06/18/2015	06/26/2015	06/26/2015	06/22/2015	21.21
		Vendor 42 - Scout Specialties Totals			Invoices	9	<u>\$496.51</u>
Vendor 409 - The Shirt Shak 3223	Youth Sports	Paid by Check #4173	06/03/2015	06/26/2015	06/26/2015	06/11/2015	324.00
3233	Sportsplex Signs	Paid by Check #4173	06/10/2015	06/26/2015	06/26/2015	06/17/2015	367.20
		Vendor 409 - The Shirt Shak Totals			Invoices	2	<u>\$691.20</u>
Vendor 439 - Slakey Brothers, Inc. 12077770-00	Cust No. 97675002	Paid by Check #4174	06/12/2015	06/26/2015	06/26/2015	06/26/2015	527.48
		Vendor 439 - Slakey Brothers, Inc. Totals			Invoices	1	<u>\$527.48</u>



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Vendor 893 - Smog Guy Automotive Repair 14268 Cust ID 6037	Paid by Check #4175	05/21/2015	06/26/2015	06/26/2015	06/26/2015	280.00
	Vendor 893 - Smog Guy Automotive Repair Totals			Invoices	1	<u>\$280.00</u>
Vendor 758 - Solenis LLC 130964245 Solenis LLC - Polymer	Paid by Check #4176	05/08/2015	06/26/2015	06/26/2015	06/26/2015	3,746.25
	Vendor 758 - Solenis LLC Totals			Invoices	1	<u>\$3,746.25</u>
Vendor 431 - Sparkletts 508052060415 Supplies	Paid by Check #4177	06/04/2015	06/26/2015	06/26/2015	06/26/2015	164.25
	Vendor 431 - Sparkletts Totals			Invoices	1	<u>\$164.25</u>
Vendor 214 - Stericycle, Inc. 3003060925 Supplies	Paid by Check #4178	07/01/2015	06/26/2015	06/26/2015	06/26/2015	101.95
	Vendor 214 - Stericycle, Inc. Totals			Invoices	1	<u>\$101.95</u>
Vendor 278 - Supplyworks						
5138477-00 Transit Center	Paid by Check #4179	05/14/2015	06/26/2015	06/26/2015	06/26/2015	500.43
5138478-00 Public Works	Paid by Check #4179	05/14/2015	06/26/2015	06/26/2015	06/26/2015	159.24
5138477-01 Transit Center	Paid by Check #4179	05/19/2015	06/26/2015	06/26/2015	06/26/2015	124.99
5138478-01 Public Works	Paid by Check #4179	05/19/2015	06/26/2015	06/26/2015	06/26/2015	84.85
5138631-00 Transit Center	Paid by Check #4179	05/20/2015	06/26/2015	06/26/2015	06/26/2015	(113.24)
5138477-02 Transit Center	Paid by Check #4179	05/21/2015	06/26/2015	06/26/2015	06/26/2015	153.08
5139039-00 Transit Center	Paid by Check #4179	05/22/2015	06/26/2015	06/26/2015	06/26/2015	(238.23)
5140350-00 Public Works	Paid by Check #4179	06/09/2015	06/26/2015	06/26/2015	06/26/2015	206.02
	Vendor 278 - Supplyworks Totals			Invoices	8	<u>\$877.14</u>
Vendor 147 - Swanson-Farney Ford Sales						
110467 Acct No. 1462S	Paid by Check #4180	06/03/2015	06/26/2015	06/26/2015	06/26/2015	55.74
CM110467 Acct No. 1462S	Paid by Check #4180	06/12/2015	06/26/2015	06/26/2015	06/26/2015	(55.74)
283876 Cust No. 1462S	Paid by Check #4180	06/17/2015	06/26/2015	06/26/2015	06/26/2015	328.79
	Vendor 147 - Swanson-Farney Ford Sales Totals			Invoices	3	<u>\$328.79</u>
Vendor 301 - T&T Pavement Markings and Products 2015412 Blue max hose	Paid by Check #4181	05/21/2015	06/26/2015	06/26/2015	06/26/2015	90.81
	Vendor 301 - T&T Pavement Markings and Products Totals			Invoices	1	<u>\$90.81</u>
Vendor 92 - Target Specialtiy Products						
PI0267654 PO Ray	Paid by Check #4182	05/04/2015	06/26/2015	06/26/2015	06/26/2015	454.44
PI0283985 Cust ID 355900	Paid by Check #4182	06/08/2015	06/26/2015	06/26/2015	06/26/2015	440.49
PI0285620 Cust ID 355900	Paid by Check #4182	06/11/2015	06/26/2015	06/26/2015	06/26/2015	419.21
	Vendor 92 - Target Specialtiy Products Totals			Invoices	3	<u>\$1,314.14</u>



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Vendor 782 - Terminal Air Brake Supply Inc. 59077	Cust No. 2550	Paid by Check #4183	12/04/2014	06/26/2015	06/26/2015	06/26/2015	30.31
		Vendor 782 - Terminal Air Brake Supply Inc. Totals			Invoices	1	<u>\$30.31</u>
Vendor 261 - Thyssenkrupp Elevator Corp. 6000132696	Elevator Fire Testing (DVC)	Paid by Check #4184	05/11/2015	06/26/2015	06/26/2015	06/26/2015	2,255.00
		Vendor 261 - Thyssenkrupp Elevator Corp. Totals			Invoices	1	<u>\$2,255.00</u>
Vendor 426 - Tioga Solar SLB-349	Solar Production for May	Paid by Check #4185	05/31/2015	06/26/2015	06/26/2015	06/26/2015	25,221.68
		Vendor 426 - Tioga Solar Totals			Invoices	1	<u>\$25,221.68</u>
Vendor 924 - Tolar Manufacturing Company, Inc. 11087	8' bench, pref, no bars - Bus Shelters	Paid by Check #4186	05/27/2015	06/26/2015	06/26/2015	06/26/2015	13,886.88
		Vendor 924 - Tolar Manufacturing Company, Inc. Totals			Invoices	1	<u>\$13,886.88</u>
Vendor 310 - Total Filtration Services, Inc. PSV1352723	Cust ID 19595	Paid by Check #4187	06/02/2015	06/26/2015	06/26/2015	06/26/2015	582.94
		Vendor 310 - Total Filtration Services, Inc. Totals			Invoices	1	<u>\$582.94</u>
Vendor 49 - Tulare County 150502	Supplies	Paid by Check #4188	06/09/2015	06/26/2015	06/26/2015	06/26/2015	157.09
		Vendor 49 - Tulare County Totals			Invoices	1	<u>\$157.09</u>
Vendor 440 - Tyco Intergrated Securitiy 24277471	Cust No. 01300 186610365	Paid by Check #4189	05/09/2015	06/26/2015	06/26/2015	06/26/2015	41.32
24277473	DVC Fire Monitoring 6/1 - 8/31/15	Paid by Check #4189	05/09/2015	06/26/2015	06/26/2015	06/26/2015	610.97
24482813	Cust No. 01300 186610365	Paid by Check #4189	06/06/2015	06/26/2015	06/26/2015	06/26/2015	41.32
		Vendor 440 - Tyco Intergrated Securitiy Totals			Invoices	3	<u>\$693.61</u>
Vendor 19 - U.S. Postmaster 06112015	Permit 57 Reimbursement	Paid by Check #4190	06/11/2015	06/26/2015	06/26/2015	06/26/2015	474.77
		Vendor 19 - U.S. Postmaster Totals			Invoices	1	<u>\$474.77</u>
Vendor 692 - Dean Uota 52215 Sacramento	LCC Environmental Quality Committee Meeting	Paid by Check #4191	05/22/2015	06/26/2015	06/26/2015	06/26/2015	66.00
		Vendor 692 - Dean Uota Totals			Invoices	1	<u>\$66.00</u>
Vendor 154 - USA Bluebook 660220	Cust No. 582306	Paid by Check #4192	06/02/2015	06/26/2015	06/26/2015	06/26/2015	200.23
		Vendor 154 - USA Bluebook Totals			Invoices	1	<u>\$200.23</u>



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Vendor **487 - Valley Rubber & Gasket Co., Inc.**
 FRO16107 Cust No. 344930

Paid by Check #4193	05/22/2015	06/26/2015	06/26/2015	06/26/2015	316.86	
Vendor 487 - Valley Rubber & Gasket Co., Inc. Totals				Invoices	1	<u>\$316.86</u>

Vendor **101 - Valley Soil & Forest Products**

13129 PO Scott
 13192 PO Scott
 13304 PO Scott
 13305 PO Scott
 13332 PO Scott
 13127 PO Scott

Paid by Check #4194	12/03/2014	06/26/2015	06/26/2015	06/26/2015	174.00	
Paid by Check #4194	03/10/2015	06/26/2015	06/26/2015	06/26/2015	391.50	
Paid by Check #4194	03/18/2015	06/26/2015	06/26/2015	06/26/2015	184.88	
Paid by Check #4194	03/19/2015	06/26/2015	06/26/2015	06/26/2015	239.25	
Paid by Check #4194	05/13/2015	06/26/2015	06/26/2015	06/26/2015	326.25	
Paid by Check #4194	05/25/2015	06/26/2015	06/26/2015	06/26/2015	326.25	
Vendor 101 - Valley Soil & Forest Products Totals				Invoices	6	<u>\$1,642.13</u>

Vendor **354 - Verizon Wireless**

9737618828 4372 12/22/14
 9747272183 June 2015

Paid by Check #4196	12/22/2014	06/26/2015	06/26/2015	06/26/2015	40.01	
Paid by Check #4195	06/12/2015	06/26/2015	06/26/2015	06/26/2015	190.29	
Vendor 354 - Verizon Wireless Totals				Invoices	2	<u>\$230.30</u>

Vendor **926 - Visalia Pool Supply**

31058 Motor & pump

Paid by Check #4197	06/09/2015	06/26/2015	06/26/2015	06/10/2015	06/26/2015	357.21
Vendor 926 - Visalia Pool Supply Totals				Invoices	1	<u>\$357.21</u>

Vendor **27 - The Visalia Times-Delta**

TD0054706 062915 FY 15/16 Dues & Subscriptions
 TD1126859 63015 Acct No. TD1126859

Paid by Check #4198	05/30/2015	06/26/2015	06/26/2015	06/26/2015	15.50	
Paid by Check #4198	06/30/2015	06/26/2015	06/26/2015	06/26/2015	15.50	
Vendor 27 - The Visalia Times-Delta Totals				Invoices	2	<u>\$31.00</u>

Vendor **14 - W & E Electric**

1505007 Cust No. 1432
 1505006 Cust No. 1432
 1505071 Cust No. 1432
 1505111 Cust No. 1432

Paid by Check #4199	05/01/2015	06/26/2015	06/26/2015	06/26/2015	80.00	
Paid by Check #4199	05/04/2015	06/26/2015	06/26/2015	06/26/2015	160.00	
Paid by Check #4199	05/15/2015	06/26/2015	06/26/2015	06/26/2015	85.00	
Paid by Check #4199	05/21/2015	06/26/2015	06/26/2015	06/26/2015	33.15	
Vendor 14 - W & E Electric Totals				Invoices	4	<u>\$358.15</u>

Vendor **549 - Wal-Mart**

2435 6/9/15 Supplies
 2443 6/9/15 Supplies

Paid by Check #4201	06/09/2015	06/26/2015	06/26/2015	06/26/2015	175.90	
Paid by Check #4200	06/09/2015	06/26/2015	06/26/2015	06/26/2015	699.21	
Vendor 549 - Wal-Mart Totals				Invoices	2	<u>\$875.11</u>

Vendor **James Allen**

Ref. Amb. pymnt D122714B

Paid by Check #4202	06/16/2015	06/26/2015	06/26/2015	06/26/2015	209.92	
Vendor James Allen Totals				Invoices	1	<u>\$209.92</u>



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Vendor **David Knott Inc.**
 wtr mtr# 8405272 Miscellaneous

Paid by Check #4203

	06/17/2015	06/26/2015	06/26/2015	06/26/2015	
Vendor David Knott Inc. Totals			Invoices	1	285.00
Grand Totals			Invoices	394	\$285.00
					\$278,743.13



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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 385 - 4 Creeks, Inc.										
7535	4 Creeks 15034.06 ATP Grant App	Paid by Check #4207		06/08/2015	07/02/2015	07/02/2015		07/02/2015	6,328.23	
							Vendor 385 - 4 Creeks, Inc. Totals	Invoices	1	<u>\$6,328.23</u>
Vendor 13 - Ameripride Valley Uniform Service										
1501399151	FY 2014-15	Paid by Check #4208		06/26/2015	07/02/2015	07/02/2015		07/02/2015	63.96	
							Vendor 13 - Ameripride Valley Uniform Service Totals	Invoices	1	<u>\$63.96</u>
Vendor 351 - Anthem Blue Cross										
0909261021	Valdez	Paid by Check #4209		06/08/2015	07/02/2015	07/02/2015		07/02/2015	253.60	
							Vendor 351 - Anthem Blue Cross Totals	Invoices	1	<u>\$253.60</u>
Vendor 321 - Apple Time, Inc.										
20317	FY 2014-15	Paid by Check #4210		06/25/2015	07/02/2015	07/02/2015		07/02/2015	302.25	
							Vendor 321 - Apple Time, Inc. Totals	Invoices	1	<u>\$302.25</u>
Vendor 17 - AT&T										
23845182146/07	Telephone	Paid by Check #4211		06/07/2015	07/02/2015	07/02/2015		07/02/2015	65.63	
55959159216/10	Telephone	Paid by Check #4213		06/10/2015	07/02/2015	07/02/2015		07/02/2015	229.36	
55959514856/10	Telephone	Paid by Check #4213		06/10/2015	07/02/2015	07/02/2015		07/02/2015	32.79	
55959515706/10	Telephone	Paid by Check #4213		06/10/2015	07/02/2015	07/02/2015		07/02/2015	19.03	
55959515716/10	Telephone	Paid by Check #4213		06/10/2015	07/02/2015	07/02/2015		07/02/2015	36.01	
55959588246/10	Telephone	Paid by Check #4212		06/10/2015	07/02/2015	07/02/2015		07/02/2015	15.65	
55959594536/10	Telephone	Paid by Check #4214		06/10/2015	07/02/2015	07/02/2015		07/02/2015	18.08	
55959596756/10	Telephone	Paid by Check #4213		06/10/2015	07/02/2015	07/02/2015		07/02/2015	17.32	
55959597896/10	Telephone	Paid by Check #4213		06/10/2015	07/02/2015	07/02/2015		07/02/2015	17.32	
23434391596/11	Telephone	Paid by Check #4214		06/11/2015	07/02/2015	07/02/2015		07/02/2015	382.15	
55959106966/11	Telephone	Paid by Check #4214		06/11/2015	07/02/2015	07/02/2015		07/02/2015	27.86	
55959138156/11	Telephone	Paid by Check #4214		06/11/2015	07/02/2015	07/02/2015		07/02/2015	17.40	
55959142466/11	Telephone	Paid by Check #4214		06/11/2015	07/02/2015	07/02/2015		07/02/2015	32.91	
55959144456/11	FY 2014-15	Paid by Check #4212		06/11/2015	07/02/2015	07/02/2015		07/02/2015	15.50	
55959159006/11	Telephone	Paid by Check #4214		06/11/2015	07/02/2015	07/02/2015		07/02/2015	194.73	
55959184716/11	FY 2014-15	Paid by Check #4212		06/11/2015	07/02/2015	07/02/2015		07/02/2015	15.50	
06502122806/13	FY 2014-15	Paid by Check #4212		06/13/2015	07/02/2015	07/02/2015		07/02/2015	41.93	
23426784466/20	FY 2014-15	Paid by Check #4212		06/20/2015	07/02/2015	07/02/2015		07/02/2015	41.93	
23426785056/20	FY 2014-15	Paid by Check #4212		06/20/2015	07/02/2015	07/02/2015		07/02/2015	136.14	
							Vendor 17 - AT&T Totals	Invoices	19	<u>\$1,357.24</u>
Vendor 289 - AT&T Mobility LLC										
2870151847346/16	287015184734	Paid by Check #4215		06/16/2015	07/02/2015	07/02/2015		07/02/2015	534.40	
							Vendor 289 - AT&T Mobility LLC Totals	Invoices	1	<u>\$534.40</u>
Vendor 748 - Bankcard Center										
00126502 6/14/15	Supplies	Paid by Check #4216		06/14/2015	07/02/2015	07/02/2015		07/02/2015	2,752.91	



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Vendor 748 - Bankcard Center									
00303450	6/14/15	Communications	Paid by Check #4216	06/14/2015	07/02/2015	07/02/2015	07/02/2015	199.00	
00489496	6/14/15	Annual Fee	Paid by Check #4216	06/14/2015	07/02/2015	07/02/2015	07/02/2015	30.00	
00532360	6/14/15	Supplies	Paid by Check #4216	06/14/2015	07/02/2015	07/02/2015	07/02/2015	832.69	
Vendor 748 - Bankcard Center Totals							Invoices	4	\$3,814.60
Vendor 376 - BCS Consulting									
20180		Watchguard XTM330 Security Appliance	Paid by Check #4217	06/14/2015	07/02/2015	07/02/2015	07/02/2015	4,919.56	
Vendor 376 - BCS Consulting Totals							Invoices	1	\$4,919.56
Vendor 328 - Bernard Professional Transcription Services									
DF1502056		FY 2014-15	Paid by Check #4218	06/23/2015	07/02/2015	07/02/2015	07/02/2015	17.50	
Vendor 328 - Bernard Professional Transcription Services Totals							Invoices	1	\$17.50
Vendor 822 - Boundtree Medical LLC									
81825134		Supplies	Paid by Check #4219	06/22/2015	07/02/2015	07/02/2015	07/02/2015	139.30	
Vendor 822 - Boundtree Medical LLC Totals							Invoices	1	\$139.30
Vendor 103 - BSN Sports									
97016434		Fy 14-15-Sportsplex equipment	Paid by Check #4220	06/23/2015	07/02/2015	07/02/2015	06/19/2015	07/02/2015	998.33
Vendor 103 - BSN Sports Totals							Invoices	1	\$998.33
Vendor 204 - Burton's Fire Inc.									
S28543		Cust No. 100-0184	Paid by Check #4221	06/19/2015	07/02/2015	07/02/2015	07/02/2015	174.96	
Vendor 204 - Burton's Fire Inc. Totals							Invoices	1	\$174.96
Vendor 739 - Business Card									
3042	6/15/15	Food & Beverages	Paid by Check #4222	06/15/2015	07/02/2015	07/02/2015	07/02/2015	390.42	
Vendor 739 - Business Card Totals							Invoices	1	\$390.42
Vendor 94 - California Public Employees Retirement									
PR 6/14-6/27/15		Payroll 6/14/15-6/27/15	Paid by Check #4223	07/02/2015	07/02/2015	07/02/2015	07/02/2015	106,466.42	
Vendor 94 - California Public Employees Retirement Totals							Invoices	1	\$106,466.42
Vendor 75 - Central Valley Testing Inc									
2015-1300		CVT - Cng Expansion Project Phase II	Paid by Check #4224	06/18/2015	07/02/2015	07/02/2015	07/02/2015	195.00	
Vendor 75 - Central Valley Testing Inc Totals							Invoices	1	\$195.00
Vendor 240 - Clean Cut Landscape									
10836A		May 2015	Paid by Check #4225	05/31/2015	07/02/2015	07/02/2015	07/02/2015	16,483.13	
Vendor 240 - Clean Cut Landscape Totals							Invoices	1	\$16,483.13



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Vendor 18 - The Gas Company 128552035976/10 Utilities	Paid by Check #4233	06/10/2015	07/02/2015	07/02/2015	07/02/2015	28.72
	Vendor 18 - The Gas Company Totals			Invoices	4	<u>\$5,577.65</u>
Vendor 712 - Golden State Overnight 2844202 Communications	Paid by Check #4234	06/15/2015	07/02/2015	07/02/2015	07/02/2015	53.77
	Vendor 712 - Golden State Overnight Totals			Invoices	1	<u>\$53.77</u>
Vendor 379 - Guardian EMS Products 5607039 Supplies 5607406 Supplies	Paid by Check #4235	06/19/2015	07/02/2015	07/02/2015	07/02/2015	1,318.00
	Paid by Check #4235	06/22/2015	07/02/2015	07/02/2015	07/02/2015	86.46
	Vendor 379 - Guardian EMS Products Totals			Invoices	2	<u>\$1,404.46</u>
Vendor 139 - Henry Schein Inc. 20684367 Supplies 20763154 Supplies 20765735 Supplies	Paid by Check #4236	06/17/2015	07/02/2015	07/02/2015	07/02/2015	156.21
	Paid by Check #4236	06/19/2015	07/02/2015	07/02/2015	07/02/2015	470.81
	Paid by Check #4236	06/19/2015	07/02/2015	07/02/2015	07/02/2015	48.11
	Vendor 139 - Henry Schein Inc. Totals			Invoices	3	<u>\$675.13</u>
Vendor 565 - Stephanie Hurtado Reimb for supply Fy 14-15-reimb for SNL crafts	Paid by Check #4237	06/23/2015	07/02/2015	07/02/2015	06/24/2015	39.47
	Vendor 565 - Stephanie Hurtado Totals			Invoices	1	<u>\$39.47</u>
Vendor 472 - Jacobson James & Associates 1505.2210 03-Dinuba-008, Dinuba Remediation Review, 2015 1505.2211 03-Dinuba-009, Dinuba City Well #1 Investigation 1505.2212 JJA 1505.2212	Paid by Check #4238	06/19/2015	07/02/2015	07/02/2015	07/02/2015	2,423.63
	Paid by Check #4238	06/19/2015	07/02/2015	07/02/2015	07/02/2015	297.25
	Paid by Check #4238	06/19/2015	07/02/2015	07/02/2015	07/02/2015	8,057.01
	Vendor 472 - Jacobson James & Associates Totals			Invoices	3	<u>\$10,777.89</u>
Vendor 6 - Jim Manning Dodge Inc. 129440DOR Repairs/Maintenance	Paid by Check #4239	06/24/2015	07/02/2015	07/02/2015	07/02/2015	381.93
	Vendor 6 - Jim Manning Dodge Inc. Totals			Invoices	1	<u>\$381.93</u>
Vendor 5 - Jorgensen & Co. 5525422 Fy 14-15-annual maint, hose &nozel assmebly,rechrg	Paid by Check #4240	06/19/2015	07/02/2015	07/02/2015	06/25/2015	93.70
	Vendor 5 - Jorgensen & Co. Totals			Invoices	1	<u>\$93.70</u>
Vendor 387 - Keller Ford Lincoln 50045027 PD 39	Paid by Check #4241	06/22/2015	07/02/2015	07/02/2015	07/02/2015	88.26
	Vendor 387 - Keller Ford Lincoln Totals			Invoices	1	<u>\$88.26</u>



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Vendor 449 - Les Schwab Tire Centers of Central California									
55100078541	Work order 55100078399	Paid by Check #4242	06/16/2015	07/02/2015	07/02/2015	07/02/2015	255.40		
Vendor 449 - Les Schwab Tire Centers of Central California Totals							Invoices	1	<u>\$255.40</u>
Vendor 608 - Jesse Martin									
Wire Fee Reim	Payroll	Paid by Check #4243	07/02/2015	07/02/2015	07/02/2015	07/02/2015	30.00		
Vendor 608 - Jesse Martin Totals							Invoices	1	<u>\$30.00</u>
Vendor 160 - MidValley Publishing Inc.									
0291376-IN	Communications	Paid by Check #4244	05/28/2015	07/02/2015	07/02/2015	07/02/2015	862.75		
Vendor 160 - MidValley Publishing Inc. Totals							Invoices	1	<u>\$862.75</u>
Vendor 898 - Miracle Recreation Equipment Company									
762861	miracle rec equip gregory park	Paid by Check #4245	05/30/2015	07/02/2015	07/02/2015	07/02/2015	10,516.12		
Vendor 898 - Miracle Recreation Equipment Company Totals							Invoices	1	<u>\$10,516.12</u>
Vendor 88 - Municipal Maintenance Equipment Inc.									
0101525-IN	T17	Paid by Check #4246	06/12/2015	07/02/2015	07/02/2015	07/02/2015	535.59		
Vendor 88 - Municipal Maintenance Equipment Inc. Totals							Invoices	1	<u>\$535.59</u>
Vendor 884 - Napa Auto Parts									
057719	Fy 14-15 48" evap cooler	Paid by Check #4247	06/08/2015	06/29/2015	06/29/2015	06/12/2015	07/02/2015	3,679.64	
059050	Fy 14-15-48" evap cooler	Paid by Check #4247	06/12/2015	06/29/2015	06/29/2015	06/12/2015	07/02/2015	3,679.64	
232923	Cust No. 6850	Paid by Check #4247	06/17/2015	07/02/2015	07/02/2015	07/02/2015	07/02/2015	465.43	
Vendor 884 - Napa Auto Parts Totals							Invoices	3	<u>\$7,824.71</u>
Vendor 750 - New World Systems Corporation									
042841	Professional Services	Paid by Check #4248	05/19/2015	07/02/2015	07/02/2015	07/02/2015	1,985.63		
Vendor 750 - New World Systems Corporation Totals							Invoices	1	<u>\$1,985.63</u>
Vendor 142 - Office Depot BSD									
773453421001	Office Supplies	Paid by Check #4249	06/08/2015	07/02/2015	07/02/2015	07/02/2015	328.75		
773484704001	Office Supplies	Paid by Check #4249	06/08/2015	07/02/2015	07/02/2015	07/02/2015	30.41		
775562119001	Office Supplies	Paid by Check #4249	06/12/2015	07/02/2015	07/02/2015	07/02/2015	151.01		
776070865001	Fy 14-15-office supplies	Paid by Check #4249	06/16/2015	07/02/2015	07/02/2015	06/26/2015	07/02/2015	61.20	
776191176001	Office Supplies	Paid by Check #4249	06/17/2015	07/02/2015	07/02/2015	07/02/2015	247.32		
Vendor 142 - Office Depot BSD Totals							Invoices	5	<u>\$818.69</u>
Vendor 221 - Ortega Concrete Construction Inc.									
1218	Ortega Const - ADA Ramps Project	Paid by Check #4250	06/19/2015	07/02/2015	07/02/2015	07/02/2015	9,240.00		
Vendor 221 - Ortega Concrete Construction Inc. Totals							Invoices	1	<u>\$9,240.00</u>



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Vendor **76 - Pacific Gas & Electric**

864715010305/31	Utilities	Paid by Check #4256	05/31/2015	07/02/2015	07/02/2015	07/02/2015	48.76
506469548396/02	Utilities	Paid by Check #4255	06/02/2015	07/02/2015	07/02/2015	07/02/2015	85.40
863399039986/02	Utilities	Paid by Check #4256	06/02/2015	07/02/2015	07/02/2015	07/02/2015	21.03
898192338786/02	Utilities	Paid by Check #4256	06/02/2015	07/02/2015	07/02/2015	07/02/2015	56.48
335464179666/03	Utilities	Paid by Check #4254	06/03/2015	07/02/2015	07/02/2015	07/02/2015	56.31
714934640946/04	Utilities	Paid by Check #4256	06/04/2015	07/02/2015	07/02/2015	07/02/2015	220.48
134445515956/10	Utilities	Paid by Check #4254	06/10/2015	07/02/2015	07/02/2015	07/02/2015	103.60
210475377886/10	Utilities	Paid by Check #4254	06/10/2015	07/02/2015	07/02/2015	07/02/2015	180.47
220142834896/10	Utilities	Paid by Check #4252	06/10/2015	07/02/2015	07/02/2015	07/02/2015	65.76
284878382876/10	Utilities	Paid by Check #4252	06/10/2015	07/02/2015	07/02/2015	07/02/2015	10.06
434971604326/10	Utilities	Paid by Check #4252	06/10/2015	07/02/2015	07/02/2015	07/02/2015	14.50
447571605186/10	Utilities	Paid by Check #4251	06/10/2015	07/02/2015	07/02/2015	07/02/2015	903.97
496411368306/10	Utilities	Paid by Check #4254	06/10/2015	07/02/2015	07/02/2015	07/02/2015	103.21
602118118766/10	Utilities	Paid by Check #4252	06/10/2015	07/02/2015	07/02/2015	07/02/2015	1,723.74
605804926706/10	Utilities	Paid by Check #4255	06/10/2015	07/02/2015	07/02/2015	07/02/2015	39.02
610825188066/10	Utilities	Paid by Check #4252	06/10/2015	07/02/2015	07/02/2015	07/02/2015	19.71
630805446696/10	Utilities	Paid by Check #4255	06/10/2015	07/02/2015	07/02/2015	07/02/2015	9.86
768101241986/10	Utilities	Paid by Check #4251	06/10/2015	07/02/2015	07/02/2015	07/02/2015	61.50
860727324976/10	Utilities	Paid by Check #4253	06/10/2015	07/02/2015	07/02/2015	07/02/2015	21.06
909971991136/10	Utilities	Paid by Check #4251	06/10/2015	07/02/2015	07/02/2015	07/02/2015	9.86
962476921956/10	Utilities	Paid by Check #4251	06/10/2015	07/02/2015	07/02/2015	07/02/2015	290.04
975086523736/10	Utilities	Paid by Check #4251	06/10/2015	07/02/2015	07/02/2015	07/02/2015	109.79
134971623576/11	Utilities	Paid by Check #4254	06/11/2015	07/02/2015	07/02/2015	07/02/2015	5,463.56
169314496946/11	Utilities	Paid by Check #4252	06/11/2015	07/02/2015	07/02/2015	07/02/2015	162.87
183409121306/11	Utilities	Paid by Check #4254	06/11/2015	07/02/2015	07/02/2015	07/02/2015	9.86
339630846046/11	Utilities	Paid by Check #4252	06/11/2015	07/02/2015	07/02/2015	07/02/2015	9.97
516730856046/11	Utilities	Paid by Check #4255	06/11/2015	07/02/2015	07/02/2015	07/02/2015	96.36
672472110626/11	Utilities	Paid by Check #4255	06/11/2015	07/02/2015	07/02/2015	07/02/2015	154.81
676638777016/11	Utilities	Paid by Check #4255	06/11/2015	07/02/2015	07/02/2015	07/02/2015	119.18
874409527916/11	Utilities	Paid by Check #4256	06/11/2015	07/02/2015	07/02/2015	07/02/2015	9.86
945914183256/11	Utilities	Paid by Check #4252	06/11/2015	07/02/2015	07/02/2015	07/02/2015	9.92
294652070086/12	Utilities	Paid by Check #4252	06/12/2015	07/02/2015	07/02/2015	07/02/2015	93.45
502735657346/12	Utilities	Paid by Check #4254	06/12/2015	07/02/2015	07/02/2015	07/02/2015	44.59
847471995156/12	Utilities	Paid by Check #4256	06/12/2015	07/02/2015	07/02/2015	07/02/2015	60.13
155771097456/15	Utilities	Paid by Check #4252	06/15/2015	07/02/2015	07/02/2015	07/02/2015	217.56
207327719756/15	Utilities	Paid by Check #4254	06/15/2015	07/02/2015	07/02/2015	07/02/2015	19.71
642864222136/15	Utilities	Paid by Check #4255	06/15/2015	07/02/2015	07/02/2015	07/02/2015	19.06
831902407276/15	Utilities	Paid by Check #4253	06/15/2015	07/02/2015	07/02/2015	07/02/2015	177.48
338077954236/16	Utilities	Paid by Check #4254	06/16/2015	07/02/2015	07/02/2015	07/02/2015	1,808.54
640799572506/16	Utilities	Paid by Check #4255	06/16/2015	07/02/2015	07/02/2015	07/02/2015	3,603.27
954874984796/16	Utilities	Paid by Check #4256	06/16/2015	07/02/2015	07/02/2015	07/02/2015	66.80
432339024696/17	Utilities	Paid by Check #4253	06/17/2015	07/02/2015	07/02/2015	07/02/2015	54.09



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Vendor 76 - Pacific Gas & Electric							
723267973796/17	Utilities	Paid by Check #4256	06/17/2015	07/02/2015	07/02/2015	07/02/2015	14,756.02
854359817426/17	Utilities	Paid by Check #4253	06/17/2015	07/02/2015	07/02/2015	07/02/2015	219.11
901837373536/17	Utilities	Paid by Check #4253	06/17/2015	07/02/2015	07/02/2015	07/02/2015	912.74
917922255336/17	Utilities	Paid by Check #4256	06/17/2015	07/02/2015	07/02/2015	07/02/2015	848.07
919617675886/17	Utilities	Paid by Check #4253	06/17/2015	07/02/2015	07/02/2015	07/02/2015	68.76
21755526566/19	FY 2014-15	Paid by Check #4251	06/19/2015	07/02/2015	07/02/2015	07/02/2015	20.91
238356094236/19	Utilities	Paid by Check #4251	06/19/2015	07/02/2015	07/02/2015	07/02/2015	125.50
316657841906/19	Utilities	Paid by Check #4254	06/19/2015	07/02/2015	07/02/2015	07/02/2015	19.71
594966555036/19	Utilities	Paid by Check #4255	06/19/2015	07/02/2015	07/02/2015	07/02/2015	25.74
674421567816/19	Utilities	Paid by Check #4255	06/19/2015	07/02/2015	07/02/2015	07/02/2015	1,984.28
886695643256/19	Utilities	Paid by Check #4256	06/19/2015	07/02/2015	07/02/2015	07/02/2015	23.17
821880068196/22	Utilities	Paid by Check #4256	06/22/2015	07/02/2015	07/02/2015	07/02/2015	1,914.26
731427487116/23	Utilities	Paid by Check #4253	06/23/2015	07/02/2015	07/02/2015	07/02/2015	960.56
		Vendor 76 - Pacific Gas & Electric Totals				Invoices 55	\$38,234.51
Vendor 7 - Pena's Disposal Services							
198340	Cust No. 01-153360	Paid by Check #4257	06/19/2015	07/02/2015	07/02/2015	07/02/2015	1,432.95
		Vendor 7 - Pena's Disposal Services Totals				Invoices 1	\$1,432.95
Vendor 275 - Proforce Marketing Inc.							
236794	FY 2014-15	Paid by Check #4258	05/07/2015	07/02/2015	07/02/2015	07/02/2015	74.58
		Vendor 275 - Proforce Marketing Inc. Totals				Invoices 1	\$74.58
Vendor 29 - Quad Knopf Inc.							
80692	2015-2023 Housing Element Update	Paid by Check #4259	06/05/2015	07/02/2015	07/02/2015	07/02/2015	8,001.00
		Vendor 29 - Quad Knopf Inc. Totals				Invoices 1	\$8,001.00
Vendor 157 - Quill Corp.							
5217957	Office Supplies	Paid by Check #4260	06/18/2015	07/02/2015	07/02/2015	07/02/2015	329.14
		Vendor 157 - Quill Corp. Totals				Invoices 1	\$329.14
Vendor 245 - Ray A. Morgan Company, Inc.							
947792	Contractual	Paid by Check #4261	06/18/2015	07/02/2015	07/02/2015	07/02/2015	1,875.00
		Vendor 245 - Ray A. Morgan Company, Inc. Totals				Invoices 1	\$1,875.00
Vendor 46 - Self Help Enterprises							
MAY15 01	DINHMPI / Billing Charges	Paid by Check #4262	05/31/2015	07/02/2015	07/02/2015	07/02/2015	2,399.00
MAY15 15	12-HOME-8566	Paid by Check #4262	05/31/2015	07/02/2015	07/02/2015	07/02/2015	565.00
MAY15 16	12-CDBG-8382 / Billing Charges	Paid by Check #4262	05/31/2015	07/02/2015	07/02/2015	07/02/2015	2,384.00
MAY15 20	13-HDRA-9691 / Billing Charges	Paid by Check #4262	05/31/2015	07/02/2015	07/02/2015	07/02/2015	2,129.00
MAY15 23	12-CALHOME-8687 / Billing Charges	Paid by Check #4262	05/31/2015	07/02/2015	07/02/2015	07/02/2015	690.00
		Vendor 46 - Self Help Enterprises Totals				Invoices 5	\$8,167.00



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Vendor 535 - SGI Construction Management								
500033-14	SGI Const Mng. Ave 416 project	Paid by Check #4263	05/20/2015	07/02/2015	07/02/2015	07/02/2015	123,666.43	
500033-15	SGI Const Mng. Ave 416 project	Paid by Check #4263	06/17/2015	07/02/2015	07/02/2015	07/02/2015	75,503.65	
Vendor 535 - SGI Construction Management Totals						Invoices	2	<u>\$199,170.08</u>
Vendor 933 - Smeal Fire Apparatus Co.								
SO-49625	Chassis Payment	Paid by Check #4264	06/25/2015	07/02/2015	07/02/2015	07/02/2015	189,370.00	
Vendor 933 - Smeal Fire Apparatus Co. Totals						Invoices	1	<u>\$189,370.00</u>
Vendor 758 - Solenis LLC								
130971381	Solenis LLC 130971381	Paid by Check #4265	06/09/2015	07/02/2015	07/02/2015	07/02/2015	3,747.20	
Vendor 758 - Solenis LLC Totals						Invoices	1	<u>\$3,747.20</u>
Vendor 49 - Tulare County								
150728	Purchase of TCaT Punch Passes #30421-30450	Paid by Check #4266	06/22/2015	07/02/2015	07/02/2015	07/02/2015	312.00	
Vendor 49 - Tulare County Totals						Invoices	1	<u>\$312.00</u>
Vendor 24 - Tuttle & Mc Closkey								
23468	Through 6/20/15	Paid by Check #4267	06/20/2015	07/02/2015	07/02/2015	07/02/2015	27,538.27	
Vendor 24 - Tuttle & Mc Closkey Totals						Invoices	1	<u>\$27,538.27</u>
Vendor 359 - Valero Marketing & Supply Company								
71077309 6/8/15	Fuel	Paid by Check #4268	06/08/2015	07/02/2015	07/02/2015	07/02/2015	2,700.54	
Vendor 359 - Valero Marketing & Supply Company Totals						Invoices	1	<u>\$2,700.54</u>
Vendor 129 - Valley Industrial & Family Medical Group								
281189	DOT Exam	Paid by Check #4269	06/18/2015	07/02/2015	07/02/2015	07/02/2015	100.00	
Vendor 129 - Valley Industrial & Family Medical Group Totals						Invoices	1	<u>\$100.00</u>
Vendor 354 - Verizon Wireless								
9746940237	Telephone	Paid by Check #4270	06/07/2015	07/02/2015	07/02/2015	07/02/2015	176.97	
Vendor 354 - Verizon Wireless Totals						Invoices	1	<u>\$176.97</u>
Vendor 27 - The Visalia Times-Delta								
TD1126859 0731	Acct No. TD1126859	Paid by Check #4271	07/01/2015	07/02/2015	07/02/2015	07/02/2015	15.50	
Vendor 27 - The Visalia Times-Delta Totals						Invoices	1	<u>\$15.50</u>
Vendor 104 - Vision Service Plan								
July 2015	12 003055 0002	Paid by Check #4272	06/19/2015	07/02/2015	07/02/2015	07/02/2015	3,051.80	
Vendor 104 - Vision Service Plan Totals						Invoices	1	<u>\$3,051.80</u>
Vendor 549 - Wal-Mart								
2450 6/16/15	2450	Paid by Check #4273	06/16/2015	07/02/2015	07/02/2015	07/02/2015	153.70	
2484 5/22/15	Supplies	Paid by Check #4274	06/22/2015	07/02/2015	07/02/2015	07/02/2015	60.32	
Vendor 549 - Wal-Mart Totals						Invoices	2	<u>\$214.02</u>



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Vendor 287 - Zig Zag									
070315	Fy 14-15-Entertainment band for Indep Day Celeb	Paid by Check #4275	06/19/2015	07/02/2015	07/02/2015	06/29/2015	07/02/2015		600.00
			Vendor 287 - Zig Zag Totals			Invoices	1		<u>\$600.00</u>
Vendor Luz Alderete Jimenez									
Reimb. Amb.	D130969	Paid by Check #4276	06/17/2015	07/02/2015	07/02/2015		07/02/2015		244.35
			Vendor Luz Alderete Jimenez Totals			Invoices	1		<u>\$244.35</u>
Vendor Maria Lopez									
Reimb. Amb.	D122667	Paid by Check #4277	06/16/2015	07/02/2015	07/02/2015		07/02/2015		15.25
			Vendor Maria Lopez Totals			Invoices	1		<u>\$15.25</u>
Vendor Frances Madrigal									
Reimb. Amb.	D130866	Paid by Check #4278	06/16/2015	07/02/2015	07/02/2015		07/02/2015		42.30
			Vendor Frances Madrigal Totals			Invoices	1		<u>\$42.30</u>
Vendor Mary Ochoa									
Reimb. Amb.	D123423	Paid by Check #4279	06/16/2015	07/02/2015	07/02/2015		07/02/2015		204.17
			Vendor Mary Ochoa Totals			Invoices	1		<u>\$204.17</u>
Vendor Amanda Orosco									
Reimb reg fee	Fy 14-15-reimb for aquatics registration-A.Orosco	Paid by Check #4280	06/25/2015	07/02/2015	07/02/2015		07/02/2015		25.00
			Vendor Amanda Orosco Totals			Invoices	1		<u>\$25.00</u>
Vendor Joe Parker									
Reimb. Amb.	Miscellaneous	Paid by Check #4281	06/16/2015	07/02/2015	07/02/2015		07/02/2015		157.33
			Vendor Joe Parker Totals			Invoices	1		<u>\$157.33</u>
Vendor Rosa Romero									
Reimb. Amb.	Miscellaneous	Paid by Check #4282	06/16/2015	07/02/2015	07/02/2015		07/02/2015		30.00
			Vendor Rosa Romero Totals			Invoices	1		<u>\$30.00</u>
Vendor Alice Sanders									
Reimb. Amb.	D120560	Paid by Check #4283	06/17/2015	07/02/2015	07/02/2015		07/02/2015		86.32
			Vendor Alice Sanders Totals			Invoices	1		<u>\$86.32</u>
Vendor Erin Selvy									
Reimb. Amb.	D123200	Paid by Check #4284	06/17/2015	07/02/2015	07/02/2015		07/02/2015		116.31
			Vendor Erin Selvy Totals			Invoices	1		<u>\$116.31</u>



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Vendor **Ramiro Silva**
 Reimb. Amb. D130488

Paid by Check #4285	06/17/2015	07/02/2015	07/02/2015	07/02/2015	172.91
Vendor Ramiro Silva Totals			Invoices	1	<u>\$172.91</u>

Vendor **Kimberly Thomason**
 Reimb. Amb. D132921

Paid by Check #4286	06/17/2015	07/02/2015	07/02/2015	07/02/2015	310.37
Vendor Kimberly Thomason Totals			Invoices	1	<u>\$310.37</u>
Grand Totals			Invoices	176	<u><u>\$685,650.62</u></u>



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 17 - AT&T									
55959159406/11	Telephone	Paid by Check #4287		06/11/2015	07/10/2015	07/10/2015		07/10/2015	178.12
									\$178.12
			Vendor	17 - AT&T Totals			Invoices	1	
Vendor 289 - AT&T Mobility LLC									
2870156015526/16	Telephone	Paid by Check #4288		06/16/2015	07/10/2015	07/10/2015		07/10/2015	166.03
2872412835626/16	Telephone	Paid by Check #4288		06/16/2015	07/10/2015	07/10/2015		07/10/2015	566.77
828742705X62415	CMO Cell Phones 5/17 - 6/16/15	Paid by Check #4288		06/24/2015	07/10/2015	07/10/2015		07/10/2015	512.96
									\$1,245.76
			Vendor	289 - AT&T Mobility LLC Totals			Invoices	3	
Vendor 860 - Bob Murray & Associates									
6270	City Manager Recruitment	Paid by Check #4289		06/16/2015	07/03/2015	07/03/2015		07/10/2015	1,032.85
									\$1,032.85
			Vendor	860 - Bob Murray & Associates Totals			Invoices	1	
Vendor 116 - BSK Analytical Laboratories									
A513382	Clie Code Dinub5921	Paid by Check #4290		06/29/2015	07/10/2015	07/10/2015		07/10/2015	318.00
									\$318.00
			Vendor	116 - BSK Analytical Laboratories Totals			Invoices	1	
Vendor 204 - Burton's Fire Inc.									
S28369	Custo No. 100-0184	Paid by Check #4291		06/19/2015	07/10/2015	07/10/2015		07/10/2015	244.91
									\$244.91
			Vendor	204 - Burton's Fire Inc. Totals			Invoices	1	
Vendor 1 - C&S Laundry Cleaners									
254326	Mendoza	Paid by Check #4292		06/06/2015	07/10/2015	07/10/2015		07/10/2015	19.95
									\$19.95
			Vendor	1 - C&S Laundry Cleaners Totals			Invoices	1	
Vendor 364 - California Building Standards Commission									
4th Bldg Strd	4th Quarter Building Standards Payment FY 14/15	Paid by Check #4293		07/02/2015	07/10/2015	07/10/2015		07/10/2015	276.30
									\$276.30
			Vendor	364 - California Building Standards Commission Totals			Invoices	1	
Vendor 732 - California Contractors Supplies, Inc.									
P79459	Cust Order No. VBL	Paid by Check #4294		06/11/2015	07/10/2015	07/10/2015		07/10/2015	392.18
									\$392.18
			Vendor	732 - California Contractors Supplies, Inc. Totals			Invoices	1	
Vendor 91 - Central California Directories									
2015-16 Ad	2015-16 Directory	Paid by Check #4295		07/06/2015	07/10/2015	07/10/2015		07/10/2015	900.00
									\$900.00
			Vendor	91 - Central California Directories Totals			Invoices	1	
Vendor 352 - Chem Quip Inc.									
5376690	Cust ID 4772	Paid by Check #4296		06/17/2015	07/10/2015	07/10/2015		07/10/2015	1,004.85
									\$1,004.85
			Vendor	352 - Chem Quip Inc. Totals			Invoices	1	



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Vendor 936 - Childs & Co., Inc. 102770	childs & Co - Police Dept. Expansion	Paid by Check #4297	06/23/2015	07/10/2015	07/10/2015	07/10/2015	158.00
		Vendor 936 - Childs & Co., Inc. Totals				Invoices 1	<u>158.00</u>
Vendor 57 - Pat Dahlgren 512829	CC Meeting Desserts	Paid by Check #4298	06/09/2015	07/03/2015	07/03/2015	07/10/2015	20.00
512834	CC Meeting Dinner	Paid by Check #4298	06/23/2015	07/03/2015	07/03/2015	07/10/2015	326.25
		Vendor 57 - Pat Dahlgren Totals				Invoices 2	<u>346.25</u>
Vendor 71 - Department of Conservation 4th Qrt. SMIP	4th Quarter SMIP Payment FY 14/15	Paid by Check #4299	07/07/2015	07/10/2015	07/10/2015	07/10/2015	801.68
		Vendor 71 - Department of Conservation Totals				Invoices 1	<u>801.68</u>
Vendor 30 - Dinuba Chamber of Commerce Downtown Improve	Contractual	Paid by Check #4300	06/30/2015	07/10/2015	07/10/2015	07/10/2015	2,067.22
		Vendor 30 - Dinuba Chamber of Commerce Totals				Invoices 1	<u>2,067.22</u>
Vendor 308 - Dinuba Rotary Club 1972	June 2015	Paid by Check #4301	06/30/2015	07/10/2015	07/10/2015	07/10/2015	50.00
1975	dinuba rotary Dean	Paid by Check #4301	06/30/2015	07/10/2015	07/10/2015	07/10/2015	50.00
1984 (Sunrise)	Meals, Diabetic youth camp (D. James)	Paid by Check #4301	06/30/2015	07/10/2015	07/10/2015	07/10/2015	50.00
		Vendor 308 - Dinuba Rotary Club Totals				Invoices 3	<u>150.00</u>
Vendor 341 - Dinuba Tires LLC 46015	Bus 10	Paid by Check #4302	06/26/2015	07/10/2015	07/10/2015	07/10/2015	30.00
		Vendor 341 - Dinuba Tires LLC Totals				Invoices 1	<u>30.00</u>
Vendor 550 - Division of the State Architect 4th qtr SB1186	4th Quarter SB1186 Payment FY 14/15	Paid by Check #4303	07/02/2015	07/10/2015	07/10/2015	07/10/2015	84.00
		Vendor 550 - Division of the State Architect Totals				Invoices 1	<u>84.00</u>
Vendor 360 - Dokken Engineering 29114	FY 14/15 ave 416 const proj	Paid by Check #4304	07/02/2015	07/10/2015	07/10/2015	07/10/2015	3,470.00
		Vendor 360 - Dokken Engineering Totals				Invoices 1	<u>3,470.00</u>
Vendor 552 - Dragnet Pest Control 40-1091 June	Pest Control Srvc. June 2015	Paid by Check #4305	06/29/2015	07/10/2015	07/10/2015	07/10/2015	65.00
		Vendor 552 - Dragnet Pest Control Totals				Invoices 1	<u>65.00</u>
Vendor 36 - Ewing Irrigation Products 9961483	Fy 15-16 parts	Paid by Check #4306	07/02/2015	07/10/2015	07/10/2015	07/07/2015 07/10/2015	121.63



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Vendor 36 - Ewing Irrigation Products

9961484	Fy 15-16 parts	Paid by Check #4306	07/02/2015	07/10/2015	07/10/2015	07/07/2015	07/10/2015	38.11
9961485	Fy 15-16 rotator	Paid by Check #4306	07/02/2015	07/10/2015	07/10/2015	07/07/2015	07/10/2015	60.81
9961486	Fy 15-16 parts	Paid by Check #4306	07/02/2015	07/10/2015	07/10/2015	07/07/2015	07/10/2015	25.33
9961487	Fy 15-16 parts	Paid by Check #4306	07/02/2015	07/10/2015	07/10/2015	07/07/2015	07/10/2015	209.95
9961488	Fy 15-16 parts	Paid by Check #4306	07/02/2015	07/10/2015	07/10/2015	07/06/2015	07/10/2015	1,428.20
9961489	Fy 15-16 parts	Paid by Check #4306	07/02/2015	07/10/2015	07/10/2015	07/07/2015	07/10/2015	90.50
9961490	Fy 15-16 parts	Paid by Check #4306	07/02/2015	07/10/2015	07/10/2015	07/07/2015	07/10/2015	8.50

Vendor **36 - Ewing Irrigation Products** Totals Invoices 8 \$1,983.03

Vendor 235 - FERGUSON ENTERPRISES, INC.

1093758	Cust No. 415702	Paid by Check #4307	06/16/2015	07/10/2015	07/10/2015		07/10/2015	59.26
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Vendor **235 - FERGUSON ENTERPRISES, INC.** Totals Invoices 1 \$59.26

Vendor 242 - Green Box Rentals, Inc.

34322	Monthly storage Rec Cneter	Paid by Check #4308	06/30/2015	07/10/2015	07/10/2015	07/06/2015	07/10/2015	70.69
34328	Monthly storage Vuich	Paid by Check #4308	06/30/2015	07/10/2015	07/10/2015	07/06/2015	07/10/2015	81.56

Vendor **242 - Green Box Rentals, Inc.** Totals Invoices 2 \$152.25

Vendor 379 - Guardian EMS Products

5609619	Supplies	Paid by Check #4309	07/01/2015	07/10/2015	07/10/2015		07/10/2015	1,160.81
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Vendor **379 - Guardian EMS Products** Totals Invoices 1 \$1,160.81

Vendor 174 - Howard's Pest Control

0237302	Fy 14-15 Pest control service 1/1/15	Paid by Check #4310	01/15/2015	07/10/2015	07/10/2015	07/06/2015	07/10/2015	43.00
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Vendor **174 - Howard's Pest Control** Totals Invoices 1 \$43.00

Vendor 43 - Jack's Refrigeration Inc.

16000	Acct ID 2464	Paid by Check #4311	06/22/2015	07/10/2015	07/10/2015		07/10/2015	146.00
16009	Acct ID 5152	Paid by Check #4311	06/22/2015	07/10/2015	07/10/2015		07/10/2015	65.35
16057	Acct ID 509	Paid by Check #4311	06/24/2015	07/10/2015	07/10/2015		07/10/2015	150.00
16084	Acct ID 509	Paid by Check #4311	06/26/2015	07/10/2015	07/10/2015		07/10/2015	757.49

Vendor **43 - Jack's Refrigeration Inc.** Totals Invoices 4 \$1,118.84

Vendor 6 - Jim Manning Dodge Inc.

129485DOR	PD 10	Paid by Check #4312	06/26/2015	07/10/2015	07/10/2015		07/10/2015	381.93
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Vendor **6 - Jim Manning Dodge Inc.** Totals Invoices 1 \$381.93

Vendor 107 - Johnson Heating & Air Conditioning

192	Ice Machine	Paid by Check #4313	06/05/2015	07/10/2015	07/10/2015		07/10/2015	231.00
193	Capt's AC	Paid by Check #4313	06/11/2015	07/10/2015	07/10/2015		07/10/2015	75.00

Vendor **107 - Johnson Heating & Air Conditioning** Totals Invoices 2 \$306.00



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Vendor 785 - Judicial Council of California		Paid by Check #4314	01/28/2014	07/10/2015	07/10/2015	07/10/2015	5,053.91
54A Q2 13	Shared costs FY 14/15						
		Vendor 785 - Judicial Council of California Totals			Invoices	1	<u>\$5,053.91</u>
Vendor 796 - L.N. Curtis & Sons		Paid by Check #4315	06/16/2015	07/10/2015	07/10/2015	07/10/2015	55.46
1352832-00	Shirt						
		Vendor 796 - L.N. Curtis & Sons Totals			Invoices	1	<u>\$55.46</u>
Vendor 871 - Dan Meinert		Paid by Check #4316	06/19/2015	07/03/2015	07/03/2015	07/10/2015	52.23
Exeter 6/19/15	TC Manager's Meeting						
		Vendor 871 - Dan Meinert Totals			Invoices	1	<u>\$52.23</u>
Vendor 160 - MidValley Publishing Inc.		Paid by Check #4317	06/24/2015	07/03/2015	07/03/2015	07/10/2015	25.00
6/24/15 15785	2015-16 Dinuba Sentinel Subscription (CM)						
0291813-IN	2015 Fireworks show ad week of 6/25/15	Paid by Check #4317	06/25/2015	07/10/2015	07/10/2015	07/07/2015	365.00
0291933-IN	2015 Fireworks show ad week of 7/2/15	Paid by Check #4317	07/02/2015	07/10/2015	07/10/2015	07/02/2015	365.00
		Vendor 160 - MidValley Publishing Inc. Totals			Invoices	3	<u>\$755.00</u>
Vendor 22 - Moore Twining Associates Inc.		Paid by Check #4318	06/18/2015	07/10/2015	07/10/2015	07/10/2015	35.00
5129118	WWTP - In house						
5129242	WWTP - Industrial	Paid by Check #4318	06/22/2015	07/10/2015	07/10/2015	07/10/2015	147.00
5129243	WWTP-In house	Paid by Check #4318	06/22/2015	07/10/2015	07/10/2015	07/10/2015	80.00
5129244	WWTP Industrial	Paid by Check #4318	06/22/2015	07/10/2015	07/10/2015	07/10/2015	147.00
5129286	Drinking Water Monitoring	Paid by Check #4318	06/23/2015	07/10/2015	07/10/2015	07/10/2015	98.00
5129358	Drinking Water Monitoring	Paid by Check #4318	06/24/2015	07/10/2015	07/10/2015	07/10/2015	98.00
5129575	Drinking Water Monitoring	Paid by Check #4318	06/30/2015	07/10/2015	07/10/2015	07/10/2015	188.00
		Vendor 22 - Moore Twining Associates Inc. Totals			Invoices	7	<u>\$793.00</u>
Vendor 88 - Municipal Maintenance Equipment Inc.		Paid by Check #4319	06/25/2015	07/10/2015	07/10/2015	07/10/2015	225.14
0101775-IN	U 04						
		Vendor 88 - Municipal Maintenance Equipment Inc. Totals			Invoices	1	<u>\$225.14</u>
Vendor 284 - MV Transportation, Inc.		Paid by Check #4320	07/01/2015	07/10/2015	07/10/2015	07/10/2015	39,143.01
61557	FY 2015						
		Vendor 284 - MV Transportation, Inc. Totals			Invoices	1	<u>\$39,143.01</u>
Vendor 392 - O'Reilly Auto Parts		Paid by Check #4321	05/29/2015	07/10/2015	07/10/2015	07/10/2015	3.07
3641-386809	Vehicles						
3641-387332	Vehicles	Paid by Check #4321	06/01/2015	07/10/2015	07/10/2015	07/10/2015	8.11
3641-387379	Vehicles	Paid by Check #4321	06/01/2015	07/10/2015	07/10/2015	07/10/2015	110.86
3641-387494	Vehicles	Paid by Check #4321	06/02/2015	07/10/2015	07/10/2015	07/10/2015	46.85



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Vendor 392 - O'Reilly Auto Parts

3641-387515	Vehicles	Paid by Check #4321	06/02/2015	07/10/2015	07/10/2015	07/10/2015	348.28
3641-387640	Vehicles	Paid by Check #4321	06/03/2015	07/10/2015	07/10/2015	07/10/2015	12.45
3641-387662	Vehicles	Paid by Check #4321	06/03/2015	07/10/2015	07/10/2015	07/10/2015	(13.05)
3641-388490	Vehicles	Paid by Check #4321	06/08/2015	07/10/2015	07/10/2015	07/10/2015	112.47
3641-388513	Vehicles	Paid by Check #4321	06/08/2015	07/10/2015	07/10/2015	07/10/2015	(110.86)
3641-388521	Vehicles	Paid by Check #4321	06/08/2015	07/10/2015	07/10/2015	07/10/2015	35.55
3641-388538	Vehicles	Paid by Check #4321	06/08/2015	07/10/2015	07/10/2015	07/10/2015	53.87
3641-388566	Vehicles	Paid by Check #4321	06/08/2015	07/10/2015	07/10/2015	07/10/2015	(34.22)
3641-388734	Vehicles	Paid by Check #4321	06/09/2015	07/10/2015	07/10/2015	07/10/2015	30.68
3641-388828	Vehicles	Paid by Check #4321	06/10/2015	07/10/2015	07/10/2015	07/10/2015	28.04
3641-388879	Vehicles	Paid by Check #4321	06/10/2015	07/10/2015	07/10/2015	07/10/2015	10.14
3641-388882	Vehicles	Paid by Check #4321	06/10/2015	07/10/2015	07/10/2015	07/10/2015	302.75
3641-388976	Vehicles	Paid by Check #4321	06/11/2015	07/10/2015	07/10/2015	07/10/2015	264.25
3641-389177	Vehicles	Paid by Check #4321	06/12/2015	07/10/2015	07/10/2015	07/10/2015	54.38
3641-389664	Vehicles	Paid by Check #4321	06/15/2015	07/10/2015	07/10/2015	07/10/2015	209.88
3641-389853	Vehicles	Paid by Check #4321	06/16/2015	07/10/2015	07/10/2015	07/10/2015	81.56
3641-390053	Vehicles	Paid by Check #4321	06/17/2015	07/10/2015	07/10/2015	07/10/2015	40.90
3641-390226	Vehicles	Paid by Check #4321	06/18/2015	07/10/2015	07/10/2015	07/10/2015	11.67
3641-390235	Vehicles	Paid by Check #4321	06/18/2015	07/10/2015	07/10/2015	07/10/2015	(152.49)
3641-390394	Vehicles	Paid by Check #4321	06/19/2015	07/10/2015	07/10/2015	07/10/2015	12.50
3641-390399	Vehicles	Paid by Check #4321	06/19/2015	07/10/2015	07/10/2015	07/10/2015	24.59
3641-391417	Vehicles	Paid by Check #4321	06/25/2015	07/10/2015	07/10/2015	07/10/2015	140.95
3641-391421	Vehicles	Paid by Check #4321	06/25/2015	07/10/2015	07/10/2015	07/10/2015	41.23
3641-391422	Vehicles	Paid by Check #4321	06/25/2015	07/10/2015	07/10/2015	07/10/2015	12.88
3641-391507	Vehicles	Paid by Check #4321	06/25/2015	07/10/2015	07/10/2015	07/10/2015	11.72
3641-391657	Vehicles	Paid by Check #4321	06/26/2015	07/10/2015	07/10/2015	07/10/2015	5.15
SC02383767	Late Payment Charges	Paid by Check #4321	06/28/2015	07/10/2015	07/10/2015	07/10/2015	19.91

Vendor **392 - O'Reilly Auto Parts** Totals Invoices 31 \$1,724.07

Vendor 142 - Office Depot BSD

775955524001	Office Supplies	Paid by Check #4322	06/16/2015	07/10/2015	07/10/2015	07/10/2015	36.67
775955844001	Office Supplies	Paid by Check #4322	06/16/2015	07/10/2015	07/10/2015	07/10/2015	27.70
775955845001	Office Supplies	Paid by Check #4322	06/16/2015	07/10/2015	07/10/2015	07/10/2015	14.34

Vendor **142 - Office Depot BSD** Totals Invoices 3 \$78.71

Vendor 938 - OMG National

N1021957	Sticker Badges	Paid by Check #4323	06/10/2015	07/10/2015	07/10/2015	07/10/2015	141.68
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Vendor **938 - OMG National** Totals Invoices 1 \$141.68

Vendor 76 - Pacific Gas & Electric

159468019566/29	Utilities	Paid by Check #4324	06/29/2015	07/10/2015	07/10/2015	07/10/2015	155.22
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Vendor **76 - Pacific Gas & Electric** Totals Invoices 1 \$155.22



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Vendor 582-16	534 - Papich Construction Co., Inc. FY 14/15 Papich Ave 416 Project	Paid by Check #4325	06/30/2015	07/10/2015	07/10/2015	07/10/2015	728,273.71
		Vendor 534 - Papich Construction Co., Inc. Totals			Invoices	1	<u>\$728,273.71</u>
Vendor 80417	368 - Professional Print & Mail, Inc. 2015-16 Qrtrly Newsletter Postage July-Sept.	Paid by Check #4326	06/26/2015	07/10/2015	07/10/2015	07/10/2015	840.00
		Vendor 368 - Professional Print & Mail, Inc. Totals			Invoices	1	<u>\$840.00</u>
Vendor 1486	268 - Public Works Marketing and Leasing Inc. Cust ID City of Dinuba05	Paid by Check #4327	06/01/2015	07/10/2015	07/10/2015	07/10/2015	1,228.88
		Vendor 268 - Public Works Marketing and Leasing Inc. Totals			Invoices	1	<u>\$1,228.88</u>
Vendor 80860	29 - Quad Knopf Inc. Wuad On call Planning	Paid by Check #4328	06/20/2015	07/10/2015	07/10/2015	07/10/2015	169.20
Vendor 80861	Quad WEB GIS	Paid by Check #4328	06/20/2015	07/10/2015	07/10/2015	07/10/2015	230.77
		Vendor 29 - Quad Knopf Inc. Totals			Invoices	2	<u>\$399.97</u>
Vendor 051023049	939 - Rain for Rent FY 14/15	Paid by Check #4329	05/26/2015	07/10/2015	07/10/2015	07/10/2015	7,302.98
Vendor 051023057	FY 14/15 Rain For Rent	Paid by Check #4329	05/26/2015	07/10/2015	07/10/2015	07/10/2015	1,870.80
		Vendor 939 - Rain for Rent Totals			Invoices	2	<u>\$9,173.78</u>
Vendor 501	532 - React Medical Training Cards	Paid by Check #4330	07/01/2015	07/10/2015	07/10/2015	07/10/2015	45.00
		Vendor 532 - React Medical Training Totals			Invoices	1	<u>\$45.00</u>
Vendor 88344	42 - Scout Specialties Water	Paid by Check #4331	06/22/2015	07/10/2015	07/10/2015	07/10/2015	7.92
Vendor 88357	Water Dept.	Paid by Check #4331	06/22/2015	07/10/2015	07/10/2015	07/10/2015	3.07
		Vendor 42 - Scout Specialties Totals			Invoices	2	<u>\$10.99</u>
Vendor 13A	464 - Sequoia Construction Company Sequoia Const. Dinuba Transit Center - Kings Air	Paid by Check #4332	06/15/2015	07/10/2015	07/10/2015	07/10/2015	11,081.25
		Vendor 464 - Sequoia Construction Company Totals			Invoices	1	<u>\$11,081.25</u>
Vendor 130240CT	61 - Silvas Oil Company Inc. June 2015	Paid by Check #4333	06/30/2015	07/10/2015	07/10/2015	07/10/2015	4,305.92
		Vendor 61 - Silvas Oil Company Inc. Totals			Invoices	1	<u>\$4,305.92</u>
Vendor 5080509 061115	431 - Sparkletts Acct# 28484075080509	Paid by Check #4334	06/11/2015	07/10/2015	07/10/2015	07/10/2015	38.77
		Vendor 431 - Sparkletts Totals			Invoices	1	<u>\$38.77</u>



Accounts Payable Invoice Report

Payment Date Range 07/05/15 - 07/10/15
 Report By Vendor - Invoice
 Summary Listing

Vendor 147 - Swanson-Farney Ford Sales 110812 M32	Paid by Check #4335	06/30/2015	07/10/2015	07/10/2015		07/10/2015	576.04
	Vendor 147 - Swanson-Farney Ford Sales Totals					Invoices 1	<u>\$576.04</u>
Vendor 301 - T&T Pavement Markings and Products 2015508 Receipt No. 21874	Paid by Check #4336	06/22/2015	07/10/2015	07/10/2015		07/10/2015	149.73
	Vendor 301 - T&T Pavement Markings and Products Totals					Invoices 1	<u>\$149.73</u>
Vendor 261 - Thyssenkrupp Elevator Corp. 3001901137 2015-16 Maint. Contr. 7/1 - 9/30/15	Paid by Check #4337	07/01/2015	07/10/2015	07/10/2015		07/10/2015	1,109.08
	Vendor 261 - Thyssenkrupp Elevator Corp. Totals					Invoices 1	<u>\$1,109.08</u>
Vendor 310 - Total Filtration Services, Inc. PSV1359963 Cust ID 19595	Paid by Check #4338	06/19/2015	07/10/2015	07/10/2015		07/10/2015	86.13
	Vendor 310 - Total Filtration Services, Inc. Totals					Invoices 1	<u>\$86.13</u>
Vendor 49 - Tulare County 2015/16 LAFCo LAFCo Costs FY 15/16	Paid by Check #4339	06/29/2015	07/10/2015	07/10/2015		07/10/2015	8,839.57
	Vendor 49 - Tulare County Totals					Invoices 1	<u>\$8,839.57</u>
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc 956 June 2015	Paid by Check #4340	07/01/2015	07/10/2015	07/10/2015		07/10/2015	6,047.35
	Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals					Invoices 1	<u>\$6,047.35</u>
Vendor 54 - Tulare County Economic Development 553 Economic Development Contribution	Paid by Check #4341	07/01/2015	07/10/2015	07/10/2015		07/10/2015	21,615.00
	Vendor 54 - Tulare County Economic Development Totals					Invoices 1	<u>\$21,615.00</u>
Vendor 440 - Tyco Intergrated Securtiy 24482815 Fy 15-16 quarterly billing-sportsplex (715-9/15)	Paid by Check #4342	06/06/2015	07/10/2015	07/10/2015	06/12/2015	07/10/2015	267.57
24501625 Fy 14-15 service call for sportsplex	Paid by Check #4342	06/18/2015	07/10/2015	07/10/2015	07/06/2015	07/10/2015	281.50
	Vendor 440 - Tyco Intergrated Securtiy Totals					Invoices 2	<u>\$549.07</u>
Vendor 58 - Underground Service Alert 15006006 Acct No. 115101	Paid by Check #4343	06/20/2015	07/10/2015	07/10/2015		07/10/2015	118.50
	Vendor 58 - Underground Service Alert Totals					Invoices 1	<u>\$118.50</u>
Vendor 273 - US Bank 281531483 July 2015	Paid by Check #4344	06/25/2015	07/10/2015	07/10/2015		07/10/2015	123.56
	Vendor 273 - US Bank Totals					Invoices 1	<u>\$123.56</u>



Accounts Payable Invoice Report

Payment Date Range 07/05/15 - 07/10/15
 Report By Vendor - Invoice
 Summary Listing

Vendor 354 - Verizon Wireless 9747753498	June 2015	Paid by Check #4345	06/22/2015	07/10/2015	07/10/2015		07/10/2015	40.03
		Vendor 354 - Verizon Wireless Totals			Invoices		1	<u>\$40.03</u>
Vendor 942 - Carlos Villanueva 071015	Fy 15-16 SNL-entertainment band for 7/10/15	Paid by Check #4346	07/07/2015	07/10/2015	07/10/2015	07/07/2015	07/10/2015	400.00
		Vendor 942 - Carlos Villanueva Totals			Invoices		1	<u>\$400.00</u>
Vendor 549 - Wal-Mart 2476 6/22/15	Supplies	Paid by Check #4347	06/22/2015	07/10/2015	07/10/2015		07/10/2015	1,258.72
		Vendor 549 - Wal-Mart Totals			Invoices		1	<u>\$1,258.72</u>
Vendor 738 - Wayne Perry Inc Mtr # 8410852	Construction Water Meter Rental Refund	Paid by Check #4348	07/02/2015	07/10/2015	07/10/2015		07/10/2015	262.12
		Vendor 738 - Wayne Perry Inc Totals			Invoices		1	<u>\$262.12</u>
Vendor 209 - Zweigle Septic Service 26698	Fy 14-15 Portable toilet rental cent/nebrska park	Paid by Check #4349	06/30/2015	07/10/2015	07/10/2015	07/06/2015	07/10/2015	890.00
		Vendor 209 - Zweigle Septic Service Totals			Invoices		1	<u>\$890.00</u>
		Grand Totals			Invoices		124	<u><u>\$863,630.79</u></u>



EUMSEONG COUNTY

173 Jungang-ro, Eumseong-eup Eumseong-gun,
Chungcheongbuk-do, Korea, 369-701
Tel : +82-43-871-3086 Mobile : +82-10-2630-2573

May 22, 2015

Dear Mayor Morales,

I want to thank you for your warm hospitality and friendship during our visit to your city.

I am delighted to confirm our trust and friendship as well as have an opportunity to understand each other better thanks to friendly conversations and exchanges during the visit.

I was also able to see the robust growth of agriculture and industries in Dinuba under your tremendous leadership and have no doubt that Dinuba will continue to grow and prosper under your guidance.

The fact that both cities made the friendship and exchange agreement during the visit and, in doing so, we could lay the foundation for partnership in the pursuit of mutual development and prosperity was a substantial achievement for both of us as well as an opportunity to meet expectations from our residents.

Based on the agreement, I will ensure that we will enjoy robust exchanges in many areas including economy, culture, and education and expect that our friendship will help open a bright future of friendship and cooperation in the coming years.

To repay your hospitality and strengthen our trust and friendship, I would like to invite you to our city this October. I sincerely hope to see you in our city.

I am looking forward to see you in the near future and wish you nothing but the best and good health and continual growth and prosperity of Dinuba.

Thank you very much.

Sincerely,

Lee Pil-young
Mayor of Eumseong County

Lee Pil Young



EUMSEONG COUNTY

173 Jungang-ro, Eumseong-eup Eumseong-gun,
Chungcheongbuk-do, Korea, 369-701
Tel : +82-43-871-3086 Mobile : +82-10-2630-2573

존경하는 Emilio Morales 시장님께

금번 귀시 방문 기간 중 시장님께서 배풀어 주신 환대와 후의에 깊은 감사의 인사를 드립니다.

금번 방문을 통해 화기애애한 분위기에서 유익하고 허심탄회한 대화를 나눔으로써 시장님과 신뢰와 우의를 다지고 서로에 대한 이해와 인식의 폭을 넓힐 수 있게 된 것을 큰 보람으로 생각하고 있습니다.

또한 시장님의 탁월한 리더십 하에 다뉴바시가 농업 및 각종 산업 분야에서 활발히 성장하고 있음을 직접 확인할 수 있었으며, 앞으로도 지속적인 발전을 이룩할 것이라 확신하였습니다.

금번 방문을 통해 다뉴바시와 음성군이 우호 교류 의향서에 조인하고, 양 지역이 진정한 이웃으로서 상호 발전과 번영을 추구하는 동반자 관계를 구축기로 합의한 것은 양 지역 주민들의 기대에 부응하는 매우 큰 성과였다고 생각합니다.

시장님과 합의한 우호 교류 의향서를 바탕으로 경제, 문화, 교육 등 각종 교류 사업을 성실히 추진하여, 밝고 희망찬 우호와 협력의 미래가 활짝 열리기를 기대하며 최선의 노력을 다하겠습니다.

또한 금번 방문 중 배풀어 주신 호의에 보답하고 신뢰와 우의를 더욱 돈독하게 다지기 위해 금년 10 월 시장님을 우리군에 초대하고자 합니다. 양 지역의 관계가 더욱 가까워질 수 있도록 우리군을 꼭 방문하여 주시길 바랍니다.

가까운 시일 내에 다시 뵙게 되기를 고대하면서, 시장님의 안녕과 다뉴바시의 무궁한 발전을 기원합니다.

2015. 5. 22.

대한민국 충청북도 음성군수 이 필 용

July 2, 2015

CITY OF DINUBA COMMISSIONS WITH VACANCIES

COMMISSION / MEMBERS APPOINTMENT DATE EXPIRATION DATE

Dinuba Economic Development Commission: Must be a registered voter, at least 18 years old, with a primary economic interest in the Dinuba business community and should represent at least one of these but not be limited to, banking, real estate, commercial businesses, industrial businesses, job developers, not-for-profit organizations, educators, transportation and energy providers and agriculture.

Barbara Thiesen	04/2014	12/2016	Not by District
Sandy Sills	04/2014	12/2016	
Robert Rocca	04/2014	12/2015	
Rosa Areguin	03/2015	12/2017	
Art Pena	03/2015	12/2017	
Ramon Rivera	04/2014	12/2015	
Dan Meinert	04/2014	12/2016	
Trinidad Rodriguez	04/2014	12/2015	

Vacancy

Historic Preservation Commission: Must be a registered voter, at least 18 years old, may be a lay person and/or those who have demonstrated interest, competence or knowledge in historic preservation. The Commission is comprised of 2 at-large seats, 4 seats from the Alta Historic District, and 1 city staff member.

Bob Raison	05/2013	12/2015	ADHS
Ron Gerstenberg	01/2015	12/2017	ADHS
Nancy Hoyt	01/2015	12/2017	ADHS
Joe Morgan	11/2012	12/2015	ADHS
Jesus Pelayo	01/2015	12/2015	at-large
Sandy Sills	12/2012	12/2015	at-large Resigned
Dean Uota			staff member

Parks & Community Services & Pro-Youth Commission: Must be a registered voter, at least 18 years old and a resident of Dinuba.

Danny Delgado	01/2013	12/2015	District 1
Valyn Kandarian	01/2013	12/2016	District 2
Mark Carrion	01/2013	12/2016	District 4
Linda Launer	01/2013	12/2015	District 5
Kathy Lamb	01/2013	12/2016	at-large

Vacancy

at-large

Vacancy

District 3

COMMISSION / MEMBERS APPOINTMENT DATE EXPIRATION DATE

Planning Commission: Must be a registered voter, at least 18 years old and reside within the Council District they represent.

Fernando Munoz	01/2014	12/2016	District 1
Thatcher Wong	12/2012	12/2015	District 2
Ed Smither	01/2014	12/2016	District 3
Rick Olesky	12/2012	12/2015	District 4
Tim Conklin	02/2015	12/2015	District 5

Measure F Citizens Oversight Commission (To be abolished): Must be a registered voter, at least 18 years old and a resident within the City of Dinuba.

Armando Longoria	01/2010	01/2013	District 3
Carol Kney	12/2011	12/2014	District 4
Nancy McKittrick	10/2012	12/2015	District 5
Jim Lamb	12/2008	12/2011	at large
Pablo Contreras	01/2010	01/2013	at large
Vacancy			District 1
Vacancy			District 2

Police Advisory Commission (To be abolished): Must be a registered voter, at least 18 years old and a resident of Dinuba.

Pablo Contreras	02/2015	09/2016	at-large
Salvador Medina	09/2014	09/2017	District 1
Raymond Millard	09/2014	09/2017	District 3
Fernie Cuevas	01/2015	09/2016	District 3
Ronald Olivero	02/2015	09/2016	District 5
Pablo Contreras Jr.	01/2015	09/2017	at-large
Six Vacancies			

(New) Public Safety Commission (Consolidates Measure F COC and Police Advisory Commission): Seven members, five of which must be a registered voter, at least 18 years old and reside within the Council District they represent and two of which at to be “at large” and reside outside the City but within the DUSD boundary.

All to be appointed



City Council Report

City Council Meeting: July 14, 2015
Department: City Manager's Office

To: Luis Patlan, City Manager

From: Dan Meinert, Interim City Manager
Ph: 559.591.5900
Email: dmeinert@dinuba.ca.gov

Subject: Letter of Opposition, AB 1217

RECOMMENDED ACTION

It is requested, that the City Council authorize the Mayor to sign a letter of opposition to AB 1217 (Daly) following their review of the issues and the attached draft letter.

BACKGROUND

AB 1217 (Daly), in its present form, would set a state-wide precedent that would fundamentally change how and when Joint Powers Authorities (JPAs) are established, structured and administered. This specific bill is focused on the formation of the Orange County Fire Authority but, if passed would change aspects of state law that essentially usurp local authority to enter into JPAs and may "gut" existing JPAs the City currently has in place. This bill is strongly opposed by the League of California Cities.

DISCUSSION

At my request, the City Attorney researched the bill and located the League's analysis of current law and their position on the bill:

Current law on this matter is very clear. Joint powers authorities are by definition an expression of local government in which two or more local public agencies are authorized to enter into an agreement to jointly exercise any power common to the voluntarily contracting parties for a mutually agreed upon purpose. The very essence of such entities is local control. Their governance structure is decided upon by the local agency member participants as part of the voluntary formation agreement among the participating local agencies. Should disputes subsequently arise about that governance structure or any other aspect of this voluntary agreement, mechanisms are provided under existing law to resolve them at the local level. Moreover, there are also clear provisions in this and other instances for any of the cooperating parties to withdraw from such voluntary agreements if they disagree with the governance or any other aspect of the agreement.

AB 1217 is a profoundly disturbing precedent in attempting to undermine provisions of existing law and unilaterally overrule a locally agreed upon governance structure that is part of the valid and voluntary formation agreement of a joint powers authority – an entity that by definition has no relation to matters of statewide concern. This is a local matter best resolved at the local government level. State intervention in such a matter is therefore unjustified.

Based on the current law, the likely affect it would have on the City's ability to form and participate in JPAs and the League's position on this bill, it is requested that the City Council authorize the Mayor to sign a letter of opposition to this bill.

FINANCIAL IMPACT

There is no fiscal impact to the City of this action.

[City Letterhead]

July 15, 2015

The Honorable Tom Daly
California State Assembly
State Capitol Building, Room 3126
Sacramento, CA 95814

RE: AB 1217 (Daly), Notice of Opposition

Dear Assembly Member Daly:

The City of Dinuba respectfully opposes Assembly Bill 1217.

This bill would be an assault on local control. It would intervene, without justification, in a purely local matter affecting the governance of a local agency. This bill would alter the governance structure of a locally-created joint powers authorities formed by local governments pursuant to the Government Code. This measure invokes a core issue for all California cities: the preservation of local control.

Current law on this matter is very clear. Joint powers authorities are by definition an expression of local government in which two or more local public agencies are authorized to enter into an agreement to jointly exercise any power common to the contracting parties for a mutually agreed upon purpose. Their governance structure is decided upon by the local agency member participants as part of the formation agreement among the participating local agencies. Should disputes subsequently arise about that governance structure or any other aspect of this agreement, mechanisms are provided under existing law to resolve them at the local level. Moreover, there are also clear provisions in this and other instances for any of the cooperating parties to withdraw from such agreements if they disagree with the governance or any other aspect of the agreement.

AB 1217 would undermine provisions of existing law and unilaterally overrule a locally agreed upon governance structure that is part of the valid formation agreement of a joint powers authority – an entity that by definition has no relation to matters of statewide concern. This is a local matter best resolved at the local government level. State intervention is unnecessary and unjustified.

For these reasons, the City of Dinuba respectfully opposes this legislation.

Sincerely,

Emilio Morales, Mayor

CC: Assembly Member Mathis and Senator Vidak



City Council Report

City Council Meeting: July 14, 2015
Department: City Manager's Office

To: Luis Patlan, City Manager

From: Dan Meinert, Interim City Manager
Ph: 559.591.5900
Email: dmeinert@dinuba.ca.gov

Subject: Letter of Support, AB 1135 (Perea), Kings River East Groundwater Sustainability Agency

RECOMMENDED ACTION

Attached is a letter of support for AB 1135 (Perea), Kings River East Groundwater Sustainability Agency signed by the Mayor and sent to the Senate Water and Natural Resources Committee on July 2.

BACKGROUND

Upon action of the City Council in March 2015, the City was authorized to enter into a JPA with Alta Irrigation District, City of Reedley, City of Orange Cove, Fresno County, Tulare County and number of special districts in the Alta District to form a groundwater sustainability agency (GSA), the purpose of which is to comply with State law to more effectively manage regional groundwater resources. To support this effort, Assembly Member Perea has carried a bill (AB 1135).

DISCUSSION

The City has participated in the discussions regarding the formation of the Kings River East GSA since February 2015. In short the City of Dinuba and the participating agencies in this process have a vested interest in the formation of this GSA as it will allow this region to balance its water resources effectively with the goal of achieving a net "zero" reduction of groundwater resources within the GSA, which is the objective of the State law.

FINANCIAL IMPACT

There is no fiscal impact to the City regarding this action to support this legislation.



City Manager's Office
559/591-5904

Development Services
559/591-5906

Parks & Community Services
559/591-5940

City Attorney
559/437-1770

Public Works Services
559/591-5924

Fire/Ambulance Services
559/591-5931

Administrative Services
559/591-5900

Engineering Services
559/591-5924

Police Services
559/591-5914

July 2, 2015

Honorable Fran Pavley
Chairwoman, Senate Natural Resources and Water Committee
State Capitol
Room 5108
Sacramento, CA 95814

Re: Support for AB 1135 (Perea), Kings River East Groundwater Sustainability Agency

Dear Senator Pavley:

The City of Dinuba has been involved in a collaborative process to determine how irrigation districts, cities, counties, public utility districts, agriculture and disadvantaged communities can work together to develop a groundwater sustainability agency. It is the intent of all the interested parties to willingly work cooperatively to solve groundwater issues in our region and to develop the governance structure that will facilitate implementing a groundwater sustainability plan. As a result of the foregoing, the City of Dinuba hereby supports AB 1135 (Perea), Kings River East Groundwater Sustainability Agency formation.

Sincerely,

Emilio Morales, Mayor
City of Dinuba

cc: Todd Moffitt, Republican Fiscal and Policy Office
Assembly Member Mathis
Senator Vidak



City Council Report

City Council Meeting: July 14, 2015

Department: City Manager's Office

To: Luis Patlan, City Manager

From: Dan Meinert
Ph: 559.591.5900
Email: dmeinert@dinuba.ca.gov

Subject: Request to Purchase Property at Tax Sale Auction, 273 N Perry Avenue,
APN 014-171-002-000

RECOMMENDED ACTION

It is requested that the City council authorize staff to submit a bid to acquire the above property at a Tulare County Tax Sale auction.

BACKGROUND

Tulare County notified the City in May that the property in question is \$9,600 in arrears with the payment of property taxes. The owners of record are Emilio and Maria Reymundo. The residence on the property was severely damaged by fire several years ago and then abandoned at some point by the owners of record. The City of Dinuba had taken action to demolish the residence and clear the property and then placed a demolition and clean up lien on the property, which is on the order of \$30,000. The underlying zoning on the property is RCO (Resource, Conservation and Open Space) and was so zoned with the intention of expanding Vuich Park. The City of Dinuba owns the properties that adjoin this property to its immediate north and south. It has been the City's plan to acquire all properties on the west side of 100 and 200 N Perry to replace park property that will be needed for the eventual widening of East El Monte. Approximately 30,000 square feet of El Monte Way frontage along the park property will be needed for the street widening project. Based on the mitigation measure contained in the environmental document for project, the right-of-way take at Vuich Park will need to be replaced on a 2:1 basis equaling 60,000 square feet, which is essentially the entire block face of the west side of 100 and 200 N Perry.

DISCUSSION

With City Council's authorization, staff will prepare the necessary documents needed for the tax sale and then place a bid with the Tulare County Tax Assessor at the tax auction on August 10, 2015. Assuming that the City is the successful bidder, the City will become the owner of the property. If not, the City will have to negotiate the purchase of the property from the successful bidder and the take

steps to foreclose on the demolition lien. It should be noted that the property is zoned RCO and any future use of the parcel must be consistent with the uses permitted in this zone district.

FINANCIAL IMPACT

The financial impact of this action is to authorize the expenditure of \$9,600, more or less, as well as the necessary staff time to acquire this property at a Tulare County Tax Sale auction. If the City is successful in acquiring the property at the tax sale auction the demolition and clean-up lien on the property will be forfeited.



City Council Report

City Council Meeting: July 14, 2015

Department: Public Works

To: Luis Patlan, City Manager

From: Dean K. Uota P.E., City Engineer
Ph: 559.591.5924
Email: duota@dinuba.ca.gov

Subject: Request for Proposals (RFP) for Ridge Creek Master Planned Community Development Sites Selection Process Update

RECOMMENDED ACTION

Pursuant to the City's receipt of the one responsive proposal, it is Staff's recommendation that the City Council reject the non-responsive proposal and direct Staff to issue a Negotiation Letter to the responsive Applicant, Ridge Creek Ranch Partners, LLC.

BACKGROUND

- This Project is located adjacent to the Ridge Creek Golf Course and was previously approved as the Ridge Creek Vesting Tentative Subdivision Map (TSM) by Planning Commission Resolution No. 870 on October 3, 2006 and by City Council Resolution 2006-107 on October 10, 2006.
- The Project as previously approved is zoned R-1-6 Planned Unit Development (PUD) with a General Plan designation of Median Density Residential that allows up to 7.5 units per gross acre. At 7.5 units per gross acre, the zoning could potentially allow a total of 600 single-family residential units if the site were developed to its full utilization.
- Application 2013-11 was submitted by Ridge Creek Ranch Partners, LLC for a revised Vesting Tentative Subdivision, Ridge Creek Ranch which includes two of the three communities previously approved as Ridge Creek Subdivision. Those two communities are the "Village" and the "Estates" located, respectively at the northeast and southwest quadrants of the Ridge Creek property. The revised TSM has changed the "Village" community from a proposed townhouse development (for which there is no apparent current market demand) to a single-family subdivision with slightly different street configuration; the number of proposed lots has been reduced from 73 lots to 56 lots. The "Estates" community has been revised to include a gated community within a portion of the formerly planned "Estates" community; the number of proposed lots has been increased from 103 lots to 114 lots.
- At their September 3, 2013 meeting, the Planning Commission approved Resolution No. 996 recommending that the City Council approve Application 2013-11.

- At their September 24, 2013 meeting, the City Council conducted a public hearing and adopted Resolution No. 2013-28, approving a recommendation by the Planning Commission to revise the previously approved Ridge Creek Subdivision and Ridge Creek Design Guidelines, including changing the lot configuration from 185 to 170 lots, as the Ridge Creek Ranch Subdivision.
- In December, 2014, the City Council terminated its negotiations with Ridge Creek Ranch Partners, LLC and directed Staff to issue a Request for Proposals (RFP) to qualified local Developers/Builders.
- A RFP was issued Effective April 9, 2014 with a submittal deadline of May 25, 2015; this date was revised via Addendum to June 8, 2015.
- Two (2) proposals were received on June 8, 2015. One responsive proposal from Ridge Creek Ranch Partners, LLC (Mark Davis, Managing Partner) and a second non-responsive proposal from AGC Group.

DISCUSSION

- At its December, 2014 meeting, the Council indicated that the residential market appeared to be recovering and that experienced local Valley based Developers/Builders (particulary those from the Fresno/Clovis market who previously showed interest in the Project) should be contacted to advise them of the availability of the Project.
- A Proposal Review Committee consisting of the Assistant City Manager, Public Works Director, City Engineer and an outside public agency representative was planned for review of proposals received and to provide preliminary scoring. However, the receipt of only one responsive proposal makes this planned review unnecessary.
- Selection of a Applicant/Developer under this RFP means only that the City will commence negotiations with such Applicant regarding the proposal for the Site(s). Upon such selection, the City will send a Negotiation Letter to the Developer(s) regarding the commencement of negotiations. The Negotiation Letter will set forth certain required Applicant provided information (including, but not limited to, requests for submittal of detailed financial and builder experience documentation) regarding the Development and procedures that will form the basis for such negotiation. The Negotiation Letter will include a development schedule setting out the major actions and timeframes necessary to accomplish the filing of a final map(s) for the Site(s).
- The selected Applicant(s) must begin the pre-development work within thirty (30) days from the date of the Negotiation Letter. The Applicant(s) must commence construction of the residential units of the Site(s) no later than twelve (12) months from the date of the Negotiation Letter. The maximum pre-development timetable shall not exceed twelve (12) months from the date of the Negotiation Letter, except in extraordinary circumstances under which the City determine the Developer(s) may require longer timetables.

- This RFP does not represent any obligation or agreement whatsoever on the part of the City. Any obligation or agreement on the part of City may only be incurred after the City and the Developer enter into a written agreement approved by the Council. The City is under no legal obligation to convey the Site(s) through a competitive process. The City may use the proposal submitted pursuant to this RFP as a basis for negotiation with the Applicant as City deems appropriate. The City may reject at any time, any or all proposals, amend or withdraw this RFP in whole or in part, negotiate with one or more Applicants, and/or negotiate and dispose of the Sites on terms other than those set forth herein (including to parties other than those responding to this RFP). City may also, at any time, waive compliance with, or change any of the terms and conditions of this RFP in whole or in part, entertain modifications or additions to selected proposals, or withdraw or add individual sites or parcels from or to this RFP.
- Both proposals will be made available to the City Council for their review.

FINANCIAL IMPACT

There are limited (City Attorney due diligence efforts) financial impacts associated with the subject RFP process.

RIDGE CREEK RANCH PARTNERS, LLC

Golf Estates and Villas at Ridge Creek G.C.

www.homesatridgecreek.net

Rec'd
6-8-15
@
12:25 PM

June 4, 2015

Honorable Mayor and City Council
City of Dinuba
405 East El Monte Way
Dinuba, CA 93618

Request For Proposals: Ridge Creek Master Planned Community Development Sites.

Dear Mayor Morales and Council Members:

Ridge Creek Ranch Partners, LLC is pleased to formally respond to the City of Dinuba's request for proposals regarding the Ridge Creek Master Planned Community Development Sites.

Our proposal is uniquely tailored to the City's request parameters in that we initially proposed the revised and approved tentative map in order to build the housing products that are described in the RFP Addendum #2. Our engineering, design and marketing efforts (see www.homesatridgecreek.net) have all been geared to higher end semi-custom and custom housing products that are not currently available in Dinuba and will take advantage of the location and amenities that the site provides.

Most importantly, we are prepared to move in a matter of weeks from close of escrow to the start of construction. Upon the opening of escrow, we are prepared to deliver for City approval, Final Maps, Civil and Landscape plans for the site. The only remaining permits to be secured prior to the start of construction are SWPPP and Air Pollution.

We are proposing to build one-hundred seventy-two (172) homes in total. One-hundred-seventeen (117) homes will be semi-custom Craftsman style Golf Villa Models ranging in size from 1,800 sq. ft. to 2,700 sq. ft. (8 different models) on lots ranging from 6,000 to 10,000+ sq. ft. A gated-community of fifty-five (55) custom homes (Golf Estates) will be constructed on lots ranging from 10,000 sq. ft. to 33,000 sq. ft. These homes will range from 3,000 sq. ft. upwards depending on the desires of the buyer and the coverage ratio for the respective lot. These homes too will represent the Craftsman architectural style.

Our initial pricing for the semi-custom homes will initially range from \$299,900 to \$525,000. Custom home will range from approximately \$750,000 upward depending on size and amenities.

Many of the semi-custom lots and models will offer casitas as add-ons. All of the custom lots will have this amenity. As a marketing inducement for all homes sold at Ridge Creek, a one – year family golf membership to the Ridge Creek Golf Club will be included in every purchase. Participating Realtors have indicated that significant interest has been built in anticipation of the housing product that we are planning to deliver and that robust interest lists are developing. We know that there is no competition within a three county area and we know that we can deliver high end products and amenities at very competitive pricing. We also have identified exclusive brokerages in San Jose, Portland, Oregon and the L.A. basin that will be selling our homes in their respective markets.

As stated earlier, we are uniquely positioned to move ahead quickly with the start of construction upon the close of escrow. Given the work completed to date, our proposal sets out a 45 day escrow for the purchase of the site. Using this benchmark, we anticipate a start of infrastructure construction in early August pending receipt of SWPPP and Air Pollution permits.

Our vision for the Ridge Creek project has always included the potential for including destination location components to the site to enhance the lifestyle experience and increase the visibility and economic vitality of the City. We view the development of a destination hotel, athletic club and the development of a luxury RV resort as critical to create a total development and economic package. Our financial partners are very keen on having us pursue these components in

concert with the housing. As such, we are proposing that upon the start of infrastructure construction, the City negotiate terms of an option agreement for control of the respective properties similar to the option contained in the attached Purchase and Sale agreement. We would propose that a Memorandum of Understanding signed by both parties be recorded and placed into escrow.

We are also proposing that in light of the City's consideration of a new site impact fee structure and what is believed to be a potential benefit to all of the Ridge Creek components, that application of the new impact fee structure be applied to the Ridge Creek project via the Development Agreement process.

As part of our package, we are including the following for review:

- The approved tentative Map
- Draft Final Map ready for submission
- Full Set & Redlined Civil Drawings (Final ready for submission)
- Submitted Landscape Plan (Final ready for submission)
- Proposed all - inclusive Purchase and Sale Agreement in the amount of \$883,745. Pursuant to the enclosed PSA
- Submitted technical exhibits A & B relating final map fee payments
- A schedule for infrastructure construction
- A draft construction contract
- Preliminary elevations and floor plans
- A projected project schedule for infrastructure and home construction
- A statement of opinion from our preferred lender as to the absorption rate that we should expect during the build out

Our team is anxious to begin. To that end we would expect to have the elevations, floor plans and construction drawings ready for submittal approximately 90 days from the opening of escrow.

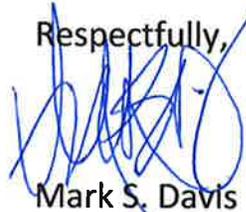
We anticipate being able to begin both model and home construction in November 2015. It should be noted, that due to the design guidelines, the maintenance of quality control and our desire to offer significant options to base models, we will only be constructing homes on a pre-sold basis.

We expect pre-development interest to equate to an initial surge of 12-15 homes. Subsequently, we are expecting an absorption rate of 5-6 homes per month in the semi-customs and an approximate sale rate of 1.5 per month on average in gated custom community. Given this schedule and the current market, it is not unrealistic to envision the start of phase 2 infrastructure in the mid-fall of 2016.

We are confident that we can meet and exceed the expectations outlined in your RFP. We have assembled a professional team of the valley's best professionals collectively bringing dozens of years of residential development experience to this project. Our proposed project has also stirred the excitement and interest of prospective buyers far outside the normal market area for a residential project. As we have said before, this is a project that all team members want to point to with pride when it is complete. We also want the community to feel that pride as well.

Thank you for considering our proposal.

Respectfully,



Mark S. Davis

Managing Partner

831-818-6278
1510 Sonny's Way, Hollister, CA 95023

fax: 831-634-1377
msdco@charter.net

ENCLOSURES

PROJECT SUMMARY –DEVELOPMENT TIMELINE

PROJECT TEAM MEMBERS

RIDGE CREEK RANCH PARTNERS

MARK S. DAVIS, VITAE

RAVA PROPERTY GROUP – CUSTOM HOMES

APPROVED TENTATIVE MAP

FINAL MAP FOR SUBMISSION

RIDGE CREEK PRELIMINARY ELEVATIONS AND FLOORPLANS

RIDGE CREEK PURCHASE AND SALE AGREEMENT

PHASE 1 INFRASTRUCTURE, CONTRACT, ESTIMATE, CASH FLOW

PROJECTED ABSORPTION RATE FOR RIDGE CREEK

SIGNED ADDENDA (#'S 1&2)

CD-ROM. FULL SET CIVIL DRAWINGS, REDLINE CIVIL DRAWINGS, LANDSCAPE PLANS

RIDGE CREEK RANCH PARTNERS, LLC

Golf Estates and Villas at Ridge Creek G.C.

www.homesatridgecreek.net

Project Summary

The tentative map approved project includes 117 semi-custom homes and 55 custom homes to be located in a separate gated community (172 Total).

- **Semi –custom homes (Villas) will be sized from 1,800 sq. ft. to 2,700 sq. ft.**
- **There will be 8 models single and two-story.**
- **Initial pricing will range from \$299,900 to the low \$500's.**
- **Homes will be constructed on a pre-sold basis.**
- **Most semi-custom and all custom models will include a casita option/upgrade.**
- **No lots will be sold.**
- **The Estates gated community will be comprised of 55 custom homes sized from a minimum 3,000 sq. ft. to a maximum 50% coverage depending on lot size.**
- **All homes, in accordance with design guidelines will reflect craftsman style design.**
- **Phase 1 will consist of 92 semi-custom and 23 Custom homes**
- **Model homes will be constructed in both the Villas and Estates neighborhoods with separate design centers for upgrades and options.**
- **Anticipated build-out for Phase 1 18-24 months Based on interest lists we expect an initial construction start of 15-18 homes and an absorption rate of 5-7 per month.**

Project Timing:

***Assuming forty-five day close of escrow.**

- **Infrastructure start mid-August '15**
- **Model home Villas start October '15**
- **Pre-sold Home Villas start November '15**
- **Estates custom model start November '15**
- **Estates custom home construction start February '16**
- **Phase 1 infrastructure completion June '16**
- **Start phase 2 infrastructure – July '16**

Project Team

- **Developer – Ridge Creek Ranch Partners, LLC**
- **Real Estate – Ridge Creek Ranch Real Estate.**
- **Home Construction – We are partnering with Fresno based RAVA Property Group (www.ravapropertygroup.com) to create a construction entity singularly focused on semi-custom and custom homes at Ridge Creek.**
- **Civil Engineer – 4 Creeks, Visalia**
- **Civil Contractor – 4 Creeks Global, Visalia**
- **Marketing/Advertising – The Lockwood Agency, Visalia**
 - **Related past/present clients – Mangano Homes, McMillin, Wathan-Costano**
- **Architecture – Stan Canby (Teter Engineering and Architecture) Fresno/Visalia**
- **Preferred Lender – First Capital Group, Visalia**
- **Legal - Inman Law Group (HOA,CCR's), Sacramento**
- **Legal - Michael Slater, Powell & Pool, LLP Real Estate, Land Use, Fresno Related Clients – Lennar, Wathan-Costano**
- **Project Financing, Acorn Capital, Santa Rosa, CA**
- **Construction Financing, Acorn Capital, Santa Rosa, CA**
- **Construction Drawings – The Drawing Board, Visalia**
- **BRE Liaison – California Builders Services, Fresno**

Ridge Creek Ranch Partners, LLC

Mark S. Davis, Managing Partner (see attached vitae)
Hollister, CA BRE Broker # 01262892

John Hedlund, Investor, Residential Developer, Franchise
Owner.
Lake Oswego, OR

Ray Gill, Investor, Developer, Broker, Custom/Semi-Custom
Builder. CSLB # 873213 BRE Broker # 01965903
Fresno, CA

MARK S. DAVIS

Prior to relocating to Central California from Portland, Oregon in 1989, Mr. Davis was involved in a variety of political and real estate endeavors as a member of the Hedlund Co., a Consulting and Brokerage firm specializing in historic conversions, commercial revitalization and off-shore financing.

Before joining the Hedlund Co., in 1986, Mr. Davis served several of Portland's Mayors in various capacities including Special Assistant to the Mayor for Downtown Planning and Development, Director of the Bureau of Community Development, and Director of Special Projects and Housing, respectively, for the Portland Development Commission. Mr. Davis also served as an assistant for legislative affairs, to Governor Bob Straub, prior to joining the City of Portland in 1977.

Mr. Davis attended the College of Wooster, Wooster, Ohio, and received a BA in History and Sociology. He also received a Masters Degree from the Geo. Atkinson School of Business/Management at Willamette University in Salem, Oregon.

The M.S. Davis Co. was founded in 1990, to provide real estate, development coordination, financing, acquisition and consulting services to investor/owners, corporations, municipal governments and non-profit corporations. Since its inception, the firm has secured and managed over \$75 million in specialized Economic Development Administration funding for a public project portfolio in excess of \$250 million. In addition to the value-added work in which the Company has participated, the Company also provides fee development/management services, site location, acquisition/disposition, redevelopment/economic development consulting and a full range of brokerage-services to public and private clients.

In 2000, Mr. Davis founded Wooster Financial Inc. in order to adapt to a changing marketplace.

Much of the Company's activities have taken place in the Central Coast. The firm has funded and developed projects in Watsonville (Parking Structure, Wastewater Expansion, Cabrillo College Expansion), Hollister (Sewer Construction, Parking Structure, Incubator Feasibility Study), Scotts Valley (Wastewater Expansion, Scotts Valley Drive), San Jose (Center for Employment Training, Facility Renovation) and Dinuba (Vocational Training Facility Project Packaging and Funding), Visalia (Infrastructure Development, Parking Structure Funding), Dole Fresh Foods (site location/funding), and a strategic \$10 million property disposition, brokerage of a \$3.2 million new construction theater complex and is currently managing \$10 million in marina-based commercial development (Moss Landing Harbor District) as a representative sampling.

In 2000, Mr. Davis began a relationship with the City of Dinuba, CA. In addition to the projects itemized above, he was involved in the planning and development of the John Fought designed Ridge Creek Golf Club. The overall strategy included the

development of an 18 hole heathland style golf course, clubhouse and pro shop facilities and plans for future housing and hotel facilities. In 2013, under the auspices of Ridge Creek Ranch Partners, LLC, Mr. Davis began to work with the City of Dinuba in earnest to realize the now called Golf Villas and Estates at Ridge Creek Golf Club Project. The newly approved tentative map calls for the development of 172 homes both custom and semi-custom homes along with the development of a 125 room boutique hotel/athletic club located on-site. Additionally, a 150 hook-up luxury RV resort is planned for an adjacent site.

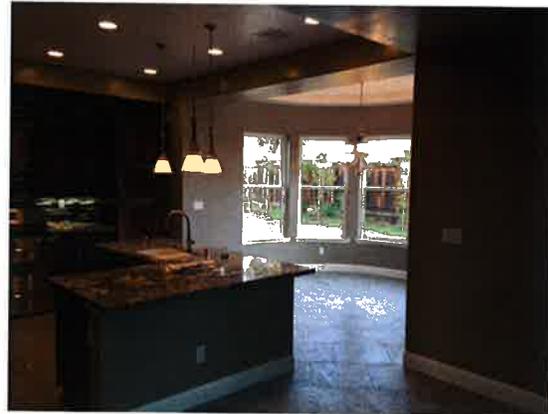
Mr. Davis served as President of the Board and CEO of Ridgemark Golf & Country Club for two years. While serving in that capacity, Mr. Davis worked with John Fought in the development of a 27 hole, Residential, Hotel and Resort Project.

BRE Broker # 01262892

2075 Austin Avenue, Clovis, CA 93611

Beautiful brand new 3500 sq. ft. home on a 9600 sq. ft. lot located in a Clovis cul-de-sac. This home features custom tile work throughout including floor to ceiling tile showers. The rear yard is large enough for a pool, hot tub, or to create your own outdoor paradise. Utilities are stubbed to the rear for an optional outdoor BBQ. The family room features a beautiful floor to ceiling rock fireplace. The home has genuine hardwood floors throughout. The kitchen features two ovens, built in wine cabinet, a bar sink, 5 burner stove, pot filler, under cabinet lighting and granite countertops. Master bedroom features a large balcony and his and her walk in closets. Tank less water heaters, upgraded landscaping, extra storage space in garage, ADT alarm and pre wired for surround sound and solar. Easy access to 180 & 168 and minutes away from Sierra Vista mall.

\$649,000.00



Features:

- Prime location in the heart of Clovis with easy access to commuter routes, shopping, services, and highly acclaimed Clovis schools.
- Ceiling fans in all rooms
- 9 foot ceilings on second floor
- 10 foot ceiling on main floor
- 8 foot interior doors
- Genuine Garrison hardwood flooring in living, dining, family and hallways
- 20 x 20 tile in kitchen and laundry
- 5 ¼ inch baseboard throughout
- Luxurious thick carpeting in all bedrooms
- Master bathroom features a spacious walk in shower and two large walk in closets
- Dual sinks in master bathroom
- Kohler toilets with self- closing seats
- Separate toilet in master bathroom for privacy
- 12 x 24 tile in master bathroom
- Ganashe polished granite counter tops throughout
- Stainless steel Frigidaire Professional energy efficient appliances
- Contemporary ceiling pot lighting in kitchen
- Custom backsplash in kitchen
- Kitchen hood vented to the outside for increased ventilation
- Kohler cast iron kitchen sink
- USB ports in kitchen
- Under cabinet kitchen lights
- 36" upper cabinets
- Pot filler in kitchen
- Hand troweled interior wall texture
- Distinctive rounded wall corners
- Upgraded thermostats
- ADT alarm and pre wired for surround sound and solar.
- Electrical plugs under eaves
- Hand textured 3 car garage
- Carriage style garage doors
- Secondary fridge hook up in garage
- Tankless water heaters
- Dual A/C systems
- Professionally landscaped front yard with sprinkler system
- Custom exterior stucco and stone work
- Hand troweled custom concrete driveway
- Upgraded exterior lighting
- Pop outs on all windows and doors
- Highest security exterior locks
- 4 hose bibs for your convenience
- 2-10 Home Buyers Warranty



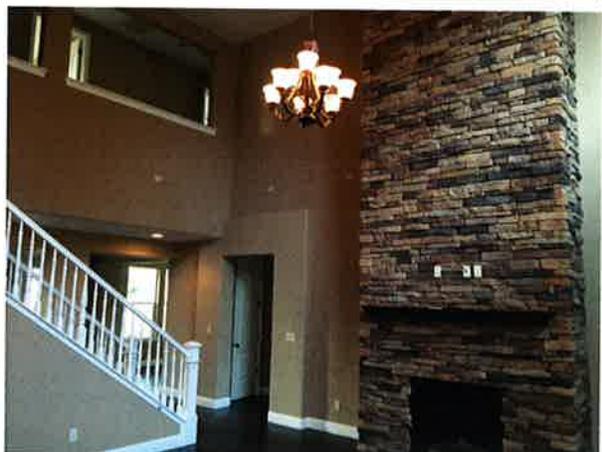


2055 Austin Avenue, Clovis, CA 93611



Beautiful brand new 3600 sq. ft. 5 bedroom, 3 bathroom home on a 9600 sq. ft. lot located in a Clovis cul-de-sac. This home features custom tile work throughout including floor to ceiling tile showers. Large open floor plan with an abundance of natural light. The rear yard is large enough to create your own outdoor paradise. Utilities are stubbed to the rear for an optional outdoor BBQ. The family room features 30 foot ceilings with a beautiful floor to ceiling rock fireplace. The kitchen features two ovens, a wine chiller, built in wine cabinets, 5 burner stove, pot filler, under cabinet lighting, granite countertops, and an extra large walk in pantry. Easy access to 180 & 168 and minutes away from Sierra Vista mall.

\$649,000.00



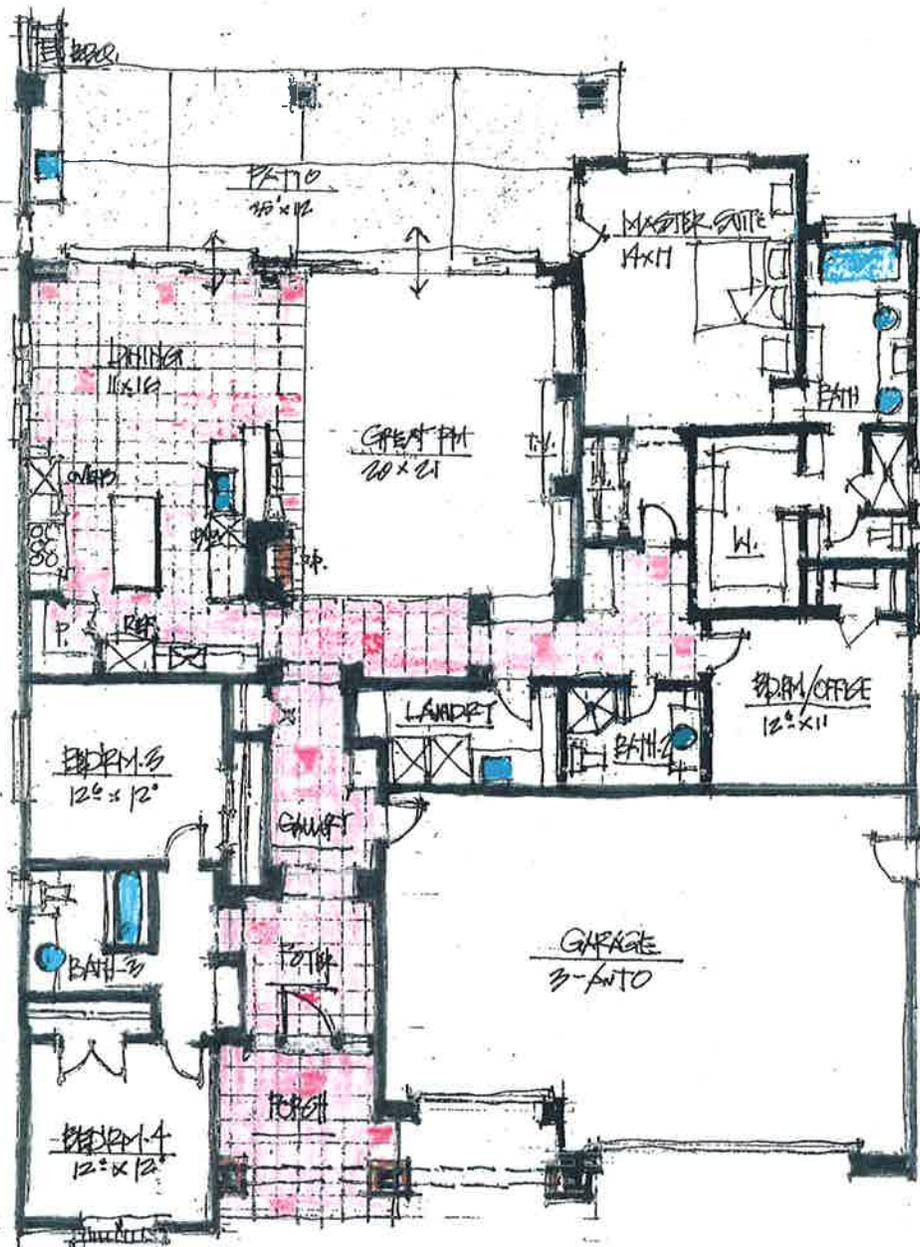
Features:

- Prime location in the heart of Clovis with easy access to commuter routes, shopping, services, and highly acclaimed Clovis schools.
- Natural light shines through oversized windows
- Ceiling fans in all rooms
- 9 foot ceilings on second floor
- 10 foot ceiling on main floor
- 8 foot interior doors
- Genuine Garrison hardwood flooring in living, dining, family and hallways
- 12 x 24 and 20 x 20 tile in kitchen and laundry and pantry
- 5 ¼ inch baseboard throughout
- Luxurious thick carpeting in all bedrooms
- Master bathroom features a spacious walk in shower and a large walk in closet
- Dual sinks in master bathroom
- Kohler toilets with self- closing seats
- Separate toilet in master bathroom for privacy
- 12 x 24 tile in master bathroom
- Typhoon Burdeau Polished granite counter tops throughout
- Stainless steel Frigidaire Professional energy efficient appliances
- Contemporary ceiling pot lighting in kitchen
- Custom stone backsplash in kitchen
- Kitchen hood vented to the outside for increased ventilation
- Kohler cast iron kitchen sink
- USB ports in kitchen
- Under cabinet kitchen lights
- 36" upper cabinets
- Pot filler in kitchen
- Hand troweled interior wall texture
- Distinctive rounded wall corners
- Upgraded thermostats
- ADT alarm and pre wired for surround sound and solar.
- Covered front porch and back patio
- Outdoor ceiling fans in back patio
- Electrical plugs under eaves
- Hand textured 3 car garage
- Carriage style garage doors
- Secondary fridge hook up in garage
- Tankless water heaters
- Dual A/C systems
- Professionally landscaped front yard with sprinkler system
- Custom exterior stucco and stone work
- Hand troweled custom concrete driveway
- Upgraded exterior lighting
- Pop outs on all windows and doors
- Highest security exterior locks
- 4 hose bibs for your convenience
- 2-10 Home Buyers Warranty



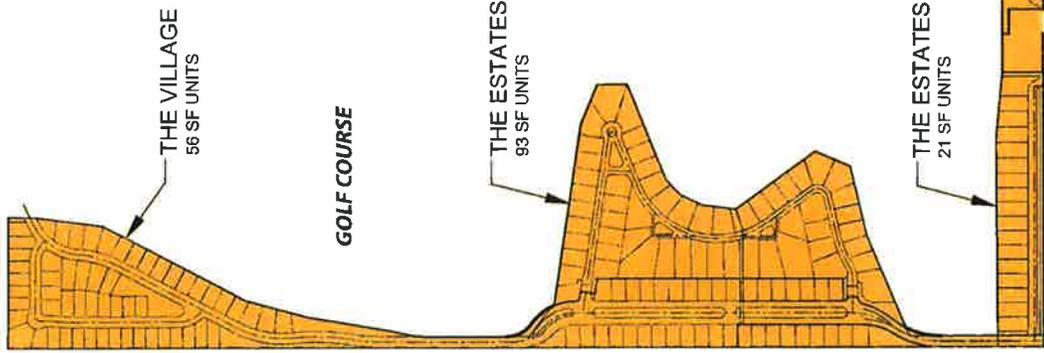


ELEVATION



PLAN - F - 2670 sq.

EL MONTE WAY



THE VILLAGE
56 SF UNITS

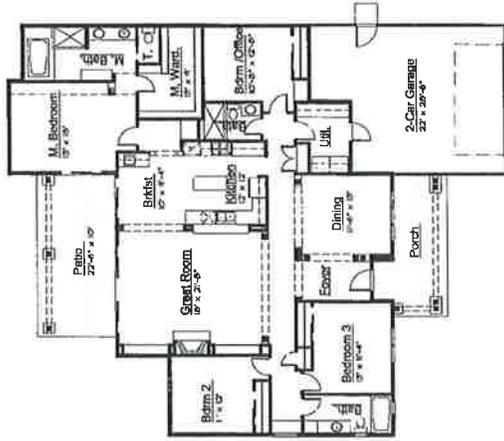
GOLF COURSE

THE ESTATES
93 SF UNITS

THE ESTATES SOUTH
21 SF UNITS



KAMM AVE.



FLOOR PLAN 'D'
2,455 sq. ft.



THE ESTATES STREET VIEW

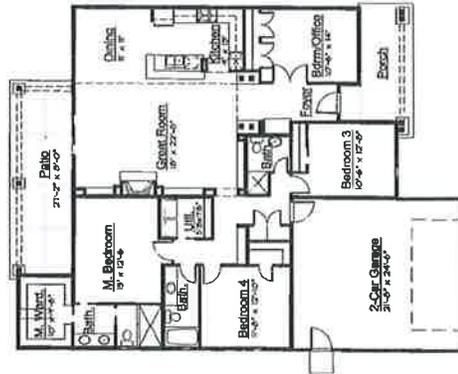


GOLF COURSE VIEW

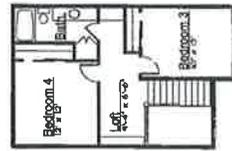




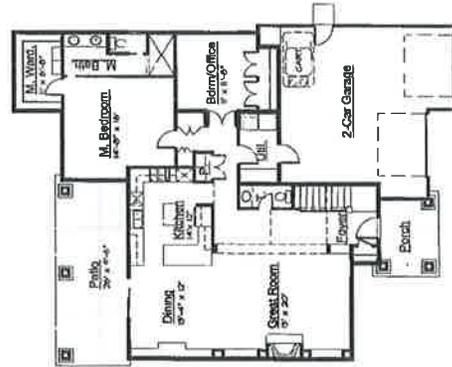
THE VILLAGE STREET VIEW



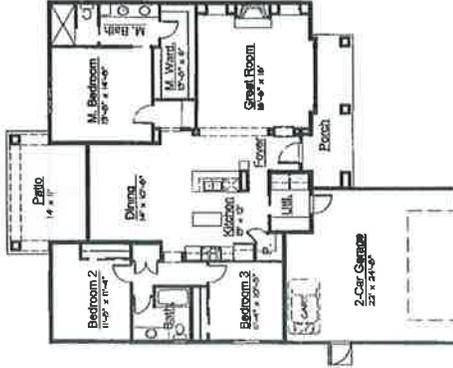
FLOOR PLAN 'A'
2,020 sq. ft.



2nd FLOOR 'B'
554 sq. ft.



FLOOR PLAN 'B'
1,688 sq. ft.
Total 2,242 sq. ft.

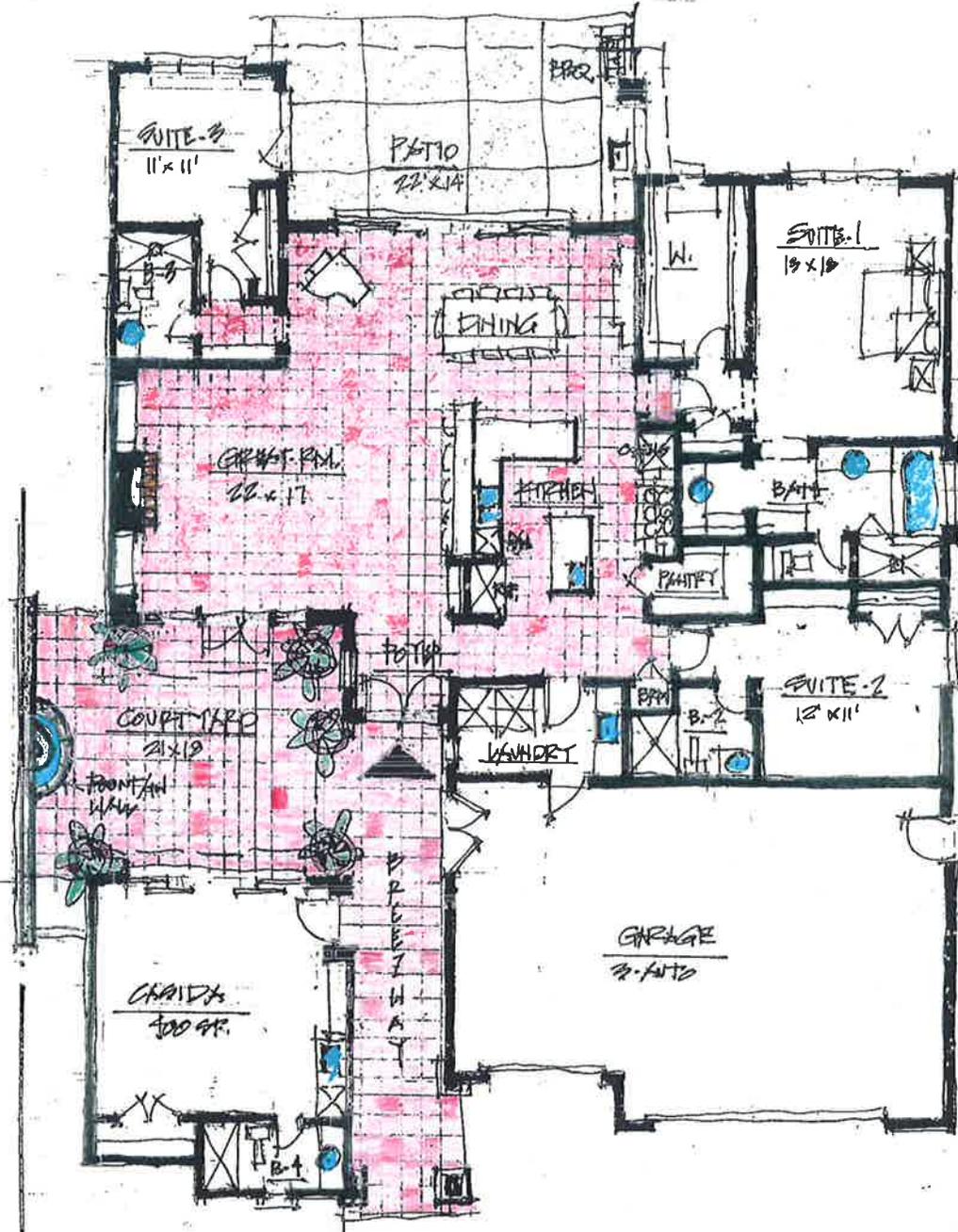


FLOOR PLAN 'C'
1,784 sq. ft.



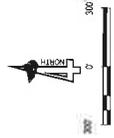
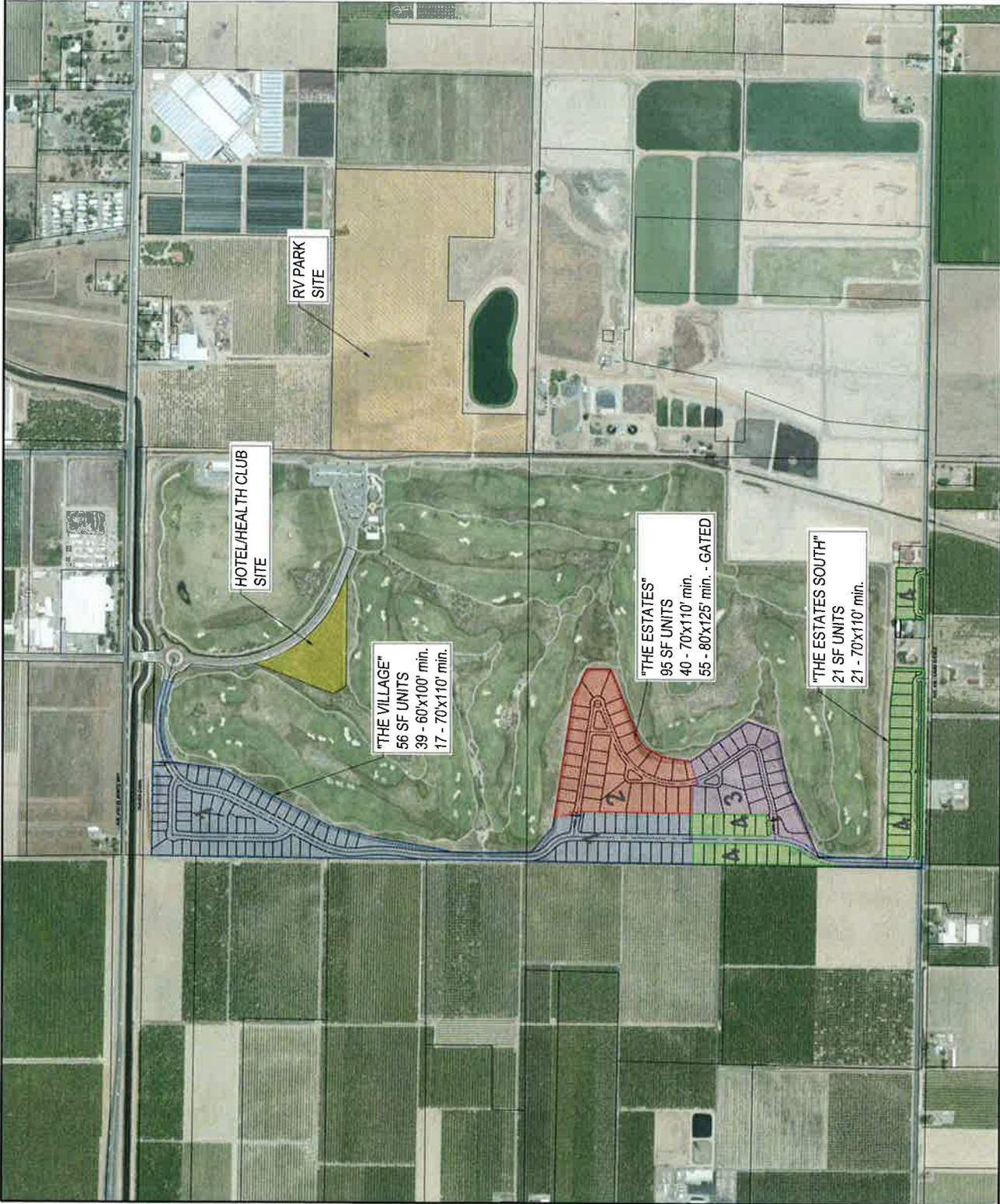


ELEVATION



PLAN - E - 2620 SF.

RIDGE CREEK RANCH SITE MAP



PROVIDED BY
 RIDGE CREEK RANCH PARTNERS, LLC
 10000 RIDGE CREEK RD.
 HOLLISTER, CA 95023
 CITY OF DUNDAS, MISSOURI
 DUNDAS, CA 95618

PREPARED BY
 4CREEKS
 10000 RIDGE CREEK RD.
 HOLLISTER, CA 95023
 TEL: 531.883.2325
 FAX: 531.883.2325

RIDGE CREEK RANCH SUBDIVISION, PHASE I

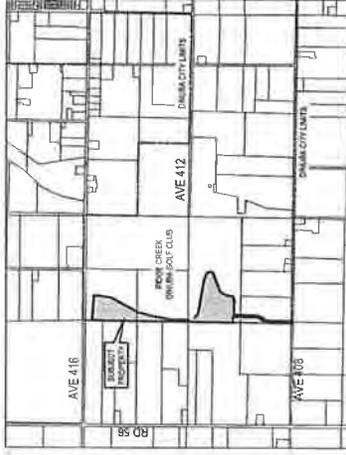
PARCEL A OF LOT LINE ADJUSTMENT NO. 2005-34 RECORDED AS DOC. NO. 2007-009702, TULARE COUNTY RECORDS AND A PORTION OF
PARCEL A OF LOT LINE ADJUSTMENT NO. 2005-33 RECORDED AS DOC. NO. 2007-009702, TULARE COUNTY RECORDS SITUATED IN THE WEST
HALF OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 29 EAST, MOUNT Diablo BASE AND MERIDIAN, IN THE CITY OF DINUBA, COUNTY OF
TULARE, STATE OF CALIFORNIA.

OWNER/DEVELOPER

RISE CREEK RANCH PARTNERS, LLC
1518 DONKEYS WAY
HOLLISTER, CA 95023

VICINITY MAP

NOT TO SCALE



OWNERS STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE FINAL MAP AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSONS IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HERETO, FOR THE SPECIFIED PURPOSES:

- RIGHT OF WAY FOR RIDGE CREEK DRIVE, BURBORN WAY, AND MUSCH STREET, NINE FEET TO THE CITY OF DINUBA.
- PUBLIC EXHIBITS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERE TO, AS SHOWN HEREON AND DESIGNATED AS PUE (PUBLIC UTILITIES EASEMENT).

FOR: RISE CREEK RANCH PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: MARK DAVIS, MANAGING PARTNER

STATE OF CALIFORNIA
COUNTY OF TULARE

ON _____, 2014, BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PREVIOUS TO ME ON THE BASIS OF SUFFICIENT EVIDENCE TO BE THE PERSONS (WHOSE NAMES) WERE ASSIGNED TO THE WITHIN INSTRUMENT (AND ACKNOWLEDGED TO ME THAT) SIGNMENT EXECUTED THE SAME IN WITNESS WHEREOF, I HONORABLELY DECLARED, AND THAT BY PERSONS HEREBY SEEN (USED) ON THE INSTRUMENT, OR THE ENTITY UPON BEHALF OF WHICH THE INSTRUMENT WAS EXECUTED, IDENTIFIED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITHOUT FRAUD AND IMPERIALITY.

NOTARY PUBLIC

(PRINT NAME)

COUNTY OF PRINCIPAL PLACE OF BUSINESS

DATE COMMISSION EXPIRES

COMMISSION NO.

NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66409 (C) OF THE EVIDENCE CODE ACT

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

THAT A LANDSCAPING AND LIGHTING ACT ASSESSMENT DISTRICT BE FORMED PRIOR TO RECORDED OF THE FINAL MAP.

FLOOD HAZARD ZONE

AS DETERMINED BY THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD INSURANCE RATE MAPS, EFFECTIVE DATE MONTH 14, 2009 (COMMUNITY NO. 88966, PANEL NO. 0117 E).

Properties included in this map are within a flood hazard area designated as Zone X.

Zone X is defined by the National Flood Administration as an area of 0.1% annual chance flood. Areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE TO THE REQUEST OF MARK DAVIS IN WITNESS WHEREOF, I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED PRELIMINARY MAP, ALL THE INFORMATION AND DATA OF THE CHARACTER AND OCCUPANCY THEREIN INDICATED, OR THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MARK DAVIS, P.L.S. 1153 DATE

CITY ENGINEERS STATEMENT

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

MARK DAVIS, P.L.S. 1153 DATE

CITY CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL, FOR THE CITY OF DINUBA HELD ON THE _____ DAY OF _____, 2014, AN ORDER WAS SOLELY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, PUBLIC UTILITY EASEMENTS SHOWN WITHIN THE BOUNDARIES OF THE SUBDIVISION ON THIS MAP.

WITNESSED MY HAND AND OFFICIAL SEAL OF THE CITY OF DINUBA THIS _____ DAY OF _____, 2014.

CITY CLERK

CITY PLANNING COMMISSION'S STATEMENT

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF DINUBA IN ACCORDANCE WITH REQUIREMENTS OF LAW IN A DULY AUTHORIZED MEETING HELD ON _____, 2014.

SECRETARY

BOARD OF SUPERVISORS STATEMENT

LEAN W. ROUSSEAU, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, HEREBY CERTIFIES TO THE COUNTY RECORDER AND TO WHOMSOEVER IT MAY CONCERN, THAT ALL OF THE PROVISIONS OF CHAPTER 7, DIVISION 2, TITLE 27 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE PERTAINING TO THE DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS OF THIS MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2014.

LEAN W. ROUSSEAU, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____

CITY

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2014

AT _____ IN _____ COUNTY OF _____ STATE OF CALIFORNIA

AT THE REQUEST OF _____

AT THE REQUEST OF _____

IN WITNESS WHEREOF, I HAVE AFFIXED MY OFFICIAL SEAL AND SIGNATURE

BY: _____

DOCUMENT NO. _____

FEES PAID _____

PREPARED BY:



4CREEKS

324 S. SANTA FE ST., STE. A
F.O. BOX 7893
VISALIA, CA 93292
TEL: 559.238.8888
FAX: 559.882.3215

SHEET 1 OF 5

RIDGE CREEK RANCH SUBDIVISION, PHASE II

THE DESIGNATED REMAINDER OF RIDGE CREEK RANCH SUBDIVISION, PHASE I, RECORDED IN BOOK _____ AT PAGE _____ OF TULARE COUNTY RECORDS, SITUATED IN THE WEST HALF OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF DUNBAR, COUNTY OF TULARE, STATE OF CALIFORNIA.

OWNER/DEVELOPER
RIDGE CREEK RANCH PARTNERS, LLC
1513 SUNNY WAY
MOLLETT, CA 93627

VICINITY MAP
NOT TO SCALE



OWNERS STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY DESCRIBED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN ON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE SUBDIVISION, FOR THE PURPOSES SET FORTH:

- RIGHT OF WAY FOR SILBERTA COURT, GOLD KING PLACE & GOLD KING COURT (LOT 1) IN FEET TO THE ESTATES AT RIDGE CREEK RANCH.
- LOTS 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 449, 451, 453, 455, 457, 459, 461, 463, 465, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, 487, 489, 491, 493, 495, 497, 499, 501, 503, 505, 507, 509, 511, 513, 515, 517, 519, 521, 523, 525, 527, 529, 531, 533, 535, 537, 539, 541, 543, 545, 547, 549, 551, 553, 555, 557, 559, 561, 563, 565, 567, 569, 571, 573, 575, 577, 579, 581, 583, 585, 587, 589, 591, 593, 595, 597, 599, 601, 603, 605, 607, 609, 611, 613, 615, 617, 619, 621, 623, 625, 627, 629, 631, 633, 635, 637, 639, 641, 643, 645, 647, 649, 651, 653, 655, 657, 659, 661, 663, 665, 667, 669, 671, 673, 675, 677, 679, 681, 683, 685, 687, 689, 691, 693, 695, 697, 699, 701, 703, 705, 707, 709, 711, 713, 715, 717, 719, 721, 723, 725, 727, 729, 731, 733, 735, 737, 739, 741, 743, 745, 747, 749, 751, 753, 755, 757, 759, 761, 763, 765, 767, 769, 771, 773, 775, 777, 779, 781, 783, 785, 787, 789, 791, 793, 795, 797, 799, 801, 803, 805, 807, 809, 811, 813, 815, 817, 819, 821, 823, 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1187, 1189, 1191, 1193, 1195, 1197, 1199, 1201, 1203, 1205, 1207, 1209, 1211, 1213, 1215, 1217, 1219, 1221, 1223, 1225, 1227, 1229, 1231, 1233, 1235, 1237, 1239, 1241, 1243, 1245, 1247, 1249, 1251, 1253, 1255, 1257, 1259, 1261, 1263, 1265, 1267, 1269, 1271, 1273, 1275, 1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291, 1293, 1295, 1297, 1299, 1301, 1303, 1305, 1307, 1309, 1311, 1313, 1315, 1317, 1319, 1321, 1323, 1325, 1327, 1329, 1331, 1333, 1335, 1337, 1339, 1341, 1343, 1345, 1347, 1349, 1351, 1353, 1355, 1357, 1359, 1361, 1363, 1365, 1367, 1369, 1371, 1373, 1375, 1377, 1379, 1381, 1383, 1385, 1387, 1389, 1391, 1393, 1395, 1397, 1399, 1401, 1403, 1405, 1407, 1409, 1411, 1413, 1415, 1417, 1419, 1421, 1423, 1425, 1427, 1429, 1431, 1433, 1435, 1437, 1439, 1441, 1443, 1445, 1447, 1449, 1451, 1453, 1455, 1457, 1459, 1461, 1463, 1465, 1467, 1469, 1471, 1473, 1475, 1477, 1479, 1481, 1483, 1485, 1487, 1489, 1491, 1493, 1495, 1497, 1499, 1501, 1503, 1505, 1507, 1509, 1511, 1513, 1515, 1517, 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2183, 2185, 2187, 2189, 2191, 2193, 2195, 2197, 2199, 2201, 2203, 2205, 2207, 2209, 2211, 2213, 2215, 2217, 2219, 2221, 2223, 2225, 2227, 2229, 2231, 2233, 2235, 2237, 2239, 2241, 2243, 2245, 2247, 2249, 2251, 2253, 2255, 2257, 2259, 2261, 2263, 2265, 2267, 2269, 2271, 2273, 2275, 2277, 2279, 2281, 2283, 2285, 2287, 2289, 2291, 2293, 2295, 2297, 2299, 2301, 2303, 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357, 2359, 2361, 2363, 2365, 2367, 2369, 2371, 2373, 2375, 2377, 2379, 2381, 2383, 2385, 2387, 2389, 2391, 2393, 2395, 2397, 2399, 2401, 2403, 2405, 2407, 2409, 2411, 2413, 2415, 2417, 2419, 2421, 2423, 2425, 2427, 2429, 2431, 2433, 2435, 2437, 2439, 2441, 2443, 2445, 2447, 2449, 2451, 2453, 2455, 2457, 2459, 2461, 2463, 2465, 2467, 2469, 2471, 2473, 2475, 2477, 2479, 2481, 2483, 2485, 2487, 2489, 2491, 2493, 2495, 2497, 2499, 2501, 2503, 2505, 2507, 2509, 2511, 2513, 2515, 2517, 2519, 2521, 2523, 2525, 2527, 2529, 2531, 2533, 2535, 2537, 2539, 2541, 2543, 2545, 2547, 2549, 2551, 2553, 2555, 2557, 2559, 2561, 2563, 2565, 2567, 2569, 2571, 2573, 2575, 2577, 2579, 2581, 2583, 2585, 2587, 2589, 2591, 2593, 2595, 2597, 2599, 2601, 2603, 2605, 2607, 2609, 2611, 2613, 2615, 2617, 2619, 2621, 2623, 2625, 2627, 2629, 2631, 2633, 2635, 2637, 2639, 2641, 2643, 2645, 2647, 2649, 2651, 2653, 2655, 2657, 2659, 2661, 2663, 2665, 2667, 2669, 2671, 2673, 2675, 2677, 2679, 2681, 2683, 2685, 2687, 2689, 2691, 2693, 2695, 2697, 2699, 2701, 2703, 2705, 2707, 2709, 2711, 2713, 2715, 2717, 2719, 2721, 2723, 2725, 2727, 2729, 2731, 2733, 2735, 2737, 2739, 2741, 2743, 2745, 2747, 2749, 2751, 2753, 2755, 2757, 2759, 2761, 2763, 2765, 2767, 2769, 2771, 2773, 2775, 2777, 2779, 2781, 2783, 2785, 2787, 2789, 2791, 2793, 2795, 2797, 2799, 2801, 2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827, 2829, 2831, 2833, 2835, 2837, 2839, 2841, 2843, 2845, 2847, 2849, 2851, 2853, 2855, 2857, 2859, 2861, 2863, 2865, 2867, 2869, 2871, 2873, 2875, 2877, 2879, 2881, 2883, 2885, 2887, 2889, 2891, 2893, 2895, 2897, 2899, 2901, 2903, 2905, 2907, 2909, 2911, 2913, 2915, 2917, 2919, 2921, 2923, 2925, 2927, 2929, 2931, 2933, 2935, 2937, 2939, 2941, 2943, 2945, 2947, 2949, 2951, 2953, 2955, 2957, 2959, 2961, 2963, 2965, 2967, 2969, 2971, 2973, 2975, 2977, 2979, 2981, 2983, 2985, 2987, 2989, 2991, 2993, 2995, 2997, 2999, 3001, 3003, 3005, 3007, 3009, 3011, 3013, 3015, 3017, 3019, 3021, 3023, 3025, 3027, 3029, 3031, 3033, 3035, 3037, 3039, 3041, 3043, 3045, 3047, 3049, 3051, 3053, 3055, 3057, 3059, 3061, 3063, 3065, 3067, 3069, 3071, 3073, 3075, 3077, 3079, 3081, 3083, 3085, 3087, 3089, 3091, 3093, 3095, 3097, 3099, 3101, 3103, 3105, 3107, 3109, 3111, 3113, 3115, 3117, 3119, 3121, 3123, 3125, 3127, 3129, 3131, 3133, 3135, 3137, 3139, 3141, 3143, 3145, 3147, 3149, 3151, 3153, 3155, 3157, 3159, 3161, 3163, 3165, 3167, 3169, 3171, 3173, 3175, 3177, 3179, 3181, 3183, 3185, 3187, 3189, 3191, 3193, 3195, 3197, 3199, 3201, 3203, 3205, 3207, 3209, 3211, 3213, 3215, 3217, 3219, 3221, 3223, 3225, 3227, 3229, 3231, 3233, 3235, 3237, 3239, 3241, 3243, 3245, 3247, 3249, 3251, 3253, 3255, 3257, 3259, 3261, 3263, 3265, 3267, 3269, 3271, 3273, 3275, 3277, 3279, 3281, 3283, 3285, 3287, 3289, 3291, 3293, 3295, 3297, 3299, 3301, 3303, 3305, 3307, 3309, 3311, 3313, 3315, 3317, 3319, 3321, 3323, 3325, 3327, 3329, 3331, 3333, 3335, 3337, 3339, 3341, 3343, 3345, 3347, 3349, 3351, 3353, 3355, 3357, 3359, 3361, 3363, 3365, 3367, 3369, 3371, 3373, 3375, 3377, 3379, 3381, 3383, 3385, 3387, 3389, 3391, 3393, 3395, 3397, 3399, 3401, 3403, 3405, 3407, 3409, 3411, 3413, 3415, 3417, 3419, 3421, 3423, 3425, 3427, 3429, 3431, 3433, 3435, 3437, 3439, 3441, 3443, 3445, 3447, 3449, 3451, 3453, 3455, 3457, 3459, 3461, 3463, 3465, 3467, 3469, 3471, 3473, 3475, 3477, 3479, 3481, 3483, 3485, 3487, 3489, 3491, 3493, 3495, 3497, 3499, 3501, 3503, 3505, 3507, 3509, 3511, 3513, 3515, 3517, 3519, 3521, 3523, 3525, 3527, 3529, 3531, 3533, 3535, 3537, 3539, 3541, 3543, 3545, 3547, 3549, 3551, 3553, 3555, 3557, 3559, 3561, 3563, 3565, 3567, 3569, 3571, 3573, 3575, 3577, 3579, 3581, 3583, 3585, 3587, 3589, 3591, 3593, 3595, 3597, 3599, 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615, 3617, 3619, 3621, 3623, 3625, 3627, 3629, 3631, 3633, 3635, 3637, 3639, 3641, 3643, 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659, 3661, 3663, 3665, 3667, 3669, 3671, 3673, 3675, 3677, 3679, 3681, 3683, 3685, 3687, 3689, 3691, 3693, 3695, 3697, 3699, 3701, 3703, 3705, 3707, 3709, 3711, 3713, 3715, 3717, 3719, 3721, 3723, 3725, 3727, 3729, 3731, 3733, 3735, 3737, 3739, 3741, 3743, 3745, 3747, 3749, 3751, 3753, 3755, 3757, 3759, 3761, 3763, 3765, 3767, 3769, 3771, 3773, 3775, 3777, 3779, 3781, 3783, 3785, 3787, 3789, 3791, 3793, 3795, 3797, 3799, 3801, 3803, 3805, 3807, 3809, 3811, 3813, 3815, 3817, 3819, 3821, 3823, 3825, 3827, 3829, 3831, 3833, 3835, 3837, 3839, 3841, 3843, 3845, 3847, 3849, 3851, 3853, 3855, 3857, 3859, 3861, 3863, 3865, 3867, 3869, 3871, 3873, 3875, 3877, 3879, 3881, 3883, 3885, 3887, 3889, 3891, 3893, 3895, 3897, 3899, 3901, 3903, 3905, 3907, 3909, 3911, 3913, 3915, 3917, 3919, 3921, 3923, 3925, 3927, 3929, 3931, 3933, 3935, 3937, 3939, 3941, 3943, 3945, 3947, 3949, 3951, 3953, 3955, 3957, 3959, 3961, 3963, 3965, 3967, 3969, 3971, 3973, 3975, 3977, 3979, 3981, 3983, 3985, 3987, 3989, 3991, 3993, 3995, 3997, 3999, 4001, 4003, 4005, 4007, 4009, 4011, 4013, 4015, 4017, 4019, 4021, 4023, 4025, 4027, 4029, 4031, 4033, 4035, 4037, 4039, 4041, 4043, 4045, 4047, 4049, 4051, 4053, 4055, 4057, 4059, 4061, 4063, 4065, 4067, 4069, 4071, 4073, 4075, 4077, 4079, 4081, 4083,

Exhibit "A"
LEGAL DESCRIPTION OF PROPERTY

Ridge Creek Ranch-PSA

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

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

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

Thence South $86^{\circ}39'45''$ East along said South right of way line, 383.55 feet, to the North line of said Parcel A (of LLA 2006-34);

Thence continuing South $86^{\circ}39'45''$ East along said South right of way line, 55.83 feet;

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

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

South $00^{\circ}06'06''$ West, 124.88 feet;

South $06^{\circ}58'33''$ West, 329.66 feet;

South $27^{\circ}23'10''$ West, 781.97 feet;

South $14^{\circ}35'18''$ West, 313.81 feet;

South $09^{\circ}07'40''$ West, 402.13 feet;

South $11^{\circ}16'31''$ West, 91.20 feet;

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

South $00^{\circ}24'49''$ East, along said parallel line, 417.07 feet;

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

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

South $52^{\circ}47'21''$ East, 129.36 feet;

South $81^{\circ}37'08''$ East, 882.42 feet;

South $67^{\circ}32'06''$ East, 212.06 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Containing 37.90 acres more or less)

Ridge Creek Ranch-PSA Phase 2

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

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

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

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

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

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

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

South 00°06'06" West, 124.88 feet;

South 06°58'33" West, 329.66 feet;

South 27°23'10" West, 781.97 feet;

South 14°35'18" West, 313.81 feet;

South 09°07'40" West, 402.13 feet;

South 11°16'31" West, 91.20 feet;

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

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

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

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

South 52°47'21" East, 129.36 feet;
South 81°37'08" East, 882.42 feet;
South 67°32'06" East, 212.06 feet;
South 01°01'27" East, 147.19 feet;
South 67°43'47" West, 503.66 feet;
South 47°05'09" West, 96.04 feet;
South 25°04'19" West, 122.70 feet;
South 06°20'08" West, 165.02 feet;

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

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

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

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

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

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

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

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

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

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

Thence northerly, 256.74 feet along a curve, concave to the Southeast, with a radius of 427.00 feet, and a central angle of $34^{\circ}26'58''$; Thence continuing northerly, 224.27 feet along a reverse curve, concave to the Northwest, with a radius of 373.00 feet, and a central angle of $34^{\circ}26'58''$, to a line parallel with and 140.30 feet East of the West line of said Southwest quarter of the Southeast quarter of Section 14;

Thence, North $00^{\circ}30'16''$ West along said parallel line, 544.62 feet;

Thence, South $89^{\circ}29'44''$ West, 140.25 feet to the West line of the Northwest quarter of said Southeast quarter of Section 14;

Thence, North $00^{\circ}29'24''$ West along said West line, 1103.89 feet to the Center of said Section 14 and the Northwest corner of said Parcel A (of LLA 2006-33);

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

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

Beginning at the Southeast corner of said West half;

Thence, North $89^{\circ}31'29''$ West, along the South line of said West half, a distance of 478.18 feet to the east line of Parcel 2 of Parcel Map No. 445, recorded in Book 5 of Parcel Maps, at Page 45, Tulare County Records;

Thence, North $00^{\circ}03'13''$ East, along said East line, a distance of 230.01 feet to the Northeast corner of said Parcel 2;

Thence, South $89^{\circ}31'29''$ East, along the Easterly prolongation of the North line of said Parcel 2, said line being parallel with and distance 230.00 feet North of the South line of the Southeast quarter of said Section 14, a distance of 478.22 feet to a point on the East line of said West half;

Thence, South $00^{\circ}03'53''$ West, along said East line, a distance of 230.01 feet to the Point of Beginning.

EXHIBIT A
RIDGE CREEK RANCH PHASE 1, PROPOSED FINAL MAP
FEE CALCULATIONS PER PRO FORMA DDA
(Revised November 1, 2013)

Ridge Creek Ranch subdivision is a “vested” map and is subject to fee rates in effect in FY 2006-2007. The following fee calculations are based on information provided by the City of Dinuba on 11/1/13 and in the “pro forma” Development and Disposition Agreement (DDA).

Land Based Impact Fees

Drainage Area Fee = \$9,643 per acre X 38.84 acres =	\$437,622
Water SDC Fee = \$0.348 per square foot X 1,026,396 square feet =	\$419,746
Sewer SDC Fee = \$0.448 per square foot X 1,026,396 square feet =	\$540,846
Transportation SDC fee = \$0.485 per square foot X 1,026,396 square feet =	<u>\$548,976</u>

TOTAL LAND BASED IMPACT FEES = **\$1,983,190**

Unit Based Impact Fees

Fire Protection Facilities Fee = \$836 per lot X 112 lots =	\$93,632
(Due at building permit per Dinuba Municipal Code/DMC)	
Park-in-lieu Fee = \$1,334 per lot X 112 lots =	<u>\$149,408</u>

TOTAL UNIT BASED FEES = **\$243,040**

Final Map Fees

Landscape and Lighting District Formation Fee (set fee)	\$1,468
Parks Master Plan Fee = \$55.50 per acre X 38.84 acres =	\$2,139
Landscape Plan Check Fee (set fee)	\$438
Landscape Inspection Fee (set fee)	\$288
Final Map Fee	\$3,830
Public Improvement Plan Check Fee = 4% X Public Improvement Cost =	
3% X \$2,800,000 =	\$84,000
Public Improvement Inspection Fee = 2% X Public Improvement Cost =	
4% X \$2,800,000 =	<u>\$112,000</u>

TOTAL FINAL MAP FEES = **\$204,163**

TOTAL IMPACT AND FINAL MAP FEES DUE WITH PHASE 1 = **\$2,430,393**

EXHIBIT B
RIDGE CREEK RANCH PHASE 1, PROPOSED FINAL MAP
FEE CREDITS AND METHOD OF APPLICATION
Revised November 1, 2013

The pro forma DDA and the DMC provide for credits against the fees for the following items:

- Offsite facilities constructed to serve the project;
- Oversized facilities required by the City as a part of the project;
- Dedication and improvement of lands within the subdivision for public purposes;
- Landscaping associated with drainage basins and entrance treatments; and
- Associated engineering cost associated with the above items.

The following table lists the items likely subject to fee credits and indicates which fees the credits would likely be applied against.

Oversized, Offsite, Other Improvements Subject to Fee Credits	Fees Credited
Instruments required to dedicate Club House Drive and the street segment between Club House Drive and the boundary of the subdivision	SDC
Costs to construct the street segment between Club House Drive and the boundary of the subdivision	SDCs + Drainage Fee
Cost to replace and relocate of the current golf course gate to Club House Drive south side of the roundabout	Park-in-lieu Fee
The construction cost difference between a 12-inch water transmission line in the main street in the subdivision versus a standard 8-inch water main	Water SDC
The value of area dedicated as public streets within the subdivision	SDCs
The value of common area dedicated for public use (medians and park areas) within the subdivision	Park-in-lieu Fee
The cost of landscaping, monument signs, street furniture and decorative walls constructed in common areas and adjacent to drainage facilities	Park-in-lieu + Drainage Fees
Engineering, plan review and inspection costs associated with the above facilities	All fees on a pro rata basis

The value of these credits has not yet been determined. The construction related credits would be based on the actual cost to construct the indicated facilities. Per the pro forma DDA, the value of the property dedicated for public purposes would be determined by a duly qualified real estate professional. The engineering cost credits would be at the rate of 10%, the plan review cost credits would be at the rate of 4% and the inspection cost credits would be at the rate of 2% of the calculated cost of the offsite, oversized and other improvements subject to fee credits. All of the above is to be verified and concurred with by the City Engineer.



November 1, 2013

Dean K Uota, P.E.
City Engineer, City of Dinuba
405 E El Monte Way
Dinuba, CA 93618

Visalia Office
2929 W. Main St. Suite A
Visalia, California 93291
P: (559) 802 3052
F: (559) 802 3215

Porterville Office
881 W. Morton Avenue, Suite D
Porterville, California 93257
P: (559) 781. 0102
F: (559) 781.6840

RE: Revised Ridge Creek Ranch Phase 1 Final Map Fee Payment Proposal

Dear Mr. Uota:

This letter is a follow up to the meeting on 10/30/2013 with you, City Manager Ed Todd, Deputy City Manager Beth Nunes, Assistant City Manager/City Clerk Jayne Anderson, Public Works Director Blanca Beltran, Public Works Business Manager George Avila, Ridge Creek Ranch Managing Partner Mark Davis and me during we discussed fees due with the Phase 1 Final Map, the timing of paying those fees, potential credits against the fees due (offsite and oversized facilities as well as dedication of and improvements to common areas) and design aspects of the proposed subdivision.

Based on that discussion we have developed a revised fee payment proposal, which is attached.

One unexpected key point of discussion from this meeting was a request by the City to remove the planned 50-foot wide median in the main roadway in the lower portion of Phase 1 of the Revised Tentative Subdivision Map (RTSM) and the upper portion of Phase 4 of the RTSM. We have taken a preliminary look at this and this will result in two key changes to the lot configurations along this section of the main roadway:

1. Lots bordering this roadway will all be 25 feet deeper (from 110 feet to 135 feet);
2. The common areas on the north and south ends of this section of the roadway are now sufficiently larger, such that they could be buildable lots, which could reduce the amount of common area that would be dedicated back to the City in the long run if they can be added to the total lot count.

As discussed at the meeting, this is a departure from the adopted design guidelines from this subdivision that would need to be discussed with the Planning Commission and the City Council. While we do not oppose this change we want to be assured that it will not result in additional costs to Ridge Creek Ranch Partners or undue delay in the process to prepare the final map documents (map, subdivision agreement, improvement drawings and other required items). We understand that you plan to discuss this with the Planning Commission at a special meeting on 11/19/13.

Please review the attached revised payment proposal. Please contact me regarding your comments or questions.

Sincerely,

Dan Meinert, 4Creeks, Inc.

cc: Mark Davis, Managing Partner, Ridge Creek Ranch Partners, LLC
Matt Ainley, President, 4Creeks, Inc.
City Staff in Attendance: City Manager Ed Todd, Deputy City Manager Beth Nunes, Assistant City Manager/City Clerk Jayne Anderson, Public Works Director Blanca Beltran, Public Works Business Manager George Ávila

www.4-creeks.com

Revised November 1, 2013

Ridge Creek Ranch Phase 1 Final Map Development Fee Payment Proposal to the City of Dinuba

Overview:

The Ridge Creek Ranch Phase 1 Final Map includes Phases 1 and 2 of the Revised Tentative Subdivision Map (RTSM) approved by the City of Dinuba Planning Commission and City Council on September 3, 2013 and September 24, 2013, respectively.

As this RTSM is currently configured, once developed this project would have the following characteristics:

- 38.54 gross acres, 112 developable lots with a net developable area of 1,026,396 square feet (23.56 acres);
- 77 standard lots ranging from 6,000 to 11,878 square feet on which semi-custom homes will be built by the developer (8/16 models) and 34 lots in the gated community ranging from 9,969 to 27,549 square feet on which custom homes will be built (subject to review by the developers architect);
- Three public streets and one private street in the gated community;
- Nine common areas totaling 124,756 square feet (2.86 acres) that will be developed for public use;
- Adopted development guidelines that determine the standards for streetscapes, landscaping, wall treatments and architectural treatments for homes;
- A lighting and landscaping district to care for all common areas in perpetuity; and
- A homeowners association (HOA) to care for all property within the gated community in perpetuity.

Development fees for this subdivision are “vested” at the rates adopted in FY2006-2007 and are calculated based on the City of Dinuba “pro forma” Development and Disposition Agreement (DDA). They are detailed in the attached “Exhibit A” and are summarized as follows:

\$1,983,190	Land-based Impact Fees (sewer, water & transportation SDCs and drainage area)
\$243,040	Unit-based Impact Fees (fire protection & park-in-lieu)
\$204,163	Final Map Filing Fees (L&L, park master plan, public improvement related, etc.)
\$2,430,393	Total Phase 1 Fees Dues

Per the DDA, impact fees are subject to credits for providing offsite facilities, oversized facilities, dedication of land for public purposes, landscaping treatments applied to land for public purposes and the associated engineering costs for these items. The value of these items has not yet been calculated but would be credited against the fees due with this map subject to review and approval by the City Engineer. The items subject to credits are described in the attached “Exhibit B”.

Per the Dinuba Municipal Code (DMC) the net fees after credits are due at the filing of the final map either a) in full or b) a down payment of 20%, the balance in annual installments over three years subject to interest at the rate of 1% + the Local Agency Investment Fund (LAIF) rate and secured by a lien on the property unless otherwise approved by the City Council.

Fee Payment Proposal:

The developer proposes to pay the net fees due with this final map as follows:

1. The fire protection impact fees of \$93,632 would be paid with the issuance of individual building permits as provided by the DMC.
2. The balance of the fees due with the final map would be paid as follows:
 - a. Final Map fees of \$204,163 would be paid upon approval of the final map.
 - b. The remainder of the fees (\$1,983,190 + \$149,408) after the application of fee credits would be due at the filing of the Phase I Final Map with the County Recorder. In lieu of a 20% down payment on the net impact fees due at final map, the developer proposes to prepare the required instruments to dedicate Club House Drive and the public street between Club House Drive and the boundary of the subdivision and to improve said public street between Club House Drive and the boundary of the subdivision to City standards consistent with the adopted design guidelines.
 - c. The unpaid balance of the net impact fees due are subject to annual interest at the rate of 1% + the LAIF rate and will be paid in quarterly payments until satisfied but not to exceed three calendar years from the filing date of the Final Map; the first quarterly payment will be due at the filing of the final map with the Tulare County Records Office. There shall be no penalty for early payment of these fees.
 - d. Surety for the unpaid net impact fees would be a lien on the unsold lots in the Phase I Final Map, said liens to be released as the lots are sold and the fees are paid but in no case shall the amount of fees due be less than the value of the lots subject to liens.

Cash Flow as of Thu 10/30/14
Ridge Creek Ranch Subdivision

	10/26/14	11/2/14	11/9/14	11/16/14	11/23/14	11/30/14	12/7/14	12/14/14	12/21/14
Ridge Creek Ranch Subdivision									
Grading & paving									
Install BMP's for SWPPP				\$91,902.80					
Clear and Grub				\$16,500.00				\$455,590.94	
Rough Grade									
Cut grade & compact									
Process Sub Grade									
Base Rock									
Pave									
Wet Utilities									
Install Sewer									
Install Storm									
Install Water									
pressure test & Bac-T									
Non-potable water									
Dry Utilities									
Utility Crossings									
Main line trench									
Edison									
shade									
Install Phone & C.T.V.									
Shade									
Install Gas									
Backfill and compact									
Set Transformers & Boxes									
Splicing									
Heat up									
Concrete Work									
String Dry Run & Pour Curb & Gutter									
Flat work									
Block wall									
Block wall Footings									
Install block wall									
Install Security gates									
Fencing									
Wrought iron and split rail fence									
Landscaping									
Landscape Irrigation Sys.									
Soil additives and Plant									
Punchlist/Closeout									
Punchlist/Closeout									
Contingency									
contingency									
Total				\$108,402.80				\$455,590.94	

Cash Flow as of Thu 10/30/14
Ridge Creek Ranch Subdivision

	12/21/14	12/28/14	1/4/15	1/11/15	1/18/15	1/25/15	2/1/15	2/8/15	2/15/15
Ridge Creek Ranch Subdivision									
Grading & paving									
Install BMP's for SWPPP									
Clear and Grub									
Rough Grade									
Cut grade & compact									
Process Sub Grade									
Base Rock									
Pave									
Wet Utilities									
Install Sewer					\$423,148.00				
Install Storm									
Install Water									
pressure test & Bac-T									
Non-potable water									
Dry Utilities									
Utility Crossings									
Main line trench									
Edison									
shade									
Install Phone & C.T.V.									
Shade									
Install Gas									
Backfill and compact									
Set Transformers & Boxes									
Splicing									
Heat up									
Concrete Work									
String Dry Run & Pour Curb & Gutter									
Flat work									
Block wall									
Block wall Footings									
Install block wall									
Install Security gates									
Fencing									
Wrought iron and split rail fence									
Landscaping									
Landscape Irrigation Sys.									
Soil additives and Plant									
Punchlist/Closeout									
Punchlist/Closeout									
Contingency									
contingency									
Total					\$423,148.00				

Cash Flow as of Thu 10/30/14
Ridge Creek Ranch Subdivision

	2/15/15	2/22/15	3/1/15	3/8/15	3/15/15	3/22/15	3/29/15	4/5/15	4/12/15
Ridge Creek Ranch Subdivision									
Grading & paving									
Install BMP's for SWPPP									
Clear and Grub									
Rough Grade									
Cut grade & compact									
Process Sub Grade									
Base Rock									
Pave									
Wet Utilities									
Install Sewer									
Install Storm	\$140,415.00								
Install Water					\$363,727.38				
pressure test & Bac-T									
Non-potable water							\$363,727.38		
Dry Utilities									
Utility Crossings									
Main line trench									
Edison									
shade									
Install Phone & C.T.V.									
Shade									
Install Gas									
Backfill and compact									
Set Transformers & Boxes									
Splicing									
Heat up									
Concrete Work									
String Dry Run & Pour Curb & Gutter									
Flat work									
Block wall									
Block wall Footings									
Install block wall									
Install Security gates									
Fencing									
Wrought iron and split rail fence									
Landscaping									
Landscape Irrigation Sys.									
Soil additives and Plant									
Punchlist/Closeout									
Punchlist/Closeout									
Contingency									
contingency									
Total	\$140,415.00				\$363,727.38		\$363,727.38		

Cash Flow as of Thu 10/30/14
Ridge Creek Ranch Subdivision

	4/12/15	4/19/15	4/26/15	5/3/15	5/10/15	5/17/15	5/24/15	5/31/15	6/7/15
Ridge Creek Ranch Subdivision									
Grading & paving									
Install BMP's for SWPPP									
Clear and Grub									
Rough Grade									
Cut grade & compact		\$45,146.20							
Process Sub Grade					\$36,535.40				
Base Rock									
Pave								\$767,606.40	
Wet Utilities									
Install Sewer									
Install Storm									
Install Water									
pressure test & Bac-T									
Non-potable water									
Dry Utilities									
Utility Crossings									
Main line trench									
Edison									
shade						\$302,225.00			
Install Phone & C.T.V.									
Shade									
Install Gas									
Backfill and compact									
Set Transformers & Boxes									
Splicing									
Heat up									
Concrete Work									
String Dry Run & Pour Curb & Gutter			\$199,909.60						
Flat work									
Block wall						\$85,340.20			
Block wall Footings									
Install block wall									
Install Security gates									
Fencing									
Wrought iron and split rail fence									
Landscaping									
Landscape Irrigation Sys.									
Soil additives and Plant									
Punchlist/Closeout									
Punchlist/Closeout									
Contingency									
contingency									
Total		\$45,146.20	\$199,909.60		\$36,535.40	\$387,565.20		\$767,606.40	

Cash Flow as of Thu 10/30/14
Ridge Creek Ranch Subdivision

	6/7/15	6/14/15	6/21/15	6/28/15	7/5/15	7/12/15	7/19/15	7/26/15	8/2/15
Ridge Creek Ranch Subdivision									
Grading & paving									
Install BMP's for SWPPP									
Clear and Grub									
Rough Grade									
Cut grade & compact									
Process Sub Grade									
Base Rock									
Pave									
Wet Utilities									
Install Sewer									
Install Storm									
Install Water									
pressure test & Bac-T									
Non-potable water									
Dry Utilities									
Utility Crossings									
Main line trench									
Edison									
shade									
Install Phone & C.T.V.									
Shade									
Install Gas									
Backfill and compact									
Set Transformers & Boxes					\$302,225.00				
Splicing									
Heat up									
Concrete Work									
String Dry Run & Pour Curb & Gutter									
Flat work									
Block wall									
Block wall Footings									
Install block wall									
Install Security gates					\$462,578.00				
Fencing									
Wrought iron and split rail fence								\$191,939.00	
Landscaping									
Landscap Irrigation Sys.									
Soil additives and Plant									
Punchlist/Closeout									
Punchlist/Closeout									
Contingency									
contingency									
Total					\$764,803.00			\$191,939.00	

Cash Flow as of Thu 10/30/14
Ridge Creek Ranch Subdivision

	8/2/15	8/9/15	8/16/15	8/23/15	8/30/15	9/6/15	9/13/15	9/20/15	9/27/15
Ridge Creek Ranch Subdivision									
Grading & paving									
Install BMP's for SWPPP									
Clear and Grub									
Rough Grade									
Cut grade & compact									
Process Sub Grade									
Base Rock									
Pave									
Wet Utilities									
Install Sewer									
Install Storm									
Install Water									
pressure test & Bac-T									
Non-potable water									
Dry Utilities									
Utility Crossings									
Main line trench									
Edison									
shade									
Install Phone & C.T.V.									
Shade									
Install Gas									
Backfill and compact									
Set Transformers & Boxes									
Splicing									
Heat up									
Concrete Work									
String Dry Run & Pour Curb & Gutter									
Flat work									
Block wall									
Block wall Footings									
Install block wall									
Install Security gates									
Fencing									
Wrought iron and split rail fence									
Landscaping									
Landscape Irrigation Sys.									
Soil additives and Plant									
Purchlist/Closeout									
Punchlist/Closeout									
Contingency									
contingency									
Total								\$610,848.70	

Cash Flow as of Thu 10/30/14
Ridge Creek Ranch Subdivision

	9/27/15	10/4/15	10/11/15	Total
Ridge Creek Ranch Subdivision				
Grading & paving				
Install BMP's for SWPPP				\$91,902.80
Clear and Grub				\$16,500.00
Rough Grade				\$455,580.94
Cut grade & compact				\$45,146.20
Process Sub Grade				\$36,535.40
Base Rock				
Pave				\$767,606.40
Wet Utilities				
Install Sewer				\$423,148.00
Install Storm				\$140,415.00
Install Water				\$363,727.38
pressure test & Bac-T				
Non-potable water				\$363,727.38
Dry Utilities				
Utility Crossings				
Main line trench				
Edison				
shade				\$302,225.00
Install Phone & C.T.V.				
Shade				
Install Gas				
Backfill and compact				
Set Transformers & Boxes				\$302,225.00
Splicing				
Heat up				
Concrete Work				
String Dry Run & Pour Curb & Gutter				\$199,909.60
Flat work				\$85,340.20
Block wall				
Block wall Footings				
Install block wall				
Install Security gates				\$462,576.00
Fencing				
Wrought iron and split rail fence				\$191,939.00
Landscaping				
Landscape Irrigation Sys.				
Soil additives and Plant				\$610,848.70
Punchlist/Closeout				
Punchlist/Closeout				
Contingency				
contingency		\$451,080.38		\$451,080.38
Total		\$451,080.38		\$5,310,445.38

CONSTRUCTION CONTRACT

Ridge Creek Ranch Partners, a California Limited Liability Company (“Owner”), and 4C Global (“Contractor”), agree as follows:

RECITALS

- A. Owner is the legal owner of certain real property described as Ridge Creek Ranch, in Dinuba California, which is more fully described on Exhibit “A” attached hereto and incorporated herein (the “Property”).
- B. Owner desires to retain Contractor to construct subdivision infrastructure at the Property (the “Project”) as described in the drawings, plans and specifications (“Project Documents”) attached hereto as Exhibit “B” and incorporated herein. (will be provided upon city approval)

WHEREFORE, for a good and valuable consideration, the parties agree as set forth below.

AGREEMENT

Recitals

1. The Recitals are incorporated and made part of this Agreement.

Construction of Project

2. Contractor will furnish all services, labor and materials necessary to construct the Project, according to Project Documents, for Owner on the Property.

Contract Price

3. Owner will pay Contractor for Contractor’s services, labor and materials, the actual cost to Contractor of the labor, materials, or subcontracts required for construction of the Project increased by ten percent (10%) (“Contract Price”). The actual cost included in calculating the Contract Price shall include any and all expenses or fees of providing labor, services, materials, or documentation necessary to construct, furnish, install or incorporate materials or equipment into the Project, including but not limited to, costs and fees for permits and other costs related to regulatory compliance. The Contract Price shall be payable monthly or on an otherwise convenient periodic basis for all work performed on and materials actually used in the construction of the Project during the preceding period. Contractor shall submit its invoices to Owner for payment to be paid by Owner within 30 days.

If Owner fails to make any of the progress payments on the Contract Price, Contractor may submit a written demand for payment to Owner. In that case, Owner must provide Contractor with the progress payment within 30 days following receipt of the demand. Notwithstanding the foregoing, if a dispute exists between Owner and Contractor regarding any progress payment, Owner may withhold from the payment an amount not exceeding the disputed amount. For any disputed amount, within 10 days of receipt of written notice from Contractor that any work in dispute has been completed in accordance with the terms of the Contract, Owner must advise Contractor of the acceptance or rejection of the disputed work. Within 10 days of acceptance of the disputed work, Owner must release the retained portion of the any progress payment.

Extra Work

4. If Owner or any public agency directs or requests that additional work not shown on the present Project Documents be done by Contractor, the cost of the additional work will be added to the Contract Price and paid by Owner in accordance with payment terms above. Contractor is entitled to be paid for all additional work requested or directed, in writing or orally, by any of the persons or entities identified in this paragraph. Further, any related expenses incurred by Contractor because of unusual ground conditions will be paid for by Owner as additional work done by Contractor.

Time for Completion

5. Contractor will commence work on the Project on or about November 10, 2014 ("Project Start Date") and, unless delayed by one of the causes mentioned in Paragraph 16 of this Contract, complete construction of the Project on or about October 30, 2015 ("Project End Date").

Correlation Between Drawings, Specifications, and Contract

6. The drawings for the Project, the specifications for the Project, and this Contract are intended to supplement each other so that any work mentioned in one of those instruments but not in the others will be performed in the same manner as if mentioned in all of the instruments. If a conflict arises between the instruments, the specifications will control over the drawings, and this Contract will control over both the drawings and the specifications.

Charges and Liens

7. Contractor must pay all charges incurred for labor and materials used in the construction of the Project as they become due. If Contractor fails to pay any such charge, Owner may pay the charge on Contractor's behalf and will be allowed an offset of the Contract Price for amounts paid on behalf of Contractor. Owner, however, will not be entitled to an offset, or to collect from Contractor any interest, penalty or other greater amount than the amount actually paid by Owner in settlement of a charge.

Examination by Contractor

8. Contractor has by careful examination ascertained the following: (1) the nature and location of the Project; (2) the condition of the ground on which the Project is to be erected; (3) the character, quality, and quantity of the materials, equipment, and facilities necessary to complete the Project; (4) the general and local conditions pertaining to the Project; and (5) all other matters that in any way can affect the performance of this Contract by Contractor. Contractor enters into this Contract solely because of the results of that examination and not because of any representations pertaining to the Project or the completion of the Project made by Owner or any agent of Owner not contained in this Contract.

Indemnity Agreement

9. Contractor will indemnify and hold Owner and the property of Owner free and harmless from any and all claims, losses, damages, injuries, and liabilities arising from the death or injury of any person or persons, or from the damage or destruction of any property or properties, caused by or connected with the performance of this Contract by Contractor or Contractor's agents, subcontractors, or employees.

Workers' Compensation Insurance

10. Contractor, at its own cost and expense, must procure and maintain during the continuance of this Contract a policy of workers' compensation or employer's liability insurance for the protection of its employees (including executive, managerial, and supervisory employees) engaged in work on the Project, and must, on demand, deposit with Owner a certificate evidencing the policy.

Subcontractor's Insurance

11. Contractor must require each subcontractor employed to perform labor on the Project to do the following: (1) to procure and maintain during the performance of the labor, at the subcontractor's own cost and expense, a policy of workers' compensation or employer's liability insurance for the protection of the subcontractor's employees (including executive, managerial, and supervisory employees) engaged in work on the Project, and (2) upon request to deposit with Contractor a certificate satisfactory to Contractor evidencing that insurance.

Fire Insurance

12. Owner, at its own cost and expense, must procure promptly after the execution of this Contract and maintain during the continuance of this Contract a policy of fire insurance with course of construction, vandalism, and malicious mischief clauses attached, insuring the Project and all materials delivered to the Project site for their full insurable value with loss thereunder payable to the following, as their interests may appear: Owner; any beneficiary of a deed of trust encumbering the property on which the Project is located; and Contractor.

Destruction of Project

13. If all or any portion of the Project is destroyed by fire, theft, vandalism, accident, act of God, or other cause not the fault of Contractor, any work done or materials furnished by Contractor in restoring or rebuilding the Project will be paid for by Owner as extra work performed by Contractor pursuant to this Contract.

Owner's Power to Terminate Contract

14. If Contractor commits any of the acts specified in this paragraph, Owner may, without prejudice to any other rights or remedies given Owner by law or by this Contract, do the following by giving 30 days' written notice to Contractor: terminate the services of Contractor under this Contract; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method expedient. Contractor will be deemed to have committed an act covered by this paragraph if Contractor is adjudged bankrupt or does any of the following: (1) Makes a general assignment for the benefit of creditors; (2) Refuses or fails, except as provided in Paragraph 16 of this Contract, to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Contract; (3) Fails to make prompt payment to subcontractors, laborers, or material suppliers for labor performed on or materials furnished to the Project; (4) Persistently disregards any law or ordinance relating to the Project or the completion of it; or (5) Otherwise commits a substantial violation of any provision of this Contract.

Rights on Termination by Owner

15. If Owner terminates the services of Contractor under this Contract and completes the Project pursuant to this Contract, Contractor will not be entitled to receive any further payment under this Contract.

Contractor's Power to Terminate Contract

16. If Owner fails to pay to Contractor within 30 days after any amount of the Contract Payment becomes due, Contractor may, by giving 30 days' written notice to Owner, stop work on the Project. Thereafter, Contractor may use all lawful means, including actions by labor or contractors' associations induced by Contractor, to prevent further work from being done on the Project until all past due payments have been received by Contractor and Owner has posted a bond satisfactory to Contractor for the payment of all amounts that will thereafter become due to Contractor under this Contract.

Unavoidable Delays and Defaults

17. Either party to this Contract will be excused for any delays or defaults by that party in the performance of this Contract that are unavoidably caused by any of the following: an act of the other party; an act of any agent of the other party; an act of any governmental authority; an act of any public enemy; an act of God; the elements; war; war defense conditions; riots; litigation; strikes; walkouts; or any other causes beyond that party's control. Each party must use reasonable diligence to avoid any such delay or default and to resume performance under this Contract as promptly as possible after any such delay or default.

Notice of Completion

18. If required for the Project based on the Project Documents, Owner will execute, acknowledge, and record in the manner provided by law a notice of completion of the Project within 10 days after final inspection and approval of the Project. Owner hereby appoints Contractor as Owner's agent to sign and record a notice of completion on Owner's behalf if Owner, following the foregoing final inspection and approval, fails to record a notice of completion. This agency is irrevocable and is coupled with an interest.

No Waiver by Payment

19. The recordation of a notice of completion of the Project by Owner, the payment to Contractor by Owner of any progress payment or the full Contract Price, or the occupation of the Project by Owner will not relieve Contractor of liability (1) for defective materials or workmanship used in the completion of the Project, or (2) for failure to construct the Project according to this Contract or the Project Documents. Acceptance by Contractor of any payment provided for in this Contract will be a representation by Contractor to Owner that all work on the Project required by this Contract to be performed before the payment became due has been completed by Contractor in accordance with the terms of this Contract and in accordance with the Project Documents.

Arbitration of Disputes

20. IF ANY DISPUTE ARISES CONCERNING THE PROJECT, ANY PROVISION OF THIS CONTRACT, OR ANY PROVISION OF A SUBCONTRACT THAT IS SUBJECT TO THIS CONTRACT, THE DISPUTE WILL BE SETTLED BY ARBITRATION HELD IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME A DEMAND FOR ARBITRATION IS FILED WITH THE ASSOCIATION. ANY PARTY TO THE DISPUTE MAY FILE, IN THE MANNER PROVIDED BY THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE ASSOCIATION, A DEMAND FOR ARBITRATION. THE WRITTEN DECISION OF THE ARBITRATOR OR ARBITRATORS APPOINTED BY THE ASSOCIATION WILL BE FINAL AND CONCLUSIVE AS TO ALL PARTIES TO THE DISPUTE. IF ANY PARTY FAILS OR REFUSES TO APPEAR OR PARTICIPATE IN THE ARBITRATION PROCEEDINGS, THE ARBITRATOR(S) MAY DECIDE THE DISPUTE ON THE EVIDENCE PRESENTED IN THE PROCEEDINGS BY THE OTHER PARTY OR PARTIES TO THE DISPUTE. THE ARBITRATOR(S) WILL HAVE THE POWER TO AWARD TO ANY PARTY OR PARTIES TO THE DISPUTE ANY SUMS FOR COSTS, EXPENSES, AND ATTORNEYS' FEES THAT THE ARBITRATOR(S) DEEM(S) PROPER. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION. THIS PROVISION WILL BE BINDING ON OWNER, CONTRACTOR, AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR WHO SIGNS THIS CONTRACT OR ANOTHER CONTRACT THAT INCORPORATES THIS CONTRACT BY REFERENCE.

NOTICE:

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____ [Owner's Initials]
_____ [Contractor's Initials]

Clean Up

21. Contractor must, on completion of the Project, remove all debris and surplus materials from the Property of Owner and leave the Property in "broom clean" condition.

Notices

22. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either Owner or Contractor by the other party to this Contract must be in writing and will be deemed duly served, given, or delivered when (1) personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or (2) deposited in the United States mail, first-class postage prepaid, addressed to Owner at Po Box 80 Dinuba, CA 93618 or to Contractor at P.O. Box 7593, Visalia, California 93290. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

Attorneys' Fees

23. If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party will be entitled to receive from the other party, in addition to any other relief that

maybe granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Sole and Only Agreement

24. This instrument constitutes the sole and only agreement of the parties to this Contract relating to the Project and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

Assignments by Contractor

25. This Contract is for the personal services of Contractor in constructing the Project. Contractor may not assign this Contract, Contractor's right to moneys becoming due under this Contract, or Contractor's duties under this Contract to any other person or entity without the written consent of Owner.

Construction Lender

26. The following name and address of the construction lender, if any, for the Project are provided by Owner pursuant to Civil Code Section 3097(m):

Construction lender (if any):

_____ [Name]

_____ [Address]

Licensing and Regulation of Contractors

27. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Statutory Notice Regarding Mechanics Liens

28. The following statutory notice is applicable if the Project is for construction of a single-family dwelling to be retained by owner for at least one year.

MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or other persons you contract with directly or from laborers who work on your Project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK

HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Bonds

29. IF THE PROJECT IS FOR CONSTRUCTION OF SINGLE-FAMILY DWELLING TO BE RETAINED BY OWNER FOR AT LEAST ONE YEAR, THEN OWNER HAS THE RIGHT TO REQUIRE CONTRACTOR TO SECURE A PERFORMANCE BOND AND A PAYMENT BOND. THE EXPENSE OF THESE BONDS MAY BE BORNE BY OWNER.

Executed on _____, at _____ County, California.

OWNER:

Ridge Creek Ranch Partners, LLC

By: Authorized Representative

CONTRACTOR:

4C GLOBAL
California Contractor's License No. 964881

Matthew D. Ainley, President

**REAL PROPERTY PURCHASE AND SALE
AND
OPTION AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

(City of Dinuba– Ridge Creek Ranch Partners, LLC)

THIS REAL PROPERTY PURCHASE AND SALE AND OPTION AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is made and entered into this ___ day of February, 2015, by and between (i) the CITY OF DINUBA, a governmental entity ("City"), and (ii) RIDGE CREEK RANCH PARTNERS, LLC, ("Buyer"). City and Buyer are sometimes collectively referred to in this Agreement as the "Parties" and individually by their individual names or, without specific reference, as a "Party".

RECITALS

A. WHEREAS, City is the owner of that certain real property in City of Dinuba consisting of approximately 58.55 acres located at the Ridge Creek Project site and consisting of four (4) parcels (APN 012-023-048 (16.39 acres), APN 012-023-033 (33.33) acres, APN 012-024-035 (7.06 acres) and APN 012-024-039 (1.77 acres)), in the City of Dinuba, California, legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"),

B. WHEREAS, on October 10, 2006 City adopted Resolution No. 2006-107 approving application No. 2006-30 and the Ridge Creek Subdivision Vesting Tentative Map thereby permitting the subdivision of the Property into 391 single family residential lots ("Ridge Creek Subdivision Vesting Tentative Map", including the "Villages", "Estates" and "Lakes" neighborhoods),

C. WHEREAS, on September 24, 2013, City adopted Resolution 2013-28 approving application No. 2013-11 thereby revising the Ridge Creek Subdivision Vesting Tentative Map (and renaming same as the Ridge Creek Ranch Vesting Tentative Map) and the Ridge Creek Ranch Design Guidelines ("Design Guidelines) changing the former "Villages" and "Estates" neighborhoods lot configuration from 185 to ~~170~~ lots,

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D. WHEREAS, although the initial entitlements were processed by the City of Dinuba Redevelopment Agency ("RDA"), which at the time held title to the Property, on or before September 24, 2013, the RDA ceased to exist as a separate legal agency and the City is now the lawful holder of fee title in the Property with all rights title and interest in the Property.

E. WHEREAS, Buyer desires to develop the Property in two phases: Phase I will consist of approximately 38.54 acres, consisting of lots 1-68; 85-114; 136-149; 172 and Outlots A-N, P and T, of the Ridge Creek Ranch Vesting Tentative Map, more particularly described on Exhibit "A-1" (collectively the "Phase I Property"); Phase II will consist of approximately 20.01 acres, consisting of lots 69-84; 115-135; 150-171 and Outlots O, Q-S; and, U-Z of the Ridge Creek Ranch Vesting Tentative Map, more particularly described on Exhibit "A-2" (collectively the "Phase II Property").

F. WHEREAS, Buyer desires to purchase from City the Phase I Property and obtain an option from City to purchase the Phase II property.

G. WHEREAS, City desires to sell to Buyer the Phase I Property, and grant Buyer an option to purchase the Phase II Property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

ARTICLE I

PURCHASE AND SALE

1.0 Definitions. Certain capitalized terms used in this Agreement have the meanings defined below:

1.1 “Actual knowledge” means the actual knowledge the City of Dinuba, its Mayor, Councilmembers, employees and agents, without the requirement of any further inspection, investigation, or inquiry.

1.2 “Approved” or “Approval” means that with respect to any item or matter for which approval by the City Council of the City of Dinuba is required, the City Council has voted to approve such item or matter and all applicable appeal periods for such approval have expired without the filing of an appeal, or if an appeal has been filed, that the appeal has been resolved on terms satisfactory to Buyer in its sole and absolute discretion.

1.3 “Assignment of Declarant’s Rights” means an assignment to Buyer of certain of City’s rights as the “Declarant” under any declaration(s) of covenants, conditions and restrictions described in the Preliminary Report in a form reasonably satisfactory to Buyer and City, duly executed by City, acknowledged and in recordable form.

1.4 “Buyer” is defined in the first paragraph of this Agreement.

1.5 “Closing” means the date upon which a Grant Deed is recorded in the Official Records of the County of Tulare, title to the Property is conveyed to Buyer, and possession of the Property is delivered to Buyer, in accordance with the terms of this Agreement.

1.6 “Closing Date” means 21 days from the date the Conditions Precedent set forth in Section 2.04 have been satisfied; provided, however, that all of the conditions in Section 7.03.2 have been satisfied or waived by Buyer. Buyer’s waiver of any such conditions precedent shall be in Buyer’s sole and absolute discretion and must be in writing in order to be effective.

1.7 “Deposit” means the “sum of Fifty-Eight Thousand One Hundred Ninety-Five and 40/100 DOLLARS (\$58,195.40) (10% of the Phase I Purchase Price) delivered in accordance with Section 3.0, below.

1.8 “Effective Date” is the date Dinuba City Council approves this Agreement or the City Manager signs the Agreement, whichever is later.

1.9 “Election Notice” is defined in Section 4.03.

- 1.10 “Environmental Requirements” is defined in Section 6.01(e)(ii).
- 1.11 “Escrow” means the escrow established pursuant to this Agreement through which the purchase and sale of the Property shall be consummated.
- 1.12 “Escrow Holder” means:
- Chicago Title Company
155 North K Street
Dinuba, CA 93618
Attn: Connie Cauthen
Telephone :(559) 591-5411
Facsimile: (559) 591-
Email: CauthenC@CTT.com
- 1.14 “Feasibility Date” means a date which is thirty (30) days from the Effective Date.
- 1.15 “Fee Credits” means all City of Dinuba fees currently credited to the Property upon obtaining building permits.
- 1.17 Intentionally left Blank.
- 1.18 “Grant Deed” means a grant deed to the Real Property in the form of Exhibit B.
- 1.19 “Hazardous Substance” is defined in Section 6.01(e)(iii).
- 1.22 “Opening of Escrow” is the date on which Escrow is opened under Section 3.1.
- 1.23 “Option Consideration” is defined in Section 8.04.
- 1.24 “Outside Closing Date” means September 1, 2015.
- 1.25 “Parties” and “Party” are defined in the first paragraph of this Agreement.
- 1.26 “Permitted Exceptions” means general and special real property taxes and assessments a lien not yet due and payable and any other liens, easements, encumbrances, covenants, conditions and restrictions of record approved, or waived if a Disapproved Exception, by Buyer pursuant to Section 5.01, or created under the signature of Buyer.
- 1.27 “Phase I Property” is defined in the Recitals.
- 1.28 “Phase II Property” is defined in the Recitals
- 1.29 “Phase I Purchase Price” means the sum of Five Hundred Eighty One Thousand Nine Hundred Fifty Four and 00/100 Dollars (\$581,954.00) based upon 38.54 acres at a purchase price of \$15,100.00 per acre.

1.30 "Phase II Purchase Price" means the sum of Three Hundred Two Thousand One Hundred Fifty One and 00/100 Dollars (\$302,151.00) based upon 20.01 acres at a purchase price of \$15,100.00 per acre.

1.31 "Property" is defined in the Recitals to this Agreement.

1.32 "Title Company" means Chicago Title Company.

1.33 "Title Policy" means a current 2006 ALTA Extended Owner's Title Insurance Policy with such endorsements as Buyer may reasonably request, in amount equal to the Adjusted Purchase Price, insuring fee title to the Property vested in Buyer, subject only to the Permitted Exceptions.

2.0 Agreement of Purchase and Sale

2.01 Purchase of the Property. Pursuant to the terms and subject to the conditions set forth in this Agreement, City agrees to sell the Phase I Property to Buyer in exchange of the Purchase Price, and Buyer agrees to purchase the Phase I Property from City, in exchange of the Purchase Price, at the Closing (as defined in Section 1.5 of this Agreement).

2.02 The Phase I Property shall include, without exception:

- (a) All improvements located on or under the Phase I Property;
- (b) All of City's right, title, and interest in and to any easements and rights-of-way relating to, used in connection with, or appurtenant to the Phase I Property, whether or not of record;
- (c) All fixtures or items of personal property that City may have an interest in as may be appurtenant or affixed to the Phase I Property;
- (d) All of City's right, title and interest in any and all minerals, oil, gas and other hydrocarbons located on or under the Phase I Property; and,
- (e) All of City's other rights, title and interests in any and all tangible and intangible property related to the Property, including but not limited to any rights of reimbursement or credit.

2.03 Payment of the Purchase Price. The Phase I Purchase Price shall be payable as follows:

(a) Deposit. Subject to the provision set forth in Section 3.02 below, the Deposit shall equal the sum of Fifty-Eight Thousand One Hundred Ninety-Five and 40/100 Dollars (\$58,195.40 (the "Deposit")); and,

(b) Balance of the Purchase Price The balance of the Phase I Purchase Price, shall equal the sum of Five Hundred Twenty Three Thousand Seven Hundred Fifty Eight and 60/100 Dollars (\$523,758.60) ("Balance of Phase I Purchase Price").

2.04 Conditions Precedent to Closing:

In conjunction with Section 7 below, the Close of Escrow is hereby expressly conditioned on the satisfaction of the following:

(a) Phase I Final Map. Within 45 days of the Effective Date, Buyer shall submit to the City a final map applicable to the Phase I Property, for review and approval; and,

(b) Development Agreement. Buyer and City shall have entered into a Development Agreement applicable to the development of the Property (Phase I and Phase II), in recordable form, approved by the City Council.

3.0 Deposit.

3.01 Deposit. Within five (5) days of the Effective Date, Buyer shall deliver to the Escrow Holder, the Deposit, in immediately available funds. Escrow Holder shall maintain the Deposit in an interest bearing account until such time as it may be released pursuant to the terms of this Agreement.

3.02 Handling of Deposit. If the Escrow fails to close by the Closing Date described in Section 1.6 due to Buyer's default, the Deposit shall be disbursed by the Escrow Holder to City as Liquidated Damages, as provided in Section 9.01.2. If Escrow closes, then Escrow Holder shall apply the Deposit against the Purchase Price.

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4.0 Possession, Physical Inspection, and Condition of Undivided Interest in the Property.

4.01 Possession. Buyer shall have the right to possess the Phase I Property on and after the Close of Escrow (as defined in Section 7.08 of this Agreement).

4.02 Inspection of the Property. Commencing with the Effective Date and continuing to 5:00 PM on the Feasibility Date, (the "Feasibility Period"), Buyer and Buyer's agents, employees, contractors and representatives (collectively, "Buyer's Agents") may investigate, inspect, and conduct such tests upon the Property, and each portion thereof, as Buyer deems necessary or advisable ("Buyer's Inspections").

4.03 Approval of the Physical Condition of the Property. Buyer shall have until 5:00 PM of the Feasibility Date, to approve of Buyer's inspections and all other matters relating to the physical condition of the Property. On or before 5:00 PM of the Feasibility Date, Buyer shall deliver to City and Escrow Holder written notice of Buyer's election to proceed with the purchase of the Phase I Property ("Election Notice"). Delivery of the Election Notice shall constitute Buyer's approval of the physical condition of the Property (Phase I and Phase II). If Buyer fails to timely deliver Buyer's Election Notice, this Agreement shall automatically terminate. Escrow Holder shall return the Deposit to Buyer without further instruction. Except to the extent any obligation or duty survives termination, neither Party shall have any further obligations under this Agreement. If Buyer timely delivers Buyer's Election Notice, the Parties shall proceed according to the terms of this Agreement.

4.04 Buyer's Indemnification of City. Buyer shall indemnify, defend, and hold City, and City's employees, agents, successors, and assigns, and each of them, and the Property, harmless from and against any and all claims, demands, losses, costs, expenses, damages, recoveries, deficiencies, liabilities, and liens (including, without limitation, the defense thereof and all reasonable attorneys', paralegals', and other professionals' fees and costs) that may arise, result from or be attributable to the acts or omissions of Buyer or Buyer's Agents, or both, in performing or preparing Buyer's Inspections.

5.0 CONDITION OF TITLE TO THE PROPERTY

5.01 Condition of Title to the Property. City shall convey fee simple title in and to the Phase I Property to Buyer at the Closing. Title shall be conveyed by City to Buyer by grant deed, subject to the items enumerated in this Section 5.01. Buyer shall accept title to the Property subject to the following exceptions (the "Permitted Exceptions"):

- (a) The lien for property taxes that are assessed but not yet delinquent (if any);
- (b) The lien for supplemental taxes and assessments resulting from the change in ownership created by the sale of the Property to Buyer (if any); and,
- (c) All other exceptions to title reflected on a preliminary title report (the Preliminary Report"), except as objected to by Buyer pursuant to Section 5.02 of this Agreement.

5.02 Preliminary Report.

(a) Title Review. Within five (5) days of the Effective Date, City shall obtain and deliver to Buyer the Preliminary Report to be prepared by Escrow Holder. Buyer may make objections to any exception to title reflected in the Preliminary Report (other than the items listed in Sections 5.01(a) and 5.01(b) of this Agreement), provided such objections are made to City in writing within twenty (20) days of Buyer's receipt of the Preliminary Report. If Buyer fails to notify City, in writing, of any objections to title by such date, then Buyer shall be deemed to have accepted title to the Property subject to all of the exceptions to title reflected in the Preliminary Report.

(b) Removal of Exceptions. If Buyer timely objects to any exception to title set forth in the Preliminary Report (other than the items listed in Sections 5.01(a) and 5.01(b) of this Agreement), City may (i) cause the exception to be removed of record; (ii) obtain the appropriate endorsement of the policy of title insurance to be issued by Escrow Holder to Buyer insuring against the exception; or (iii) terminate the sale of the Property to Buyer pursuant to this Agreement, unless Buyer elects to take title to the Property subject to such exception. If necessary to insure around the exception, City may choose a new title company reasonably satisfactory to Buyer.

5.03 Title Insurance. At the Close of Escrow and as a condition to Buyer's obligation to purchase the Property, the Escrow Holder shall commit to issue, and to deliver to Buyer, Title Insurance insuring title to the Phase I Property in Buyer in the condition set forth in Section 5.01 of this Agreement and with liability in the amount of the Purchase Price (the "Title Policy").

6.0 COVENANTS, REPRESENTATIONS, AND WARRANTIES

6.01 Covenants, Warranties, and Representations of City. City hereby makes the following covenants, representations, and warranties and acknowledges that Buyer's execution of this Agreement has been made and Buyer's acquisition of the Property will be made in material reliance by Buyer on these covenants, representations, and warranties:

(a) Authority. City has the authority to enter into this Agreement and to perform all covenants and obligations and make all representations and warranties set forth in this Agreement;

(b) No Knowledge of Defects in Title. There are no defects in title to the Property, or any portions thereof, which are not of record or that have not been disclosed in writing to Buyer and the Escrow Holder;

(c) Governmental Violations. The Property does not violate any Federal, State, County, City, or other building, zoning, fire, health codes or ordinances, or other governmental regulations applicable to the Property. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions called for or contemplated hereby, violates any Federal, State, County, City laws, regulations, statutes or ordinances;

(d) Litigation. There are no actions, suits, claims, legal proceedings or other matters pending and, to the knowledge of City, there are no threatened actions, suits, claims, legal proceedings or other matters, involving or affecting the Property, or any portion thereof, at law, in equity or otherwise, before any court or governmental agency;

(e) Environmental.

(i) Environmental Representations and Warranties. City represents and warrants that any and all handling, transportation, storage, treatment or usage of Hazardous Substances (as defined in Section 6.01(f)(iii) of this Agreement) that has occurred on the Property, or any portion thereof, during the period of City's ownership has been in compliance with all Environmental Requirements (as defined in Section 6.01(f)(ii) of this Agreement) and has not resulted in a release of any Hazardous Substances above, on, or beneath the Property, or any portion thereof, or any adjoining or other property. City further represents and warrants that, except as otherwise disclosed to Buyer in writing, any currently known Hazardous Substances that might be present above, on, or beneath the Property, or any portion thereof, do not exceed those concentrations that would violate current applicable laws and regulations and there are no underground storage tanks at the Property. City shall indemnify, defend, and hold harmless Buyer and Buyer's Agents, employees, contractors, successors, and assigns, and each of them, and the Property from and against any and all claims, demands, suits, actions, causes of action, judgments, damages, obligations, liabilities, liens, losses, costs, expenses, penalties, and interest (including, without limitation, reasonable attorneys', paralegals', consultants', experts', and other professionals' fees and costs) arising out of or relating to a breach of City's representations and warranties set forth above. This indemnity shall survive the Close of Escrow.

(ii) "Environmental Requirements" means all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states or political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation, all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Substances", chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes whether solid, liquid, or

gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, materials, or wastes, whether solid, liquid, or gaseous in nature.

(iii) The term “Hazardous Substance” as used in this Agreement shall include, without limitation, any substance, chemical, compound, waste, material or mixture which is (or which contains or is the decomposition product of any substance, chemical compound, or mixture which is):

(1) a “Hazardous Substance”, “Hazardous Material”, “Hazardous Waste”, or “Toxic Substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.;

(2) an “Extremely Hazardous Waste”, a “Hazardous Waste”, or a “Restricted Hazardous Waste”, under §§ 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to §§ 25140 or 44321 of the California Health and Safety Code;

(3) a “Designated Waste” under California Water Code § 13173.

(4) a “Hazardous Material”, “Hazardous Substance”, “Hazardous Waste”, “Toxic Air Contaminant”, or “Medical Waste” under §§ 25281, 25316, 25501, 25501.1, 25023.2 or 39655 of the California Health and Safety Code;

(5) “Oil” or a “Hazardous Substance” listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substance, by-product or waste;

(6) listed or defined as a “Hazardous Waste”, “Extremely Hazardous Waste”, or an “Acutely Hazardous Waste” pursuant to Chapter 11 of Title 22 of the California Code of Regulations;

(7) listed by the State of California as a chemical known by the State to cause cancer or reproductive toxicity pursuant to § 25249.8(a) of the California Health and Safety Code;

(8) a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, human or animal health, public or worker safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose;

(9) any material the presence of which would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank;

(10) pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.;

(11) radon, asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. or other applicable laws;

(12) any radioactive material including, without limitation, any "source material", "special nuclear material", "by-product material", "low-level wastes", "high-level radioactive waste", "spent nuclear fuel" or "transuranic waste", "special waste" and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq., the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101 et seq., or pursuant to the California Radiation Control Law, California Health and Safety Code §§ 25800 et seq.;

(13) industrial process and pollution control wastes, whether or not "hazardous" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. or the Hazardous Waste Control Act, California Health and Safety Code §§ 25100 et seq.;

(14) regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., or the California Occupational Safety and Health Act, California Labor Code §§ 6300 et seq.;

(15) regulated under the Clean Air Act, 42 U.S.C. §§ 7401 et seq. or pursuant to Division 26 of the California Health and Safety Code; and/or

(16) any condition or circumstance in violation of the common law, including without limitation one which constitutes a nuisance, waste, trespass or which results in objectionable odors, dust or otherwise adversely impacts use of the subject real property.

(f) Leases. Excluding any Permitted Exceptions, as of the Closing, the Property will not be subject to any leases, licenses or other rights of possession of any kind whatsoever; and,

(g) Performance. City shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that City is required to perform, comply with or satisfy under this Agreement.

6.02 Covenants, Warranties, and Representations of Buyer. Buyer hereby makes the following covenants, representations, and warranties to City and acknowledges that City's execution of this Agreement and the Development Agreement has been made and City's agreement to sell the Property to Buyer will be made in material reliance by City on these covenants, representations, and warranties:

(a) Authority. Buyer has the authority to enter into this Agreement and Development Agreement and to perform all covenants and obligations, and make all representations and warranties, set forth in this Agreement and Development Agreement;

(b) No Violation. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions called for or contemplated hereby, will as of the closing, violate any contract, agreement or instrument to which Buyer is a party or bound; and,

(c) Performance. Buyer shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that Buyer is required to perform, comply with or satisfy under this Agreement and Development Agreement.

7.0 ESCROW AND CONDITIONS TO CLOSE OF ESCROW

7.01 Establishment of Escrow. Upon the execution of this Agreement, the Parties shall promptly open an escrow (the "Escrow") with Connie Cauthen at Chicago Title Company, 155 North K Street, Dinuba, California 93618 (the "Escrow Holder") to provide for the conveyance of the Property by City to Buyer pursuant to this Agreement. Within five (5) business days after the execution of this Agreement, a duplicate of this Agreement shall be deposited with the Escrow Holder and shall constitute escrow instructions to the Escrow Holder concerning this transaction. The parties shall deliver to Escrow Agent an executed copy of this Agreement, which shall constitute the sole instructions to Escrow Agent. Buyer and City may elect, in their sole discretion, to execute preprinted closing instructions; provided that in the event of any conflict between the preprinted closing instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

7.02 Deposits in Escrow. The Parties shall make the following deposits in Escrow at or prior to the Close of Escrow:

7.02.01 City's Deposits.

- (a) City shall deposit the following documents upon opening of Escrow:
 - (i) An executed and recordable Memorandum of Option Agreement in the form attached hereto as Exhibit "E."
- (b) City shall deposit the following funds and documents into the Escrow prior to the Close of Escrow:
 - (i) An executed and acknowledged original Grant Deed in the form attached hereto as Exhibit "B";
 - (ii) An executed Assignment and Bill of Sale in the form attached hereto as Exhibit "C"; and,
 - (iii) An executed and recordable Development Agreement.

7.02.02 Buyer's Deposits.

- (a) Buyer shall deposit the following documents upon opening of Escrow:
 - (i) An executed and recordable Memorandum of Option Agreement in the form attached hereto as Exhibit "E"; and,
 - (ii) An executed Quit Claim deed in the form attached hereto as Exhibit "F".
- (b) Buyer shall deposit the following funds and documents into the Escrow prior to the Close of Escrow:
 - (i) The Election Notice;
 - (ii) The Deposit;
 - (iii) A Preliminary Change in Ownership Report;
 - (iv) The Balance of Purchase Price (Phase I or Phase II as the case may be) and Buyer's Share of the Closing Costs; and,
 - (vi) An executed and recordable Development Agreement.

7.03 Memorandum of Option. Concurrently with the execution and delivery of this Agreement, Seller and Buyer shall each execute, acknowledge and deliver to Escrow Holder a Memorandum of Option (or counterparts thereof) in the form attached as Exhibit "E" ("Memorandum of Option") and Buyer shall execute, acknowledge and deliver to Escrow Holder a Quitclaim Deed in the form attached as Exhibit "F" ("Quitclaim Deed"). Escrow Holder shall cause the Memorandum of Option to be recorded against the Property in the Official Records of the County Recorder upon Buyer's delivery of Buyer's Election Notice. If this Agreement is terminated pursuant to its terms prior to that recordation, however, then Escrow Holder shall thereupon deliver the Memorandum of Option to Seller and the Quitclaim Deed to Buyer. If this Agreement is terminated pursuant to its terms for any reason other than a default by Seller after that recordation, then Escrow Holder shall immediately record the Quitclaim Deed, unless pursuant to this Agreement Buyer is entitled to a return of the Deposits, in which case the Quitclaim Deed shall not be recorded until the Deposits are returned to Buyer. Upon the close of Escrow, Escrow Holder shall deliver the Quitclaim Deed to Buyer.

7.04 Escrow Closing. The Close of Escrow is hereby expressly conditioned on the satisfaction or waiver by the Party whose performance is conditional thereon, of each of the Conditions Precedent.

7.04.1 Conditions Precedent to City's Obligation to Perform. City's obligation to perform as set forth in this Agreement is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- (a) Performance by Buyer. Buyer shall have performed each of the acts to be performed by it under this Agreement, including, without limitation:
 - (i) Execution of a Development Agreement in recordable form;
 - (ii) Delivery of the Deposit pursuant to Section 3.01.
 - (iii) Delivery of Buyer's Election Notice pursuant to Section 4.03;
 - (iv) Delivery of the Balance of the Purchase Price (Phase I or Phase II, as the case may be);
 - (v) Delivery of Buyer's estimated share of closing costs pursuant to Section 7.09; and,
 - (vi) Submission of the Phase I Property final map for City review and approval pursuant to Section 2.04(b).

- (b) City Council has approved this Agreement.
- (c) City Council has approved a Development Agreement pursuant Section

2.04(b).

(d) Accuracy of Buyer's Representations and Warranties. Each of Buyer's representations and warranties set forth in Section 6.02 shall be true at the Close of Escrow as if affirmatively made at that time.

The foregoing conditions are solely for the benefit of City, any or all of which may be waived by City in City's sole discretion.

7.04.2 Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth in this Agreement is hereby expressly conditioned on the satisfaction of each and every one of the following conditions precedent:

(a) Performance by City. City shall have performed every act to be performed by it under this Agreement, including, without limitation,

- (i) Delivery of a fully executed Development Agreement pursuant to Section 2.04(b); and,
- (iii) Delivery of a grant deed conveying the Property to Buyer (the "Grant Deed").

(b) Election Notice. Buyer has timely delivered Buyer's Election Notice pursuant to Section 4.03.

(c) City Council Approval. The City Council has approved this Agreement and a Development Agreement.

(d) Accuracy of City's Representations and Warranties. Each of the representations and warranties of City contained in Section 6.01 or elsewhere in this Agreement shall be true at the Close of Escrow as if affirmatively made at that time.

(e) Objections to Title. Any objections to any exceptions to title set forth in the Preliminary Report shall have been remedied by City as set forth in clauses (i), (ii) or (iii) of Section 5.02(b) of this Agreement.

(f) Title Insurance. The Escrow Holder shall be committed to issue the Title Policy as set forth in Section 5.03 of this Agreement in the condition set forth in Section 5.01 of this Agreement and City shall have complied with all requirements of Escrow Holder in connection with the issuance of the Title Policy.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived by Buyer in Buyer's sole discretion.

7.05 Failure or Waiver of Conditions Precedent. In the event any of the conditions set forth in Sections 2.04(a) and 2.04(b) of this Agreement are not fulfilled or waived on or before the Outside Closing Date, this Agreement shall terminate and all rights and obligations under this Agreement of each Party shall be at an end, unless otherwise agreed in writing by City and Buyer. City or Buyer may elect, at any time prior to the Closing, to waive in writing the benefit of any of their respective conditions set forth in Sections 2.04 (a) and 2.04(b) of this Agreement, as applicable. In any event, the Parties' consent to the Close of Escrow shall waive any remaining unfulfilled conditions (but such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement).

7.06 Escrow Holder. The parties acknowledge that Escrow Agent is acting solely as a closing agent at their request and for their convenience, that Escrow Holder shall not be deemed to be the agent of either of the parties for any act or omission on his part unless taken or suffered in bad faith in willful disregard of this Agreement or involving gross negligence. Buyer and City shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

7.07 Prorations. City shall be responsible for any non-exempted supplemental assessments or reassessments made to the extent attributable to any period prior to the Closing Date, and Buyer shall be responsible for all periods thereafter. Buyer shall pay any supplemental taxes assessed pursuant to the laws of the State of California resulting from the sale of the Property to Buyer. The Escrow Holder shall prorate real and personal property taxes or assessments and other like charges relating to the Property to the extent attributable to any period prior to the Closing Date to City, and to Buyer for all periods thereafter. City is a tax-exempt governmental entity and shall only pay the prorated amount of non-exempted taxes, if any.

7.08 Title Insurance. At the Closing, the Escrow Holder shall commit to provide or issue, effective as of that date, the Title Policy as set forth in Section 5.03 of this Agreement.

7.09 Costs and Expenses. Closing costs (the "Closing Costs") shall be borne by the Parties as follows:

- (a) The premium for the Title Policy and any non-exempted transfer taxes, non-exempted sales taxes, or other similar non-exempted taxes shall be paid by City;
- (b) Recording fees, document preparation fees, and any use taxes shall be paid by Buyer;
- (c) Escrow fees and other Closing Costs shall be shared equally between Buyer and City; and,
- (d) Any other Closing Costs shall be borne by City and Buyer in the manner as is customary in the County of Tulare, State of California.

Buyer and City shall each deposit additional funds into the Escrow in an amount equal to their respective shares of the Closing Costs as determined by the Escrow Holder; provided, however, that if sufficient funds have been otherwise deposited into the Escrow, the Escrow Holder is hereby authorized to withhold City's share of the Closing Costs from funds that would otherwise be distributable to City.

7.10 Closing Date. Unless otherwise extended by the Parties in writing, the Close of Escrow shall be twenty-one (21) days from the date the Conditions Precedent set forth in Section 2.04 are satisfied; provided, however, that all of the conditions in Section 7.04 have been satisfied or waived by Buyer. Buyer's waiver of any such conditions precedent shall be in Buyer's sole and absolute discretion and must be in writing in order to be effective (the "Closing Date") but not later than the Outside Closing Date. As used herein, the terms "Close", "Closing", and "Closing Date" shall be synonymous with the term Close of Escrow.

7.11 Procedure for Closing. The Escrow Holder shall close the Escrow by doing the following:

- (a) Pay from funds deposited by City or otherwise distributable to City, all claims, demands, and liens necessary to place title to the Property in the condition set forth in Section 3.01 of this Agreement;
- (b) In accordance with Section 7.07 of this Agreement pay City's share of the Closing Costs from funds deposited by City or otherwise distributable to City;
- (c) Pay from funds deposited by Buyer, Buyer's share of the Closing Costs;
- (d) Prorate real and personal property taxes, assessments, and charges as set forth in Section 6.03 of this Agreement;
- (e) Date the Grant Deed as of the Close of Escrow;
- (f) Record the Grant Deed in the Official Records of the County of Tulare, State of California, and direct the County Recorder to affix the transfer tax after recording, and return the recorded Grant Deed to Buyer with a conformed copy to City;
- (g) Record the Development Agreement against the Property (Phase I and Phase II) in the Official Records of the County of Tulare, State of California;
- (h) Deliver a copy of Buyer's and City's closing statements for this Escrow to the respective Parties;
- (i) Unless otherwise instructed by City unilaterally, deliver the Deposit and the Balance of the Purchase Price, less payments, and other charges that are chargeable to City as authorized hereunder, to City;
- (j) Deliver any remaining funds held in Escrow to Buyer; and,
- (k) Deliver to Buyer the original and two (2) copies of the Title Policy in the form set forth in Section 5.03 of this Agreement no later than thirty (30) days after the Closing Date.

7.12 Inability to Close. In the event the Escrow Holder is unable to close the Escrow, at no fault of Buyer or City, and the Closing Date is not otherwise extended, this Escrow shall terminate. The Escrow Holder shall record the Quit Claim Deed, return to each Party any money or documents deposited by the Parties and terminate the Escrow; provided, however, that any cancellation charges imposed by the Escrow Holder shall be paid by the defaulting Party, or if neither Party is in default, divided equally between Buyer and City.

ARTICLE II
OPTION AGREEMENT

8.0 Option to Purchase

8.01 Grant of Option. City grants to Buyer the sole and exclusive option to purchase the Phase II Property, together with all rights whatsoever, including riparian rights, rights of way, oil, gas and mineral rights, privileges, easements, interests and appurtenances thereto, subject to the terms and conditions of this Option ("Option").

8.02 Option Period. Buyer shall have three years from Effective Date to exercise the Option ("Option Period").

8.02.01 Extension of Option Period. Buyer shall have the right to extend the Option Period for one (1) additional three (3) year term ("Option Extension"), provided that Buyer, not later than 5:00 PM on the last day of the Option Period, notifies City and Escrow Holder, in writing of Buyer's intent to extend the Option Period ("Notice of Option Extension"). In consideration of the City granting the Option Extension, Buyer shall pay City a total of Ten Thousand and 00/100 Dollars (\$10,000.00) ("Option Extension Consideration") which shall not be applied to the Purchase Price. Buyer's Notice of Option Extension shall not be effective to extend the Option Period unless said Notice is timely received by the Escrow Holder and is accompanied by the Option Extension Consideration. Upon receipt of the Notice of Option Extension and the Option Extension Consideration, Escrow Holder shall notify the Buyer and Seller of the new Option Period and shall immediately release to City the Option Extension Consideration.

8.03 Phase II Purchase Price. The Purchase Price of the Phase II Property is Three Hundred Two Thousand One Hundred Eighty One and 00/00 Dollars (\$302,151.00) based upon 20.01 acres at a purchase price of \$15,100 per acre.

8.04 Option Consideration. Within five (5) days of the Effective Date Buyer shall deliver to Escrow Holder Thirty Thousand Two Hundred Fifteen and 10/100 (\$30,215.10) which is 10.0% of the Phase II Purchase Price (the "Option Consideration"). The Option Consideration shall be released to City upon Close of Escrow on the Phase I Property. To the extent the Option Consideration is released, said Option Consideration shall be applied as a credit toward payment of the Purchase Price of the Phase II Property.

8.05 Balance of the Phase II Purchase Price. The balance of the Phase II Purchase Price, shall equal the sum of Two Hundred Seventy One Thousand Nine Hundred Thirty Five and 90/100 Dollars (\$271,935.90) ("Balance of Phase II Purchase Price").

8.06 Memorandum of Option Agreement. A Memorandum of Option Agreement shall be executed by Buyer and City and recorded with the County Recorder's Office ("Memorandum of Option"). Buyer shall execute and Escrow Holder shall hold in escrow a Quit Claim Deed which quit claims all of Buyer's rights and interest in the Phase II Property ("Quit Claim"). Escrow Holder shall record the Termination upon termination this Agreement or Close of Escrow on the Phase II Property, whichever occurs first.

8.07 Exercise of Option. Assuming deliver the Option Consideration, has closed escrow on the Phase I Property and Buyer is not otherwise in Default under this Agreement; Buyer may exercise the Option to purchase the Phase II Property by providing sixty (60) days written notice to City and Escrow

Holder of Buyer's election to exercise the Option and close escrow on the Phase II Property no sooner than sixty days from the date of such notice, but not later than ninety (90) days from such notice ("Exercise Notice").

8.08 Termination of Option. If Buyer fails to deliver Buyer's Exercise Notice on or before 5:00 PM on the second anniversary of the sale of the first lot in the Phase I Property, the Option shall expire and this Agreement shall terminate. Seller shall retain the Option Consideration and expect as to obligations which expressly survive the termination of this Agreement, Buyer and Seller shall have no further obligation under this Agreement. Escrow Holder shall record the Quit Claim deed.

8.09 Phase II Property Closing. Closing of the Phase II Property shall be held in accordance with the provisions of Section 7 of this Agreement relating to the Close of Escrow on the Phase I Property.

8.10 Phase II Property Outside Closing Date. Unless otherwise extended by mutual agreement of the Parties, Buyer shall Close Escrow on the Phase II Property shall not be later than sixty (60) days from the expiration of the Option Period, provided Buyer has timely exercised its Option.

8.11 Title Updated Preliminary Title Report. Buyer shall have the right, at Buyer's expense, to obtain an updated Preliminary Title Report and legible copies of all documents, whether recorded or unrecorded, referred to in the Updated Preliminary Title Report (collectively, "Updated Prelim") prior to the close of the Phase II Property. If any such Updated Prelim discloses any exceptions which are not disclosed in the Prelim and which Buyer has not caused or consented to, Buyer shall have seven (7) days after receipt of said Updated Prelim with which to notify the Owner in writing of Buyer's disapproval of such exceptions (collectively "Updated Disapproved Exceptions"). Any exceptions to the title, other than the Prelim Disapproved Exceptions, which would be disclosed by examination of the records shall be deemed to have been accepted unless and to the extent objected to in writing within said seven (7) days. In the event of any such above mentioned and permitted disapproval, City shall have ten (10) days after City's receipt of Buyer's written disapproval of the Updated Disapproved Exceptions within which to attempt to remove the Updated Disapproved Exceptions.

City agrees to use its best and good faith efforts to remove all Updated Disapproved Exceptions. In the event Buyer exercises its right to purchase the Phase II Property in accordance with the provisions of this Agreement and all of the Updated Disapproved Exceptions have not been removed from title of the Phase II Property to be purchased, before the Phase II Property Closing Date, Buyer shall have only the right to either (a) terminate this Agreement as to the Phase II Property, or (b) to purchase that Phase II Property subject to the Updated Disapproved Exceptions not removed by City without reduction in the amount of the Purchase Price for that Phase.

8.12 Condition of Title to the Phase II Property. Upon Buyer's delivery of the Exercise Notice, the provisions in Section 5.02 above relating to the Condition of Title of the Property apply to Phase II Property and shall be incorporated herein by reference.

8.13 Covenants, Representations, and Warranties. Upon Buyer's delivery of the Exercise Notice the provisions in Section 6 above relating to the Covenants, Representations and Warranties of City and Buyer shall apply to the Phase II Property and shall be incorporated herein by reference.

8.14 Escrow and Conditions to Close of Escrow. Upon Buyer's delivery of the Exercise Notice the provisions in Section 7 above relating to the Escrow and Conditions to Close of Escrow shall apply to the Phase II Property and shall be incorporated herein by reference. The following conditions precedent shall be deemed to have been satisfied with the Closing on the Phase I Property:

- (a) City Council Approval of this Agreement;
- (b) City Council Approval of the Development Agreement; and,
- (c) Delivery of Buyer's Election Notice.

Except as provided herein, all other Conditions of Close relative to the Phase I Property shall be also be satisfied with respect to the Phase II Property.

8.15 Risk of Loss and Condemnation. City shall bear risk of loss until the recording of the deed of conveyance. In the event of any damage to all or any portion of the Property, condemnation, eminent domain or taking of any portions of the Property prior to Closing, Buyer may, at its election, terminate this Agreement in full, or at Buyer's election, terminate the purchase of that particular portion of the Property (Phase I Property or Phase II Property, as the case may be), but purchase all other portions of the Property not so damaged or condemned. In the event Buyer terminates this Agreement, the Deposit or Option Consideration or both, as the case may be, paid shall be refunded to Buyer and Buyer shall have no further obligations hereunder. If Buyer proceeds with Closing, Buyer shall be entitled and City shall assign to Buyer all condemnation awards and settlements.

ARTICLE III GENERAL PROVISIONS

9.0 General Provisions. The following General Provisions are applicable to the entire Agreement, including but not limited:

9.01 Remedies.

9.01.1 City Default. If City defaults hereunder, or the Closing does not occur by reason of City's default hereunder which is not cured within ten (10) days after City first has knowledge of such default, then Buyer shall be entitled to pursue any remedies to which Buyer may be entitled under this Agreement, at law and/or in equity, including without limitation, the right to specifically enforce this Agreement, to record a notice of pendency of action against any of the Property and/or to terminate this Agreement, have the Deposits returned and pursue an action for damages; provided, however, in no event shall City be liable to Buyer for any lost profits or other consequential or special damages.

9.01.2 BUYER'S DEFAULT. BUYER AND CITY AGREE THAT IN THE EVENT THE CLOSING FAILS TO OCCUR BECAUSE OF BUYER'S DEFAULT OR BREACH (NOT DUE TO CITY'S WRONGFUL ACTS OR OMISSIONS OR CITY'S BREACH) HEREUNDER, THE DAMAGES TO CITY WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, THE DEPOSITS, TO THE EXTENT MADE AND RELEASED, IS A REASONABLE ESTIMATE OF THE DAMAGES TO CITY, SUCH DAMAGES INCLUDING COSTS OF NEGOTIATING AND DRAFTING OF THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER UPON BUYER'S DEFAULT, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. ACCORDINGLY, BUYER AGREES THAT UPON BUYER'S RECEIPT OF NOTICE OF SUCH DEFAULT OR BREACH FROM CITY, WHICH NOTICE SHALL SPECIFY THE BREACH IN DETAIL, AND FAILURE BY BUYER TO CURE SAID BREACH, DEFAULT OR FAILURE TO

PERFORM WITHIN TEN (10) DAYS AFTER RECEIPT OF SUCH NOTICE, AND CLOSING FAILS TO OCCUR BECAUSE OF SUCH BREACH OR DEFAULT, CITY SHALL RETAIN THE DEPOSIT(S), TO THE EXTENT MADE AND RELEASED, AS LIQUIDATED DAMAGES, AS CITY'S SOLE REMEDY IN THE EVENT OF ANY SUCH MATERIAL BREACH OR DEFAULT BY BUYER HEREUNDER. THE PARTIES ACKNOWLEDGE THAT CITY'S RETENTION OF LIQUIDATED DAMAGES AS CONTEMPLATED IN THIS SECTION 9.01.2 IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY UNDER CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677. THE FOREGOING IS NOT INTENDED TO LIMIT BUYER'S SURVIVING OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF BUYER TO INDEMNIFY CITY OR WITH RESPECT TO ANY DEFAULT BY BUYER WHICH OCCURS FOLLOWING THE APPLICABLE CLOSING.

Initials of City: _____

Initials of Buyer: _____.

9.01.3 ALTERNATIVE RESOLUTION OF DISPUTES. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY HEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ALTERNATIVE RESOLUTION OF DISPUTES, SHALL BE DETERMINED BY A NEUTRAL HEARING OFFICER SELECTED FROM A LIST OF NEUTRALS PROVIDED BY TULARE COUNTY SUPERIOR COURT. THE PARTIES SHALL ATTEMPT TO MUTUALLY SELECT A NEUTRAL WITHIN TEN (10) DAYS OF EITHER PARTY'S WRITTEN REQUEST FOR ALTERNATIVE RESOLUTION UNDER THIS PROVISION. IN THE EVENT THE PARTIES CANNOT MUTUALLY SELECT A NEUTRAL FROM THE LIST OF NEUTRALS PROVIDED BY THE TULARE COUNTY SUPERIOR COURT THEN THE NEUTRAL SHALL BE SELECTED AS FOLLOWS: THE CITY, BY AND THROUGH THE CITY MANAGER, OR HER DESIGNATED REPRESENTATIVE, AND THE BUYER, OR ITS' REPRESENTATIVE, SHALL SELECT FIVE NAMES EACH FROM A LIST OF NEUTRALS AS PROVIDED BY THE TULARE COUNTY SUPERIOR COURT. THE PARTIES OR THEIR REPRESENTATIVES SHALL PROVIDE EACH OTHER THE LIST OF THE SELECTED FIVE NAMES AND THEN MEET NOT LATER THAN FIVE WORKING DAYS AFTER THE EXCHANGE, AND, UTILIZING THE ALTERNATE STRIKE METHOD WITH THE PARTY STRIKING FIRST DETERMINED BY THE TOSS OF A COIN, SHALL SELECT THE NEUTRAL. SHOULD THE PERSON SELECTED AS THE NEUTRAL BE UNAVAILABLE TO COMMENCE THE HEARING PROCESS WITHIN THIRY DAYS OF THE DATE OF THE SELECTION, THE PARTIES SHALL PROCEED AGAIN THORUGH ANOTHER EXCHANGE OF LISTS AS PROVIDED ABOVE. SHOULD THE NEUTRAL THEREAFTER SELECTED BE UNAVAILABLE, THE SELECTION PROCESS SHALL BE REPEATED UNTIL A NEUTRAL IS SELECTED. THE FEE AND EXPENSES OF THE NEUTRAL SHALL BE SHARED EQUALLY BY THE PARTIES.

THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF DISPUTE RESOLUTION FROM A COURT OF APPROPRIATE JURISDICTION. THE NEUTRAL MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE HEARING INCLUDING THE FEES OF THE NEUTRAL AND THE REASONABLE ATTORNEYS' FEES OF THE PREVAILING PARTY.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ALTERNATIVE RESOLUTION OF DISPUTES" PROVISION DECIDED BY A NEUTRAL AND YOU ARE GIVING UP ANY

RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ALTERNATIVE DISPUTE RESOLUTION PROVISION. IF YOU REFUSE TO SUBMIT TO ALTERNATIVE DISPUTE RESOLUTION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ALTERNATIVE DISPUTE RESOLUTION UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ALTERNATIVE DISPUTE RESOLUTION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ALTERNATIVE DISPUTE RESOLUTION PROVISION OF PROVISION TO A NEUTRAL AS SELECTED PURSUANT TO THIS PROVISION.

BUYER AND CITY AGREE THAT ALL DISPUTE RESOLUTION PROCEDURES IN THIS SECTION ARE GOVERNED BY THE CALIFORNIA ARBITRATION ACT EXCEPT THAT REFERENCES TO CALIFORNIA LAW MADE HEREIN SHALL NOT BE CONSTRUED AS A WAIVER OF ANY RIGHTS UNDER THE FEDERAL ARBITRATION ACT, OR ANY RIGHTS TO HAVE SUCH DISPUTE RESOLUTION PROCEDURES INTERPRETED AND ENFORCED UNDER THE FEDERAL ARBITRATION ACT. THE AWARD RENDERED BY THE NEUTRAL SHALL BE FINAL; HOWEVER, THE NEUTRAL SHALL NOT HAVE THE POWER TO COMMIT ERRORS OF LAW OR LEGAL REASONING AND THE AWARD MAY BE VACATED OR CORRECTED ON APPEAL AS PERMITTED BY LAW TO A COURT OF COMPETENT JURISDICTION FOR ANY SUCH ERROR. JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. FURTHER, NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO AWARD IN ANY OTHER ARBITRATION, JUDICIAL OR SIMILAR PROCEEDING SHALL BE GIVEN PRECLUSIVE COLLATERAL ESTOPPEL EFFECT IN ANY PROCEEDING HEREUNDER UNLESS THERE IS A MUTUALITY OF PARTIES. IN ADDITION, THE PARTIES FURTHER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW, AND NO ARBITRATION AWARD IN ANY ARBITRATION HEREUNDER SHALL BE GIVEN PRECLUSIVE OR COLLATERAL ESTOPPEL EFFECT IN ANY OTHER ARBITRATION, JUDICIAL, OR SIMILAR PROCEEDING UNLESS THERE IS A MUTUALITY OF PARTIES

CITY:

BUYER:

Initials

Initials

9.02 Survival and Indemnity. Notwithstanding the Closing, delivery of instruments, conveyances of property, and payment of consideration therefore the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each such Party pursuant to this Agreement shall survive the Closing including Buyers' obligations under paragraph 3.02 above, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, suits, actions, causes of action, judgments, damages, obligations, liabilities, liens, losses, costs, expenses, penalties, and interest (including, without limitation, reasonable attorneys', paralegals', and other professionals' fees and costs) arising out of or in connection with a breach by the indemnifying party of any such representation, warranty, covenant, or agreement. In addition to the above mutual indemnity provision, City hereby agrees to defend, indemnify, save and hold Buyer, its successors and assigns, harmless from and against any and all liabilities and claims regarding or relating to the Property (Phase I and/or Phase II), arising from personal injury, property damage and contractual liability existing or occurring on or before the Closing of the Phase I and Phase II Property, as the case may be, or as a result of City's acts or omissions unless same arise solely from any negligent actions or activities of Buyer. The obligations of City under this paragraph shall not be affected by an investigation by or on

behalf of Buyer, or by any information which Buyer may have or obtain, and shall be in addition to any other statutory claim or right of indemnification, contribution or for any other claim for breach of contract City may have. The terms of this paragraph shall expressly survive each Closing of either or both the Phase I Property or Phase II Property, as the case may be.

9.03 No Broker. Each of the Parties represents and warrants to and for the benefit of the other that it has not caused liability for payment of a broker's commission or finder's fee to be incurred with respect to any of the transactions which are the subject of this Agreement, and both Buyer and City agree to indemnify and hold harmless the other from and against any liability for such commission or fee.

9.04 Costs and Expenses. Each of the Parties shall pay all costs and expenses incurred, or to be incurred, by them in negotiating and preparing this Agreement, and in closing and carrying out the transactions contemplated by this Agreement, including, without limitation, their attorneys', paralegals', and other professionals' fees and costs.

9.05 Time. Time is of the essence of this Agreement and all of its provisions.

9.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the purchase and sale of the Property, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with regard thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties.

9.07 Waiver. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

9.08 Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Each Party agrees to accept facsimile signatures as original signatures.

9.09 Assignment. Neither Party may assign any or all of its rights under this Agreement, including the right to purchase the Property, or delegate any of the duties and obligations under this Agreement, to any other person, without the prior written consent of the other Party.

9.10 Binding Effect. Subject to the provisions of Section 9.09 of this Agreement, this Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the Parties.

9.11. Survival of Agreement. The provisions of this Agreement, and the covenants and conditions contained in this Agreement, shall be continuous and shall survive the execution of this Agreement, the Close of Escrow, and the death or disability of any Party.

9.12 Professionals' Fees. If any suit, action or proceeding of any kind (an "Action") is brought by any Party to enforce, defend or interpret any provision of this Agreement (including, without limitation, an Action for declaratory relief or any proceeding in the Bankruptcy Court in which any party to this Agreement is a debtor), the prevailing party in such Action shall recover from the other parties to such Action all reasonable costs and expenses which the prevailing party may incur in bringing such

Action (including, without limitation, any bankruptcy proceeding involving issues peculiar to bankruptcy law in which any party to this Agreement takes any legal action to protect or enforce his rights) and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such Action and shall be paid whether or not such Action is prosecuted to judgment. For purposes of this Section 9.12, the "prevailing party" means the Party entitled to recover costs of suit, whether or not any Action proceeds to final judgment. Any judgment or order entered in such Action shall specifically provide for the recovery of all reasonable costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, costs and expenses incurred in enforcing such judgment. For purposes of this Section 9.12, "costs and expenses" shall include all court costs and all attorneys', paralegals', and other professionals' fees and costs.

9.13 Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by facsimile to the person to whom notice is to be given at the facsimile number set forth below, or (iii) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, and properly addressed as follows:

To City: City of Dinuba.
405 East El Monte Way
Dinuba, California 93618
Attn: Beth Nunes, City Manager
Phone: (559) 591-5900

With a Copy to: Daniel T. McCloskey, Esq.
Tuttle & McCloskey
750 E. Bullard Avenue, Suite 101
Fresno, California 93710
Phone: (559) 437-1770

To Buyer: Ridge Creek Ranch Partners, LLC
1510 Sonny's Way
Hollister, California 95023
Phone: (831) 818-6278

With a Copy to: Michael P. Slater
Powell & Pool, LLP
7522 N. Colonial Avenue Suite 100
Fresno, CA 93711
(559) 256-4146

A Party or other designated recipient may change their address and/or facsimile number by notifying the other Party and designated recipient to this Agreement of their or its new address and/or facsimile number in accordance with the procedures set forth in this Section 9.13.

9.14 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding the conflicts of laws provisions thereof to the extent that they might allow another State's laws to apply. The Parties agree that venue for any litigation arising under this Agreement shall be in the County of Tulare, State of California, if instituted in the State courts, or the Eastern District of California (Fresno), if instituted in the Federal courts.

9.15 Partial Invalidity. If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions thereof not held to be invalid, void or unenforceable, shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

9.16 Construction. All words used in this Agreement shall be construed to include the plural as well as the singular number, and vice versa; words used in this Agreement in the present tense shall include the future as well as the present; and words used in this Agreement in the masculine gender shall include the feminine and neuter genders, whenever the context so requires.

9.17 Effect of Headings. The subject headings of the articles, sections, and subsections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

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

“CITY”

“BUYER”

CITY OF DINUBA

RIDGE CREEK RANCH PARTNERS, LLC,

By _____
Jayne Andersen
~~Acting~~ City Manager

By _____
Mark Davis, Managing Member
Ridge Creek Ranch Partners, LLC

Dated: _____, 2015

Dated: _____, 2015

Exhibit A	Legal Description
Exhibit B	Grant Deed
Exhibit C	Assignment & Bill of Sale
Exhibit D	Non-foreign Affidavit
Exhibit E	Memorandum of Option Agreement
Exhibit F	Quitclaim Deed

ACCEPTANCE BY ESCROW HOLDER:

Chicago Title Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) by and between (i) the CITY OF DINUBA, a governmental entity (“City”), and (ii) RIDGE CREEK RANCH PARTNERS, LLC, (“Buyer”) for that certain real property in the City of Dinuba, County of Tulare, State of California more fully described therein. Capitalized terms not otherwise defined in this acceptance shall have the meaning ascribed to them in the Agreement. The undersigned agrees to act as Escrow Holder under the Agreement and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. The Opening of Escrow, as defined in the Agreement, shall be this ___ day of _____, 2015

CHICAGO TITLE COMPANY

Dated: _____, 2015

By: _____

Its: Authorized Representative

**EXHIBIT A
LEGAL DESCRIPTION
(To Be Attached by Escrow)**

EXHIBIT A-1
Legal Description of Phase I Property

EXHIBIT A-2
Legal Description of Phase II Property

EXHIBIT B
GRANT DEED

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Ridge Creek Ranch Partners, LLC
1510 Sonnys Way
Hollister, California 95023

MAIL TAX STATEMENTS TO:
SAME AS ABOVE

DOCUMENTARY TRANSFER TAX: not shown pursuant
to Section 11932 Revenue & Taxation Code
() Computed on the consideration or value of property conveyed; OR
() Computed on the consideration or value less liens or encumbrances
remaining at time of sale.
APN # _____

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **the CITY OF DINUBA**, a governmental entity (“Grantor”) hereby **GRANTS** and convey to **RIDGE CREEK RANCH PARTNERS, LLC**, a California limited liability company (the “Grantee”), the real property in the City of Dinuba, County of Tulare, State of California, described on Exhibit A attached hereto and incorporated by reference herein.

GRANTOR:

CITY OF DINUBA

By _____
Beth Nunes
City Manager

**EXHIBIT A TO GRANT DEED
LEGAL DESCRIPTION**

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

[TO BE COMPLETED BY ESCROW]

ACKNOWLEDGMENT

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

STATE OF _____)SS
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

This area for official notarial seal

EXHIBIT C

ASSIGNMENT & BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "Bill of Sale") is made as of _____, 2015 by the City of Dinuba, a governmental entity ("Assignor") in favor of Ridge Creek Ranch Partners, LLC., a California limited liability company ("Assignee"), pursuant to that certain Real Property Purchase and Sale and Option Agreement and Joint Escrow Instructions, dated _____, 2015 (the "Purchase Agreement").

This Bill of Sale is subject to the terms and provisions of the Purchase Agreement and in the event of any inconsistency between the Purchase Agreement and this Bill of Sale, the terms and provisions of the Purchase Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, grants, delivers, transfers and assigns to Assignee, all of Assignor's right, title and interest in, to and under any and all of the following items, to the extent that they are related to that certain real property located in the City of Dinuba, County of Tulare, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Real Property"):

- (a) all governmental zoning, use, occupancy, and operating permits, and all other governmental permits, licenses, approvals, applications, subdivision maps, entitlements, certificates, rights under development agreements, school fee mitigation agreements, building permits, development allocations, and development rights relating to the Real Property;
- (b) all utility and other permits relating to the Real Property;
- (c) all tax and assessment protest actions and claims and rights to prosecute the same, including without limitation all tax and assessment refunds or rebates now or hereafter payable;
- (d) all other tangible and intangible personal property described in Exhibit B attached hereto and incorporated herein by this reference;
- (e) all of Sellers' rights as the "Declarant" under any declaration(s) of covenants, conditions and restrictions described in the Preliminary Report.

(all of the above being referred to herein collectively as the "Personal Property").

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignor and Assignee, respectively.

ASSIGNOR:

CITY OF DINUBA

By _____
Jayne Anderson
Acting City Manager

EXHIBIT D
NONFOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code (“Code”) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by the City of Dinuba (“Seller”), the undersigned hereby certifies the following:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller is not a disregarded entity as defined in §1.1445-2(b) (2) (iii);
3. Seller’s U.S. employer identification number is _____; and
4. Seller’s office address is _____.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury Seller declares that it has examined this certification and to the best of each Seller’s knowledge and belief it is true, correct and complete.

SELLER:

CITY OF DINUBA

By _____
Jayne Anderson
Acting City Manager

EXHIBIT "E"

MEMORANDUM OF OPTION AGREEMENT

Recording Requested By and Upon
Recordation Return To:

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION ("Memorandum") is made as of February __, 2015, Ridge Creek Ranch Partners, LLC., a California limited liability company ("Optionee") and the City of Dinuba, a governmental entity. ("Optionor").

1. Optionor hereby grants to Optionee an option ("Option") to acquire that certain real property located in the County of Fresno, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

2. The specific terms and conditions of Optionee's Option to acquire the Property are set forth in that certain Real Property Purchase and Sale and Option Agreement and Joint Escrow Instructions dated as of _____, 2015 (the "Option Agreement"). All of the terms and conditions of the Option Agreement with Agreement of Purchase and Sale and Escrow Instructions are incorporated herein by this reference.

3. The Option expires on _____, unless otherwise extended, but is subject to earlier termination under the terms of the Option Agreement.

4. This Memorandum may be executed in any number of counterparts all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Memorandum of Option as of the date first set forth above.

"OPTIONEE"

RIDGE CREEK RANCH PARTNERS, LLC,

By _____
Mark Davis, Managing Member
Ridge Creek Ranch Partners, LLC

Dated: _____, 2015

"OPTIONOR"

CITY OF DINUBA

By _____
Jayne Anderson
Acting City Manager

Dated: _____, 2015

EXHIBIT "1" TO MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY
[To be attached by Escrow Holder]

EXHIBIT "F"

QUITCLAIM DEED

[See attached pages]

Order No.
Escrow No.
Loan No.

**WHEN RECORDED MAIL
TO, AND MAIL TAX
STATEMENTS TO:**

Space Above This Line For Recorder's Use

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, _____, a _____
_____, do(es) hereby remise, release and forever quitclaim to
_____, a
_____, the real property in the city of _____, county of _____, state
of California, described in exhibit "1" attached hereto.

Dated _____, 20____ a _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "1" TO QUITCLAIM DEED
LEGAL DESCRIPTION OF THE PROPERTY
[To be attached by Escrow Holder]



May 7, 2015

RE: Ridge Creek Golf Course Development

To Whom It May Concern:

The purpose of this letter is to express my professional opinion on market demand for new development around Ridge Creek Golf Course in Dinuba, CA.

Dinuba has been experiencing steady growth over the last 10 years and has attracted large retail developments. This economic expansion has created sustainable demand for high quality homes. Currently the housing stock in Dinuba lacks quality single family homes that would be attractive to high income earners. In addition to local demand, the Ridge Creek Golf Course Development would be appealing to outlying areas such as Kingsburg, Parlier, Visalia and Selma. These cities are also experiencing steady growth and lack quality new single family homes.

According to data published by the Tulare County Association of Realtors; the average List Price in Dinuba is currently \$246,000. The current Average Sold price is \$194,000. The current Absorption Rate of closed sales is 29.4%. Current supply indicates only 3.4 months of inventory. These trends indicate a healthy Real Estate market.

Above and beyond fundamental economic demand; a development at Ridge Creek Golf Course should be successful due to it being the only quality golf course in three counties that offers new development directly on the course.

Dinuba's economic expansion, regional location, and healthy real estate market, paired with Ridge Creek Golf Course should support absorption of 65 to 75 units per year for homes listed between \$250,000 and \$600,000.

Sincerely,

A handwritten signature in black ink that reads "Rilian Ball". The signature is written in a cursive, slightly stylized font.

Rilian Ball,
President

FIRST CAPITAL GROUP
119 E. Main St. | Visalia | CA | 93291 | Office 559-697-5322
www.firstcg.com | rilian@firstcg.com
BRE License Number: 01523088 NMLS License Number: 202687

City of Dinuba
RIDGE CREEK MASTER PLANNED COMMUNITY
DEVELOPMENT SITES

REQUEST FOR PROPOSALS ISSUED APRIL 9, 2015

ADDENDUM 1

Applicants: Please note the following changes/clarifications to the original issued Request for Proposals (RFP) for the Project.

ADDENDUM MUST BE SIGNED BELOW AND SUBMITTED WITH PROPOSAL:

- 1 The April 9, 2015 published Notice for the subject RFP stated that proposals would be received until 4:00 pm on May 25, 2014. However, Monday May 25, 2015 is a legal holiday (Memorial Day) observed by the City of Dinuba whose offices will be closed on said date. The subject proposal submittal deadline is hereby changed to 4:00 pm, Monday, June 8, 2015. Proposals shall be submitted in a sealed envelope and delivered to the City Clerk, 405 E. El Monte Way, Dinuba, CA 93618.
2. The originally approved Ridge Creek Subdivision Tentative Map boundaries did not include the area for the proposed entry street from the Ridge Creek Drive entrance of El Monte Way. The Applicant shall include in their proposal said proposed entry street area into the east side of the "Village" neighborhood as the primary ingress/egress for the two neighborhoods under RFP consideration. The cost for the acquisition of said entry street land area (to be dedicated as a public street with the final map) shall be included in the Applicant's proposal; the improvement costs for said entry street shall be the Developer's obligation.
3. The RFP states that the two neighborhoods can be purchased separately. However, the Applicants/Developers should be aware that the water system must be extended west/south from Ridge Creek Drive through the neighborhoods. Additionally, the sewer system must be extended from the west side of the Golf Course in proximity of the east side of lot 112 (per the June 2013 Revised Tentative Subdivision Map (TSM)) through Lot "T" and north/south through the neighborhoods. The issue of necessary easements through neighborhoods, under different ownership, for infrastructure construction will need to be considered in Applicant proposals that do not include both neighborhoods.
4. The 2013 revised TSM approved by the City Council totaled 170 lots. Following said approval, there was a minor administrative revision to the TSM which eliminated the wide landscaped median in the north/south boulevard of the "Estates", which added two lots for a revised total of 172 for both neighborhoods. A November 2013 TSM reflecting said administrative revisions is now available on the City's Website.
5. A question has been asked if the City would consider a revision to the 2013 Revised TSM to increase the number of proposed lots. Applicants can address such a revision in their proposal with substantive reasons for such a density increase. Any proposal to revise the TSM would be through an application to the Planning Commission at the Applicant's cost, subject to Zoning Ordinance and Ridge Creek Design Guidelines requirements.

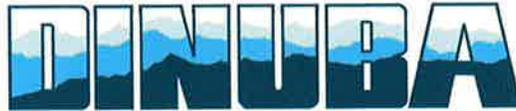
APPLICANT'S ACKNOWLEDGEMENT:

I have read this Addendum in its entirety, acknowledge and accept the contents and will revise my proposal accordingly.

Mark S. Davis



(Print name of Applicant's authorized signature and sign)



405 E. El Monte Way • DINUBA, CA 93618 • (559) 591-5900

CITY OF DINUBA
RIDGE CREEK MASTER PLANNED COMMUNITY DEVELOPMENT
SITES

REQUEST FOR PROPOSALS ISSUED APRIL 9, 2015

ADDENDUM 2

Applicants: Please note the following changes/clarifications to the original issued Request for Proposals (RFP) for the Project.

ADDENDUM MUST BE SIGNED BELOW AND SUBMITTED WITH PROPOSAL:

1. The City has been asked if consideration would be given to further revising the Ridge Creek Tentative Map to increase the lot yield. The City Council has recently indicated that they are not open to significant revisions to the 2013 Revised Ridge Creek Tentative Map.

2. A developer has asked if the City would consider revisions to the "Ridge Creek Master Planned Community Residential Design Guidelines" adopted in 2006 to allow for different architectural design styles. The City Council has recently confirmed that they are not open to changing the Design Guidelines. The Design Guidelines were revised in 2013 to delete the sections regarding Townhomes since the Village neighborhood was revised to be a standard single family dwelling development.

3. A developer has asked if the homes proposed for Ridge Creek can all be of "production" type design and construction. The City Council has recently confirmed that it remains their expectation that the Estates neighborhood be a mix of higher end production and custom residences.

4. The City Council has recently clarified that preferential consideration would be given to any proposal which demonstrates the applicant's/developer's readiness and ability to proceed to construction in short order with housing products consistent with the Design Guidelines.

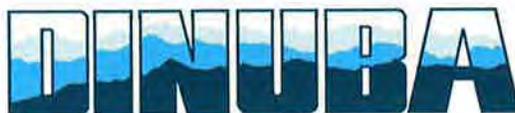
APPLICANT'S ACKNOWLEDGEMENT:

I have read this Addendum in its entirety, acknowledge and accept the contents and will revise my proposal accordingly.

Mark S. Davis



(Print name of Applicant's authorized signature and sign)



405 E. El Monte Way • DINUBA, CA 93618 • (559) 591-5900



ACG Companies

RECEIVED
JUN 08 2015

June 8, 2015

Emilio J. Morales, Mayor
Scott Harness, Vice Mayor
Mike Smith, Council Member
Maribel Reynosa, Council Member
Kuldip Thusu, Council Member

Re: RFP Ridge Creek Subdivision, Dinuba

Dear Sirs;

This is a response to bid on the RFP on the two sites (172 approximate lots) on the west side of Dinuba situated in the Ridge Creek Master Planned Community as part of the Dinuba, Reclamation, Conservation and Recreation Project (the "RCR"). The sites are located around a 18-hole championship golf course, Ridge Creek Dinuba Golf Club.

WHO WE ARE: Acer Capital Group is primarily a capital management company partners with both national private and public builders as well local builders and/or developers. We have financed and partnered up with companies such as Standard pacific, DR Horton, Pulte, Ridgecrest Homes, just to mention a few.

OUR EXPERIENCE: Our companies have over 90 years of combined experience in the entitlement, developing and building retail, office, multifamily and single family residences. From High-end urban condos in downtown Chicago to entry level SFR's in places like Huron and Avenal California. (See attached pictures of a local completed in the area).

PRICE: \$610,000 for the two sites which make up approximate 172 SFR lots. In addition, Acer will build the recreational center according to the city's requirements at cost.

TIMELINE: Our desire is to start first phase of construction just as soon as we have all the permits and infrastructure require to be able to get started. We feel that with the in-house expertise and not need any financing will allow us to be able to start 90-120 days from close.

LOCAL COMMITMENT: Our mission is to make an economic impact that is significant for the city of Dinuba that will extend beyond just labor workforce. Our management, architects, builders, finishers

will all be locally recruited.

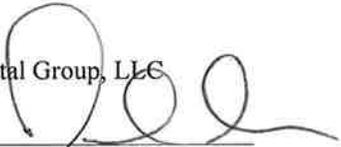
DESIGN QUALITY: Our desire is to make a sophisticated and superior quality 2 and 1 story homes at an affordable price. We believe that with the technology that we have. We can deliver a smart and green home for not more than the existing homes on the market today.

CONDITIONS, TERMS AND LIMITATIONS: Developer understands and agrees to the as-is status of the sale and all conditions, disclosures associated to the property and sale.

CONFLICT OF INTEREST: None of the team or management associated with the developer has ever worked for the city of Dinuba.

Acer Capital Group, LLC

BY:


Paul A. Garcia
Managing Partner, RE

City of Dinuba
RIDGE CREEK MASTER PLANNED COMMUNITY
DEVELOPMENT SITES

REQUEST FOR PROPOSALS ISSUED APRIL 9, 2015

ADDENDUM 1

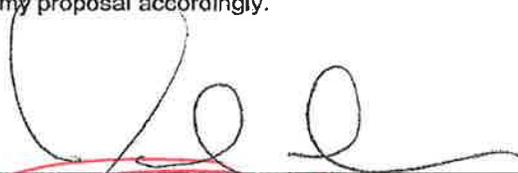
Applicants: Please note the following changes/clarifications to the original issued Request for Proposals (RFP) for the Project.

ADDENDUM MUST BE SIGNED BELOW AND SUBMITTED WITH PROPOSAL:

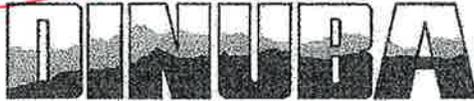
- 1 The April 9, 2015 published Notice for the subject RFP stated that proposals would be received until 4:00 pm on May 25, 2014. However, Monday May 25, 2015 is a legal holiday (Memorial Day) observed by the City of Dinuba whose offices will be closed on said date. The subject proposal submittal deadline is hereby changed to 4:00 pm, Monday, June 8, 2015. Proposals shall be submitted in a sealed envelope and delivered to the City Clerk, 405 E. El Monte Way, Dinuba, CA 93618.
2. The originally approved Ridge Creek Subdivision Tentative Map boundaries did not include the area for the proposed entry street from the Ridge Creek Drive entrance of El Monte Way. The Applicant shall include in their proposal said proposed entry street area into the east side of the "Village" neighborhood as the primary ingress/egress for the two neighborhoods under RFP consideration. The cost for the acquisition of said entry street land area (to be dedicated as a public street with the final map) shall be included in the Applicant's proposal; the improvement costs for said entry street shall be the Developer's obligation.
3. The RFP states that the two neighborhoods can be purchased separately. However, the Applicants/Developers should be aware that the water system must be extended west/south from Ridge Creek Drive through the neighborhoods. Additionally, the sewer system must be extended from the west side of the Golf Course in proximity of the east side of lot 112 (per the June 2013 Revised Tentative Subdivision Map (TSM)) through Lot "T" and north/south through the neighborhoods. The issue of necessary easements through neighborhoods, under different ownership, for infrastructure construction will need to be considered in Applicant proposals that do not include both neighborhoods.
4. The 2013 revised TSM approved by the City Council totaled 170 lots. Following said approval, there was a minor administrative revision to the TSM which eliminated the wide landscaped median in the north/south boulevard of the "Estates", which added two lots for a revised total of 172 for both neighborhoods. A November 2013 TSM reflecting said administrative revisions is now available on the City's Website.
5. A question has been asked if the City would consider a revision to the 2013 Revised TSM to increase the number of proposed lots. Applicants can address such a revision in their proposal with substantive reasons for such a density increase. Any proposal to revise the TSM would be through an application to the Planning Commission at the Applicant's cost, subject to Zoning Ordinance and Ridge Creek Design Guidelines requirements.

APPLICANT'S ACKNOWLEDGEMENT:

I have read this Addendum in its entirety, acknowledge and accept the contents and will revise my proposal accordingly.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

(Print name of Applicant's authorized signature and sign)



405 E. El Monte Way • DINUBA, CA 93618 • (559) 591-5900

**CITY OF DINUBA
 RIDGE CREEK MASTER PLANNED COMMUNITY DEVELOPMENT
 SITES**

REQUEST FOR PROPOSALS ISSUED APRIL 9, 2015

ADDENDUM 2

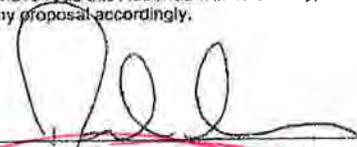
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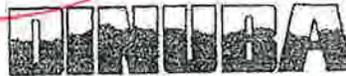
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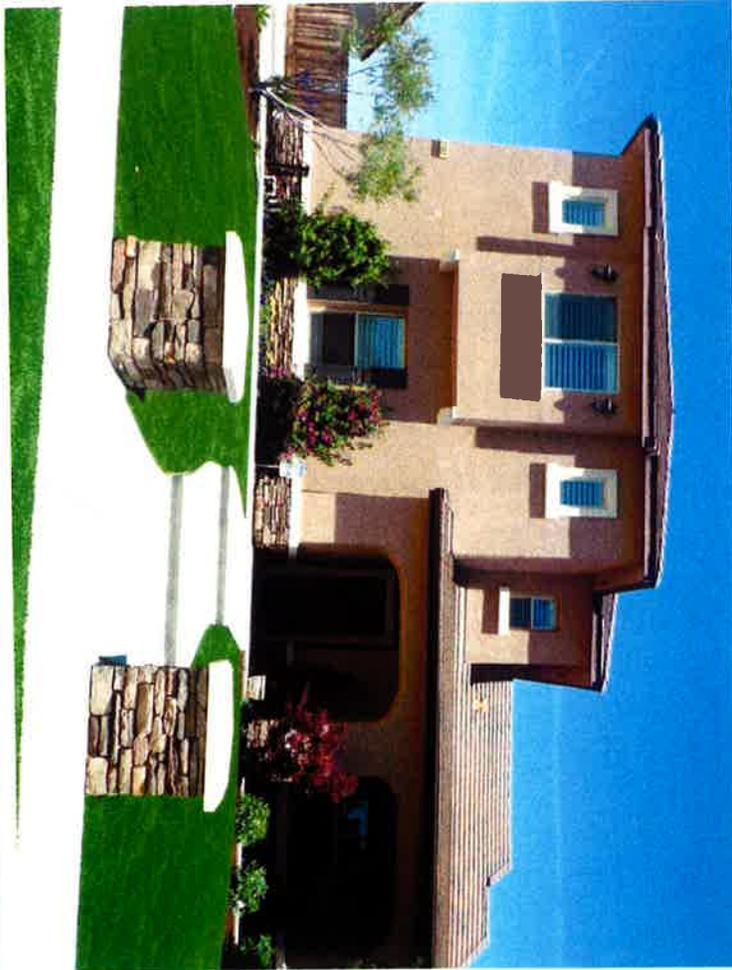


 (Print name of Applicant's authorized signature and sign)

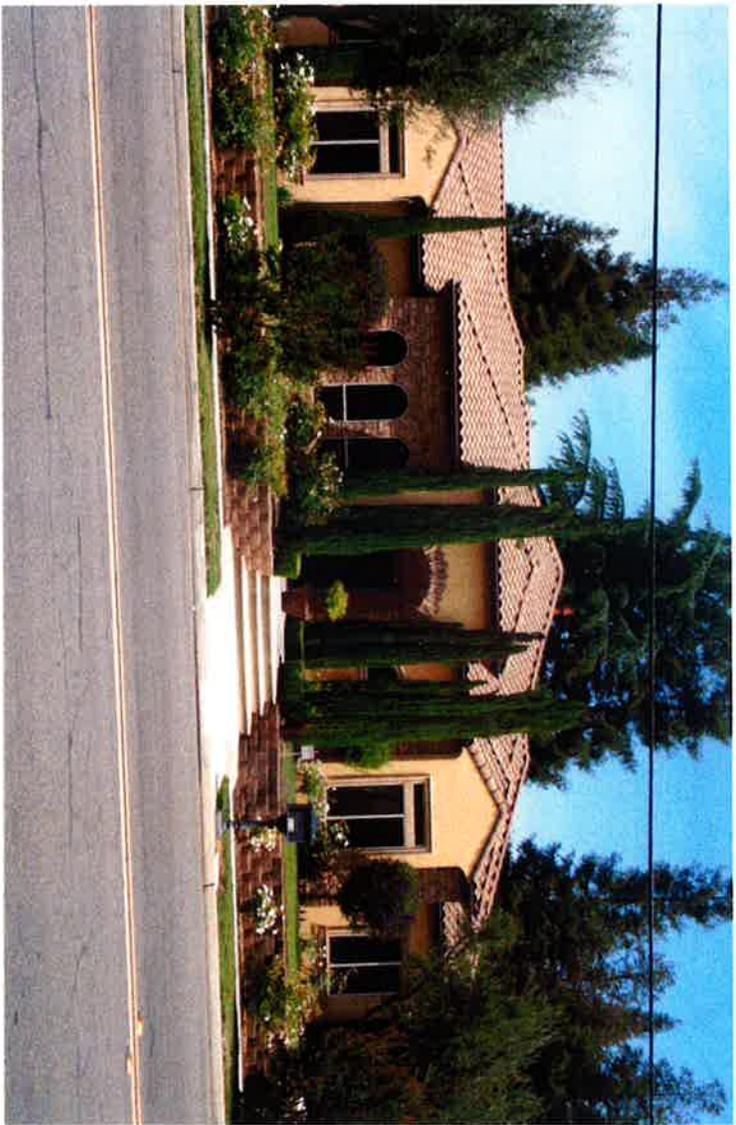


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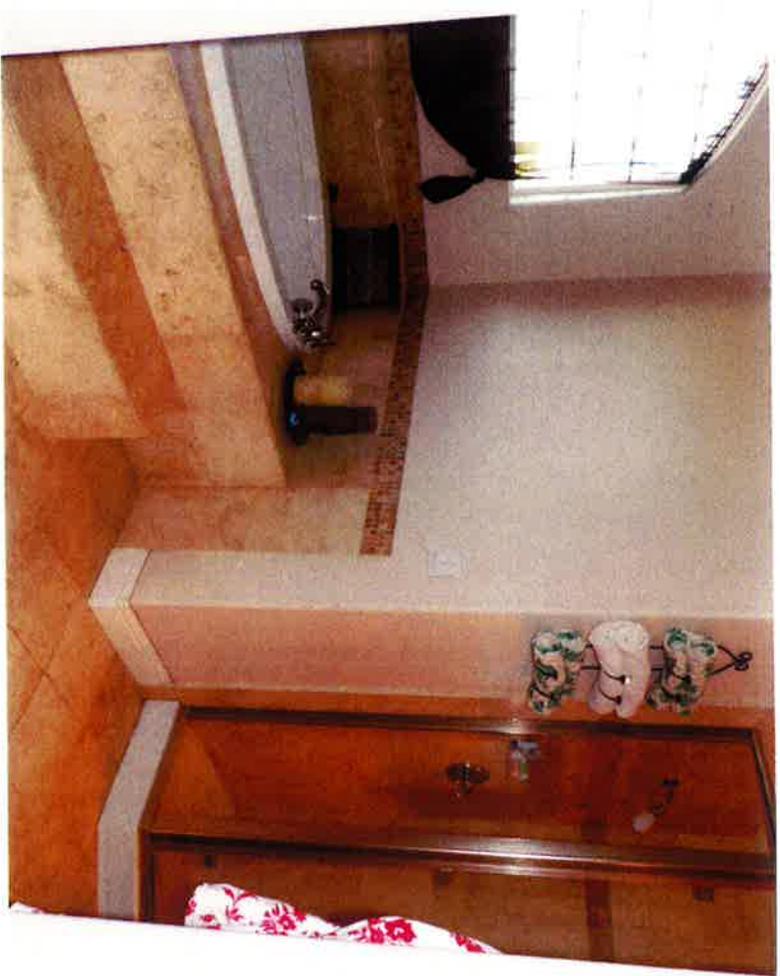










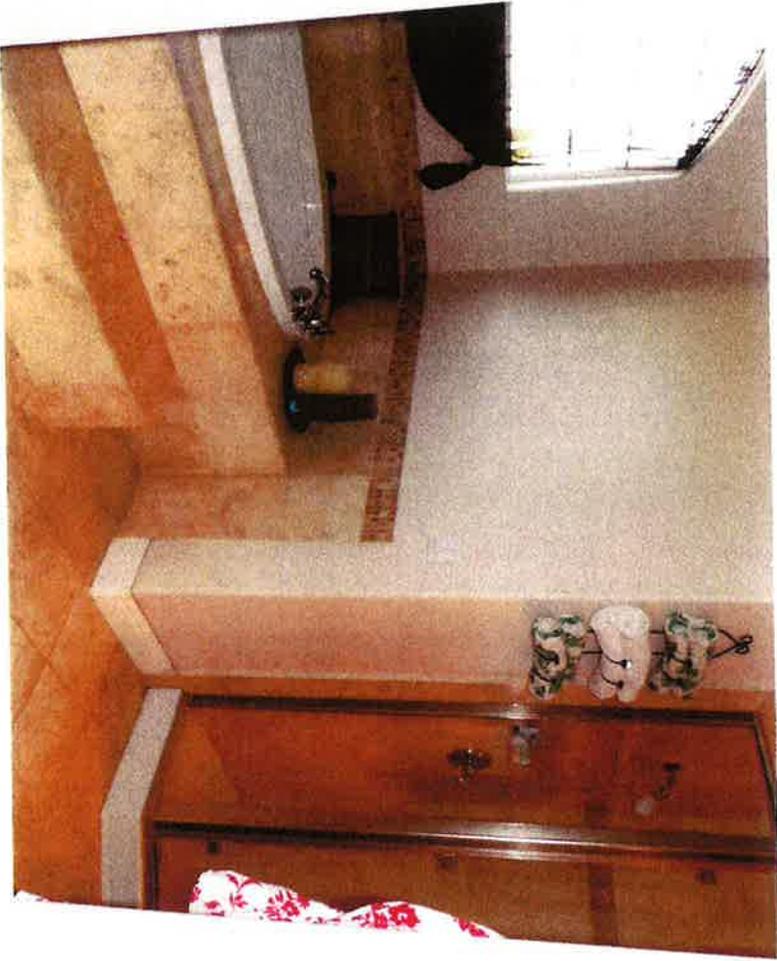


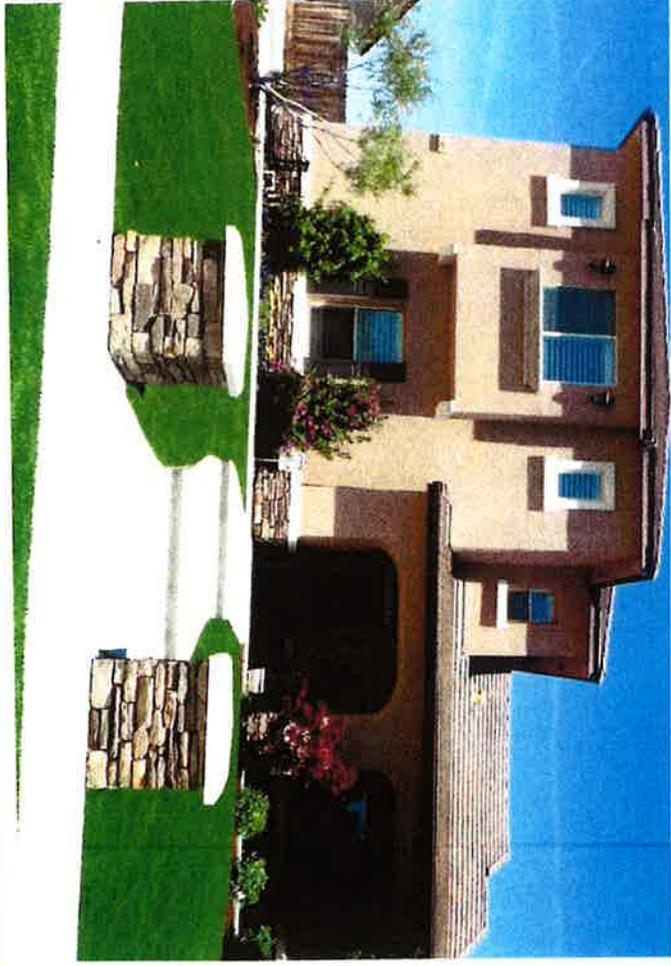
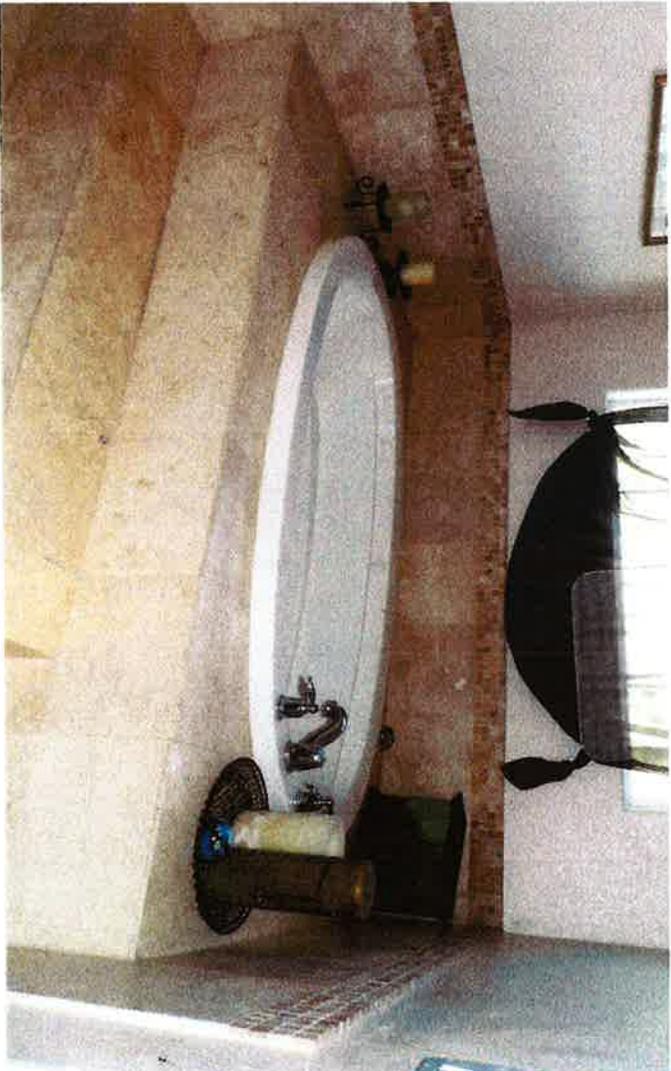
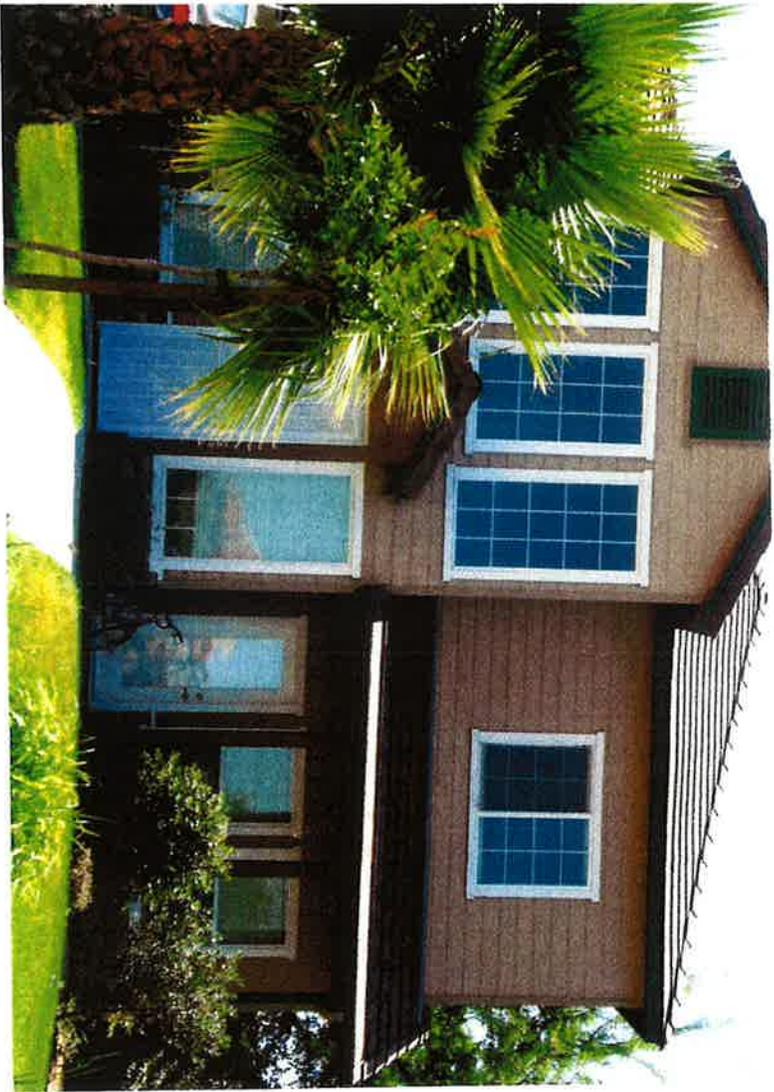




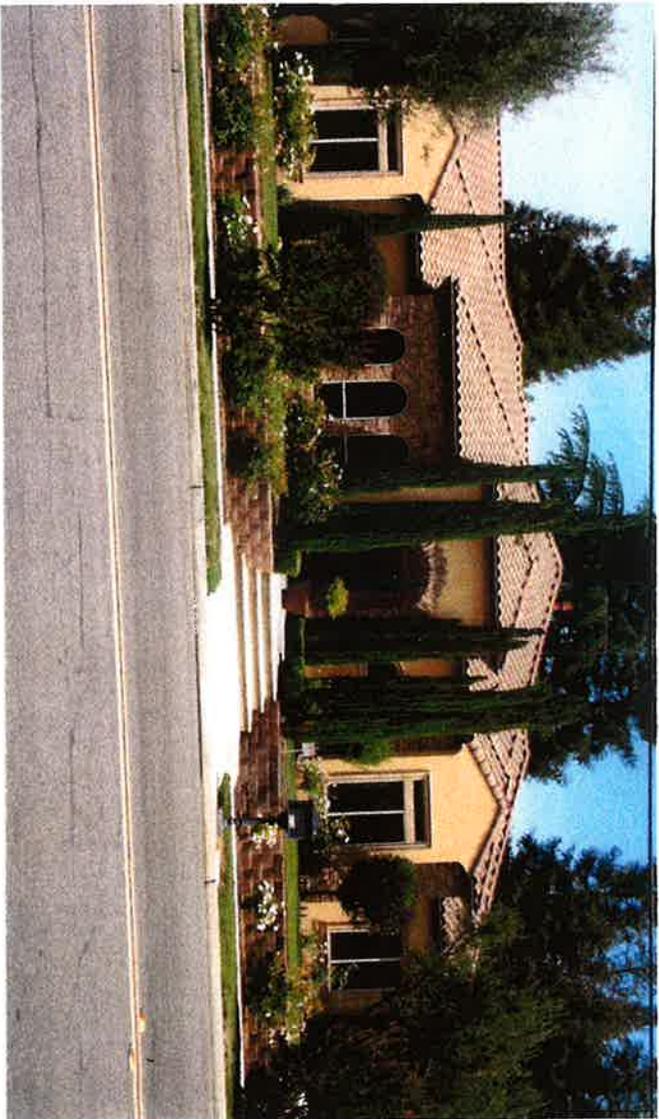
















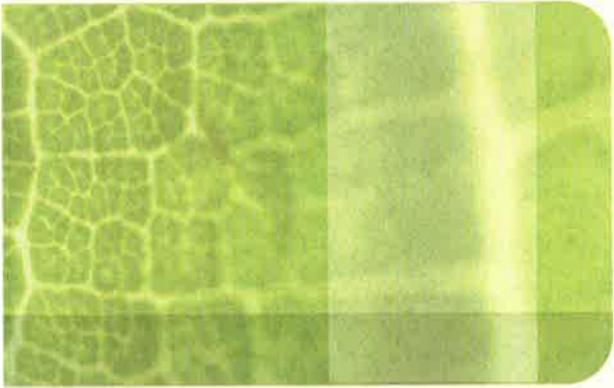


ACG Companies

Capital

when it counts

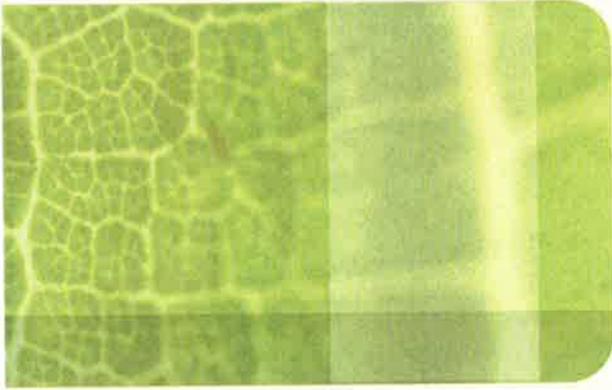




Welcome to ACG Companies

As one of the world's premier private investment management groups, ACG Companies provides financial strategies and funding solutions for companies across the globe. A highly diversified firm, ACG offers an expansive family of funds that afford their clients the opportunity to expand, or provide capital for corporate or real estate assets.





About ACG

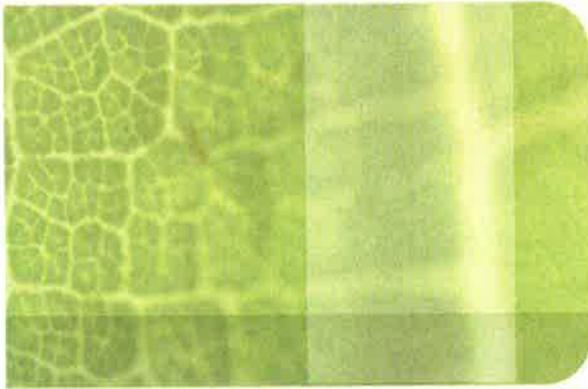
Our track record as an owner, lender and/or investor of real estate and securities has allowed us to create an unrivaled reputation for underwriting and understanding even the most complex of transactions.

Acer Capital Group ("ACG") is a global holding company of Private Equity, foreign and domestic Funds in the business of deploying capital. Our Family of Funds have earned the reputation as a premier value added provider of capital. Our track record as an owner, lender and/or investor of real estate and securities has allowed us to create an unrivaled reputation for underwriting and understanding even the most complex of transactions.

The firm is headquartered in Irvine, California and maintains offices throughout the US and internationally. ACG, in its principal and advising banking and investing capacity, focuses on providing financing for transactions in a wide range of corporate and real estate projects of all types including but not limited to retail, entertainment, multi-family, industrial, office, hospitality, land, mobile home and mixed-use.

Our services include originating, evaluating, and structuring the transaction, preparing and underwriting the financing request package, assistance with negotiations and coordination of placement and closing process. Our track record of completed transactions speaks volumes in our ability to execute and deliver competitive and innovative debt, mezzanine and equity capital.





Investments

Since inception ACG has provided excellent returns to its investors through our ability to match investors to investments, whether real estate, corporate finance, or private/public equities. Our investors have been able to leverage our ability to do extensive due diligence to mitigate any possible risk before deploying capital.

SMART FUND

- Paid yield: 8%
- Type of investor: Accredited
- Type of investment: Real Estate
- Minimum investment: \$200,000
- Hold time: 2 years

HPW FUND

- Paid yield: 8%
- Type of investor: Accredited
- Type of investment: Real Estate
- Minimum investment: \$100,000
- Hold time: 2 years

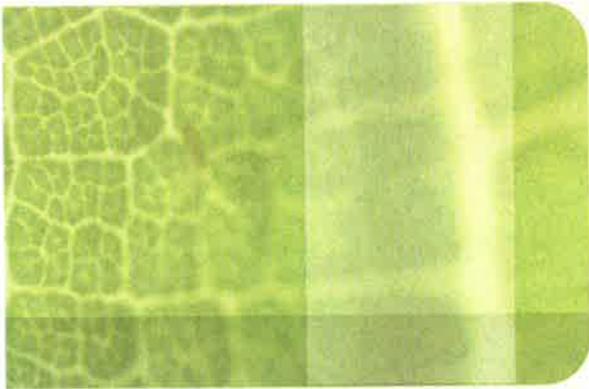
50% HANGERS CAPITAL FUND

- Paid yield: 12% preferred (over 8000)
- Type of investor: Accredited
- Type of investment: Private equities - PreIPO
- Minimum investment: \$1,000,000
- Hold time: 1-3 years

TRADE UP WAY

- Paid yield: 20%
- Type of investor: Accredited
- Type of investment: Startup
- Minimum investment: \$50,000
- Hold time: no requirement. Can be withdrawn with 30 day notice





Companies

VISA FUND

Since inception, ACG has provided timely corporate and real estate financial solutions. The firm's track record for success is its ability to pair capital needs, even the most challenging, to the appropriate family of funds. ACG leverages debt and equity solutions for clients using its vast array of funding options. After carefully analyzing each unique capital need, ACG pairs the client to the right execution plan.

The U.S. Congress created the visa employment-based preference EB-5 program category in 1990 to encourage foreign investors to engage in a commercial enterprise to benefit the U.S. economy and create at least 10 full-time jobs.

The basic amount required to invest is \$1 million, although that amount may be \$500,000 if the investment is made in a targeted employment area. The law defines a targeted employment area as:

- i. Rural Area (a) All areas that have experienced high unemployment at or above 150 percent of the national average to be considered a rural area this commercial enterprise cannot be located
 - a. Within a metropolitan statistical area's
 - b. Within the outer boundary of any city or town having a population of 20,000 or more.

To qualify under the EB-5 program, the new enterprise must:

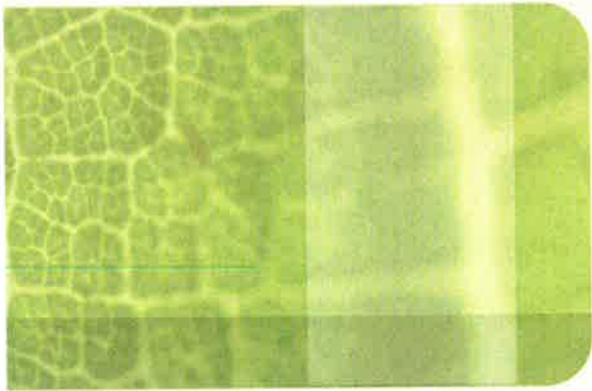
- i. Be in a sector in which the investor has invested or will invest at least \$1 million (or at least \$500,000 if investing in a targeted employment area)
- ii. Benefit the U.S. economy and
- iii. Create jobs and employment for at least 10 U.S. workers.

To encourage immigration through the EB-5 category Congress created the Immigrant Investor Pilot Program in 1993. It allowed only 1,000 visas each year for persons who invest at least \$500,000 in a commercial enterprise. EB-5 does not require that the investor create or preserve self-employment for U.S. workers. Instead, it is a guarantee for 10 or more jobs to be created directly or indirectly as a result of the investment.

EB-5 visa differs from the standard EB-5 provisions in that it permits private and governmental agencies to be designated as "regional centers" if they meet certain criteria. It rights of central banking U.S. Customs and Immigration Services (USCIS) approval must submit a proposal to the USCIS. USCIS may then place a focus on a geographical region within the United States to achieve the required growth.

ACG's global presence has made it the ideal client partner to use this hetero regulatory program to raise a significant amount of capital.





Companies

ACG SBA FUNDS

Since inception, ACG has provided timely corporate and real estate financial solutions. The firm's track record for success is its ability to pair capital needs, even the most challenging, to the appropriate family of funds. ACG leverages debt and equity solutions for clients using its vast array of funding options. After carefully analyzing each unique capital need, ACG pairs the client to the right execution plan.

This is ACG's special purpose investment fund that allows clients to fund certain properties of all class types by leveraging the government's Small Business Administration (SBA) loan guarantee.

SBA loans are sold used by a borrower looking to purchase or refinance commercial real estate that will be at least 51% owner-occupied. The remaining 49% may be leased out to tenants and generate income for the property owner. The SBA Loan Program uses a third party first mortgage along with an SBA-sponsored second mortgage.

SBA guarantees 80 percent of the first mortgage and 100 percent of the second mortgage. Loans are processed simultaneously to expedite the time needed to fund the transaction. ACG SBA Funds utilize niche expertise to allow SBA deals within 90 days, dramatically reducing the typical closing process by over 90 days. This proprietary program is the only one of its kind and allows borrowers the ability to close on transactions faster than any other lender.

SBA Loan Program Guidelines:

- up to 80 percent LTV for acquisition or refinance
- Loan amounts start from \$250,000 and are as high as \$20 million
- Potential to Repay Term Commitment starts up to 25 years (short-term) loans and 20 years for SBA loans

Class Service Coverage Ratio (CSGR) is over 1.0x - 1.1x. Multiple pre-payment options to assist from:

SBA Loan Program Example includes quick execution, low down payment, easy underwriting guidelines, fixed payment amount, easy to qualify terms, flexible prepayment option.

SBA Senior Secured Fund II

SBA Long Term Funding Option

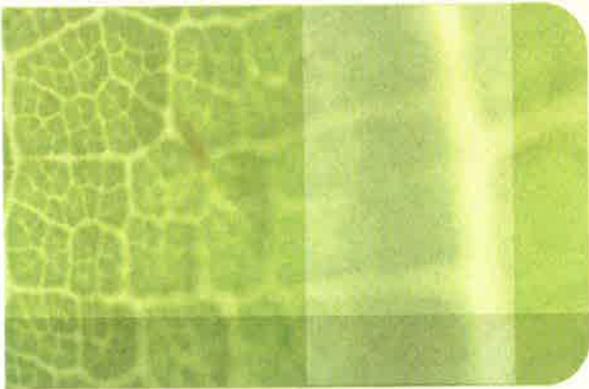
ACG's long term SBA program allows borrowers to use all the benefits of the SBA 504, without the high fees associated with typical bank underwriting. As a non-bank SBA lender, we are business people and not bankers, therefore we understand the need for quick and flexible execution when dealing with other business people.

SBA Senior Secured Fund III

SBA Bridge Funding Option

Quick ACG's proprietary solution for borrowers who are successful in completing the financing and to manage any overlap with the SBA execution but don't have 120 days to get SBA funding. For qualified borrowers and borrowers who are able to fund within 90 days, this is an ideal temporary short-term solution that can be taken out by either a permanent long term third party SBA loan or by our SBA Loan Term Funding Option described above.





Companies

SPARTA FUND

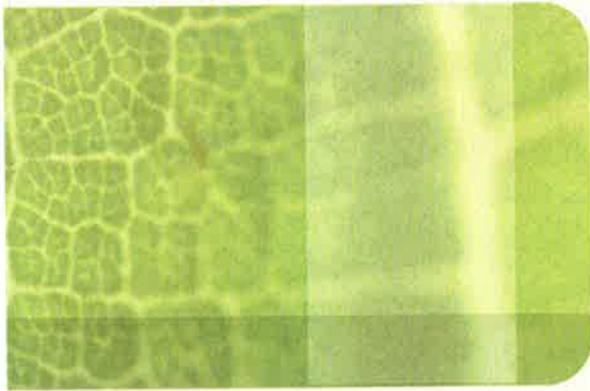
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The Sparta Fund (SF) was created as a short-term solution fund. When closing or restructuring an asset quickly is more important than saving a few dollars, a SF is the answer. The ACG team invests in people. The firm's typical borrower is a owner, investor or buyer that may need for a quick capital execution. SF offers acquisition, refinance and short-pay rate loans with three to 18 month maturities. Typical loan sizes are between \$500k - \$70 million and is secured by a first trust deed or mortgage.

Required Loan Documents Prior To Funding:

- Appraisal on Subject Property
- Full title Policy on Subject Property
- Executed Loan Documents
- Borrower Personal Financial Statement
- Borrower Credit Report
- Three months personal bank statements
- Two years personal tax returns
- Rent roll (if applicable)
- ACG actively looks for and pursues new lending opportunities that occur in changing markets and economies





Companies

RPM FUND

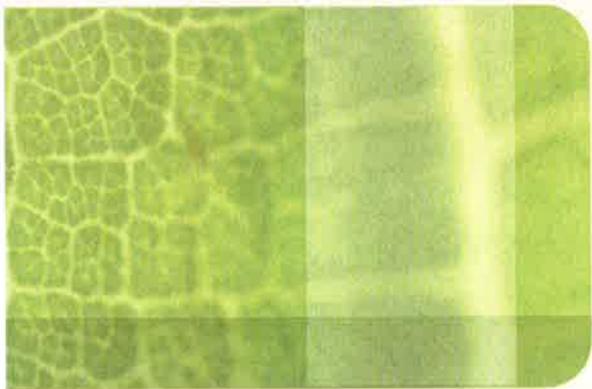
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The RPM Fund (RPM) is ACG's value-add opportunistic fund created to help buyers of multifamily property. RPM focuses on helping in the acquisition of such properties that can be recapitalized with any of the DUS products upon stabilization. The following requirements apply:

- Experienced Sponsoring
- Large MSAs
- Can be underwritten to DUS standards upon stabilization
- Loans From \$1,000,000 to \$75,000,000

RPM has in-depth knowledge of in the multifamily arena. The company conducts its due diligence and deal underwriting in-house. Placing the highest value on confidentiality and discretion, ACG understands and respects a lender's interest in quiet transactions. As a result, clients reap the benefits of competitive pricing, a consistent and quick due diligence process and funding reliability.





Companies

TC FUND

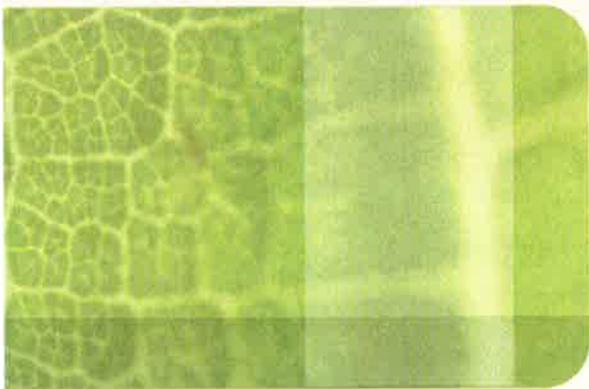
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TC Fund (TCF) is ACG's Southern California-based asset manager that raises, invests and manages alternative investment funds. The objective of TCF is to provide the best possible risk-return trade off by making direct investments into foreign, domestic, private and public companies.

This is completed through the acquisition of stock, convertible debt, warrants and other instruments from target companies at a substantial discount. TCF will play a significant role in the formation of liquidity events for its private investments, assisting companies in the alternative public offering market through a variety of services.

TCF has established a network of worldwide deal sources and is positioned to capitalize on the growing number of opportunities outside of the United States. All investments are designed to maximize upside opportunity for ACG's fund investors while limiting downside risk through the use of collateralization and hedging strategies.





Companies

ACG COMMODITIES

Since inception, ACG has provided timely corporate and real estate financial solutions. The firm's track record for success is its ability to pair capital needs, even the most challenging, to the appropriate family of funds. ACG leverages debt and equity solutions for clients using its vast array of funding options. After carefully analyzing each unique capital need, ACG pairs the client to the right execution plan.

ACG manages portfolios of companies situated in the mining, energy, agriculture and recycling industries. The firm's team has established a significant network of trade between these firms and are always seeking to expand by establishing long term and sustainable relationships with external parties, suppliers and buyers alike.

The rapid growth of the firm has enabled ACG to facilitate large transactions between outside firms, handling demand on a global scale. The presence of local offices, particularly in emerging economies in Asia, is of great benefit to the firm's coordination and success of capital partnerships.

The primary categories of materials ACG trades in are:

- Minerals
- Ore
- Soya/Wheat/ Paper/ Plastics
- Wood
- Fuel (Gas/ Oil/ Coal)





Companies

ASSET MANAGEMENT GROUP

Since inception, ACG has provided timely corporate and real estate financial solutions. The firm's track record for success is its ability to pair capital needs, even the most challenging, to the appropriate family of funds. ACG leverages debt and equity solutions for clients using its vast array of funding options. After carefully analyzing each unique capital need, ACG pairs the client to the right execution plan.

ACG's Asset Management Group provides maintenance and disposition of bank/fund owned assets, advisory, consulting and management services. The firm's vast experience in the management and resolution of all types of troubled loans and real estate has proven to be an asset to small and large sized banks, hedge funds and lenders who have assets they have wanted on. Although ACG has bankers with significant turn-around and asset disposition experience, the firm is not a bank and does not compete for other bank services (deposits, investments, trust, etc.).

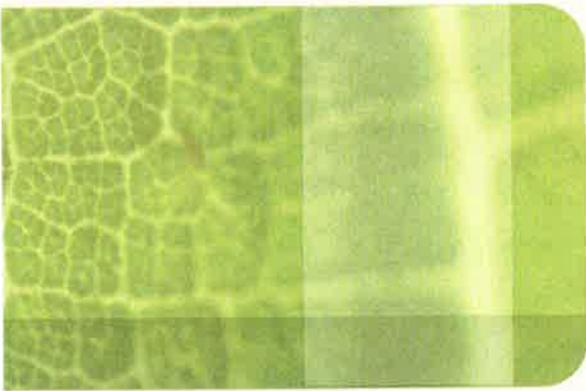
ACG's capital-based services include directly purchasing sub-performing commercial/real estate loans, funding commercial/real estate loans that have been declined by banks, and financing the sale of Real Estate Owned (REO) property.

TROUBLED LOANS

Managed by former bankers and workout experts, ACG's Asset Management Group efficiently assists banks with troubled loans to relieve regulatory and reserve pressures; ACG has celebrated great success and experience in solving:

- Commercial and Residential real estate loans
- C&I (business) loans
- Equipment loans
- Restaurant loans
- Agricultural loans
- SSA/USDA Loans
- Residential development loans





Select Transactions



Integrated Freight

CEO had a vision of rolling up long-haul trucking companies throughout the United States. ACG took them public and helped them purchase five long-haul trucking companies.

Funding By: TC Fund



Dianor

A company with a successful history needing capital for growth came to us. ACG provided a \$30mm Equity Line of Credit.

Funding By: TC Fund



Ruby Gold

Established mine operators reach out to ACG for funding using the Visa Fund. After getting full approval from the USGS for the project, ACG Visa Fund is able to bring in working capital of approximately \$7 Million.

Funding By: Visa Fund

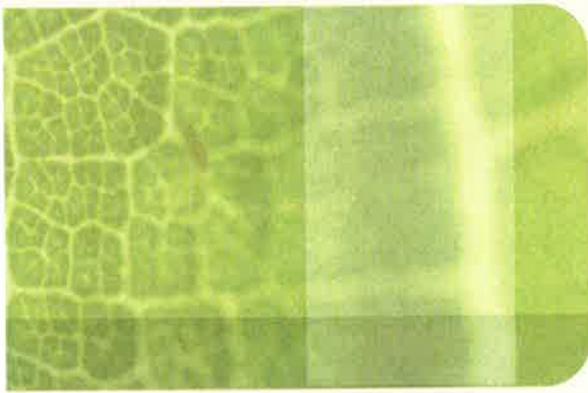


Assisted Living and Memory Care Facility

ACG secured the borrower of a San Francisco, California-based Assisted Living and Memory Care Facility a first mortgage with interest only payments for his bridge loan that saved him \$3.8 million in principal. The \$35 million loan was secured in 45 days via ACG-Sparta Fund First Mortgage as a two-year bridge loan with a 9.5% interest rate.

Funding By: Sparta Fund





Select Transactions



San Francisco-based Hotel

ACG in conjunction with the SBA platform was selected as the financier of this 72-room hotel located in San Francisco, California. This was a rate and term recapitalization where the principal was able to take advantage of long-term financing at 5.78% fixed for the first five years.
Funding By: ACG SBA Funds



Florida Boat Builder

ACG leveraged its SBA fund to reduce the debt for a Florida boat builder. Although business was going well and the loan was current, a local bank was willing to discount the face value of his obligation—allowing the borrower to benefit from the reduced debt with a low 6.5% fixed loan rate for three years.
Funding By: ACG SBA FUNDS



Multi-family Complex

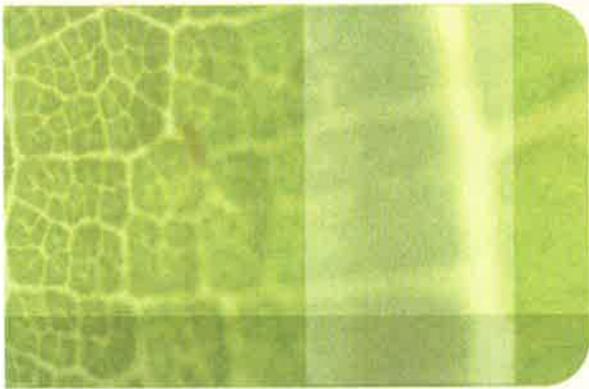
Mortgage was underwritten with a 1.00x minimum DSCR and 80% maximum LTV. The term consists of 10 years at a 5.42% fixed rate with a one-year extended maturity option. The prepayment is 5 years yield maintenance with the last year open for prepay at no penalty.
Funding By: RPM Fund



84 Unit Multi-family

Campbell, CA - Closed in 45 days - \$8,963,233
Funding By: Capital Markets





Select Transactions



Florida Builder

ACG-RPM helped an opportunistic developer purchase a condo project from a bank in South Florida. The bank foreclosed on the property after lending its previous owner \$52 million. ACG's client purchased the property for \$19 million, which ACG and its affiliate provided an 80% LTC bridge facility at only 8% interest.
Funding By: RPM Fund



Altura

Altura, a planned mixed-use urban community located 10 minutes from downtown Asheville, partnered with ACG's Visa Fund to create a state-wide regional center. ACG helped finance the entire project that created over 8,000 new jobs. ACG and its affiliate is committed to provide \$150,000,000 of capital once the USCIS approves the project. Altura plans to build a self-sustaining community that blends contemporary and modern architecture with intentional meditational living.
Funding By: Visa Fund



10 4-Plex Units

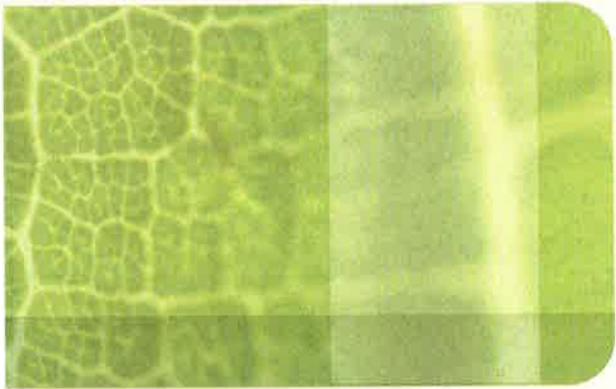
San Antonio closed in 21 Days
Funding By: Sparta Fund



Limited Service Hotel

Closed in 30 days - Portland, OR - \$12,580,000
Funding By: Capital Markets





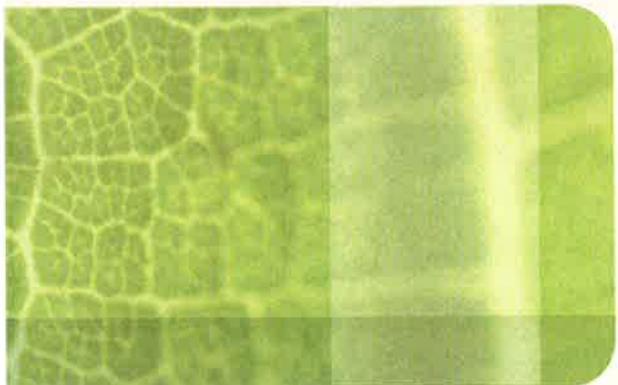
Managing Partners

Paul A. Garcia

Managing Partner, United States

Paul A. Garcia is a Managing Partner with ACG. Paul brings over two decades of experience as an executive and board member of a number of international corporations. He has worked with companies that include nVidia, Gasparis and eProOnline. At ACG, Paul is responsible for the real estate debt and equity funds, as well as the company's capital markets division. With his "figure is not an option" mantra, Paul has deployed an excess of \$2 billion opm as a principal investor and in an advisory role. His no-nonsense attitude towards solving complex financial problems and his service on multiple boards has been a key benefit to his success in his business ventures. Paul is the Chairman of First Washington Burbank, Inc. and GSPI, Inc., both of which are current portfolio companies of ACG. Paul has led the real estate funds and the SBA non-bank lending platform at ACG, which has been credited with arranging more than 150 loans.





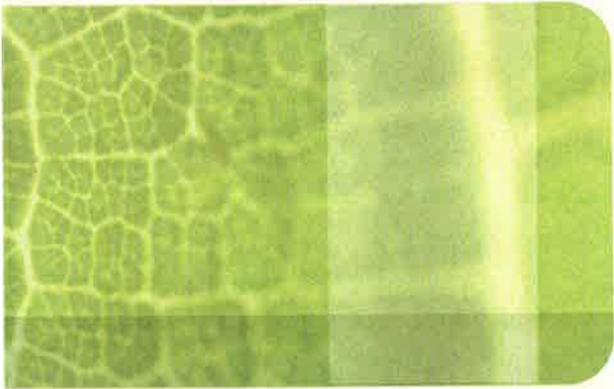
Managing Partners

Robert Papiri

Managing Partner, Chinghai China
rpapiri@acercapitalgroup.com

As a Managing Partner at ACG, Robert Papiri is in charge of corporate finance for the firm. Robert's expertise is in structuring corporate financing transactions. His ability to quickly analyze, structure and deliver capital to private and public companies has earned him the reputation of being a financial engineer in the industry. Robert has placed over \$400 million in debt and equity financing transactions. On top of his leadership role at ACG, Robert has acted as a managing member for seven real estate firms. Serves as investment advisor for Tangiers Capital as well as being on the board of multiple private and public companies. Prior to ACG, Robert was a partner with Goldman Capital LLC, a boutique investment banking firm.





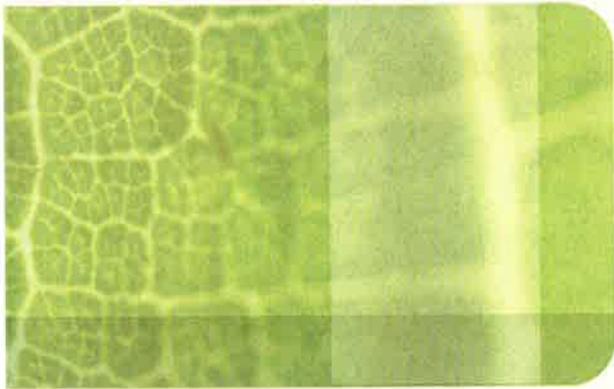
Managing Partners

Joe Salas

Managing Partner, United States

Mr. Joe Salas was born in Calvert, Texas and raised in Bakersfield, California. He attended local Bakersfield schools including East Bakersfield High. In 1951, he joined the U.S. Marines and served in Korea from December 1951 to December 1952. He was discharged in 1954. Thereafter, he graduated Bakersfield College in 1956. Mr. Salas went to work for Boydstun Realty in Bakersfield in its property management department. By 1957, he was in Real Estate sales joining the firm of Elmer F. Karpe. Mr. Karpe was (and the firm still is) one of the original "hard money" brokers in California. Mr. Salas was able to learn Real Estate sales and more importantly participate in the business love of his life - Hard Money Loans. In 1980, Mr. Salas opened his own firm and has been actively engaged in many phases of the real estate business including loans, sales, syndication, construction and tax deferred investments. He is well known throughout California with "The Bank said No, Call Joe." Mr. Salas is the father of five boys and one girl. Most of them are competitors in the loan business. As a Managing Partner for ACG, Joe manages the operations of the Sparta Funds.





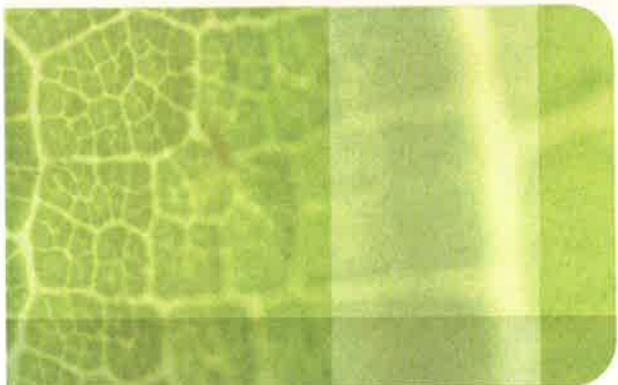
Managing Partners

Paul Kirkland

Managing Partner, United States

As a Managing Partner at ACG Companies, Paul Kirkland is responsible for overseeing the Visa-Fund, a celebrated career spanning two decades. He specializes in land acquisition, permitting, planning, design, development and real estate ventures. Outside of ACG, Paul sits on various boards of large corporations and is President of Gulf Stream Properties, Inc. His expertise has led him to work on large-scale projects that include: Gulf Shores, Orange Beach area, Manalaya Beach Resort, San Carlos Condominiums, Ughnouse Condominiums, Baities Landing, Royal Palms and The Dunes and Seaside Beach & Raquel Club.





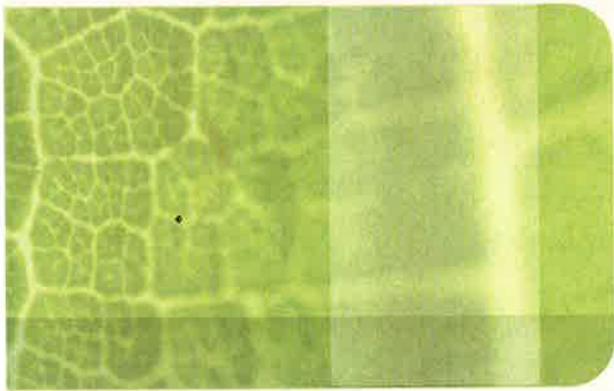
Managing Partners

Carlos Casares

Managing Director, Uruguay

As Managing Partner of Latin America for ACG, Carlos Casares Berpanta has a vast level of experience as an investor, principal and leader. His expertise in international expansion, mergers & acquisitions, as well as strategic planning makes him a key asset to the ACG Capital Group team. Outside of ACG, Carlos sits on various boards of large Latin American corporations including Ina Vita, Consultoría y Servicios de Ingeniería, Oremsa, Grupo Fernández Lirio, OSI Cybernet S.A., Elce, and Construcciones e Instalaciones Electromecánicas S.A. He holds a MBA degree from Instituto de Altos Estudios Empresariales (IAE) - Universidad Austral and a CPA degree from Universidad de la República in Montevideo, Uruguay.





Managing Partners

Paul Strickland

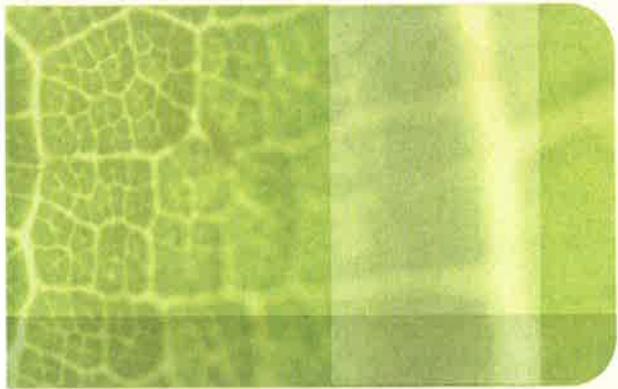
Managing Partner, Beijing, China

As a Manager Partner with ACG, Paul is focused on the financing of deals internally and through external private equity funds, hedge funds, family offices and high net worth individuals. Throughout much of his career, he has been involved in the private equity, venture capital and finance sectors working in over 20 countries in a wide variety of industries. For over two decades he has been travelling to China where he co-founded China's first music entertainment internet site, soon selling it to Asia's largest music publisher.

Paul received his bachelor's degree from University of Puget Sound and fluently speaks, reads and writes Chinese.

Current sector focus includes: Agriculture, Mining & Energy Resources including Oil & Gas, Consumer Products, Emerging Markets.





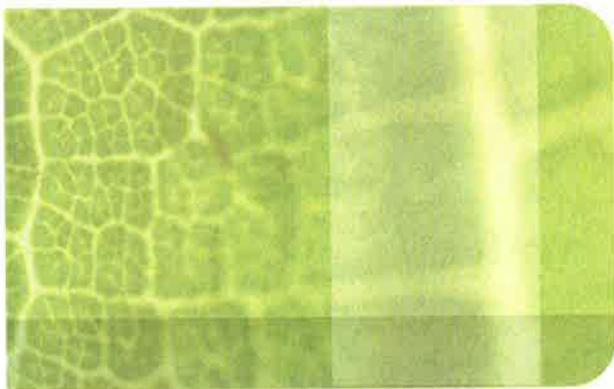
Managing Partners

Ramon C. Garcia

Managing Partner, Philippines

Recognized as one of the top six "Movers & Shakers" in E-Commerce by WEB Philippines magazine, Ramon C. Garcia, Jr. is a minority Partner of ACG Companies in Manila, Philippines. His extensive experience includes serving as a Board of Trustee Member, Chairman of DFNN Inc. and was the youngest Governor elected to the Philippine Stock Exchange. His background in the finance industry gives Ramon the ability to spot successful businesses on the rise. His entrepreneurial spirit is driven by his interest in new business development aspects that bring together cross-border products and organizations. Currently, Ramon serves on the board of several international corporations and is the President of HatchAsia and the Director of the Diversified Special Economic Zone in Mariveles, Philippines. Ramon is a graduate of De La Salle University and earned a Bachelor's of Science in Industrial Engineering and a Minor in Mechanical Engineering. He later attended the Asian Institute of Management and earned an Asian Securities Executive Certificate via a joint program with the Wharton Business School of Pennsylvania.





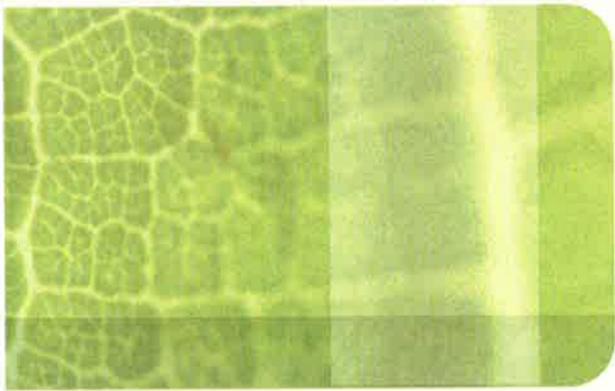
Managing Partners

Alan Frankel

Managing Partner, United States

As a Managing Partner with ACG, Alan Frankel works with public companies that are in need of growth capital. With over 15 years of working in the venture fund industry, Alan has been able to create a reputation of a leader in the industry. He has led the public fund of ACG, the largest as a financial analyst for companies listed on the NASDAQ and the NYSE and the NYSE. In addition to being a partner, Frankel also has a BS degree from NYU and Hunter College.





Managing Partners

Ming Hua

Managing Partner, Beijing, China

As Managing Partner for ACG, Ming manages the marketing of the Visa-Fund in China. His political and local expertise, Ming has been able to run over 15 different projects through the Visa-Fund. His 10 plus years of experience in ACG along with his 10 plus years of business experience has allowed Ming to excel in the market place.





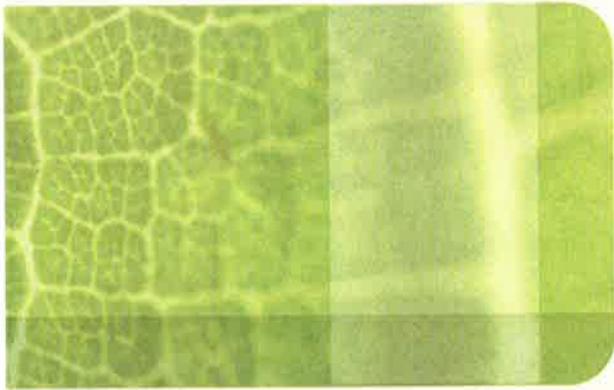
Managing Partners

Dave Sandhu

Managing Partner, India

In-country partner and Managing Partner for ACG. Dave has years of real estate and corporate experience. He concentrates the bulk of his time visiting the investor base for the Visa Fund. His ability to quickly identify a local investor in India qualified for the eU-S program has shown to be invaluable to the execution of the Visa Fund funding.





Managing Partners

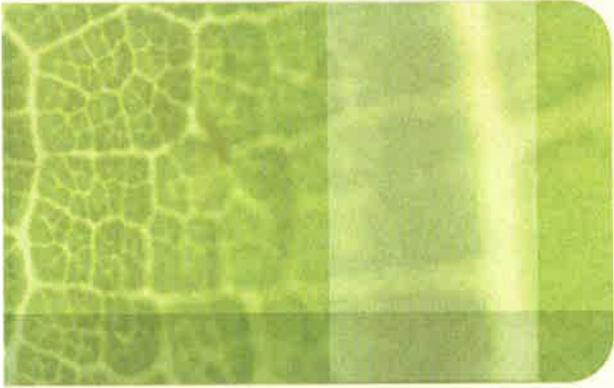
Boris Piskun

Managing Partner, United States

A Managing Partner with ACG Companies, Boris is responsible for overseeing the ACG-SBA Fund. He has an extensive background in commercial and investment real estate and purchasing distressed commercial mortgages nationwide. He has acquired and managed more than \$1 billion of distressed mortgages throughout his career. Boris built acquisition platforms for several companies he managed, including DBP Capital, The Sunset Group and Compass Partners. Prior to ACG, Boris launched and managed a tax lien acquisition and management fund, which he later sold to his capital partners. He also worked at Societe Generale in its Syndicated Loan Sales & Trading department.

Boris earned his Bachelor of Arts Degree in History from Columbia University and held Series 7, 55, and 63 securities licenses. Upon completing Columbia, Boris was drafted to play professional basketball overseas. During his tenure, the team competed for the National Championship title two years in a row, as well as competed in the FIBA EuroCup against Europe's top teams.





Managing Directors

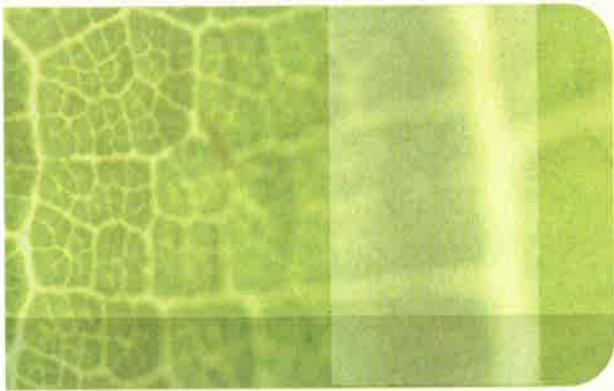
Steve Dallas

Managing Director, United States

Steve Dallas, Managing Director at ACG Companies, is responsible for the West Coast commercial underwriting and national private monetary placement. Steve's sales and underwriting experience allows him to collaborate with clients to proactively find funding solutions. An entrepreneur at heart, Steve understands what it takes to build and develop a business from the ground up. In 1981 Steve co-founded First Franklin Financial Corporation that was sold to Merrill Lynch. Serving as its President he helped build First Franklin into one of the nation's largest residential lenders with over 1,000 employees, closing on average over \$1 billion in monthly residential loans. His success as an entrepreneur led him to launch Dallas Venture Capital, a company that focused on the real estate, finance and entertainment industries and co-founded Korea's second largest construction company, Lakeway Development.

Steve earned a Bachelor's of Liberal Arts degree from Wittenberg University.





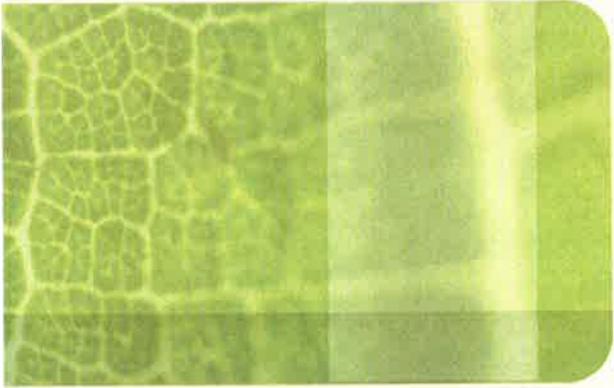
Managing Directors

Aldo Datoli

Managing Director, United States

Aldo Datoli is a Managing Director of ACG Companies in Chicago, Illinois, partnering clients with strategic funding resources to help fuel their business growth. To ensure success, he works with clients every step-of-the way from underwriting to developing a presentation. Leveraging his rolodex of contacts he's developed the past 20 years in the industry, Aldo helps companies find the capital needed to succeed in today's complex marketplace. After 17 years on the floor of the Mercantile Exchange of Chicago, he developed the ability to predict the latest business trends. His contacts span across private equity groups, venture capital funds, private funding sources and entrepreneurs. His collective experience prepared him to successfully tackle the challenges of helping corporations succeed.





Managing Directors

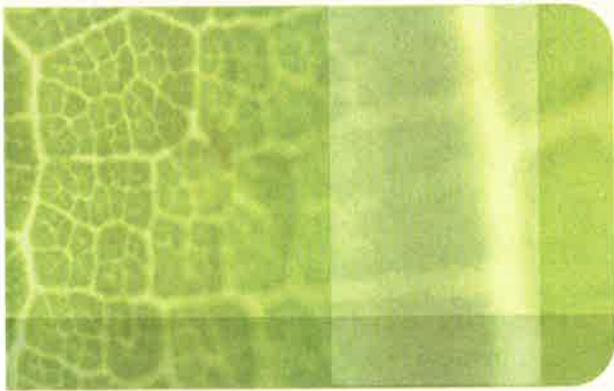
Donald F. Engel

Managing Director, United States

Donald Engel serves as a Managing Director at ACG Companies in Chicago Illinois, and is instrumental in drafting master contracts and as a negotiator to arrange funding for start-up, developing and established companies. A founding partner of Engel & Siegel law firm, Donald concentrates his practice on structured finance, creditor's rights, real estate and construction law, real estate finance and general commercial litigation. Leveraging his 27 years of experience for ACG, Donald helps negotiate financial arrangements with institutional owners and lenders. He founded a real estate brokerage and development firm that grew into a 150-person company with offices in three states. He is a lecturer for the U.S. Small Business Administration and an adjunct professor of real estate development and finance courses.

Donald earned a Bachelor's of Arts in Business from DePaul University and a Juris Doctor from Loyola University of Chicago's School of Law.





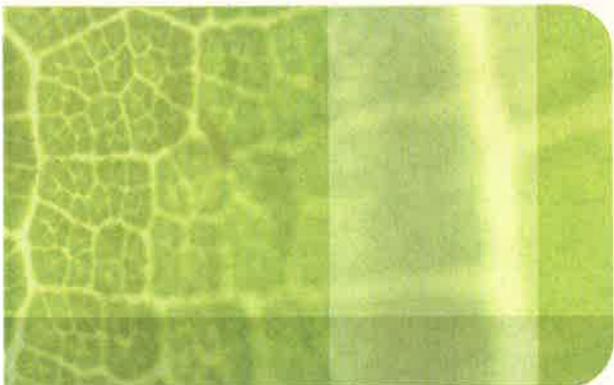
Managing Directors

Charles Everhardt

Managing Director, United States

As a Managing Director for ACG Companies in Chicago, Illinois, Charles Everhardt channels his expertise in the commercial and real estate markets. Throughout his celebrated career spanning 25 years, Charles successfully developed, brokered, financed and closed billions of dollars for real estate projects. He has been a part of highly acclaimed real estate developments that include Chicago's multi-million dollar Randolph Tower and the \$50 million Rainbow Village Project, an award-winning residential and retail-use development. Charles's experience is vital to ACG Companies' ability to attract big name projects and funding to make businesses successful.





Managing Directors

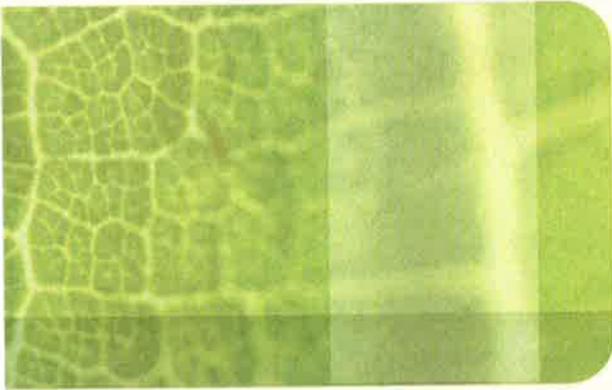
Robert Haas

Managing Director, Mongolia

Robert Haas is the Managing Director for ACG Companies in Mongolia and its Commodities division. As the firm's representative in China, he expands ACG's local network with businesses and government. Managing requests for sales purchases of commodities, he is instrumental in assisting partners in the structuring of transactions and creation of sound business proposals that bridge the needs of clients with the interest of investors. He currently serves as a Consultant to the German government-owned Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. Prior to joining ACG Companies, Robert worked in public relations and marketing for a jewelry company in China. He is fluent in German, English and is proficient in Mandarin Chinese.

Robert holds a Bachelor's of Business Administration and Marketing from Hong Kong University of Science and Technology. He also achieved the examinations equivalent to HSK Level 4 for proficiency in Mandarin Chinese from the Beijing Language and Culture University.





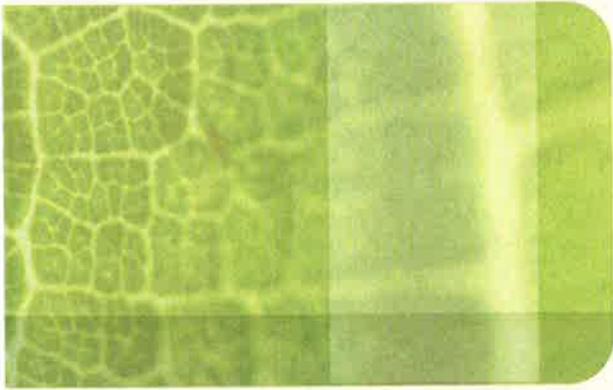
Managing Directors

Jim McArthur

Managing Director, United States

As a Managing Director at ACG Companies, Jim focuses on funding commercial real estate projects. He specializes in deal structure and selection that leverages a solution-driven approach to benefit investors and borrowers. Launching his career in construction management and development, he sold his successful business in 1994 that continues to operate successfully—a testament to his strengths as an entrepreneur. Prior to ACG, Jim developed, designed and patented the "Mobile Storage Rack for Containers," or as it's more commonly known as "The Smart Cart" in late 1995. This is a tool to help sort, store and move multiple containers at one time while allowing access to all containers. A customer base that ranged from Toyota of America, many municipalities such as Palm County in South Florida, big box retailers and mail order companies. He also launched a mortgage-lending firm in Santa Clara Valley, California focusing on business development, deal structure, sourcing and compliance.





Managing Directors

Adam Neubauer

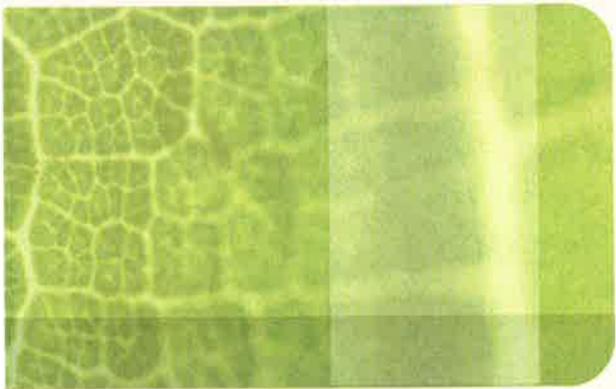
Managing Director, United States

Adam Neubauer has over eleven years of experience in the business world, including an eight year stint as an Analyst for the nation's largest pharmacy retailer. During his time at their corporate headquarters, the company maintained rapid growth with new store openings, mergers and acquisitions. Using Adam's vision and execution, the company reached number one on Forbes' most admired companies list.

Adam has since transitioned to the capital-raise side of a real estate transaction and has worked in investment banking for the last 3 years. With his vast knowledge of the acquisition, development, and business side of the real estate realm, he has proved to be a valuable resource in raising capital and selecting the most innovative methods of arranging financing.

With a Bachelor's Degree in History from Northern Illinois University, Adam has a distinct ability to work with borrowers and investors alike, and his ability to identify a profitable solution for all parties has been noted throughout his career. Adam donates his time to the community as a Certified Personal Trainer (CPT) through free exercise and diet prescriptions for deconditioned individuals.





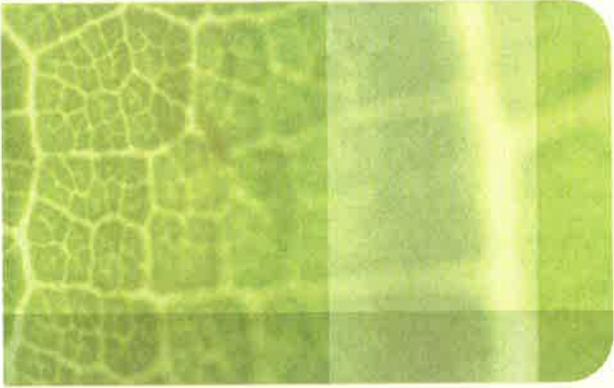
Managing Directors

Tim Valaski

Managing Director, United States

Tim Valaski, as a managing Director of ACG, concentrates his energy in originating and underwriting transactions in the real estate and corporate sectors. Tim received his Bachelors of Science in Manufacturing Engineering Technology at Northern Illinois University, where he also obtained his Masters of Science in Industrial Management. Using this background, he is able to grasp the technical aspect as well as financial requirements.





Contact Information

CORPORATE HEADQUARTERS

18101 Von Karman Avenue
Suite 330
Irvine, CA 92612

Phone: 949.484.4404
Fax: 866.401.4129
acercapitalgroup.com

Email:

info@acercapitalgroup.com
loans@acercapitalgroup.com
investors@acercapitalgroup.com





City Council Report

City Council Meeting: July 14, 2015
Department: Public Works

To: Luis Patlan, City Manager

From: Dean K. Uota P.E., City Engineer
Ph: 559.591.5924
Email: duota@dinuba.ca.gov

Subject: Request for Proposals (RFP) for General Civil Engineering Services-Selection Process Recommendation

RECOMMENDED ACTION

It is the recommendation of the Proposal Review Committee that the City Council select Provost & Pritchard Consulting Group for General Civil Engineering Services and authorize staff to prepare the Agreement for Professional Services for the City Manager's execution .

BACKGROUND

- Requests for Proposals were sent to five pre-qualified Engineering and Planning firms in November 2010: AECOM/Boyle, 4Creeks, Inc., Provost & Pritchard, Quad Knopf and Yamabe & Horn. Four firms submitted proposals. Yamabe & Horn did not submit a proposal.
- Interviews were conducted with representatives of the four submitting firms.
- Firms were considered on the basis of relevant experience, project management, resource availability, and cost.
- 4Creeks, Inc. was determined as qualified to provide routine, day-to-day general civil engineering services such as surveying, preparation of legal descriptions and exhibits, review of parcel maps and subdivision maps, review of subdivision improvement plans, local street projects and associated permit work, at competitive hourly rates, while AECOM was determined to be uniquely qualified for more complex Capital Projects design such as the CNG Fueling Facility.
- The City entered into a Professional Services Agreement (PSA), dated May 24, 2011, with 4Creeks, Inc. without a specified term, allowing the City to maintain continuous service subject to satisfactory performance.

DISCUSSION

- Caltrans has recently advised City Staff that consultant agreements lacking a specified term were no longer acceptable for projects funded with Federal Transportation monies. Said agreements shall have a specified term and may have a renewal clause if also limited (i.e., two-three year terms). The State Housing and Community Development (HCD) Department also generally requires local agencies to solicit on-call consultant services every three years.
- The City has recently been advised that it's application for an Active Transportation Program (ATP) project has been selected for Federal Transportation funding. The use of a consultant for the design of this new project will trigger a Caltrans review of the City's existing PSA with 4Creeks, Inc. Additionally, Caltrans is now required by the FHWA to enforce local agencies to determine Disadvantaged Business Enterprises (DBE) goals for consultants on Federally funded transportation projects. However, the methodology to determine a DBE goal on an on-call engineering consultant agreement spanning three years in the absence of a project specific scope of services has not been provided by Caltrans.
- The City Council, at its 11-25-14 meeting, authorized staff to issue a RFP for the subject services with a revised submittal deadline of January 26, 2015.
- Four (4) Pre-qualified Engineering firms were sent the RFP: 4Creeks (Visalia), Quad Knopf (Visalia/Fresno), Provost & Pritchard (Fresno/Visalia) and Yamabe & Horn (Clovis), who all submitted proposals. A fifth proposal was submitted by Precision Civil Engineering (Fresno).
- A Proposal Review Committee consisting of the Assistant City Manager, Public Works Director, City Engineer and Associate Engineer reviewed the five proposals and provided preliminary scoring. The Committee determined that the three highest scoring firms, Provost & Pritchard Consulting Group, Quad Knopf and 4Creeks, were to be interviewed on June, 1, 2015. Following the interviews of the finalist firms, the Committee made their final, unanimous determination that Provost & Pritchard Consulting Group was the best qualified firm to provide the City of Dinuba with General Civil Engineering Services.

FINANCIAL IMPACT

There are no financial impacts associated with the subject RFP selection process.



City Council Report

City Council Meeting: July 14, 2015
Department: Public Works Services

To: Luis Patlan, City Manager

From: Dean K. Uota P.E., City Engineer
Ph: 559.591.5906
Email: duota@dinuba.ca.gov

Subject: City of Dinuba Property, APN 014-061-021, Sale to Adjacent Properties/Owners

RECOMMENDED ACTION

It is recommended that the City Council declare the subject parcel as surplus property and accept the two offers received to each purchase one-half of the subject property, with direction to staff to prepare the necessary documents for sale of the property.

BACKGROUND

- The City of Dinuba acquired the parcel (Lot 13 in Block 4 in the "RF Dunn addition to the City of Dinuba", R.M. 12-25) located at the southeast corner of Adelaide and Euclid via a court judgement recorded November 6, 1939. The City then sold/conveyed the west 56.9 feet of said Lot 13 by Deed 1073/462 dated 10-09-42. The City retained ownership of the remaining 24.9 feet wide parcel identified today as APN 014-061-021.
- In September/October 2014, Self Help Enterprises (in conjunction with a building rehabilitation project) retained the services of Neil Zerlang, Land Surveyor, to locate the property corners for the parcel located at 446 W. Adelaide Way. Zerlang set replacement (original property corners were not found) property corners which indicated that an existing west boundary fence was incorrectly located by approximately 12 feet, which would indicate the need to relocate the fence 12 feet west into what was formerly believed to be a part of the next parcel.
- Mrs. Juanita Saldana, owner of the parcel (458 W. Adelaide) to the west of 446 W. Adelaide, approached the City in late 2014 about the possibility of acquiring a portion (approximately one-half) of the City's parcel to offset the loss of the east 12 feet of her sideyard to her neighbor at 446 W. Adelaide. Mrs. Saldana submitted a written offer, dated 11-14-14, in the amount of \$1,250 for the approximately 12.5 feet portion of the City parcel.

- The City then contacted the property owner (Jose Guttierrez) of the parcel at 488 W. Adelaide, immediately to the west of the City's parcel to determine if he had an interest in acquiring the remainder; Mr. Guttierrez confirmed his interest and submitted a written offer (May 2015) in the amount of \$3,000 for one-half of the City parcel.

DISCUSSION

The subject parcel has been unused by the City since its acquisition in 1939, primarily due to its limited size for any municipal purpose such as a well site. At a width of 25 feet, the parcel is too narrow to accommodate any residential structure. Therefore, the subject parcel has no practical use or value to the City and should be considered as relatively valueless surplus property.

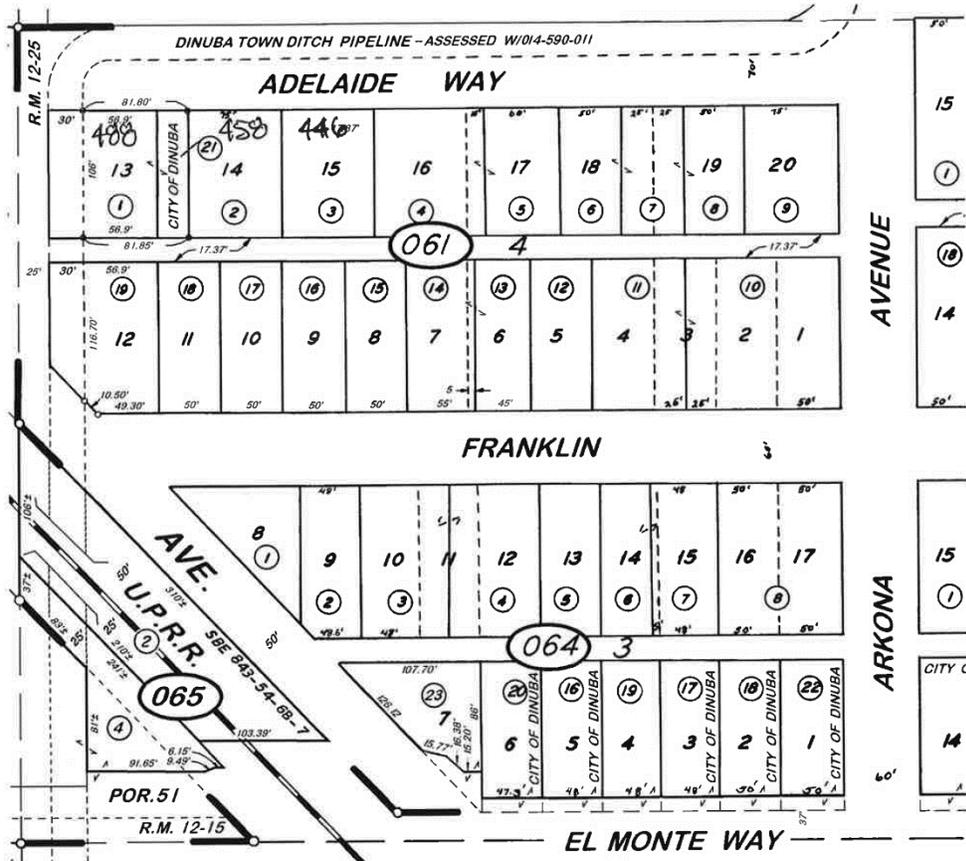
The Saldana offer is reasonable in light of the "taking" of the east 12 feet of her sideyard by her neighbor to the east and her desire to make her property whole without attempting to undertake a costly legal process to contest the findings of her neighbor's survey.

The Guttierrez offer is reasonable when considering the above description of a parcel that has been unused for over seventy years.

The proposed sale of the subject parcels would return the area to the tax rolls for property tax revenue generation.

FINANCIAL IMPACT

There will be some costs associated with the preparation of purchase/sale agreements and exhibits which will be offset by the proceeds from the sale.





City Council Report

City Council Meeting: July 14, 2015

Department: Public Works

To: Luis Patlan, City Manager

From: Dean K. Uota P.E., City Engineer
Ph: 559.591.5924
Email: duota@dinuba.ca.gov

Subject: Model Water Efficient Landscape Ordinance (MWELo) Update 2015

RECOMMENDED ACTION

This is an information item that follows the City Engineer's June 23, 2015 information sharing on the subject Governor's Drought Executive Order based revisions to the MWELo.

BACKGROUND

- The State Model Water Efficient Landscape Ordinance (MWELo) was first introduced by AB 325 in 1990 as a largely advisory document. The MWELo was further amended by Assembly Bill (AB) 2717 in 2004. Following a number of limited drought periods, the Legislature approved AB 1881 in 2006 to make substantial changes to the MWELo and provided direction that the Department of Water Resources (DWR) would be responsible for updating and implementation of the revised MWELo. The purpose of the MWELo:
 - To **establish a structure** for designing, installing, maintaining and managing water efficient landscapes in new and rehabilitated projects
 - **Reduce water use** to the lowest practical amount and set an upper limit that shall not be exceeded.
 - To **establish provisions** for water management practices and water waste prevention **for established landscapes.**
 - **Promote the values and benefits of landscapes** while recognizing the need to use water and other resources efficiently

- The primary objectives of AB 1881 included the following:
 - minimize overspray and runoff
 - landscape water budgets
 - appropriate use and groupings of plants
 - automatic irrigation systems and schedules
 - soil assessment and soil management plans
 - Include landscape maintenance practices
 - encourage the capture and retention of storm water onsite
 - encourage the use of recycled water
 - encourage use of economic incentives

- educate water users

The DWR also considered recommendations of the AB 2717 Landscape Task Force Report.

- September 10, 2009-The DWR Updated MWELO was approved.
- January 1, 2010-AB 1881 mandated that “Local agencies shall adopt the Model Ordinance or one that is at least as effective as the Model Ordinance in conserving water”.
- February 10, 2010-The City of Dinuba advised DWR in writing that the City had elected to have the MWELO be adopted by Statute (as provided for in AB 1881) on January 1, 2010.

DISCUSSION

- Governor’s Brown April 1, 2015 Drought Executive Order (EO) B-19-25 directed the California Department of Water Resources (DWR) to update the State’s Model Efficient Landscape Ordinance (MWELO) through an expedited regulation. The directive specifically lists five items to address in revising the ordinance:
 - Irrigation system efficiency standards
 - Greywater usage
 - Onsite storm water capture
 - Limiting the percentage of turf planted in new landscapes
 - Require reporting on the implementation and enforcement of the ordinance by local agencies
- The DWR proposed revisions require greater efficiencies than the landscape standards adopted by the Building Standards Commission (Commission) on May 29, 2015. The Commission is aware that DWR may enact stricter measures and has committed to revise their standards to be consistent with the Updated MWELO.
- **Proposed Revisions:**
 - **Landscape Size Threshold** -The landscape size threshold (the square footage above which projects are subject to the ordinance) has been reduced for all new constructions projects from 2500 sq. ft. to 500 sq. ft. Previously the threshold was 2500 sq. ft. for public and private development and 5000 sq. ft. for owner built custom homes.
 - **Efficient Irrigation Systems** -The following measures have been added to the ordinance:
 - Dedicated landscape water meters or sub meters are required for residential landscape areas over 5000 sq. ft. and non-residential areas over 1000 sq. ft. (This brings the landscape ordinance into alignment with CalGreen (California Green Building Code) requirements).
 - All new irrigation systems will be required to have pressure regulators and master valves.
 - Irrigation systems must be designed so that a precipitation rate of 1.0 inch per hour is not exceeded in any portion of the landscape.
 - Require flow sensors that detect and report high flow conditions due to broken pipes and or popped sprinkler heads.
 - Increased the minimum width of turf from 8 feet to 10 feet that can be irrigated with overhead irrigation (sprinklers). Areas of turf below this threshold must be

irrigated with subsurface drip or other technology that produces no over spray or runoff.

- **Graywater Usage** -A section (§492.15) was added to encourage the installation of graywater systems to provide on-site landscape irrigation water. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards.
- **Onsite Storm Water Capture** -The Stormwater Management section (§492.16) is revised to require friable (crumbly) soil in landscape areas to maximize water retention and infiltration. Additional measures for increasing on-site storm water retention are recommended.
The revised ordinance also requires the application and incorporation to 6 inches deep of 4 yards of compost per 1000 sq. ft. of area planted to turf. This addition of organic matter and tillage increases the ability of soil to capture and hold stormwater.
- **Limiting the Portion of Landscapes that can be Covered in Turf** -To limit the area of turf in landscapes, the landscape water budget (Maximum Applied Water Allowance) was reduced from 70% of the reference evaporation to 50% for residential areas, and to 40% of evaporation for non-residential areas. The 50% water budget reduces the area that can be planted to turf in the residential landscapes from 33% to 25%, while the 40% budget for commercial and institutional (non-residential) landscape does not provide enough water to permit the planting of turf. Turf installation is permitted in new commercial and institutional landscape areas when it is used for specific functions and purposes. The landscape ordinance water budget provides extra water allowances for functional turf (sports, recreational, picnic areas and areas irrigated with recycled water.)
In addition to the reduction in water budgets, no turf will be allowed in median strips or in parkways, unless the parkways is next to a parking strip and a flat surface is required to enter and exit vehicles.
- **Reporting** -Per EO (B-19-25) the revised MWELo requires local agencies to report to DWR on the implementation and enforcement of the ordinance by December 31, 2015 and then by January 31st in subsequent years. Section 495 lists 11 specific items that have to be addressed as part of the annual reporting.

FINANCIAL IMPACT

There are no immediate City financial impacts associated with the Updated MWELo. However, City maintained public landscaped areas (mostly in Landscaping Assessment Districts) that are not exempted for “specific functions and purposes” will be affected requiring modifications to plantings and irrigation systems. The City will, in the future, have to augment its inspection and code enforcement personnel complement to effectively monitor and inspect landscaping installations and affect compliance of the MWELo and EO (B-19-25).

July 9th 2015

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

LAST TWO-WEEKS SUMMARY

- Work Completed:
 - Portions of storm drain and sewer work at the west end of the Project.
 - Gas line protection slab west of Rd. 72 Sta. 107 - Sta. 129
 - Median curb east of Rd. 72
 - Paving (first two lifts) in town south side of EMW
 - Striping and traffic control devices removal/relocation from Rd. 72 to SJVR
 - Gas main relocation at Arkona Alley
 - Block sound wall at FTF
 - Concrete curb / gutter / sidewalk and WCR's from Rd. 72 to SJVR
 - Gas service relocation to Golf Course at Rd. 64
- Problems Encountered:
 - AT&T conflict at storm drain east of SJVR.
- List citizen concerns, comments and compliments:
 - Ed Dena had some questions regarding the work at his dealership. The questions were addressed.

TWO-WEEK LOOK AHEAD

- Upcoming Work (2 weeks):
 - Continuing storm drain, sewer and grading /fill work at the west portion of the Project.
 - Begin construction of sewer at Ridge Creek Golf Course entrance.
 - Continuing gas main protection slab w. of Rd. 72
 - Continue storm drain, structures and AID work at Rd. 72 and the Sandridge Ditch
 - Start water main west of Rd. 72.
 - Continuing street lighting/signalization upgrades
 - Grading, concrete, storm drain and base east of the SJVR.
- Community Outreach/Notifications
 - Facebook/Website Updates.
 - Construction Mitigation Hotline:
 - English/Espanol (800) 399-2547
 - Contact Information:
 - City website address: <http://www.dinuba.org/>
 - Facebook page: Avenue -416-Street-Widening
 - Twitter: //twitter.com/elmonteway
- **Submitted By:** SGI Construction Management



City Council Report

City Council Meeting: July 14, 2015

Department: Fire Department

To: Luis Patlan, City Manager

From: Chad Thompson, Fire Chief

Ph: 559.591.5931

Email: cthompson@dinuba.ca.gov

Cass Cook, Finance Services Director

Ph: 559.501.5900

Email: ccook@dinuba.ca.gov

Subject: Resolution #2015-32 Approving Participation in the Intergovernmental Transfer Program with the California Department of Health Care Services for EMS Ambulance Transport Services Reimbursements

RECOMMENDED ACTION

Council adopt Resolution #2015-32 approving participation in the Intergovernmental Transfer Program with the California Department of Health Care Services for EMS Ambulance Transport Services reimbursements and authorizing the City Manager to execute any all agreements associated with the program.

BACKGROUND

Since 2013, the City of Dinuba Fire Department has participated in a California Department of Health Care Services (DHCS) program known as the Ground Emergency Medical Transport (GEMT) that enables the Fire Department to recover a larger portion of the actual costs for providing emergency ambulance transport provided to Medi-Cal patients not enrolled in managed care plans. This program, year to date, has allowed the Dinuba Fire Department to recover approximately \$350,000 in additional reimbursements for Medi-Cal fee for service transports. However, with the recent expansion of Medi-Cal managed care enrollment there are now fewer Medi-Cal fee for service transports under the GEMT program. This has prompted the City of Dinuba to explore options to increase cost recovery opportunities.

Since 2006, the DHCS has offered public healthcare providers the opportunity to participate in a program that increases the reimbursement for services provided to Medi-Cal managed care plan members. The DHCS program, called a voluntary rate range Intergovernmental Transfer (IGT) program (Welfare and Institutions Code §§14164, 14301.4), provides a way for "Medi-Cal Managed Health Plan Providers" to gain access to federal matching funds for Medi-Cal reimbursements. The IGT program was recently expanded to include public EMS providers, such as the City of Dinuba Fire Department. As a provider of health care services to Medi-Cal managed care enrollees, making enrollees, the City of Dinuba

Fire Department is eligible to receive increased reimbursements from the Medi-Cal Managed Care Providers.

Under the IGT program, counties and other political subdivision or governmental entities in the State may elect to transfer funds to the State in support of the Medi-Cal program. These funds are used as a match for federal funds, which are eventually returned to the EMS providers through their respective Medi-Cal Managed Care Health Plan Providers. In Tulare County, the Medi-Cal Managed Care Health Plan Providers are Anthem Blue Cross and HealthNet. The City of Dinuba Fire Department also, from time to time, provides service to patients who reside in Fresno County. The Medi-Cal Managed Care Health Plan providers in Fresno County are Anthem Blue Cross and CalViva. All of these plan providers have agreed to participate in the IGT program along with the respective fire departments for the cities Dinuba, Sanger, Selma, and Kingsburg.

DISCUSSION

The IGT program requires the transfer of eligible local dollars from the City to the DHCS. The DHCS, in turn, uses the transferred funds from local governments to increase monthly rates it paid Medi-Cal Managed Care Health Plan Providers in the prior fiscal year, thus allowing DHCS to receive additional federal funding from the Centers for Medicare and Medicaid Services (CMS) for payment to Medi-Cal Managed Care Health Plan Providers. The Medi-Cal Managed Care Health Plan Providers then pay most of their IGT funded rate increases to the local governments that transferred the funds. Ultimately, each local government participant receives back the funding it provided, plus the federal match in return.

In May of this year, the cities of Dinuba, Sanger, Kingsburg, and Selma, through a consultant hired by the City of Sanger Fire Department, the above named city fire departments, began discussions with DHCS and the Medi-Cal Managed Care Providers regarding our collective interest in participating in the IGT program. The first step in the process was for each city to submit a non-binding letter of interest to the State no later than June 26, 2015. The City of Dinuba submitted the non-binding letter of interest. The consultant is currently working with all parties involved on developing the necessary agreements to participate in the IGT program.

The following is a summary of the IGT process and the approximate transfer amounts for the City of Dinuba Fire Department, based on current information from the State DHCS:

State DHCS Rate Increase Contract: Based on the participating agencies' signed contracts to transfer funds to DHCS, the state will contact the appropriate Medi-Cal Managed Care Plan Providers to increase the per member, per month capitation rates, and the Plans' rate will be increased to the highest actuarially sound rate.

Transfer from the Department to the State: Once the CMS has approved the entire IGT transaction, and the Plans' rate contracts have been signed by DHCS and the Medi-Cal Managed Care Plan Providers throughout the State, DHCS will submit a request to participating agencies to transfer funds to the State. With the Council's approval, the City of Dinuba will transfer approximately \$1,150,000 to DHCS. Additionally, the City of Dinuba will make a separate payment of approximately \$220,000 (20%) to DHCS as authorized in the Welfare and Institutions Code Section 14301.4, to cover the administrative costs of operating the IGT program. If the State is unable to use all of the transferred funds to increase the Plans' rates, it will return any unused funds and the associated 20% administrative fee.

Payment to the City of Dinuba Fire Department: After receipt of the IGT funds, as well as the assessment fee, the State will draw down the appropriate amount of federal funds from CMS. Upon receipt of the transfer funds and the new federal funds, DHCS will increase the Plans' rate payments for rate year 2013-2014 to appropriate levels. Upon receipt of the increased payments, the Plans will

increase the payments made to the City of Dinuba Fire Department for the service provided to their Medi-Cal Plan beneficiaries. The City of Dinuba Fire Department should receive approximately \$2,220,000, which is comprised of the original contribution and the federal matched funds. The resulting net revenue received by the Fire Department will be approximately \$850,000.

New federal matching funds receive by the Fire Department will be used to promote the well-being of the Plans' beneficiaries by maintaining, or improving, the current service levels of the City of Dinuba Fire Department's Ambulance Services.

The rate range IGT will be implemented through the execution of six agreements, two with the DHCS, and one for each Medi-Cal Managed Care Plan Provider. These documents spell out the obligations of each entity in regards to the transfer of local government funds, the use of funds by DHCS, the payment of funds to the each of the Plan providers, and the treatment of payments by the Plan providers. Before any funds are transferred, all of the agreements must be signed by the participating agencies and the Plans' rate increases must be approved by the federal government. The specific agreement documents for Rate Year 2013-2014 are not yet available; and due to the anticipated short turn around time, staff is recommending that the City Manager be given the authority to negotiate and execute the agreements, as well as, any related documents.

FINANCIAL IMPACT:

Participation in the IGT program provides an important opportunity for the City to collect ambulance transport fees that would not otherwise be available. Currently, the Medi-Cal program reimburses approximately \$160 per emergency ambulance transport, which is less than 15% of the actual cost to provide the service. In FY 2013-2014, the City of Dinuba Fire Department charged approximately \$1,300,000 to provide ambulance transports to Medi-Cal managed care participants, of which it received only 14% in reimbursements from the Plan providers.

The table below provides the approximate transfer amounts based on information provided by our ambulance billing department. Based on calculations, the City of Dinuba Fire Department would need approximately \$1,370,000 of funds available to wire to DHCS for approximately 6-8 weeks, to receive \$2,220,000 back.

Plan Provider	Transfer Amount	Admin Fee	Funds Returned by Plan Provider	Net New Funds
Anthem Blue Cross	\$620,000	\$120,000	\$1,220,000	\$480,000
HealthNet	\$480,000	\$90,000	\$900,000	\$330,000
Cal Viva	\$50,000	\$10,000	\$100,000	\$40,000
Total	\$1,150,000	\$220,000	\$2,220,000	\$850,000

The proposed funds to be transferred to the DHCS will be allocated from the Ambulance Fund as well as a short-term loan from the General Fund and will be returned as enhanced Medi-Cal payments six to eight weeks later.

Attachments

- A. Resolution No. 2015-32

Attachment 'A'

RESOLUTION NO. 2015-32

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS TO ALLOW THE DINUBA FIRE DEPARTMENT TO PARTICIPATE IN AN INTERGOVERNMENTAL TRANSFER WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) IN ORDER TO INCREASE THE DEPARTMENT'S REIMBURSEMENT FOR EMS AMBULANCE TRANSPORT SERVICES PROVIDED TO COUNTY HEALTH PLANS (ANTHEM BLUE CROSS, HEALTHNET, AND CALVIVA) MEMBERS FOR FY 2013-2014.

WHEREAS, the City of Dinuba, through its Fire Department, regularly provides emergency ambulance transport to persons who are Medi-Cal patients enrolled in managed care plans, and

WHEREAS, the City participates in various governmental programs that provide reimbursement of costs incurred in providing such emergency services to Medi-Cal patients; and

WHEREAS, pursuant to the authority of Welfare & Institutions Code, section 14164 and 14301.4, since 2006 the California Department of Health Care Services (DHCS) has been offering a voluntary rate range Intergovernmental Transfer Program to allow healthcare providers such as the City of Dinuba Fire Department to access federal matching funds for reimbursement through their Medi-Cal Managed Care Health Plan Providers; and

WHEREAS, the City may pursue an Intergovernmental Transfer to DHCS through its Medi-Cal Managed Care Health Plan Provider, Anthem Blue Cross, HealthNet, and CalViva; and

WHEREAS, by participating in the Intergovernmental Transfer Program, the City will receive reimbursements for a larger proportion of its actual costs for providing emergency ambulance transport to Medi-Cal patients enrolled in managed care plans; and

WHEREAS, under the Intergovernmental Transfer Program, the funds shall be transferred in accordance with a mutually agreed upon schedule between the City of Dinuba and DHCS;

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the Dinuba Fire Department to participate in an Intergovernmental Transfer (IGT) with the California Department of Health Care Services (DHCS) in order to increase the Department's reimbursement for EMS ambulance transport services provided to Anthem Blue Cross, HealthNet, and CalViva members for FY 2013-2014.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute agreements with DHCS for the Dinuba Fire Department's participation in this program, subject to final approval as to form by the City Attorney.

BE IT FURTHER RESOLVED, that the City Council does hereby authorize the transfer of funds to DHCS pursuant to such agreements, in an amount approved by the City Manager and in accordance with a mutually agreed upon schedule, to be used solely as a portion of the non-federal

share of actuarially sound Medi-Cal managed care capitation rate increases for the Anthem Blue Cross, HealthNet, and CalViva period of October 1, 2013 through June 30, 2014.

I, LINDA BARKLEY, Clerk of the City of Dinuba, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held the 14th day of July, 2015, by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

LINDA BARKLEY, City Clerk



City Council Report

City Council Meeting: July 14, 2015
Department: Finance Department

To: Luis Patlan, City Manager

From: Cass Cook, Finance Services Director
Ph: 559.501.5900
Email: ccook@dinuba.ca.gov

Subject: Update on Software Implementation

RECOMMENDATION

Informational item only.

BACKGROUND

The City will implement the new utility billing software on Monday, July 20th. Account history will need to be brought into the new system. Unfortunately, the two systems speak different languages. To ensure the accuracy of the converted data, staff has run the converted data in a “test” environment.

At the end of the day of Thursday July 16th, the City will be shutting down its current billing software. The data will be exported from the system and imported into the new software. Staff will then review the data and make any necessary adjustments to finalize the conversion. On Monday the 20th the City will start using the new billing software.

The conversion process will result in the financial system being down on Friday the 17th. Payments cannot be entered into the system that day. Therefore, City Hall will not be taking payments. City Hall will be open to the public, but cash and credit card payments will not be accepted. Check payments will be accepted via the drop box, but the transaction will not be recorded until Monday.

The new system should be up and running on Monday, July 20 and all payments will be accepted and posted to the financial system. The ability to take online payments is projected to occur in August.

To inform the public of the change, a message will be:

- Included in the utility bill,
- Posted on Facebook,
- Posted on the City Website, and
- Displayed on the front door of City Hall.



City Council Report

City Council Meeting: July 14, 2015

Department: Fire Department

To: Luis Patlan, City Manager

From: Chad Thompson, Fire Chief
Ph: 559.591.5931
Email: cthompson@dinuba.ca.gov

Subject: Request for Authorization to Apply for The Homeland Security Grant

RECOMMENDED ACTION

To authorize the Fire Department to apply for the 2015 Homeland Security Grant in the amount of \$6,750 for the purchase of three handheld radios.

DISCUSSION

Each year, the Department of Homeland Security provides each State with grant funding that is to be distributed to public safety agencies throughout the State in order to improve response capabilities and preparedness. The Dinuba Fire Department has taken advantages of this opportunity for multiple years.

The Fire Department is proposing to submit a grant request in the amount of \$6,750 to purchase 3 Bendix King Programmable handheld radios, programming software and cables. These radios would provide essential communication capabilities that are necessary when providing assistance throughout the state during large incidents, such as, wildland fires.

FINANCIAL IMPACT

The estimated cost of the radios and related equipment will be \$6,750, which will be 100% funded by the Homeland Security Grant Program.



June 29, 2015

Mr. Dan Meinert, Manager
Dinuba
405 East El Monte Way
Dinuba, California, 93618

RE: Dinuba, Tulare County, California North
Public Protection Classification: 02/2Y
Effective Date: October 01, 2015

Dear Mr. Dan Meinert,

We wish to thank you Mr. Ismael Hernandez and Chief Chad Thompson for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" – formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."
- Communities graded with single "9" or "8B" classifications will remain intact.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Dominic Santanna

Dominic Santanna
Manager -National Processing Center

cc: Mr. Ismael Hernandez, Water Supervisor, Dinuba Public Works
Chief Chad Thompson, Fire Chief, Dinuba Fire Department
Lieutenant Able Iriarte, Coordinator, Dinuba Police Department







Centennial Park
Dinuba Ca. 93618
Before the Fouth of July Fireworks.

Picture taken and edited by Efrain Garza on July 03, 2015















DINUBA
Together, A Better Community

DINUBA
Together, A Better Community





City Council Report

City Council Meeting: July 14, 2015
Department: Public Works Services

To: Luis Patlan, City Manager

From: Blanca Beltran, Public Works Director
Ph: 559.591.5924
Email: bbeltran@dinuba.ca.gov

Subject: **Water Conservation Update – June 2015**

RECOMMENDED ACTION

This is an information item only. No action is required.

BACKGROUND

- The City Council took action to implement Stage 3 Mandatory Compliance – Water Emergency, effective June 1, 2015, in response to the State’s drought emergency regulation, limiting outdoor watering to two days per week between the hours of 8pm and 12 am (midnight).
- Public notification was made to all residents via the AlertTC system, customer mailer, social media, as well as publication in the newspaper, the week of May 25-29, 2015.
- The City’s conservation standard is 32% effective June 2015.
- The State Water Board will begin assessing compliance on a monthly cumulative basis with the submittal of the June monthly report on July 15, 2015.

DISCUSSION

- Total water production for June 2015 was 130,520,000 gallons versus 208,680,000 in June 2013. The City pumped 78,160,000 million gallons of water less in June 2015, indicating a **37.45** % reduction.
- Residential consumption per capita (R-GPCD) for June 2015 was 112.5, a decrease compared to June 2013 of 178.4 gpcd.
- 60 written warnings and 18 verbal contacts were made during the month of June. No citations were issued.
- Exemptions were issued for the following:
 - Senior Citizen unable to water so late in the evening.
 - Mobile Car Wash businesses (3)

- Swimming Pool Maintenance – Best Western
- Well soundings taken on July 2nd indicate water levels remain relatively stable from the June 4th soundings.

FINANCIAL IMPACT

The significant reduction in water consumption has had a direct impact on water revenue receipts. Currently, the revenue reduction is projected at approximately \$320,000 for 2014/15. In previous reports the impact had been identified as approximately \$200,000.



City Manager's Office
559/591-5904

Development Services
559/591-5906

Parks & Community Services
559/591-5940

City Attorney
559/437-1770

Public Works Services
559/591-5924

Fire/Ambulance Services
559/591-5931

Administrative Services
559/591-5900

Engineering Services
559/591-5906

Police Services
559/591-5914

MEMORANDUM

TO: Luis Patlan, City Manager

FROM: Blanca Beltran, Public Works Director
Dean K. Uota, P.E., City Engineer

DATE: July 14, 2015

SUBJECT: Report on Action of the Dinuba Planning Commission - Meeting of July 7, 2015

The Dinuba Planning Commission took the following actions:

- The Planning Commission approved the minutes of the June 2, 2015 Planning Commission Meeting.
- The Planning Commission held a public hearing for Application No. 2015-05, a Conditional Use Permit application to allow the sale and serving of alcoholic beverages at a new restaurant, located in the northeast quadrant of El Monte Way and Englehart Avenue, in Dinuba. The request was submitted by Ben Lin Fan (Applicant), represented at the hearing by Les Felland (Contractor). Public comment was received from Felland in favor of the proposal. Staff then recommended that the Commission approve the Application as proposed. Pursuant to Staff's recommendation, the Planning Commission approved the application to allow the sale and serving of alcoholic beverages at a new restaurant.
- The Planning Commission held a public hearing for Application No. 2015-06, a Variance application to allow a six foot tall fence within the front yard setback of a future home care/assisted living facility, located at 452 E. Fresno Street, in Dinuba. The request was submitted by Parveen Kaur and Jatinderpal Singh (Applicants), represented at the hearing by Mario Valmonte (Consultant). Public comment was received from Valmonte in favor of the proposal. Staff then recommended that the Commission approve the Application as proposed. Pursuant to Staff's recommendation, the Planning Commission approved the application to allow placement of a six foot fence within the front yard setback of the project site.