



City Council Agenda

Tuesday, August 11, 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 Emilio Morales Mayor	District 2 Maribel Reynosa Council Member	District 3 Scott Harness Vice Mayor	District 4 Kuldip Thusu Council Member	District 5 Mike Smith Council Member
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1. CALL TO ORDER

2. INVOCATION

3. FLAG SALUTE

4. NEW EMPLOYEES & PROMOTIONS

- 4.1. Fire Services – Tim Dodd, Firefighter / Paramedic
- 4.2. Public Works
 - Sam Lopez, Full-time Utility Worker
 - Chris Treadway, Part-time Utility Worker

5. PRESENTATIONS

- 5.1. Ramon Rivera - Dinuba Kiwanis Bilingual Club, Multi Cultural Event Request for Sponsorship, and Request for Street Closure, September 20, 2015
- 5.2. Police Sgt. Bissett - Dinuba Police Department Youth Law Enforcement Summer Camp
- 5.3. Cristy Meyer – 2015-2016 Miss Dinuba Candidates

6. 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.

- 6.1. Unscheduled Items

7. 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.

7. CONSENT CALENDAR (Continued)

- 7.1. City Council Meeting Minutes, July 28, 2015
A request to the City Council to consider the draft meeting minutes and adopt them as final.
- 7.2. Acceptance - Other Agency Meeting Minutes
- Community Services & Pro-Youth Commission, May 19, 2015
 - Planning Commission, July 7, 2015
- A request to the City Council to accept other Agency meeting minutes.*
- 7.3. Parkside Village Unit III, Final Map and Subdivision Agreement, Resolution 2015-34
Staff recommends that the City Council adopt Resolution 2015-34 approving the Final Subdivision Map, Parkside Village, Unit No. 3, fifty-two (52) residential lots and one (1) commercial lot on one existing parcel totaling 13.07 acres, accepting all dedications shown on the Final Map, authorizing the City Manager to sign the Subdivision Agreement (Exhibit B), and authorizing the recording of the Map and Agreement.
- 7.4. Acceptance of Real Property - Tulare County Road 80 Widening Project, Phase 2 Avenue 384 to El Monte Way (Avenue 416) (Project), Phase 4 El Monte Way and Alta Avenue Intersection (Project) Relinquishment of Rights-ofWay and Easements per "Agreement-Transfer of Real Property, County of Tulare to the City of Dinuba" affecting: APNs 030-010-008, 030-120-040, 030-120-041, 030-010-041, 017-020-059, 017-020-058, 017-320-003, 017-173-004, 017-183-003, 017-272-011, 017-182-016, 017-272-010, 017-182-017, 017-272-008, 017-181-002, 017-271-017, 017-203-010, 017-010-037, 017-010-001, 017-040-031, 017-040-032, 017-053-017, 017-053-018, 017-053-015, 017-053-019, 017-040-033, 017-040-039, 017-040-041, 017-040-040, 017-051-009, 017-051-010, 014-063-033, 014-063-034, 014-063-035, 014-063-036, 014-063-037, 014-063-038, 014-063-009, 014-063-029, 014-161-028 and 014-161-027
Staff recommends that the City Council approve the Agreement for the transfer of County-acquired parcels to the City of Dinuba and authorize the City Manager to execute said Agreement on behalf of the City.
- 7.5. Master Development Schedule
An up-to-date copy of the MDS listing current building projects, no action required.
- 7.6. Action of the Planning Commission, August 4, 2015
Staff recommends that the City Council review the action of the Planning Commission at the July meeting.
- 7.7. School Resource Officer Annual Agreement
Staff recommends that City Council authorize the City Manager to execute the School Resource Officer (SRO) Agreement with the Dinuba Unified School District for the 2015-2016 school year.
- 7.8. Grants of Easement Farm Credit West
Staff recommends that the City Council approve the subject two Grants of Easement to Farm Credit West, FCLA and authorize the City Manager to sign the documents.

8. WARRANT REGISTER

- 8.1. Approval – July 31; August 7, 2015
A request that the City Council review and approve the warrant register(s) as presented.

9. MAYOR'S MINUTE

- 9.1. Information Sharing

10. COUNCIL COMMENTS

- 10.1. Request for Excused Absence, Council Member Mike Smith, July 28, 2015
- 10.2. Reminder –City Council Meeting Cancelled, August 25, 2015
- 10.3. Reminder – League of California Cities South San Joaquin Valley Division General Meeting, August 13, 2015, Clovis CA
- 10.4. Information Sharing

11. CITY ATTORNEY

- 11.1. Public Safety Commission, Ordinance 2015-07, First Reading, Read Title, Waive Reading in Full
Staff recommends that the City Council conduct the first reading and introduction of Ordinance 2015-07, repealing Ordinance 2015-06 thereby Amending Title 2, by correction of Ordinance and Chapter numbers establishing a Public Safety Commission.
- 11.2. Information Sharing

12. CITY MANAGER

- 12.1. Information Sharing

13. ENGINEERING AND PLANNING SERVICES

- 13.1. Update - El Monte Way Widening Project
- 13.2. Information Sharing

14. FINANCE SERVICES

- 14.1. Fiscal Year 2014-15 Investment Report, Resolution 2015-35
Staff recommends that the City Council accept the City of Dinuba Cash and Investment Report for the quarter ending June 30, 2015.
- 14.2. Investment Policy Amendment – Delegation of Investment Authority
Staff recommends that the City Council consider and adopt Resolution Number 2015-35 amending the City of Dinuba’s Investment Policy and Delegating Authority to invest funds for the City to the Finance Services Director.
- 14.3. Contract with Board of Equalization for Collection of Local Charges on Prepaid Mobile Telephony Services, Resolution 2015-36
Staff recommends that the City Council adopt Resolution 2015-36 authorizing the Financial Services Director to execute an agreement with the State Board of Equalization for the Collection of Utility Users Tax Charges on Prepaid Mobile Telephone Services and certify that the Utility Users Tax applies to prepaid mobile telephone services.
- 14.4. Information Sharing

15. FIRE SERVICES

- 15.1. Information Sharing

16. PARKS AND COMMUNITY SERVICES

16.1. Information Sharing

17. POLICE SERVICES

17.1. Authorization to Purchase New Animal Control Truck

Staff recommends that City Council approve the proposed request to purchase one new Animal Control Truck and Animal Control Body.

17.2. Information Sharing

18. PUBLIC WORKS

18.1. Information Sharing

19. 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, August 7, 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]



THE KIWANIS BILINGUAL CLUB OF DINUBA

P O BOX 536
Dinuba, CA 93618

August 1, 2015

Dear Friends of Kiwanis,

The Kiwanis Bilingual Club of Dinuba, a community service club and non-profit organization. We are the newest service club in Dinuba and will be presenting the Multi-Cultural event. This event will be Free to the public and held at a The Alta Historical Society on Sunday, September 20, 2015; we will have dancers/singers from many cultures and a cultural display in the white house of the Alta Historical Society. Additionally, we will have a Wine tasting, Salsa taste competition and raffle items for a donation fee.

As a response to Cultural Awareness, Kiwanis started the Bilingual club. This way we get our Latino residents involve and to serve our community. We have set the following goals:

- ❖ Scholarships: Provide scholarships to Dinuba HS students.
- ❖ Facilitate Higher Education: We have scheduled an Educational Conference for fall of 2016. This conference will be for students and their parents.
- ❖ Latino Residents Engagement: Engage the Latino residents to serve our community. We have volunteered in Pioneer days, APlus Toy Drive and Relay for Life to translate and provide Spanish documentation to those attending events.
- ❖ And many more projects locally, within Tulare-Kings Counties and internationally.

To continue serving our community and the children of the world, we are asking for sponsors for our Multi Cultural Event. The money raised will allow us to continue to provide scholarships to our community students and to continue our community service projects.

While any amount of sponsorship is greatly appreciated, we are suggesting the following levels:

1. White - \$250 – Will Include (1) ticket to our Wine/Salsa tasting and your logo on the program.
2. Yellow - \$500 – will include two (2) tickets to our Wine/Salsa tasting, your logo in the program for the evening and in the slide show, and your sponsor logo in our Facebook Page.
3. Blue - \$1000 – All of the above, plus two additional tickets (Total 4), your logo on our Event Flyer advertisement and your banner displayed on the day of the event.

Thank you for considering sponsoring our event; but in any case, you are cordially invited to attend our Multi Cultural Event. Save the date of September 20, 2015.

In Kiwanis Service:

Gina Ramshaw
Dinuba Kiwanis, President
(559) 260-0358

Ramon Rivera
Dinuba Kiwanis, Immediate Past-President
(559) 260-0358
"Serving The Children of the World"

Non-Profit Federal ID# 94-6131381



Office Use Only **RECEIVED**
Number: _____
Date Received: AUG 05 2015

PUBLIC RIGHT OF WAY TEMPORARY CLOSURE REQUEST

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

Name: Dinuba Kiwanis Today's Date: August 4, 2015

Contact: Jesus Pelayo Phone No: (559) 799-9170

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

Neighborhood Block Party Community Event Business Promotion

Neighborhood Watch Other _____

Area / Street to be closed: 100 & 200 block of South K St. ^{← SECTION A ← B OF TULARE ST.} Date: September 20 2015

Limits of closure, from: Tulare Street to: Ventura Street

Time of closure, from: 1:00 p.m. to: 6:00 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.

Multicultural Event with music, food, and informational booths

List requested City equipment/Special needs: Barricades for street closure and signs from PD for posting of closure

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.

No

Insurance Company Name: Philadelphia Indemnity Insurance Company

Policy No: P HPK1114110 Phone No: (559) 635-3528 Buckman Mitchell

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

100 & 200 Block South K Street

(Print name of street(s))

Name of Organizing Party Kiwanis Club of Dinuba Date: 8/4/2015

Address: P O Box 536 Dinuba CA Phone: 559-260-0358

Citizen(s) circulating petition: Jesus Pelayo

Event Date: 9/20/2015 Event Time: from 1:00 pm to 7:00 pm

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	THE ADJ. INITIAL.
1.	Deborah Newton Johnson	<i>[Signature]</i>	170 E. Tulare St	591-2500	<i>[Initials]</i>
2.	Landy Cochran	<i>[Signature]</i>	Rnd Coch	804-5162	
3.	Evelyn Villaseñor	<i>[Signature]</i>	189 S. K St	318-7460	
4.	KW ANTONY Summer	<i>[Signature]</i>	2225 K St	595-4633	
5.	Benny Johnson	<i>[Signature]</i>	230 So. K. St.	591-3355	
6.	Beth Mc Moss	<i>[Signature]</i>	236. 50. K Street		
7.	Arturo Serrano	<i>[Signature]</i>	258 S. K ST	206-97915673	
8.	Mariana Martinez	<i>[Signature]</i>	288 S. K St.	559-596-8682	
9.	Blanca Andrade	<i>[Signature]</i>	253 S'K St #7	397-4895	
10.	Maria Delgado	<i>[Signature]</i>	253 S K ST #1	559-356-7821	
11.	Niermal Kapur	<i>[Signature]</i>	171 K. ST	559-591-5556	
12.	Silvia Aldazi	<i>[Signature]</i>	165 E Tulare	559-308-2624	
13.	Vanessa Chavez	<i>[Signature]</i>	181 E Tulare	(559) 591-1146	
14.	Juan M Valdez	<i>[Signature]</i>	147 E Tulare St	591-4082	
15.	Victor Fraga	<i>[Signature]</i>	141 E Tulare St	595-1823	
16.	Jose Ruffenill	<i>[Signature]</i>	155 E TULARE ST	555 555 1793	
17.	Virg Miller	<i>[Signature]</i>	150 E. Tulare A.	591 645 6284	
18.	Arturo Serrano	<i>[Signature]</i>	230 E. Tulare St.	559-591-2286	
19.	Arturo Serrano	<i>[Signature]</i>	205 E Tulare St	559-591-0707	
20.	Jorge Torres	<i>[Signature]</i>	120 S. K St.	559-790-8921	

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]
Signature of Organizing Party

Jesus Pelayo / 08-04-15
Print Name / Date

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

100 & 200 Block South K Street

(Print name of street(s))

Name of Organizing Party Kiwanis Club of Dinuba Date: 8/4/2015

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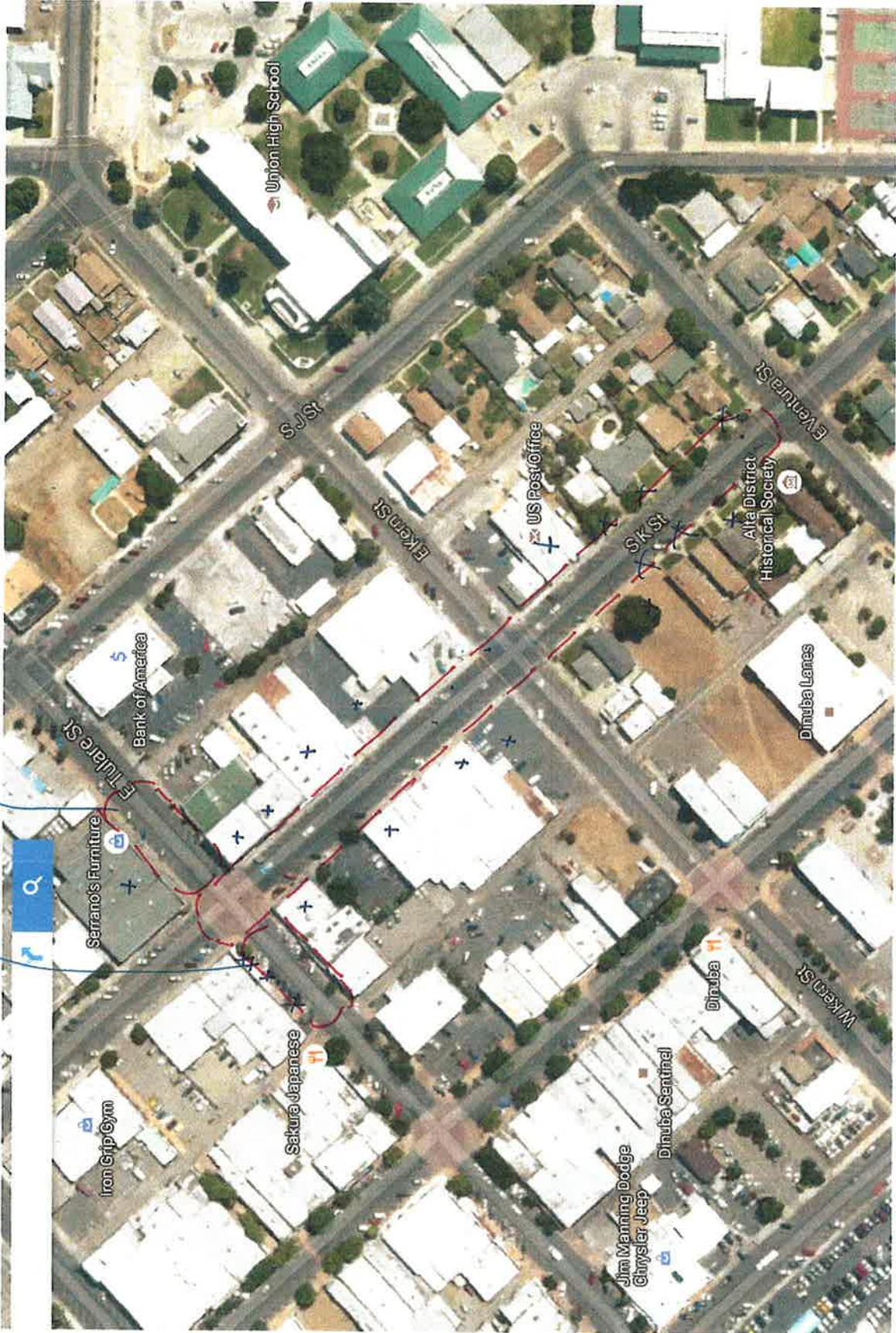
	NAME (Print)	SIGNATURE	ADDRESS	PHONE NO	TIME Adj. INITIAL
1.	Alma Saldivar		150 B Tulare AV	559 595 7925	
2.	Kally Kaur		141 E Tulare ST	559 591 9901	
3.	M ^{rs} Guadalupe Diaz		138 E Tulare st	(559) 356-4026	
4.	Delia Gomez		136 E Tulare st	559-5886	
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19.					
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

Jesus Pelayo 08.04.15
Print Name / Date

SECTION A
SECTION B.



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

Date of Event: 09.20.15 Time of Usage: 1 PM TO 7 PM.

Address of Event: 118 S. "K" STREET.

PROPERTY OWNER

Name: JESUS PELAYO Telephone: 559.799.9170

Address: 778 PERRY AVE., DINUBA CA / PO BOX 201, DINUBA 93616.

EQUIPMENT USER:

Name: DINUBA KWANS Telephone: 559.799.9170

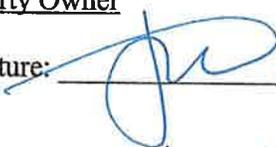
Maximum Sound Producing Power of the Amplifying Equipment:

Wattage: (UNKNOWN) TSP. Volume (in Decibels): 70 Audible Distance: 40'

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."

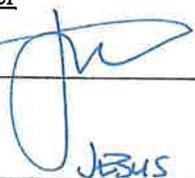
Property Owner

Signature: 

Print Name: JESUS PELAYO

Date: 08.04.15

Equipment User

Signature: 

Print Name: JESUS PELAYO

Date: 08.04.15

DINUBA MUNICIPAL CODE NOISE REGULATIONS**(Attachment A)**For a full description please refer to the Municipal Code online at www.dinuba.org

District	Time	Sound Level Decibels
Residential	10:00 p.m. to 7:00 a.m.	50
Residential	7:00 a.m. to 10:00 p.m.	70
Commercial	10:00 p.m. to 7:00 a.m.	60
Commercial	7:00 a.m. to 10:00 p.m.	70
Industrial	anytime	80
Public parks and	10:00 p.m. to 10:00 a.m.	60
City facilities	10:00 a.m. to 11:00 p.m.	85

9.54.020 Definitions.

B. "Decibel" means a unit of sound level when the base of the logarithm is the tenth root of ten and quantities concerned are proportional to power.

9.54.060 Public address system.

A. Registration Statements - Filing. Every user of sound amplifying equipment shall file a registration statement with the city ten days prior to the date on which the sound amplifying equipment is intended to be used, which statement shall contain the following information:

1. The name, address and telephone number of both the owner and user of the sound amplifying equipment;
2. The maximum sound producing power of the sound amplifying equipment which shall include the wattage to be used, the volume in decibels of sound which will be produced, and the approximate distance for which sound will be audible from the sound amplifying equipment.
3. The dates and times such equipment is intended to be used.

B. Registration Statements - Approval. The city shall return to the applicant within five working days an approval copy of the registration statement or disapproval. In the event the registration statement is disapproved, the city shall endorse upon the statement its reasons for disapproval and return it forthwith to the applicant.

C. Revocation. The city shall revoke any existing or issued permit when it is found that the applicant has not met all the requirements and conditions specified in this chapter or the permit.

D. Appeal. Any person aggrieved by an action of the city regarding a registration statement may appeal such decision to the city council.

E. Regulations. No sound emanating from such sound amplifying equipment shall exceed fifteen decibels above the ambient noise as measured at any property line.

In any event, the volume of sound shall be so controlled that it will not be a public nuisance or unreasonably loud, raucous, jarring, disturbing, or cause annoyance or discomfort to reasonable person of normal sensitivity within the area of audibility. (Ord. 94-14 § 2 (part), 1994)

COUNCIL MEMBERS PRESENT: Reynosa, Morales, Harness, Thusu

COUNCIL MEMBERS ABSENT: Smith

STAFF MEMBERS PRESENT: Anderson, Avila, Barkley, Carrillo, Cook, James, McCloskey, Patlan, Popovich, Thompson, Uota

CALL TO ORDER

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

INVOCATION

The invocation was led by Roy Castillo.

FLAG SALUTE

The flag salute was led by Chief Popovich.

PRESENTATIONS

1.1. Sandy Sills, Dinuba Chamber of Commerce – Major Events Final Reports

Executive Director Sills was present to give final reports on major events co-sponsored by the City throughout the last fiscal year.

- Miss Dinuba Pageant
- Raisin Harvest Festival
- Annual Chamber Banquet
- Chamber Golf Tournament
- Cinco de Mayo Pageant
- LNTC Cinco de Mayo event
- Dinuba Car Show

4.2. Steve Worthley, Chair, Board of Supervisors – Tulare County Updated

Chair Worthley gave an update of the County's recent activity to the City Council. He reported that construction of Avenue 416 in the county will begin May 2016 and completion expected by October 2017.

Worthley explained that the construction of the Porterville jail will begin in 2016 and also the Bob Wiley Facility will soon undergo expansion.

Chair Worthley reported that water shortage is an ongoing problem. It's becoming more and more difficult to locate a supply to fill water tanks for residents who have run out of water. Worthley asked the Council to revisit a request made by the County a few weeks ago to consider providing water to neighboring Sultana. Worthley said water shortage is all over the valley. He said he's been active with the Upper Kings Water Board as has the City, County and cities.

Supervisor Worthley reported that county salaries have been updated.

He reported that Tulare County is still number one in ag production, even surpassing Fresno County production.

Vice Mayor Harness asked how far into the county have the wells dried up. Worthley explained they have dried all over the valley and he said the efforts of the County is to provide water throughout the county for residents whose wells have dried. He explained that the big expense is digging the wells; the water is basically free. The big expense is the pipeline.

Vice Mayor Harness asked if a code exists that says landlords have to provide a well for them.

Worthley responded that technically speaking if there is no water, a house is not habitable. The county has not enforced this because it would only compound the problem. He said if there's no water, water cannot be provided.

Council Member Thusu asked if there are plans for harvesting water in the future.

Worthley said the county has not traditionally been involved in matters of water. He explained that there are some efforts at several levels in regard to water. Water rights are held by the water districts. The county is engaged in a sense by attempting to assist those they can who are most needy. He explained some areas in the county have no governing system.

Mayor Morales asked who at the state level is responsible to provide water. Worthley said the community has put themselves in that position.

Council Member Thusu asked from the County's point of view, what we could do. He told the Council to keep themselves involved serving on the boards to which they are appointed.

PUBLIC COMMENT

5.1. Unscheduled Items

Roy Castillo, Reedley, said he was present at the meeting on behalf of a motorcycle ministry group he thanked the Council for allowing them to minister at the park.

Robert Cervantes asked a question regarding higher property taxes for lighting and maintenance.

CONSENT CALENDAR

- 6.1. City Council Meeting Minutes – July 14, 2015
Staff recommends that the City Council review and adopt meeting minutes as presented.
- 6.2. Acceptance – Other Agency Meeting Minutes
 - Historic Preservation Commission, June 8, 2015
- 6.3. Authorization to Submit a Regional Surface Transportation Program (RSTP) Claim for Fiscal Year 2014-15, Resolution 2015-33
Staff recommends that the City Council adopt Resolution 2015-33 authorizing the Public Works Director to submit a Regional Surface Transportation Program (RSTP) claim for Fiscal Year 2014-15.
- 6.4. October: Manufacturing Awareness and Appreciation Month, Proclamation 2015-11

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

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

WARRANT REGISTER

7.1. Warrant Register – July 17, 24, 2015

Council Member Thusu questioned a purchase on the warrant register and staff responded.

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

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

MAYOR’S MINUTE

8.1. Information Sharing

None

COUNCIL COMMENTS

9.1. Cancellation of August 25, 2015 City Council Meeting

A motion was made by Council Member Thusu, second by Vice Mayor Harness, to cancel the City Council meeting dated August 25, 2015.

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

9.2. Information Sharing

Council Member Thusu thanked the Fire Department staff for their assistance at a recent fire that occurred at his place of business.

He said he attended the Friday Night Lights event.

Council Member Reynosa said she too attended the Friday Night Lights event.

Mayor Morales said he participated in a motorcycle run with his biking friends. He reported that group held the “backpack run” which provides backpacks to the community’s youth.

CITY ATTORNEY

10.1. Closed Session Conference with Legal Counsel: Anticipated Litigation

This matter was not discussed.

10.2. Closed Session Conference with Legal Counsel: City of Dinuba v Thusu

No action was taken on this matter.

10.3. Information Sharing

None

CITY MANAGER

11.1. Information Sharing

City Manager Patlan reported that he attended sunrise rotary meeting this morning. He said he plans to attend the noon Rotary meeting next week. He reported to the Council that he is getting to know the staff and community.

ENGINEERING & PLANNING SERVICES

12.1. Update - El Monte Way Widening Project

Engineer Uota shared information regarding the El Monte Way Widening project with the City Council.

12.2. Information Sharing

None

FINANCE SERVICES

13.1. Information Sharing

None

FIRE SERVICES

14.1. Update - Spanish Language Training for First Responders

Fire Chief Thompson shared an update with the City Council in regard to bilingual training. He said the Firefighters Association agreed with the language program. Thompson reported that staff has been researching online courses and has come across a technological tool that can help with translation of over 180 languages and, is faster than learning a language. The department plans to bring back the information to Council. The department is always looking for ways to enhance the department.

Gilbert Martinez was present to address what he perceives as bilingual needs amongst first responders.

14.2. Information Sharing

None

PARKS AND COMMUNITY SERVICES

15.1. Information Sharing

Director Carrillo reported that we are in the last week of some of the department's summer programs.

POLICE SERVICES

16.1. Information Sharing

Chief Popovich reminded the Council about the National Night Out event at the Entertainment Plaza scheduled for August 4.

PUBLIC WORKS

17.1. Conditional Use Permit, The Island Event Center

Planning Tech Carrillo presented background information in regard to the Island Event Center and Social Hall. Carrillo reported that Sal Medina was granted a Special Use Permit in May 2006. Although the property was located in the County and not within the city limits, it was in the city's sphere of influence. Eventually the SUP was permitted by the County with conditions.

The property was annexed into the city in March 2007 at which time Medina was required to obtain a City Conditional Use Permit. The application was submitted and approved in May 2008 with added conditions: annual reviews of the CUP by city staff and, review / approval of the security firm contracted by The Island by the Dinuba Police Chief.

Medina was informed in August 2008 that certain events that had been conducted at the site were not allowed under the CUP and that several of the original conditions imposed by the County's SUP and City's CUP had not been met. Medina requested a modification in October that same year to his original CUP to allow up to 12 major events per year with occupancy of up to 600 people, including sporting exhibitions, music concerts, and other promotional events as well as changes to the hours of operation. In May 2009 an amended CUP was granted with the stipulation that the conditions of the original County SUP and 2008 City CUP were to be upheld and that sufficient parking be added to support events accommodating 600 people; however, if the applicant did not supplement the parking, occupancy of over 600 people would not be allowed. Other conditions were added as well.

- Events where alcohol is sold and served require review and approval by the Dinuba Police Chief;
- Notification to the Police Chief of events involving alcoholic beverages must occur a minimum 10 days prior to the event;
- Major promotional events require notification to the Police Chief a minimum 30 days prior to the event; and
- Hours of operation limited to:
 - Fundraising/Social Events: Sunday through Thursday 6:00am – 11:00pm, Friday through Saturday 6:00am – 1:00am
 - Promotional Events: Sunday through Thursday 9:00am – 11:00pm, Friday through Saturday 9:00am – 1:00am

The amended CUP was appealed but eventually upheld by the City Council on June 9, 2009.

On May 12, 2015, following a bi-annual administrative review of the CUP five deficiencies were noted:

1. The original County SUP requirement for posting the address of the property had not been met (this was promptly corrected);

2. The original County SUP requirement to have an AED (defibrillator) and first aid kit on the property, as well as CPR/first aid certified staff or security forces had not been met;
3. The City CUP requirement to get the Police Chief's approval 10 days prior to an event serving alcohol had not been met;
4. The City CUP requirement to notify the Police Chief of the occurrence of a promotional event a minimum of 30 days prior to the event had not been met; and
5. The City CUP requirement to operate within the specified hours for social/fundraising events had not been met.

Carrillo reported that Medina had met with city staff and protested items 2 and 5. Medina requested relief from compliance with those two items because the conditions are not being required of other facilities similar to The Island. Carrillo explained the differences between The Island and the other event facilities.

Council Member Thusu asked how many properties we have that are combined county and city conditions.

Carrillo said its very rare and unique.

Thusu asked if the county conditions go away when the city's conditions are applied.

Planning Tech Carrillo said yes but at the time of issuance the thought was it was necessary to keep both. Discussion followed.

Carrillo stated that staff is looking to the Council for recommendations as to how to address the applicant.

Discussion followed in regard to the conditions.

Council Member Reynosa said her concern is there are certain requirements that were placed on The Island like ten day notice if they are going to serve alcohol that are not required of others.

Carrillo said yes, they are required but other facilities are not required especially holding the same type of events. Carrillo said because the island can potentially have a larger amount of people at their events than others.

Council Member Thusu asked for clarification as to what is being asked of the Council.

Attorney McCloskey the Planning Commission is the body who would have to review the CUP.

City Manager Patlan said what he would like to do is meet with the Medinas and go over the conditions. He said it may not be necessary to amend the CUP. If that doesn't work or they can't come to an agreement then it would be a good idea to take it back to the Planning Commission to consider and amend the CUP.

Sandy Sills was present representing The Island. Sills said staff changes and things change. She said when the Medinas get cited they are marks for doing something bad. She said she feels that the CUP was started because they didn't know this business. She explained that the city didn't keep their side of the agreement. She referred to the Island's track record.

Robert Cervantes made comments in regard to the item.

Vice Mayor Harness shared that the process has been used for many downtown businesses. He said Sills has advocated for several businesses but has not for others. He said he believes that there are added restrictions to the business but they were previously agreed to in the process.

The item was tabled until the next Council meeting.

Council Member Thusu said he wants to know the logic behind ten days and 30 days notice.

Council Member Reynosa shared there are 3 facilities in town that primarily do the same thing but conditions should be the same across the board.

City Manager Patlan clarified that there will not be any action at this time it would only be informational. He stated staff cannot arbitrarily amend the CUP.

Vice Mayor Harness asked Medina if the police department is still requiring police officers at The Island events.

Medina replied, "sometimes." He said they are required to have paid security while others do not.

17.2. Information Sharing

None

BREAK

Mayor Morales excused staff and the audience at 8:17 pm and the Council went into Closed Session.

CLOSED SESSION

18.1. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION

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

Number of Cases: (ONE (1) CASE)

18.2. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Number of Cases: (ONE (1) CASE)

Name of Case: City of Dinuba v. Thusu

ADJOURNMENT

The meeting adjourned at 8:35 pm.

Emilio Morales, Mayor

ATTEST:

Linda Barkley, Deputy City Clerk

Community Services & Dinuba Pro-Youth Commission Minutes

Tuesday, May 19, 2015

6:00 p.m.

Dinuba Community Services Department

COMMISSIONERS PRESENT: Linda Launer, Valyn Kandarian, Kathy Lamb and Mark Carrion

COMMISSIONER ABSENT: Commissioner Danny Delgado

OTHERS PRESENT: John Carrillo, Community Services Director, Danelle Contreras, Sports Coordinator, Stephanie Hurtado, Events Coordinator, Cynthia Cisneros, Accounting Technician I

1. CALL TO ORDER

The meeting was called to order at 6:05 p.m.

2. OPENING CEREMONIES

Commissioner Carrion led the flag salute.

3. PUBLIC COMMENTS

None

4. PRESENTATIONS

Commissioner Launer addressed the public regarding the presentations of 2015 Youth Basketball Division Champions. There was a correction made regarding the team names for the 5th & 6th Grade Division-Todd Family Warriors (not Celtics) and the 7th & 8th Grade Division-Dinuba Youth Sports-Spurs which was stated correctly on the Agenda. Danelle Contreras, Sports Coordinator, gave the introduction and informed the parents and public the statistics for each team. Freddy Solis, coach for team Warriors and, Joshua Huerta, coach for team Spurs, individually introduced their players. Commissioners, Launer and Carrion, assisted in passing out the medals and free passes to the Sportsplex, to each of the championship players. John Carrillo, Community Services Director, commented to the Commission that there were 49 teams for basketball. Having the Sportsplex really helped with the necessary space needed for all the teams. The draft process has been utilized for the competitive sports; it has worked out and balances out the teams. Commissioners gave great comments and encouragement to the players, coaches and staff.

5. APPROVAL OF MINUTES

Motion was made by Commissioner Kandarian, 2nd by Commissioner Lamb, to approve the Commission minutes from the March 17, 2015 Community Services & Dinuba Pro-Youth Commission. The motion was unanimously approved.

6. REQUEST FOR EXCUSED ABSENCE-COMMISSIONER CARRION

Motion was made by Commissioner Kandarian, 2nd by Commissioner Lamb, to excuse the absence from Commissioner Carrion from the March 17, 2015 Community Services & Dinuba Pro-Youth Commission. The motion was unanimously approved.

7. FINANCES UPDATE:

The balance in the Pro-Youth account is \$26,539.76. John Carrillo, Community Services Director, informed the Commission the only difference from the current check register to the last check register, is \$500. This check was payable to the City of Dinuba for a donation for the Fall Harvest and Spring Fling events. Commissioner Launer commented on how much money would be left to give out. John Carrillo, Community Services Director, informed her that in the next Commission meeting, we could provide an accurate amount of money remaining for grants. This year, there were two donations given out, First Tee Program and Fall Harvest and Spring Fling. Motion was made by Commissioner Kandarian, 2nd by Commissioner Carrion, to approve the Financial Update for the May 19, 2015 Community Services and Dinuba Pro-Youth Commission. The motion was unanimously approved.

8. NEW BUSINESS:

John Carrillo, Community Services Director, informed Commission regarding the Cinco de Mayo festival. This took place from April 30th –May 3rd at Rose Ann Vuich Park. The Leadership Group of Northern Tulare County reported on their ticket sales (sold for 4 days), the total sales were \$47,280 in advanced tickets sales. The advance tickets dates took place at the Chamber of Commerce premises. The onsite sales were \$78,376. The Leadership Group of Northern California took a check home of \$49,058.80; they did very well. The big day of onsite sales was on Sunday, May the 3rd. The total was \$32,457. The Chamber of Commerce does benefit a certain percentage from the sales. There was an incident the last day of the carnival involving a small child; this was an operator error. The insurance from the carnival is covering it.

9. OLD BUSINESS:

John Carrillo, Community Services Director, opened the conversation topic of updates on previous grantees. Stephanie Hurtado, Events Coordinator, informed them about David Fuentes, previous grantee; to assist with fundraisers at Valley Children's Hospital. Stephanie provided the Commission with pictures of the arts & crafts project the kids at Valley Children's made. There were two different fundraisers that took place. There was an Italian meal and Mexican meal and movie night. Movies were purchased & left there for the families to watch. About forty families participated. There was lots of fellowship and sharing that took place. The funding David Fuentes received, was given to him as a donation not a grant.

Danelle Contreras, Sports Coordinator, spoke on behalf of the Tribes, and how their grant benefited them. There are a five travel teams for the tribes. The grant previously received, was utilized to provide uniforms and equipment for them. The Tribes have been playing for 10 years. Danelle Contreras is currently the President of the Tribes. She thanked the Commission for the grant, as it was a great contribution to them. The Tribes are utilizing Delgado Park for their practices.

John Carrillo, Community Services Director, informed Commission regarding the Grant for Gregory Park, the old Courthouse and Roosevelt Park. We received a deadline of completion date for all three grants will be March of 2016. We have a little less than a year. Playground

equipment has been ordered for Gregory Park, Musco Lighting Company will be here tomorrow to look over the lighting at Roosevelt Park. Also, the renovations of the restrooms will take place to make them ADA compliant. The demolition will take the longest; there will also be a bid process. With the new developments in town, John Carrillo, Community Services Director, anticipates more players in the minor league divisions. We are working on these three projects and the drought situation. We are hoping to save our Parks. KC, Rose Ann Vuich and Delgado Park are watered with well water that is high in nitrate. College Street which is located close to Gregory Park will not be closed after all.

10. PARK, PROJECT AND PROGRAM UPDATES:

Danelle Contreras, Sports Coordinator, informed Commission about the baseball season. Opening ceremonies was re-scheduled due to the weather. Some of the teams are barely getting their season going. We ended up with forty-four teams and over five hundred kids. It is great to see the kids out there. Soccer and Aquatics registrations began on May 4th. This also includes Open and Lap Swim. We are looking for lifeguards. There is a golf training day coming up at the Sportsplex, this Saturday, May 23rd. The First Tee Program will be utilizing the training. At the end of the free session, there will be a raffle of golf clubs. The Sportsplex will be having a 3 on 3 Summer Slam Basketball Tournament on June 27th @ 10 am.

Stephanie Hurtado, Events Coordinator, informed Commission that the school year is wrapping up and the After School Program for this year is coming to an end. There will be a field trip to the Sportsplex taking place to conclude the Game Day Program. The end of the year party for After School will be held at the Rec Center, all school sites will be combined together. The registrations for the Summer Fun Programs have already begun. There will be three sites, Roosevelt, Rose Ann Vuich and Delgado Park. The program will begin on June 8th through July 31st with the same hours and fees. Breakfast and lunch will be provided. Stephanie also informed Commission that she is currently working on the Summer Night Lights/Farmer's Market. This year it will start a little bit later. Farmer's Market from 6-9:00 pm and from 7-9:30 pm the entertainment band will be playing. This year there will be a theme for every Friday night. Stephanie will be going to council next week to request for another Color Fun Run; this year we are planning it for August 1st. There is a fireworks meeting tomorrow night, to prepare for this year's fireworks booth, Stephanie will be attending. The booth will be split with Dinuba Police Officer's Association. It is a two year contract with who we partner up with.

John Carrillo, Community Services Director, informed the Commission regarding the Car Show. This year's Car Show will take place on Saturday, June 6th at Rose Ann Vuich Park, the entertainment will be the Dazz Band featuring lead singer JoJo from the Mary Jane Girls. Cruise Night will take place on Friday, June 5th at the Entertainment Plaza. This will be a very busy night.

11. COMMISSIONER COMMENTS

Commissioner Kandarian said it was nice to see all the kids here from the basketball championship divisions.

Commissioner Carrion commented about the upkeep at Alice Park

Commissioner Lamb made a comment about the running water along the old Courthouse

Commissioner Launer said thank you very much for all your work

12. ADJOURNMENT

The meeting adjourned at 7:02 p.m.



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
July 7, 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, who arrived at 6:33 pm, Munoz, Smither, and Wong.

MEMBERS ABSENT:

Olesky

STAFF PRESENT:

Blanca Beltran, Public Works Director, Dean K. Uota, P.E., City Engineer, Rick Hartley, Building Official, Cristobal Carrillo, Planner I, and Crystal Flores, Accounting Technician I and Recording Secretary.

PUBLIC COMMENTS:

None

APPROVAL OF MINUTES:

A motion was made by Commissioner Munoz to approve the minutes of June 2, 2015. The motion was seconded by Commissioner Wong and unanimously approved.

COMMISSIONER'S COMMENTS:

7.1 Excused Absence Request: Rick Olesky – July 7, 2015

A motion was made by Commissioner Smither to excuse the absence of Commissioner Olesky at the July 7, 2015 Planning Commission meeting. The motion was seconded by Commissioner Wong and unanimously approved.

7.2 INFORMATION SHARING

Munoz stated that he had received many complaints regarding the Avenue 416 Widening Project; however, since visible progress had been made, those complaints have reduced significantly.

Conklin shared his concern about the City's impact fees. He said the fees are very high and asked Carrillo if they have been considered; Carrillo stated that the fees have been discussed in the Housing Element that was submitted to the State and that he would be meeting with Ginger White, Consultant, to discuss the State's comments and options.

Beltran added that the impact fees have been approved by the City Council and take effect on August 9th, 2015. One fee that may go before the City Council again is the storm drain fee; however, Council consideration will happen once the Storm Drain Master Plan Update is complete.

Conklin asked how often the fees are reviewed; Beltran said the last fee study was conducted approximately ten years ago.

Conklin asked if the fees can be changed sooner; Beltran said the fees can be changed if and when there is another study done.

Conklin asked for an update on American Tire Depot; Carrillo said he has attempted to contact the project architect, but had received no response. He also stated that plans have not been submitted.

PUBLIC HEARING:

8.1 Application No. 2015-05, Conditional Use Permit, Northeast quadrant of El Monte Way and Englehart Avenue, a request to allow the sale and serving of alcoholic beverages at a new restaurant.

Carrillo presented the staff report.

Public hearing opened

Smither opened up the hearing for public comment

Les Felland, Contractor, 610 Newton Drive Dinuba, CA 93618 spoke in favor of the request and said Mr. Fan has a restaurant in Kingsburg that is very clean. Felland also said that the new restaurant would be a family establishment and feels it would be good for the community.

Conklin asked if the restaurant would be adjacent to the ponding basin; Carrillo said no, the proposed property is located directly in front of Xcelerate Fitness.

Public hearing closed

Seeing no one else in the audience wishing to comment, Smither closed the public hearing.

A motion was made by Commissioner Conklin to approve Application No. 2015-05. The motion was seconded by Commissioner Munoz and unanimously approved.

8.3 Application No. 2015-06, Variance, 452 E. Fresno Street, a request to allow a six foot tall fence within the front yard setback of a future home care/assisted living facility.

Carrillo presented the staff report

Public hearing opened

Smither opened the hearing for public comment.

Mario Valmonte, 4021 N. Fresno Street, Fresno, CA 93726 stated that the fence is required to keep the residents safely on site and will make the property look nicer.

Public hearing closed

Seeing no one else in the audience wishing to comment, Smither closed the public hearing.

Conklin asked if the fence is going to be moved; Hartley said part of it at the corner will be cut diagonally so that the line of sight for crossing traffic is clear.

Smither asked if the entire fence would be wrought iron; Hartley said yes.

A motion was made by Commissioner Wong to approve Application No. 2015-06. The motion was seconded by Commissioner Munoz and unanimously approved.

PUBLIC WORKS SERVICES:

9.1 INFORMATION SHARING

Beltran stated she had no information to share.

CITY ENGINEER:

10.1 El Monte Way/ Avenue 416 Widening Project Update

Uota reviewed the update sheet that was handed out to the Commissioners.

Conklin asked how long before construction began on the section of road between Euclid Avenue and Alta Avenue; Uota said he could not say due to the fact that there is some underground work that needs to be completed at the location.

Uota shared that the Contractor on the Project has submitted their revised construction schedules from August – September 2014. Uota also stated that the City is trying to set up a meeting with the Contractor's scheduler and the Construction Management company overseeing the Project.

ADJOURNMENT:

There being no further business, it was moved by Commissioner Wong, and seconded by Commissioner Munoz, to adjourn the meeting. The motion carried and the meeting was adjourned by Smither at 7:15 pm.


Crystal Flores, Recording Secretary



City Council Report

City Council Meeting: August 11, 2015
Department: Engineering & Planning Services

To: Dinuba City Council

From: Dean K. Uota, P.E., City Engineer
Report by: Cristobal Carrillo, Planner I
Ph: 559.591.5924, ext. 104
Email: ccarrillo@dinuba.ca.gov

Subject: Parkside Village, Unit No. 3 – Final Subdivision Map and Subdivision Agreement
APN: 018-130-044

RECOMMENDED ACTION

That the City Council adopt Resolution No. 2015-34 approving the Final Subdivision Map, Parkside Village, Unit No. 3, fifty-two (52) residential lots and one (1) commercial lot on one existing parcel totaling 13.07 acres, accepting all dedications shown on the Final Map, authorizing the City Manager to sign the Subdivision Agreement, and authorizing the recording of the Map and Agreement.

BACKGROUND

The applicant for the Tentative Subdivision Map is K. PROP, LLC. The subject property is located on the northwest corner of Crawford Avenue and Kamm Avenue, consisting of 52 residential lots and one commercial lot as reflected in the Project Map enclosed herein as Attachment 'A'.

The original proposal approved by the Dinuba Planning Commission on August 10, 2004 was for a Tentative Subdivision Map to subdivide an existing parcel totaling 60.7 acres into 258 total lots, consisting of 228 single family, 29 multi-family, and 1 commercial (Attachment 'C')

The original proposal was additionally phased with the approval of Parkside Village Unit No. 2 on February 11, 2014, for 70 lots on approximately 15.87 acres.

The proposal before the City Council today would complete development of the Parkside Village subdivision.

DISCUSSION

The subdivision map and improvement drawings have been reviewed by the City Engineer and are consistent with City and State Standards. Parkside Village Unit No. 3 will be completed as the third and final residential phase of the original approved Tentative Map. Parkside Village Unit No. 3 will conform to the approved improvement plans of the entire project.

A Lighting and Landscape District will be formed shortly for Parkside Village Units No. 2 and No. 3. All fees associated with this project are based on the City of Dinuba Fee schedule (subject to Engineering News Record (ENR) Construction Cost Indexing) effective during FY 2004/2005 when the Vesting Tentative Map was approved and filed.

The developer has entered into a Subdivision Agreement with the City. Following recordation of the Final Map, the City will issue building permits with no occupancy for any residence of the subdivision until all public improvements have been completed by the developer and accepted by the City.

The purpose of this item is for the City Council to accept the Final Subdivision Map as well as the rights-of-way dedications as shown on the attached map. Following adoption of Resolution No. 2015-34 (Attachment 'B'), the subject Final Subdivision Map and Subdivision Agreement will be recorded with the Tulare County Recorder's Office.

FINANCIAL IMPACT

The City will be receiving the normal fees associated with a subdivision including building permits, System Development Charges, Drainage, Park, and Fire Impact Fees at the FY 2004/2005 levels, with ENR Indexing to date.

Attachments

- A. Project Map
- B. Resolution w/Exhibit 'A' – Subdivision Agreement
- C. Planning Commission Staff Report – August 10, 2004

ATTACHMENT 'B'

**DINUBA CITY COUNCIL
RESOLUTION NO. 2015-34
ADOPTING PLANNING APPLICATION NO. 2004-19,
PARKSIDE VILLAGE UNIT NO. 3, FINAL SUBDIVISION MAP**

WHEREAS, at a meeting held August 11, 2015, the Dinuba City Council considered Application No. 2004-19. The Application submitted by K PROP, LLC seeks approval of a Final Subdivision Map, Parkside Village Unit No. 3, to subdivide an existing parcel totaling 13.07 acres into fifty-two (52) single-family residential lots and one (1) commercial lot and the dedication of public rights-of-way; and

WHEREAS, the Planning Commission adopted Resolution No. 795 on August 3, 2004 approving the Tentative Subdivision Map proposal to subdivide an existing parcel totaling 60.7 acres into 258 total lots (228 single-family residential lots, 29 multi-family lots, and one neighborhood commercial lot); and

WHEREAS, City Council having considered the environmental documentation presented in this matter, determined that any potential adverse effects on the environment by this Project have been adequately addressed in the 1997 Dinuba General Plan Update Environmental Impact Report and updated 2007 Dinuba General Plan Update Environmental Impact Report. Therefore, pursuant to CEQA Guidelines 15162, no further environmental documentation is required; and; and

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

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

WHEREAS, City Council considered the staff report and all public testimony presented for the Project and was of the opinion that Application No. 2004-19 should be approved as submitted; and

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

1. Adopt Resolution No. 2015-34 approving the Final Subdivision Map for Parkside Village Unit No. 3.

2. Authorize the City Manager to execute the Subdivision Agreement with the Developer concerning this subdivision and authorize recordation of the Agreement with the Tulare County Recorder's Office (Exhibit 'A').
3. Accept all dedications and authorize the recordation of the Final Map with the Tulare County Recorder's Office.

The foregoing was duly passed and adopted by the Dinuba City Council at their meeting held on August 11, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Emilio Morales
Mayor of the City of Dinuba

ATTEST:

LINDA BARKLEY
Deputy City Clerk

EXHBIT 'A'

PUBLIC WORKS DEPARTMENT

**SUBDIVISION AGREEMENT
PARKSIDE VILLAGE UNIT No. 3**

This Agreement is made and entered into this ____ day of August, 2015 by and between the City of Dinuba, a Municipal Corporation of the State of California, hereinafter referred to as "**City**", and K Prop LLC, herein referred to as "**Subdivider**".

WITNESS TO

The **Subdivider** has presented to the **City** a Final Map for the proposed subdivision of land located within the City of Dinuba and described as Parkside Village, Unit No. 3(Subdivision), a copy of said Map is attached.

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

The **City** requires, as a condition precedent to the acceptance and approval of said Map: (a) the irrevocable dedication to the City of Dinuba, of the land wherein the streets are delineated as shown on said Map, which the **City** deems necessary for public use; and (b) that any and all streets delineated and shown on said Map be improved by the construction and installation of improvements hereinafter specified.

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

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

1. SCHEDULE OF PERFORMANCE BY SUBDIVIDER

- A. The work schedule hereinafter set forth contains the dates when the work required to be performed by the **Subdivider** shall be completed. Such work shall be installed and completed to the satisfaction of the City Engineer. Extension to the work schedule for required improvements shall be requested by the **Subdivider** in writing. The City Engineer may consider this schedule of performance in determining whether or not to grant any such extension. The City Engineer's determination shall be final and conclusive. Failure of the **Subdivider** to perform in accordance with the schedule shall constitute prima facie evidence of failure to diligently prosecute the

work required hereunder. **No building permits shall be issued until the water system improvements have been completed with operational fire hydrants and the construction of weather-proof streets approved by the Dinuba Fire Chief. No Certificate of Occupancy shall be issued for any residence in Unit No. 3 of the subdivision until all public improvements needed to serve the residences have been completed by the Subdivider and accepted by the City Engineer.** The work schedule is as follows:

WORK SCHEDULE DATE OF COMPLETION

Complete rough grading	08/15/15
Complete construction of storm drain system	09/05/15
Complete construction of sanitary sewer system	10/05/15
Complete construction of domestic water system	11/05/15
Complete construction of all private utilities	12/22/15
Complete construction of sidewalks, curbs and gutters	02/05/16
Complete construction of streets, including striping, markings and signs	03/05/16
Complete construction of irrigation system	03/05/16
Complete installation of landscaping	04/05/16
Complete all appurtenant work	05/05/16

- B. **NOT WITHSTANDING THE ABOVE**, all street work and public improvements required to be installed by the **Subdivider** shall be fully completed and suitable for acceptance by the **City** not later than June 15, 2016.

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

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

2. ROAD IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

- A. The **Subdivider** shall retain a Geotechnical firm and pay for any materials testing required by the City. The sampling and testing shall be done by a registered and licensed Geotechnical materials testing firm.
- B. The **Subdivider** shall construct all required improvements in accordance with this Agreement, the approved improvement plans (dated 9-23-13), the 2002 Edition of the City's Public Improvements Standards (effective at the time the Vesting Tentative Map application was accepted as complete) and the conditions of approval of the Tentative Map.

3. SEWER AND WATER IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

- A. The **Subdivider** shall construct the sanitary sewer system and appurtenances in accordance with this Agreement, the improvement plans, the 2002 Edition of the City's Public Improvements Standards (effective at the time the Vesting Tentative Map application was accepted as complete) and the conditions of approval of the Tentative Map.
- B. The **Subdivider** shall construct a domestic water system and appurtenances in accordance with this Agreement, the approved improvement plans (dated 9-23-13), the 2002 Edition of the City's Public Improvements Standards, (effective at the time the Vesting Tentative Map application was accepted as complete) and the conditions of the Tentative Map.

4. GAS AND ELECTRICAL LINES TO BE COMPLETED BY SUBDIVIDER

- A. The **Subdivider** shall place underground all gas mains, services and all existing (including the existing overhead telephone facilities along the north side of Kamm Avenue from the San Joaquin Valley Railroad rights-of-way to the approximate east limits of Parkside Village Unit No. 2) and new telephone and electrical lines, including cable television. This includes placing underground all existing facilities within the limits of this subdivision and service lines thereto. The **Subdivider** shall make arrangements with Pacific Gas and Electric, Southern California Gas Company, AT&T, and Comcast to guarantee the installation of these facilities, including bonding for same.

5. STORM DRAINAGE IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

- A. The **Subdivider** shall construct the storm drainage system and appurtenances within this subdivision in accordance with this Agreement, the approved improvement plans (dated 10-23-14), the City's 2002 Public Improvement Standards and Specifications (effective at the time the Vesting Tentative Map application was accepted as complete), and the conditions of approval of the Tentative Map.

6. ADDITIONAL IMPROVEMENTS REQUIREMENTS

- A. The **Subdivider** is responsible for all work and maintenance within the City's rights-of-way. Any damaged caused by the Subdivider and/or their subcontractors shall be repaired at no expense to the City of Dinuba.
- B. Prior to commencement of any work within the rights-of-way not included in the approved improvement plans (dated 9-2-13), or any work performed within an existing City maintained street, an encroachment permit shall be obtained from the Public Works Services Department.
- C. The **Subdivider** shall cause to be placed by a licensed Civil Engineer or Land Surveyor all survey monuments and lot corners as shown on the Final Map. Pursuant to Section 66497 of the State Subdivision Map Act, prior to the City's final acceptance of the subdivision and release of the securities, the **Subdivider** shall submit written certification to the City Engineer that all monuments required in the subdivision have been set.
- D. The **Subdivider** shall furnish to the City Engineer a set of "Record Drawings" plans, prepared by a registered civil engineer, for all work performed in all rights-of-way prior to a Notice of Completion. These plans shall include the location of all underground City and available utility companies' utilities.
- E. In the event an extension is granted by the City Engineer to complete any of the required public and private improvements in this subdivision, the **Subdivider** shall comply with all applicable City Improvement Standards.
- F. All conditions of approval of the Tentative Map, plan of services, the improvement plans and the City Public Improvement Standards apply to and are included by reference in this Agreement.
- G. Grading of the lots shall conform to the grades shown on the approved grading plan and the improvement plans. Prior to acceptance of the work by the **City** and release of the subdivision security, the **Subdivider** shall provide the **City** with a statement from a registered civil engineer that, based on information provided by the Contractor, work performed within this tract conforms with the approved improvement plans (dated 10-23-14), the recommendations contained in the soils report and the City Public Improvement Standards.
- H. Required entrance treatments from Laredo St. onto adjacent arterial streets shall meet or exceed the quality of the entrance provided at San Antonio Ave. and Crawford Ave.
- I. The required decorative block wall shall consist of split-faced concrete block and shall have a brick or tile cap placed along the top of the wall, said wall shall meet or

exceed the quality of the wall constructed along Crawford Ave. and shall be painted with graffiti-resistant paint.

- J. Entrance treatments, decorative walls, “circles” and other design details shall be constructed with a common design theme.

6. SECURITIES

- A. Prior to approval of the Final Map of Parkside Village, Unit No. 3 by the City Council, the **Subdivider** shall submit to the **City** an Irrevocable Instrument of Credit (or Performance Bond) in a form acceptable to the **City** in an amount equal to one hundred percent (100%) of the estimated cost of the required public improvements and private utility improvements in the amount of **\$1,539,600** to guarantee the proper installation of the improvements required in this Agreement, the City’s Public Improvement Standards, and the conditions of the Tentative Map.
- B. Prior to approval of the Final Map by the **City**, the **Subdivider** shall submit to the **City** an Irrevocable Instrument of Credit (or Materials and Labor Bond) in a form acceptable to the **City** in an amount equal to fifty percent (50%) of the estimated cost of the required public improvements and private utilities improvements, in the amount of **\$769,800** to secure payment of all contractors and subcontractors performing the work on said improvements and all persons furnishing labor, materials and equipment used for installation of said improvements.
- C. Prior to issuance of Notice of Completion of Parkside Village, Unit No. 3 by the **City**, the **Subdivider** shall submit to the **City** an Irrevocable Instrument of Credit in a form acceptable to the **City** to guarantee and warranty maintenance of all required public improvements herein, for a period of one (1) year following acceptance, in an amount equal to ten percent (10%) of the estimated cost of the improvements, for Parkside Village, Unit No. 3, in the amount of **\$153,960**. Said Irrevocable Instrument of Credit shall be released to the **Subdivider**, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the subdivision improvements by the **City**.
- D. The Irrevocable Instrument of Credit (or Bonds) for performance and for labor and materials, but not including the warranty security, will remain in effect until such time as all required improvements in Parkside Village, Unit No. 3 are satisfactorily completed and the subdivision has been formally accepted by the **City**. Such securities may be released only upon written authority of the City Engineer.
- E. The Improvement Securities required under this paragraph shall be payable to the **City**. The security under subparagraph A may be drawn down (if an Irrevocable Instrument of Credit) by the **Subdivider** after the required improvements are installed and accepted by the City, with submittal of irrevocable lien releases from

subcontractors and suppliers. Security bonds shall remain in force until recordation of the Notice of Completion.

- F. Upon failure of the **Subdivider** to properly complete the required improvements in a form acceptable to the City Engineer by June 15, 2016, the **City** shall be entitled to immediately draw upon the subdivision Improvement Securities (Performance and Payment Bonds) and cause the required improvements to be installed and/or repaired without further notice to the **Subdivider**.

8. INDEMNITY AND INSURANCE

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

B. Insurance Requirements for Subdivider:

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

1. Minimum scope of insurance – coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
 - b. Insurance Service Office form number CA 0001 covering automobile liability, Code 1 (any auto).
 - c. Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance.

- C. Minimum limits of insurance – **Subdivider** shall maintain limits no less than:
1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 3. Employee liability: \$1,000,000 per accident for bodily injury and property.
 4. Course of construction: complete value of the project.
- D. Deductibles and self-insured retention – any deductibles or self-insured retention must be declared to and approved by the Entity. At the option of the Entity, either the insurer shall reduce or eliminate such deductibles or self-insured retention as requested by the Entity, its officers, officials, employees and volunteers, or the **Subdivider** shall procure a bond guaranteeing payment of losses and related investigations claim administration and defense expenses.
- E. Other insurance provisions – the general liability and automobile liability policies shall contain, or endorse to contain, the following provisions:
1. The Entity, its officers, agents and volunteers are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of the **Subdivider**, products and completed operations of the **Subdivider**, premises owned, occupied, or used by the **Subdivider**, or automobiles, owned, leased, hired or borrowed by the **Subdivider**. The coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officers, officials, employees, agents or volunteers.
 2. For any claims related to this project, the **Subdivider's** insurance coverage shall be primary insurance as respects to the Entity, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be in excess of the **Subdivider's** insurance and shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided by the Entity, its officers, officials, employees, agents or volunteers.
 4. The **Subdivider's** insurance shall apply separately to each insured against which suit is brought except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced on coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the Entity.
- F. Course of Construction policies shall contain the following provisions.
1. Entity shall be named as loss payee.
 2. The insurer shall waive all rights of subordination on against Entity.
- G. Acceptability of insurers – insurance is to be placed with a current A.M. Best's rating of no less than A: VII.
- H. Verification of coverage – **Subdivider** shall furnish the Entity with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity. All endorsements are to be received and approved by the Entity before work commences. As an alternative to the Entity forms, the **Subdivider's** insurer may provide complete, certified, copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- I. Subcontractors – **Subdivider** shall include all subcontractors as insured under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9. MISCELLANEOUS PROVISIONS

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

- B. The **Subdivider** and his subcontractors shall pay for any materials, provisions and other supplies used in, upon, form or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the **City** pursuant to Section 38000 of the Labor Code, a certificate of Worker's Compensation for the duration of the period of construction.
- C. The **Subdivider** shall comply with all State of California, Title 24, Building, Mechanical, Plumbing, Electrical, and Zoning Codes and any other codes of the **City** and the City of Dinuba and State of California.
- D. It shall be the responsibility of the **Subdivider** to coordinate all the work done by his contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the **City** be placed in the position of making decisions that are the responsibility of the **Subdivider** to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the **Subdivider** to notify the City Engineer may cause delays for which the **Subdivider** shall be solely responsible.
- E. Whenever the **Subdivider** varies the period during which work is carried on each day, he shall give due notice to the City Engineer so that proper inspection may be provided. If the **Subdivider** fails to duly notify the **City** as herein required, any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve the **Subdivider** of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good, and suitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials were not previously identified by the City Engineer or Inspector and accepted.
- F. Any damage to the underground utilities, concrete work or street paving that occurs after construction shall be made good to the satisfaction of the City Engineer by the **Subdivider** before release of securities, or final acceptance of the complete work. When the pavement on any existing street is disturbed or removed, such pavement shall be replaced immediately with temporary or other approved temporary pavement/surfacing methods until the permanent pavement is placed. The temporary pavement shall be maintained in a safe and passable condition at all times between the commencement and final completion of all construction.
- G. Time is of the essence of this Agreement and same shall bind and insure to the benefit of the parties hereto, their successors and assigns.

- H. No assignment of the Agreement or of any duty of obligation of performance hereunder shall be made in whole or in part by the **Subdivider** without prior written consent of the **City**.
- I. The **Subdivider** shall pay the "Land" component of the System Development Charges (transportation, water, and sewer) and storm drainage fees with the filing of the Final Map and Development Agreement. The following are the total fees (based on the 2004/2005 fee schedule, plus an annual adjustment commensurate with the ENR Construction Cost Index):

Transportation	\$129,162
Water	\$171,620
Sewer	\$268,156
Storm Drainage	\$103,292
Fire Protection Facilities Impact Fee	\$0
TOTAL	\$672,230

From this amount, **Subdivider** will receive fee credits as identified below. Any remaining fees due shall be payable prior to the construction of any residential units. Upon completion of the required Public Improvements, **Subdivider** shall submit evidence of actual construction costs and reconciliation will be performed. If the fee credits identified below were overestimated, **Subdivider** will immediately issue payment of the difference to the **City**. If the fee credits due under this section are insufficient, the **City** will provide fee credits to the **Subdivider** from those due on residential units.

- J. The **Subdivider** shall pay the "Building" component of the System Development Charges (transportation, water, and sewer, meter set and hook-up fees, and building permit and related fees) upon issuance of the building permit. Said fees shall be at the 2004/2005 Fee Schedule plus an annual adjustment commensurate with the ENR Construction Cost Index.
- K. The **Subdivider** shall, prior to recordation of the Final Map, pay the following fees:

Landscaping and Lighting District Formation	\$ 1,515
Parks Master Plan	\$ 725
Parks in-Lieu Fee	\$67,045
Landscape Plan Check Fee	\$ 452
Landscape Inspection Fee	\$ 297
Public Improvements Plan Check Fee	\$ 7,698
Public Improvements Inspection Fee	\$61,584
Final Map Fee	\$ 2,191
TOTAL	\$139,992

- L. All lot areas used to determine the land development fees shown above are shown on the Parkside Village Unit No. 3 Final Map with the expectation of the following:

Number of Lots: 53

Square Footage: 446,926 sf

- M. A public improvements inspection fee (4% of the value of the public improvements) and public improvements plan check fee (3% of the value of the public improvements) shall be paid to the **City** before the beginning of any construction. Said fees are estimates and may be increased by the **City**, if necessary.
- N. The provisions of this Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.
- O. The **Subdivider** shall be responsible for obtaining any and all permits as required by the State, County, and other agencies prior to start of construction (NPDES Storm water permit, etc.).

10. LIGHTING AND LANDSCAPING DISTRICT

- A. **Subdivider** consents to the formation of a maintenance district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following California Streets and Highways Code) for the purpose of providing the following improvements: Services (including labor costs) to maintain public landscaping strips; utility costs to operate street lights, drainage pumps, and irrigate landscape areas; annual report preparation; and Tulare County filing fees. The **Subdivider** waives the noticed public hearing otherwise required by Landscaping and Lighting Act 1972 *et seq.* for the formation of the maintenance district and adoption of the annual budget, and the **Subdivider** further consents to the approval by the City Council of the City of Dinuba in accordance with Engineer's report prepared for this district. **Subdivider** further consents to the levying of the initial assessments as established pursuant to applicable State law, City Municipal Code requirements, and City procedures.
- B. It is herewith further understood and agreed that **Subdivider** shall provide to each purchaser of a lot within this Subdivision a Notice of Lighting and Landscaping Assessment District which shall inform said purchaser that the real property being purchased is subject to a Lighting and Landscaping Assessment District. **Subdivider** shall require each such purchaser to sign and execute said Notice and shall immediately thereafter provide the fully executed copy of said Notice to the City Clerk. In the event the **Subdivider** shall initially sell a lot within this subdivision to a building contractor or other party known or reasonably expected to be purchasing the lot for development and resale to a subsequent owner-occupant, **Subdivider** shall further advise and direct said initial purchaser to provide the subsequent purchaser with a Notice, obtain his/her/their signature thereon, and return same to the City Clerk.

11. DUST CONTROL

- A. Adequate dust control shall be maintained by the **Subdivider** on all streets within and without the subdivision on which work is required to be done under this agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water thereon with sufficient frequency to prevent the scattering of dust by wind of the activity of vehicles and equipment onto any street area or private property adjacent to subdivision.
- B. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to the **Subdivider** to comply with the provisions of this paragraph forthwith. Such notice may be personally served upon the **Subdivider** or, if the **Subdivider** is not an individual, upon any person who has signed this agreement on behalf of the **Subdivider** or, at the election of the City Engineer, such notice may be mailed to the **Subdivider** at his address on file with the City Engineer. If, within twenty-four (24) hours after such personal service of such notice or with forty-eight hours after the mailing thereof as herein provided, the **Subdivider** shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable, to eliminate the scattering of dust, by equipment and personnel of the **City** or by contract as the City Engineer shall determine. The **Subdivider** shall pay to the **City** forthwith, upon receipt of billing therefore, the entire cost to the **City** of such sprinkling.
- C. A permit is required by the San Joaquin Valley Air Pollution Control District or for the construction.
- D. The Best Practices and SWPPP documents required by the State shall be provided and implemented prior to any work commenced.

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

For the **Subdivider**: _____
Dave Crinklaw, President

For the **City**: _____
Luis Patlan, City Manager

CONTROL SHEET

Parkside Village, Unit No. 3 Subdivision Agreement

AGREEMENT APPROVED AS TO CONTENT:

City Attorney

City Engineer

ATTACHMENT 'C'



City Manager
559/591-5904

City Attorney
559/437-1770

Administrative Services
559/591-5900

Development Services
559/591-5906

Fire/Ambulance Services
559/591-5931

Parks & Community Services
559/591-5940

Police Services
559/591-5914

Public Works Services
559/591-5924

DEVELOPMENT SERVICES

TO: Dinuba Planning Commission
FROM: Paul E. Magyar, Building and Planning Services Manager 
DATE: August 10, 2004
SUBJECT: Public Hearing to consider Application 2004-19, Tentative Subdivision Map 258 lots.

PROPOSAL:

The purpose of this report is to request that Planning Commission conduct a public hearing and take testimony in the matter of Application 2004-19, Tentative Subdivision Map, 263 lots.

APPLICANT: West Star Construction

PARCEL SIZE: 60.7 Acres

GENERAL PLAN

DESIGNATION: Residential Medium, Residential Medium High, Neighborhood Commercial

ZONING: R-1-6 Single Family Residential, RM-2 Multifamily Residential, and C-1 Neighborhood Commercial

EXISTING USE: Vacant

ADJACENT LAND USES AND ZONING:

<u>Direction</u>	<u>Current Use</u>	<u>Zoning</u>	<u>General Plan</u>
North	Single family	R-1-6	Residential Medium
East	City Park	RCO, R-1-6	Residential Medium Park Ponding Basin

South	Agriculture	M-1	Light Industrial
West	County Public Works	M-1	Light Industrial
	Multi-family Residential		RM-2 Residential
			Medium High

ACCESS:

Kamm Avenue	Arterial	84' ROW
Crawford Avenue	Arterial	84' ROW
Avenue "B"	local	60' ROW
3 rd Street	local	60' ROW

The proposed subdivision would result in the construction seven interior connecting streets providing street access to all 263 lots.

ENVIRONMENTAL ASSESSMENT:

The project constitutes an implementation of the City's 1997 General Plan. As such, any adverse environmental impacts that may occur as a result of this project have been adequately addressed by the 1997 General Plan Environmental Impact Report, and it has been determined that there are no site-specific concerns that justify further investigation. Pursuant to California Environmental Act Guidelines Section 15183, no additional documentation is required.

ANALYSIS:

This proposal includes subdivision of one existing parcel into 258 lots, 228 single family, 29 multi-family, and one neighborhood commercial. The single family lots range from 6000 sq. ft. to 13,165 sq. ft. The multi-family residential lots range from 5000 sq. ft. to 6287 sq. ft., and the neighborhood commercial lot 110,000 sq. ft. (2.52 acres). The northerly boundary of the subdivision contains an Alta Irrigation Canal, which will be under-grounded as part of the public improvements to be installed.

FINDINGS:

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

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

The subdivision proposes 258 parcels on 60.7 acres, a density of 4.25 units per acre. This is actually less dense than the 4.6-7.5 units per acre that is consistent with Residential – Medium General Plan Designation combined with the Residential Medium High at 21.78

units per acre. However, densities established by the General Plan are maximums, and development at less than the established is considered to be consistent.

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

The site is generally flat and level, and consistent with adjacent properties that have been similarly developed, is suitable for development.

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

The subdivision will be connected to the City's water and sewer systems. It has been determined that the proposed is consistent with the General Plan, and as such, any potentially adverse effects that may occur as a result of the project have been adequately addressed by the Environmental Impact Report that accompanied the General Plan. No site-specific concerns have been identified that would require additional study.

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

The project will not result in any such conflicts.

ACTION REQUESTED:

It is requested that Planning Commission conduct a public hearing to take public testimony regarding this project. Following the public hearing, it is requested that the Planning Commission adopt Resolution No. 795, approving the Tentative Subdivision Map.

DECLARATION OF PUBLICATION

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.

Declarant says:

PUBLIC NOTICE

NOTICES: PUBLIC HEARING
CITY OF DINUBA
PLANNING COMMISSION

WHAT'S BEING PLANNED:
The Dinuba Planning Commission is scheduled to consider the following project:
Application for a 2004-19 General Plan Update, City of Dinuba, California, Planning Commission Map, Part 5, Site 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

WHEN AND WHERE:
6:30 PM
Tuesday, July 22, 2004
City of Dinuba
405 E. El Monte Way

APPLICANT:
WHEELER CONSTRUCTION

LOCATION:
The project is located on the Northwest corner of Kamini and College.

ENVIRONMENTAL:
Notice is hereby given that the environmental materials submitted in support of the project identified above.
2004-22. It has been determined that although the proposed development may have potential adverse effects on the environment, these impacts have been adequately addressed by the 1997 General Plan Update Environmental Impact Report Pursuant to California Public Resources Code Section 15133 (c) (2) a negative declaration has been prepared and is being circulated for agency review.

CONTACT:
If you desire more information or wish to view reports for these projects, please contact City of Dinuba Development Services, 405 E. El Monte Way. Development Services can also be contacted at (569) 301-5506 or development@dinuba.gov.

times herein mentioned Declarant is and of said County of Tulare over the age of 18 years; not a party to nor interested in the project; that Declarant is now and was at all times the Chief clerk to the Publisher of the Antinel, a weekly newspaper, which said newspaper is printed and published every Thursday in the City of Dinuba, in said County; and that the

Public Hearing, city of Dinuba
on
Construction
3, 2004
annexed on the margin hereof is a true and correct copy of the same as published in said newspaper in the issues of July 22, 2004

and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra thereof).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 22, 2004 at Dinuba, California.

Bill [Signature]
Declarant

GARAY ANTONIO & ESTELA
1141 GOLDEN WAY
DINUBA, CA 93618

MATA GUILLERMINA
1159 GOLDEN WAY
DINUBA, CA 93618

RAMIREZ JOE
1167 GOLDEN WAY
DINUBA, CA 93618

RAMIREZ MARIA C (LE)
1185 GOLDEN WAY
DINUBA, CA 93618

RAMIREZ JOE L
1197 GOLDEN WAY
DINUBA, CA 93618

GARCIA ROBERT A & MARIA G
1199 GOLDEN WAY
DINUBA, CA 93618

SANCHEZ RAYMOND E
1089 GOLDEN WAY
DINUBA, CA 93618

FRAGA ANGELA
1097 GOLDEN WAY
DINUBA, CA 93618

VALLE GENARO C
1119 GOLDEN WAY
DINUBA, CA 93618

GIANNINI PACKING CORP
DINUBA, CA 93618

GIANNINI PACKING CORP
DINUBA, CA 93618

OKADA KAREN M
1200 S CRAWFORD AVE
DINUBA, CA 93618

GONZALEZ JORGE & ANNA M
1270 S CRAWFORD AVE
DINUBA, CA 93618

DINUBA CITY OF
DINUBA, CA 93618

HULSEY DANNY L (TR)
1480 S CRAWFORD
DINUBA, CA 93618

JOHNSON KENNETH & JO G
DINUBA, CA 93618

MADRIGAL ALMA
1464 E KAMM
DINUBA, CA 93618

LAMB JON M & KATHERINE K (TRS)
DINUBA, CA 93618

LAMB JON M & KATHERINE K (TRS)
1660 E KAMM AVE
DINUBA, CA 93618

DINUBA CITY OF
DINUBA, CA 93618

NUTRIENT TECHNOLOGIES INC
1092 E KAMM AVE
DINUBA, CA 93618

CULVER WILLARD JR (TR)
DINUBA, CA 93618

DINUBA, CA 93618

DINUBA, CA 93618

DINUBA, CA 93618

KHALIL ZUHDI Q & SADA Q
920 GOLDEN WAY
DINUBA, CA 93618

SILVA DOLORES
950 GOLDEN WAY
DINUBA, CA 93618

BAILEY OLIVIA
960 GOLDEN WAY
DINUBA, CA 93618

LOPEZ SAMUEL JR & MARGARET
978 GOLDEN WAY
DINUBA, CA 93618

CONKLIN BEVERLY J (TR)
990 GOLDEN WAY
DINUBA, CA 93618

SORIA CAROLINA G
1026 GOLDEN WAY
DINUBA, CA 93618

AVILA VICTOR M & MARIA L
1048 GOLDEN WAY
DINUBA, CA 93618

AVILA VICTOR M & MARIA L
1066 GOLDEN WAY
DINUBA, CA 93618

MORFIN FRANCISCO JOEL &
THERESA
1070 GOLDEN WAY
DINUBA, CA 93618

HERNANDEZ LUIS A & PETRA
1084 GOLDEN WAY
DINUBA, CA 93618

RUIZ AMBROSIO & RAQUEL
1096 GOLDEN WAY
DINUBA, CA 93618

MORALES EMILIO JR & CELIA P
1130 GOLDEN WAY
DINUBA, CA 93618

BARRERA LEONEL & ELIDA S
1188 E GOLDEN WAY
DINUBA, CA 93618

DIAZ JACOBA C & TONY C
1168 GOLDEN WAY
DINUBA, CA 93618

BUSTOS FIDELINO & HORTENCIA
1138 GOLDEN WAY
DINUBA, CA 93618

JIMENEZ FRANK & LEANDRA
1148 GOLDEN WAY
DINUBA, CA 93618

GRASS WILLIAM H
921 GOLDEN WAY
DINUBA, CA 93618

GHANNAM AHMAD MAHMOUD
942 S COLLEGE AVE
DINUBA, CA 93618

GRASS WILLIAM H
925 GOLDEN WAY
DINUBA, CA 93618

GRASS WILLIAM H
951 GOLDEN WAY
DINUBA, CA 93618

CISNEROS ALFONSO VELASCO
965 GOLDEN WAY
DINUBA, CA 93618

VELASCO ALFONSO
981 GOLDEN WAY
DINUBA, CA 93618

FUENTES MOISES
985 GOLDEN WAY
DINUBA, CA 93618

MARTINEZ MARTINA
999 GOLDEN WAY
DINUBA, CA 93618

CASTANEDA CORNELIO &
MARTHA
1021 GOLDEN WAY
DINUBA, CA 93618

LOPEZ RAMON & GRACIELA
1045 GOLDEN WAY
DINUBA, CA 93618

LOPEZ RAMON & GRACIELA
1065 GOLDEN WAY
DINUBA, CA 93618

LOPEZ RAMON & GRACE
1071 GOLDEN WAY
DINUBA, CA 93618

MUNOZ PETRA
1079 GOLDEN WAY
DINUBA, CA 93618

GARDUNO RUPERTO
1129 GOLDEN WAY
DINUBA, CA 93618

CH-FIRST SOUTHERN BAPTIST OF
DINUBA
1667 E GOLDEN WAY
DINUBA, CA 93618

U S A HATC
DINUBA, CA 93618

U S A HATC
DINUBA, CA 93618

U S A HATC
DINUBA, CA 93618

CURB DOUGLAS E & ROSALINDA
1510 GOLDEN WAY
DINUBA, CA 93618

SERANO EUGENIA
1540 GOLDEN WAY
DINUBA, CA 93618

ELIZONDO NOE & LYDIA A
1558 GOLDEN WAY
DINUBA, CA 93618

GIL EDUARDO
1572 GOLDEN WAY
DINUBA, CA 93618

RANGEL JAVIER M
1600 GOLDEN WAY
DINUBA, CA 93618

GUTIERREZ JUAN E
1628 GOLDEN WAY
DINUBA, CA 93618

SANCHEZ MANUEL
1648 GOLDEN WAY
DINUBA, CA 93618

ORTIZ JOSE F
1660 GOLDEN WAY
DINUBA, CA 93618

GONZALEZ GILBERTO &
ROSALINDA
1690 E GOLDEN WAY
DINUBA, CA 93618

ONOFRE AMADEO
1330 GOLDEN WAY
DINUBA, CA 93618

BRANNUM VIOLA
1340 GOLDEN WAY
DINUBA, CA 93618

SOTO MARIA REFUGIO
1354 GOLDEN WAY
DINUBA, CA 93618

GUERRERO SERGIO MOLINA A
1396 GOLDEN WAY
DINUBA, CA 93618

DWYER DAVID & LISA
1372 GOLDEN WAY
DINUBA, CA 93618

ARCE JULIO
1384 GOLDEN WAY
DINUBA, CA 93618

DICK ALVIN J & BONNIE L (TRS)
1275 HOLDEN AVE
DINUBA, CA 93618

GUTIERREZ ESMERALDA SORIA
1293 HOLDEN AVE
DINUBA, CA 93618

SORIA MARIA GARZA
1275 GOLDEN WAY
DINUBA, CA 93618

SAUCEDA LUCINDA LEAL
1219 GOLDEN WAY
DINUBA, CA 93618

CHAVEZ AUDELIA (LE)
1240 FIRST AVE
DINUBA, CA 93618

MARTINEZ HUMBERTO & ENEDIN
1218 GOLDEN WAY
DINUBA, CA 93618

LOPEZ SAMUEL JR & MARGARET
1236 GOLDEN WAY
DINUBA, CA 93618

BLEDSE CELIA R
1252 GOLDEN WAY
DINUBA, CA 93618

LOPEZ SAMUEL JR & MARGARITA
O
DINUBA, CA 93618

LEAL PEDRO R & ORALIA S
1276 GOLDEN WAY
DINUBA, CA 93618

LOPEZ CONCEPCION V & BELIA
1292 GOLDEN WAY
DINUBA, CA 93618

GIANNINI PACKING CORP
496 S URUAPAN WAY
DINUBA, CA 93618

GIANNINI PACKING CORPORATION
DINUBA, CA 93618

UNION PACIFIC RAILROAD CO
DINUBA, CA 93618

U S COLD STORAGE OF
CALIFORNIA
1300 S O ST
DINUBA, CA 93618

GIANNINI PACKING CORPORATION
DINUBA, CA 93618

U S A HATC
DINUBA, CA 93618

ACOSTA JOSE SABAS LOPEZ
1032 COLLEGE LN
DINUBA, CA 93618

TAPIA LEO
1048 COLLEGE LN
DINUBA, CA 93618

ALVAREZ JUAN V (LE)
1061 COLLEGE LN
DINUBA, CA 93618

TULARE COUNTY OF
DINUBA, CA 93618

MEJORADO GENOVEVO & PAULA
1388 S COLLEGE AVE
DINUBA, CA 93618

GONZALEZ ANTONIO R &
CARMELITA T
1452 S COLLEGE AVE
DINUBA, CA 93618

MIRAMONTES ALDABERTO & IRMA
1011 COLLEGE LN
DINUBA, CA 93618

JIMENEZ JOSE A & JOSEFINA
993 COLLEGE LN
DINUBA, CA 93618

FUENTES BALTAZAR
975 COLLEGE LN
DINUBA, CA 93618

FLORES ESTEBAN
1490 S COLLEGE AVE
DINUBA, CA 93618

MENDOZA PRUDENCIO & ELOISA
1478 COLLEGE AVE
DINUBA, CA 93618

CORONADO CARLOS & ELSA M
1464 S COLLEGE AVE
DINUBA, CA 93618

GARZA DAVID JR
1434 S COLLEGE AVE
DINUBA, CA 93618

GONZALEZ SILVANO G & AURORA
E
1412 S COLLEGE AVE
DINUBA, CA 93618

NARLIAN MALCOLM & SANDRA
1452 S COLLEGE AVE
DINUBA, CA 93618

HADEN CO INC
1452 S COLLEGE AVE
DINUBA, CA 93618

GONZALEZ ANTONIO R &
CARMELITA
1452 S COLLEGE AVE
DINUBA, CA 93618

GONZALEZ ANTONIO R &
CARMELITA
DINUBA, CA 93618

ALTA IRRIGATION DISTRICT
DINUBA, CA 93618

PARKS JAMES L
1277 SECOND AVE
DINUBA, CA 93618

HUFFMAN KENNETH E & MARIA D
DINUBA, CA 93618

VALENCIA JOSE
1379 GOLDEN WAY
DINUBA, CA 93618

TAPIA URBANA A & CONSUELO
1369 GOLDEN WAY
DINUBA, CA 93618

PARKER JOE W & LYNN CANARIS
(TRS)
1331 GOLDEN WAY
DINUBA, CA 93618

**DINUBA PLANNING COMMISSION
RESOLUTION NO. 795**

**IN THE MATTER OF APPLICATION NO. 2004-19
APPROVAL OF A TENTATIVE SUBDIVISION MAP**

WHEREAS, at regularly held meeting on August 3, 2004, the Dinuba Planning Commission considered Application No. 2004-19, submitted by West Star Construction, seeking approval of a tentative subdivision map; and

WHEREAS, the Planning Commission has concluded that, although approval of this project may result in adverse environmental effects, these have been adequately addressed in the 1997 Dinuba General Plan Update Environmental Impact Report, and that pursuant to California Environmental Quality Act Guidelines Section 15183 no further environmental documentation is required; and

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

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

WHEREAS, the Planning Commission, having considered the staff report and all testimony presented in this matter, was of the opinion that Application No. 2004-19 should be approved as presented.

NOW, THEREFORE BE IT RESOLVED that the Dinuba Planning Commission hereby approves the tentative subdivision map detailed within Application 2004-19

I hereby certify that the foregoing resolution was duly passed and adopted by the Dinuba Planning Commission at a regular meeting held on 6th day of July 2004, upon a motion by Commissioner _____, and seconded by Commissioner _____,
And by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jack Mullen, Chair
Dinuba Planning Commission

Attest:

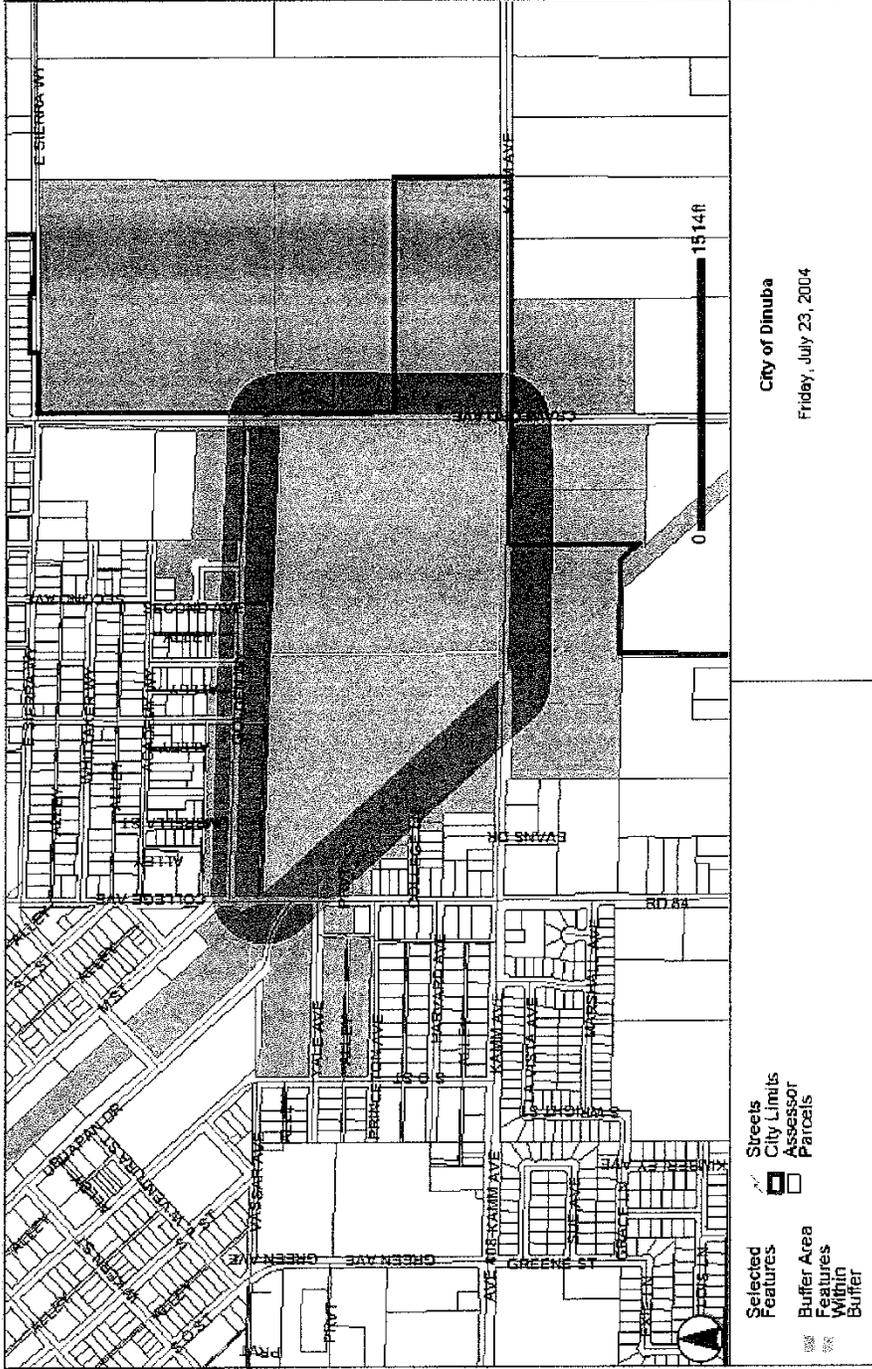
Daniel L. Meinert, Secretary
Dinuba Planning Commission

Attachment "A"
Conditions of Approval
Application No. 2004-19

1. Compliance with conditions set forth in Title 16 of the Dinuba Municipal Code.
2. The tentative map shall expire 24 months after its approval unless an extension is requested and granted.
3. Unless otherwise specified in the Development Agreement, all System Development Charges, Storm Drainage Fees, and Park Fees shall be paid upon the filing of the Final Map, per the FY 2003-04 schedule.
4. A Landscape and Lighting District shall be recorded with the final map, in accordance with the Landscape a Lighting Act of 1972 *et seq*, and prior to the sale of any lot to a private individual. This district shall cover the map area, and will provide funding for the maintenance of the street lights and landscaped corridors.
5. Compliance with the regulation of the Pacific Gas and Electric Company, SBC Telephone Company, Comcast Cable Company, and Southern California Gas Company.
6. Installation of all public infrastructure shall at the developer's expense and shall be in compliance with the City of Dinuba Public Improvements Standards.
7. The developer shall provide the City of Dinuba a reproducible copy of the final map and as-built plans prior to the issuance of the notice of completion.
8. All work done within the City right-of-way shall require an encroachment permit issued by the City.
9. All required engineering plans shall be prepared by a registered civil engineer.
10. Public utility easements shall be established as required by the City.
11. Any existing non-municipal water wells and/or septic systems shall be abandoned, filled, and sealed per City of Dinuba Public Improvement Standards.
12. The developer shall be responsible for all actions of his contractors and subcontractors until such time as the improvements have been accepted by the City.

13. A grading plan and soils report shall be submitted to the City.
14. A complete storm-water drainage plan shall be submitted to and approved by the City prior to final map approval. Storm drainage design shall be in accordance with the City of Dinuba Storm Drainage Master Plan.
15. The developer shall contact the United States Postal Service, Dinuba Office, for the location of and type of mailboxes to be installed, subject to the approval of the City. Location of mailboxes shall be indicated on the improvement drawings.
16. Easements for active irrigation lines shall be shown on the map. No unused irrigation lines shall remain within the lot lines.
17. Irrigation canals adjacent to or included with the site shall be enclosed consistent with Alta Irrigation District standards and requirements.
18. All open trenches adjacent to public streets shall be covered at the end of the work daily.
19. In order to provide reasonable municipal protection during all phases of construction, the development shall be maintained passable by emergency vehicles at all times.
20. The developer shall continually maintain all pavement, keeping it clear of dirt and dust during construction.
21. Before final inspection of the subdivision, all street surfaces shall be sealed in accordance with City of Dinuba Public Improvement Standards.
22. Variable front yard setbacks of 20 to 25 feet shall be provided subject to approval at the time of building permit issuance.
23. All front yards shall be landscaped and irrigated in accordance with the City of Dinuba Public Improvement Standards and City of Dinuba Street Tree Master Plan.
24. Public infrastructure shall be completed and accepted by the City prior to issuance of any building permits, excepting up to five (5) models with no occupancy.
25. All on-site services including, but not limited to, electrical cable, gas lines, and television/internet cable, shall be installed underground in a manner that shall be approved by the City of Dinuba.

26. Street name signs and traffic signs shall be installed according to City of Dinuba Public Improvement Standards.
27. A six foot high masonry wall shall be installed along the Kamm and Crawford Avenue sides of development, and along the railroad right-of-way and between the commercial lot and the residential.
28. The area between the curb and masonry wall shall be landscaped consistent with City of Dinuba standards and consistent with existing landscaping on Crawford.
29. Crawford and Kamm Avenues shall be widened to 42' from the centerline per City of Dinuba Public Improvement Standards for the length of the development.
30. The ponding basin shall be constructed with 5:1 slope, and shall be landscaped, irrigated, and fenced in accordance with City of Dinuba Standards.
31. An entrance treatment shall be provided on the major entrances on Kamm and Crawford Avenues.
32. Traffic calming devices "roundabouts" shall be installed on all interior intersections that streets cross.



City of Dinuba

Friday, July 23, 2004

Streets
City Limits
Assessor
Parcels

Selected
Features
Buffer Area
Features
Within
Buffer



City Council Report

City Council Meeting: August 11, 2015
Department: Engineering & Planning Services

To: Luis Patlan, City Manager

From: Dean K. Uota, P.E., City Engineer
Ph: 559.591.5906, ext. 210
Email: duota@dinuba.ca.gov

Subject: Tulare County Road 80 Widening Project, Phase 2 Avenue 384 to El Monte Way (Avenue 416) (Project), Phase 4 El Monte Way and Alta Avenue Intersection (Project)
Relinquishment of Rights-of-Way and Easements per "Agreement-Transfer of Real Property, County of Tulare to the City of Dinuba" affecting: APNs 030-010-044, 030-120-097, 030-120-096, 030-010-041, 017-020-059, 017-020-058, 017-320-003, 017-173-004, 017-183-003, 017-272-011, 017-182-016, 017-272-010, 017-182-017, 017-272-008, 017-181-002, 017-271-017, 017-203-011, 017-010-037, 017-010-001, 017-040-031, 017-040-032, 017-053-023, 017-053-018, 017-053-016, 017-053-019, 017-040-033, 017-040-039, 017-040-041, 017-040-040, 017-051-009, 017-051-010, 014-063-033, 014-063-034, 014-063-035, 014-063-036, 014-063-037, 014-063-038, 014-063-009, 014-063-029, 014-161-028 and 014-161-027,

RECOMMENDED ACTION

It is requested that the City Council approve the subject Agreement for the transfer of County acquired parcels to the City of Dinuba and authorize the City Manager to execute said Agreement on behalf of the City.

BACKGROUND

County of Tulare (County) is the lead agency and has undertaken Projects to widen and improve the intersection of Alta Avenue (Road 80) and El Monte Way (Avenue 416) within the City Limits of the City of Dinuba and widen Road 80 from Avenue 384 to Avenue 416 (Alta Avenue).

Prior to engaging in the portions of the Projects located within the boundaries of the City, the County and the City entered into a cooperative agreement (the "Cooperative Agreement"), known as Tulare County Agreement No. 23354, dated November 27, 2007, which provided that the County would relinquish title to the City of any remnant property the County obtained within the City which was required to complete the Projects. It also provided that the City would accept this relinquishment. As the Projects have been completed, the County now desires to relinquish the property to the City by quitclaim deed and easements.

County has acquired certain parcels of land commonly referred to as:

Assessor Parcel Numbers (APNs) : 030-010-044, 030-120-097, 030-120-096, 030-010-041, 017-020-059, 017-020-058, 017-320-003, 017-173-004, 017-183-003, 017-272-011, 017-182-016, 017-272-010, 017-182-017, 017-272-008, 017-181-002, 017-271-017, 017-203-011, 017-010-037, 017-010-001, 017-040-031, 017-040-032, 017-053-023, 017-053-018, 017-053-016, 017-053-019, 017-040-033, 017-040-039, 017-040-041, 017-040-040, 017-051-009, 017-051-010, 014-063-033, 014-063-034, 014-063-035, 014-063-036, 014-063-037, 014-063-038, 014-063-009, 014-063-029, 014-161-028 and 014-161-027, which said parcels of land are more specifically described in the Agreement and Exhibits.

County purchased APN 014-063-009 and APN 014-063-029 with funding from the Tulare County Transportation ½ Cent Sales Tax Measure commonly referred to as Measure R.

As part of the Cooperative Agreement and the Project, the County previously transferred four (4) parcels of land to the City of Dinuba Redevelopment Agency under an agreement dated April 5, 2011 and known as Tulare County Agreement No. 24952. This transfer did not include the portion of those parcels required for the Project as part of the rights-of-way, which County retained. The Agreement would now transfer the rights-of-way portion of those four (4) parcels to the City.

DISCUSSION

Tulare County Resource Management Agency staff have prepared the subject agreement (Attachment 'A') between the County of Tulare and the City of Dinuba for the relinquishment from the County to the City of certain parcels and easements. The Agreement covers thirty-seven (37) parcels (one includes parts of five (5) parcels along the north side of El Monte Way), a pedestrian easement, and a storm drain easement, all of which are located within the boundary of the City.

Under the Agreement, the County will convey to the City the above described properties, including those portions that were required to be retained by the County for the Projects. The legal descriptions and plats of said conveyance are attached as Exhibit 1A through 37A to the Agreement. Said conveyance shall be in the form of a Quit Claim Deed.

City agrees that all proceeds from the sale of the above described properties that are developable and were purchased with Measure R funds, excepting therefrom that portion that was required to be retained by County for the Projects, shall be used to further a Measure R regional road project within the City. Both the County and City acknowledge that the City of Dinuba is working to advance the widening of El Monte Way (Avenue 416) westerly (and easterly) of the Projects and that utilization of the proceeds on that regional project meets the intent of this Agreement.

FINANCIAL IMPACT

Funding for the subject property acquisitions are available from Measure "R" sales tax revenues. There will be no fiscal impacts associated with the subject Agreement.

Attachments

- A. Transfer of Real Property Agreement No. 24952

Attachment 'A'

**Transfer of Real Property
County Tulare to City of Dinuba
Agreement No. 24952**

Agreement

Transfer of Real Property

County of Tulare

To

City of Dinuba



RESOURCE MANAGEMENT AGENCY

5961 SOUTH MOONEY BLVD

VISALIA, CA 93277

PHONE (559) 624-7000

FAX (559) 730-2653

Michael Washam

Michael Bond

Roger Hunt

Economic Development and Planning

Public Works

Administration

MICHAEL C. SPATA, DIRECTOR

July 27, 2015

Dean Uota, City Engineer
City of Dinuba
1088 E Kamm Avenue
Dinuba, CA 93618

Email: duota@dinuba.ca.gov

Re: Relinquishments of Rights-of-Way and Easements from the Road 80 Widening Project

Dear Mr. Uota,

Please find attached the proposed agreement (the "Agreement") between the County of Tulare (the "County") and the City of Dinuba (the "City") for the relinquishment from the County to the City of certain parcels and easements. The Agreement covers thirty-seven (37) parcels, a pedestrian easement, and a storm drain easement (collectively referred to as the "Property"), all of which are located within the boundary of the City.

The County acquired the Property as the lead agency on a project (the "Project") to widen and improve Road 80, which is also known as Alta Avenue within the City, between Avenue 304 and Avenue 416, which is also known as El Monte Way within the City. The Project also included widening and improvements to Avenue 416 near its intersection with Road 80.

Prior to engaging in the portion of the Project located within the boundary of the City, the County and the City entered into a cooperative agreement (the "Cooperative Agreement"), known as Tulare County Agreement No. 23354 and dated November 27, 2007, which provided that the County would relinquish title to the City of any property the County obtained within the City which was required to complete the Project. It also provided that the City would accept this relinquishment. As the Project has been completed, the County now desires to relinquish the property to the City by quitclaim deed and easements.

Of the thirty-seven (37) parcels the County will relinquish as part of the Agreement, four (4) were full-take parcels that have economic remainders after the necessary right-of-way has been extracted. It is the County's understanding that the City wishes to manage the sale of these economic remainders and, as such, they are included as part of this relinquishment to be sold under the terms imposed by the terms of the respective funding sources used to acquire them. As two of the full-take parcels were purchased using funds from Measure R, please refer to the attached letter from the Tulare County Association of Governments dated December 10, 2014 regarding the use of any proceeds from the sale of those parcels.

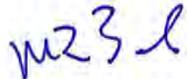
As part of the Cooperative Agreement and the Project, the County previously transferred four (4) parcels of land to the City of Dinuba Redevelopment Agency under an agreement dated April 5, 2011 and known as Tulare County Agreement No. 24952. This transfer did not include the

portion of those parcels required for the Project as part of the right-of-way, which County retained. The Agreement would now transfer the right-of-way portion of those four (4) parcels to the City.

It is hereby requested that the City formally approve, sign and return the Agreement to the County in order that the Tulare County Board of Supervisors may then approve the Agreement and relinquish the property.

Please contact me if there are any questions.

Very truly yours,



Michael R. Bond
Assistant Director-Public Works
County Surveyor

Via electronic mail and U.S. Mail

Attachments: Agreement - Transfer of Real Property County of Tulare to City of Dinuba
Tulare County Agreement No. 24952
Letter from TCAG dated December 10, 2014

Attachment

**Agreement
Transfer of Real Property
County of Tulare
To
City of Dinuba**

AGREEMENT
TRANSFER OF REAL PROPERTY
COUNTY OF TULARE
TO
CITY OF DINUBA

THIS AGREEMENT is entered into this _____ day of _____, 2015 by and between the COUNTY OF TULARE, referred to as "COUNTY," and the CITY OF DINUBA, referred to as "CITY," with reference to the following:

WHEREAS, the COUNTY was the lead agency and undertook a project to widen and improve the intersection of El Monte Way (Avenue 416) and Alta Avenue (Road 80) and a portion Alta Avenue between the city limits south of Kamm Avenue (Avenue 408) and El Monte, and the location of this project is roughly depicted on the Vicinity Map included as Attachment A;

WHEREAS, the COUNTY acquired 37 parcels and two easements, depicted on the relinquishment map attached hereto as Attachment B, as part of the right of way necessary for widening and improving said roadways within the city limits of the CITY in the COUNTY's name under a cooperative agreement dated November 27, 2007 between the CITY and COUNTY (Tulare County Agreement No. 23354) and attached hereto as Attachment C;

WHEREAS, under the terms of said cooperative agreement, the COUNTY agreed to relinquish the right of way it acquired in the city limits to the CITY;

WHEREAS, the COUNTY has prepared a quitclaim deed to 37 parcels with legal descriptions and plat maps within the city limits to be relinquished to the CITY attached hereto as Attachment D with the location of said 37 parcels further shown in Attachment B;

WHEREAS, the COUNTY has prepared a storm drain easement with legal description and plat map within the city limits to be relinquished to the CITY attached hereto as Attachment E with the location of said storm drain easement further shown in Attachment B;

WHEREAS, the COUNTY has prepared a pedestrian easement with legal description and plat map within the city limits to be relinquished to the CITY attached hereto as Attachment F with the location of said pedestrian easement further shown in Attachment B;

WHEREAS, the COUNTY acquired two parcels of land for the road widening projects referred to as Assessor Parcel Numbers 014-063-009 (Contreras) and 014-063-029 (Torio) as full-take parcels, depicted on Attachment B as Exhibits 34 and 35, respectively, with funding from the Tulare County Transportation ½ Cent Sales Tax Measure, commonly referred to as Measure R, which would have economic remainders after the necessary road rights of way have been removed from the parcels;

WHEREAS, the CITY has a desire to manage the sale of these economic remnants for the benefit of the Tulare County Transportation Authority who administers the Measure R funds and

is aware of the CITY's interest in managing the sale and has confirmed the two above referenced parcels (Contreras and Torio) are covered by Tulare County Agreement No. 23354;

WHEREAS, the COUNTY acquired two parcels of land for the road widening projects referred to as Assessor Parcel Numbers 017-182-016 (Lucatero) and 017-181-002 (Prine) as full take parcels, depicted on Attachment B as Exhibits 11 and 15, respectively, with funding from the State Transportation Improvement Program which would have economic remainders after the right of way necessary for the road project have been removed from the parcels; and

WHEREAS, the CITY has a desire to manage the sale of the Lucatero and Prine and return the net proceeds of the sale of the remainders to the COUNTY to return to the State Transportation Improvement Program.

ACCORDINGLY, IT IS AGREED

1. The COUNTY will relinquish the right of way acquired by the COUNTY in the city limits attached hereto as Attachment A to the CITY in compliance with the terms of Tulare County Agreement No. 23354. The COUNTY will deliver the signed and notarized quitclaim deed and easements to the City Engineer of the CITY within two weeks of the execution of this Agreement by the COUNTY.
2. The CITY agrees and consents to accept the deed to the 37 parcels and two easements in Attachment A and to record the signed deed and easements at the Office of the Tulare County Recorder within sixty (60) days of receipt of the signed deeds from the COUNTY. The CITY shall provide the COUNTY a copy of the deeds with the recording information within two weeks of recording the deeds and easements. If the CITY has not recorded the deed and/or easement within sixty (60) days of their receipt, the CITY thereby authorizes the COUNTY to record the deed and easements on its behalf. The COUNTY then shall provide the CITY a copy of the deeds with the recording information within two weeks of recording the deeds and easements.
3. The CITY agrees that any sale or disposal of the "Maria Contreras" and "Torio" remainder parcels will be made in compliance with all State and local laws. The net proceeds of the public sale of these parcels shall either be paid to the Tulare County Transportation Authority (TCTA) or applied to CITY projects being funded by the TCTA. The CITY shall be responsible to the TCTA for reporting all proceeds of sale of these parcels and be subject to any audit or inquiry of the TCTA regarding the disposal of these parcels. The CITY shall pay any penalties or fees to the TCTA charged to either the CITY or COUNTY related to the sale and disposal of these parcels.
4. The CITY agrees that any sale or disposal of the "Prine" and "Lucatero" remainder parcels will be made in compliance with all State and local laws. The net proceeds of the public sale of these parcels shall either be paid to the COUNTY or the State Transportation Improvement Program. The CITY shall be responsible to the COUNTY for reporting all proceeds of sale of these parcels and be subject to any audit or inquiry of

the County or State of California regarding the disposal of these parcels. The CITY shall pay any penalties or fees related to the sale and disposal of these parcels.

5. This Agreement represents the entire agreement between the COUNTY and the CITY as to its subject matter no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
6. Except as otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Resource Management Agency Director
Tulare County Resource Management Agency
5961 S. Mooney Blvd.
Visalia, CA 93277

(559) 624-7000 (voice)
(559) 730-2653 (facsimile)

CITY:

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

(559) 591-5900 (voice)
(559) 591-5902 (facsimile)

7. Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above addresses by giving written notice pursuant to this paragraph.
8. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
9. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
10. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this Agreement shall be brought in Tulare County, California.

11. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
12. The Recitals and Attachments to this Agreement are fully incorporated into and are integral parts of the Agreement.
13. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by a court of competent legal authority and jurisdiction, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.
14. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.
15. This Agreement shall become effective upon the date first written above.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF DINUBA

By: _____
Mayor

ATTEST:
Dinuba City Clerk

By: _____

Approved as to Form:

By: _____
Dinuba City Attorney

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

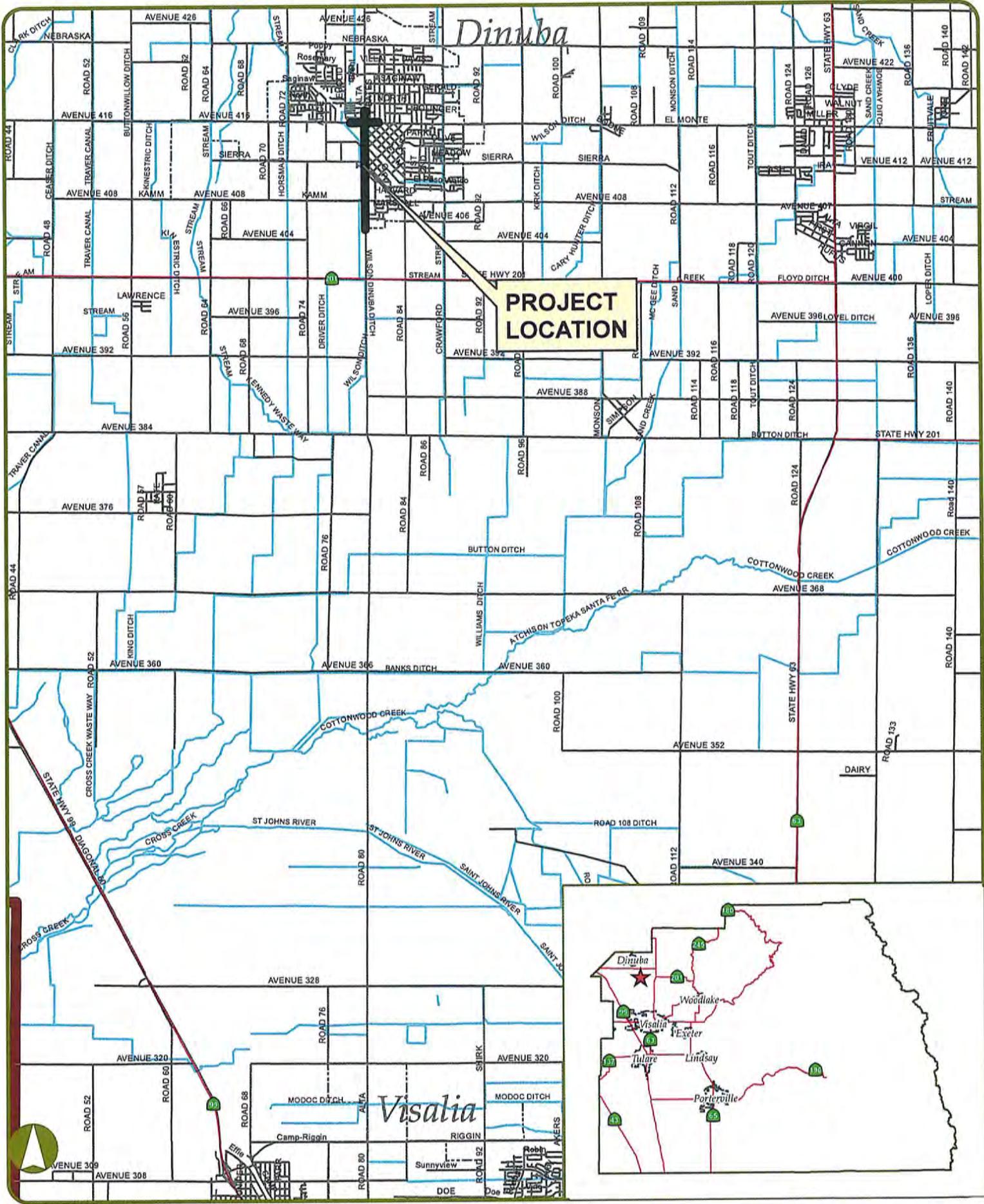
ATTEST:
County Administrative Officer / Clerk
of the Board of Supervisors

By: _____

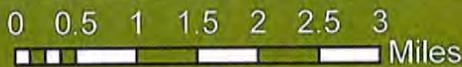
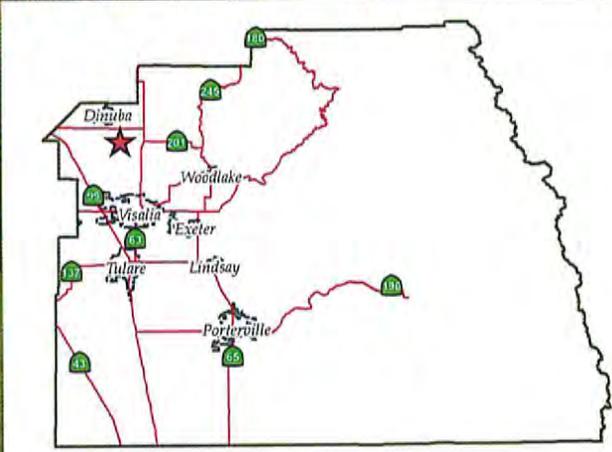
Approved as to Form

By: _____
Deputy County Counsel
Matter ID 2015723

ATTACHMENT A
Vicinity Map



**PROJECT
LOCATION**



ATTACHMENT B
Map of Exhibits and Easements

ATTACHMENT C
Tulare County Agreement No. 23354

**COOPERATIVE AGREEMENT
ROAD 80 WIDENING PROJECT
FROM AVENUE 304 TO AVENUE 416**

This Cooperative Agreement ("AGREEMENT") is made and entered into this 27th day of November, 2007 by and between the COUNTY OF TULARE, hereinafter referred to as COUNTY, and the CITY OF DINUBA, hereinafter referred to as CITY, with reference to the following:

WHEREAS, the COUNTY is the lead agency on a project to widen Road 80 from Avenue 304 to Avenue 416, herein referred to as PROJECT, using funds from the State Transportation Improvement Program through the California Department of Transportation; and

WHEREAS, COUNTY, on August 22, 2006, by way of Resolution No. 2006-0663, adopted a mitigated negative declaration/environmental assessment (State Clearinghouse Number 2000061040) in accordance with the California Environmental Quality Act herein referred to as ENVIRONMENTAL DOCUMENT; and

WHEREAS, CITY, on August 8, 2006 ratified ENVIRONMENTAL DOCUMENT; and

WHEREAS, a portion of the PROJECT is within the City of Dinuba and the CITY desires the COUNTY to acquire right of way for the project in conformance with the preferred alignment selected for this PROJECT and ENVIRONMENTAL DOCUMENT; and

WHEREAS, the COUNTY has received authorization and allocation of funding from the California Transportation Commission to proceed with the acquisition of right of way for this project using State-only funds through the State Transportation Improvement Program; and

WHEREAS, the COUNTY is willing to perform right of way activities required for the PROJECT; and

WHEREAS, the COUNTY and CITY intend to define the terms and conditions under which the right of way and utility relocations are to be handled.

WHEREAS, this AGREEMENT is entered into pursuant to Government Code Section 6500 et. seq.

NOW, THEREFORE, it is agreed as follows:

1. Activities of the COUNTY. The COUNTY agrees to provide all necessary right of way support activities to acquire right of way within the City of Dinuba. Said right of way support activities shall include, but not be limited to, the following:

- a. Prepare maps, deeds and descriptions.
- b. Make fair market value appraisals and relocation valuations.
- c. Acquire private property for public purposes in the COUNTY's name by

negotiation..

d. Acquire by condemnation private property for a public purpose in the County's name if the County issues a Resolution of Necessity.

e. Provide required relocation assistance payments and services

f. Open escrow, obtain title reports, make arrangements to convey title and close escrow.

g. Complete acquisitions through disbursement of funds, close of escrow and satisfaction of judgments or settlement of condemnation actions initiated on behalf of the PROJECT.

. Provide oversight and pay for utility relocations within existing or proposed CITY right of way to ensure relocations will not conflict with the PROJECT.

i. Proceed with the condemnation process, if necessary, for the acquisition of any right of way required for the PROJECT.

j. Relinquish to CITY legal title to property acquired by COUNTY in CITY.

2. Activities of the CITY The CITY shall support the efforts of the COUNTY to acquire right of way and utility relocations for the project by actions including, but not limited to, the following:

a. Minor changes in the PROJECT alignment or description that may affect right of way to be obtained shall be subject to the approval of the City Manager and said approval is hereby delegated by the CITY to the City Manager and shall not be unreasonably withheld.

b. CITY shall make available to COUNTY all records, maps, drawings and permits involving installation of utilities in the CITY right of way.

c. If any public, private or CITY-owned utility or public facility conflicts with the PROJECT, the CITY shall cooperate with the COUNTY to make all necessary arrangements with the owners of such utilities and facilities for their protection, relocation or removal in accordance with the CITY policy for those utilities and facilities located within the limits of work within the City of Dinuba.

d. Accept from COUNTY relinquished property.

3. Project Description. The complete description of the PROJECT, preferred alignment, typical sections, are contained in the ENVIRONMENTAL DOCUMENT- and supporting technical studies indicated by reference in the ENVIRONMENTAL DOCUMENT . As the final engineering for the PROJECT is completed by the COUNTY, further refinement of the right of way to be obtained may be necessary, but will be generally consistent with approved project description.

4. Acquisition of Rights-of-Way. The COUNTY shall comply with all State right of way laws, the Federal Uniform Acquisition and Relocation Assistance Act, and any other federal laws applicable to the COUNTY or the PROJECT.

5. Funding. All obligations of the COUNTY under the terms of this Cooperative Agreement will be funded using State only funds through the STATE Transportation Improvement Program. Neither party is required to use its funds to support this PROJECT.

6. No Rights in Third Parties. Nothing in the provisions of this Cooperative Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of the CITY's property different from the standard of care imposed by law.

7. COUNTY Indemnification Neither the COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully defend, indemnify and save harmless the COUNTY and its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority, or jurisdiction delegated to the CITY under this Agreement.

8. CITY Indemnification Neither the CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the COUNTY shall fully defend, indemnify and save harmless the CITY and its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any work, authority, or jurisdiction delegated to the COUNTY under this Agreement.

9. Amendment. No alteration or variation of the terms to this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

10. Termination This agreement shall terminate upon the completion of the right of way acquisition and utility relocation by the COUNTY for the PROJECT, or on December 31, 2009, whichever is earlier in time, unless both parties agree by amendment to this Agreement to an extension of time.

11. Final Integrated Agreement. This AGREEMENT constitutes the entire, final and binding understanding between the parties hereto with respect to the terms of this Agreement; that no other statement or representation, written or oral, express or implied, has been received or relied upon by any other party hereto in entering into this AGREEMENT, and that all prior discussions, statements, and negotiations made or which have occurred prior to the date of this AGREEMENT shall be deemed merged into this AGREEMENT and the documents referred to herein, and shall not be used for any other purpose whatsoever.

12. Severability and Construction. If any provision of this AGREEMENT is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully

severable. This AGREEMENT shall be construed and enforced as is such illegal, invalid, or unenforceable provision had never comprised a part of this AGREEMENT and the remaining provisions of this AGREEMENT shall remain in full force and effect.

13. Venue. This AGREEMENT shall be construed in accordance with the laws of the State of California. The parties agree to submit themselves to the jurisdiction of the court venue in Tulare County (or in the case of exclusive federal jurisdiction, the U.S. District Court for the Eastern District of California in Fresno) in any action relating to this AGREEMENT or the enforcement of interpretation thereof.

14. Attorneys' Fees and Costs. Each party will bear their own costs, including attorneys' fees, in connection with enforcing the terms and conditions of this AGREEMENT.

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

CITY COUNCIL
CITY OF DINUBA
STATE OF CALIFORNIA

By: *Jerry McKittrick, Ph.D.*
Mayor

ATTEST: *Brenda Barkley*
City Clerk

APPROVED AS TO LEGAL FORM:

By: N/A
City Attorney

BOARD OF SUPERVISORS
COUNTY OF TULARE
STATE OF CALIFORNIA

By: *Allen Ishida*
ALLEN ISHIDA, Chairman

ATTEST: *David J. Bana*
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

By: *Clara O. L. H.*
County Counsel



ATTACHMENT D
Quitclaim Deed

Recording Requested by:

City Engineer
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

When recorded, mail to:

City Engineer
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code.
This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Current APN's: 030-010-008, 030-120-040, 030-120-041, 030-010-041, 017-020-059, 017-020-058,
017-320-003, 017-173-004, 017-183-003, 017-272-011, 017-182-016, 017-272-010, 017-182-017,
017-272-008, 017-181-002, 017-271-017, 017-203-010, 017-010-037, 017-010-001, 017-040-031,
017-040-032, 017-053-017, 017-053,018, 017-053-015, 017-053-019, 017-040-033, 017-040-039,
017-040-041, 017-040-040, 017-051-009, 017-051-010, 014-063-033, 014-063-034, 014-063-035,
014-063-036, 014-063-037, 014-063-038, 014-063-009, 014-063-029, 014-161-028 and 014-161-027
Road 80 Relinquishments GS PM 15-XXX

QUIT-CLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF TULARE** does hereby remise, release and forever quit-claim to the **City of Dinuba, a municipal corporation**; the real property located in the County of Tulare, State of California, more particularly described in the Exhibits listed below and attached hereto:

- EXHIBITS 1A and 1B (APN 030-010-008)
- EXHIBITS 2A and 2B (APN 030-120-040)
- EXHIBITS 3A and 3B (APN 030-120-041)
- EXHIBITS 4A and 4B (APN 030-010-007)
- EXHIBITS 5A and 5B (APN 017-020-023)
- EXHIBITS 6A and 6B (APN 017-020-048)
- EXHIBITS 7A and 7B (APN 017-020-045)
- EXHIBITS 8A and 8B (APN 017-173-004)
- EXHIBITS 9A and 9B (APN 017-183-003)
- EXHIBITS 10A and 10B (APN 017-020-019)
- EXHIBITS 11A and 11B (APN 017-182-016)
- EXHIBITS 12A and 12B (APN 017-020-019)
- EXHIBITS 13A and 13B (APN 017-182-017)
- EXHIBITS 14A and 14B (APN 017-272-008)
- EXHIBIT 15 (APN 017-181-002)
- EXHIBITS 16A and 16B (APN 017-271-017)
- EXHIBITS 17A and 17B (APN 017-203-010)
- EXHIBITS 18A and 18B (APN 017-010-037)
- EXHIBITS 19A and 19B (APN 017-010-001)
- EXHIBITS 20A and 20B (APN 017-040-001)

EXHIBITS 21A and 21B (APN 017-040-013)
EXHIBITS 22A and 22B (APN 017-053-012)
EXHIBITS 23A and 23B (APN 017-053-013)
EXHIBITS 24A and 24B (APN 017-053-003)
EXHIBITS 25A and 25B (APN 017-053-002)
EXHIBITS 26A and 26B (APN 017-040-026)
EXHIBITS 27A and 27B (APN 017-040-029)
EXHIBITS 28A and 25B (APN 017-040-030)
EXHIBITS 29A and 29B (APN 017-040-017)
EXHIBITS 30A and 30B (APN 017-051-006)
EXHIBITS 31A and 31B (APN 017-051-008)
EXHIBITS 32A and 32B (APN 014-063-033, 34, 35, 36, 37)
EXHIBITS 33A and 33B (APN 014-063-019)
EXHIBITS 34A and 34B (APN 014-063-009)
EXHIBITS 35A and 35B (APN 014-063-029)
EXHIBITS 36A and 36B (APN 014-161-028)
EXHIBITS 37A and 37B (APN 014-161-027)

Dated this _____ day of _____, 2015

GRANTOR:

COUNTY OF TULARE

BY: _____
J. Steven Worthley, Chairman
Tulare County Board of Supervisors

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

State of California)
County of Tulare)

On _____ before me, _____,
a notary public, personally appeared **J. Steven Worthley** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person 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

EXHIBIT 1A

ROAD 80 SOUTH OF KAMM AVENUE
City of Dinuba Right of Way Relinquishment
Property: APN 030-010-008

Description:

A parcel of land lying in the south half of the northeast quarter of Section 19, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, Tulare County, State of California, consisting a portion of that tract of land that was conveyed to the County of Tulare by that certain grant deed recorded April 27, 2011 as Document No. 2011-0024194, Official Records, in the Office of the County Recorder of Tulare County, State of California and being more particularly described by metes and bounds as follows:

Commencing at the northeast corner of said Section 19 thence along the east line of said Section 19, South 00°01'19" East, 1,319.56 feet to the point of intersection at the north line of the south half of the northeast quarter of said Section 19; thence North 89°02'40" West 40.01 along the north line of the south half of the northeast quarter of said Section 19 to the point of intersection on the west line of that certain 40 foot strip of land granted to the County of Tulare for road purposes recorded January 29, 1953 in Volume 1646, Page 456 of Official Records in the Office of the County Recorder, Tulare County, State of California and the True Point of Beginning;

Thence South 00°01'19" East 494.91 feet along the west line of said 40 strip of land;

Thence North 89°09'33" West 16.31 feet to a point of intersection at a line 55 feet west of, and parallel to, the Road 80 centerline described in the Record of Survey recorded December 20, 2012 in Book 31, Page 81 of Licensed Surveys in the Office of the County Recorder, Tulare County, State of California;

Thence North 00°06'46" West 494.96 feet along a line 55 feet west of, and parallel to, said Road 80 centerline to a point of intersection at the north line of the south half of said Section 19;

Thence South 89°02'40" East 17.10 feet along the north line of the south half of said Section 19 to a point of intersection at the west line of said 40 foot strip of land and the True Point of Beginning.

Said Description contains 8,266 square feet or 0.190 acres, more or less.

The basis of bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV.

End of Description

This real property description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

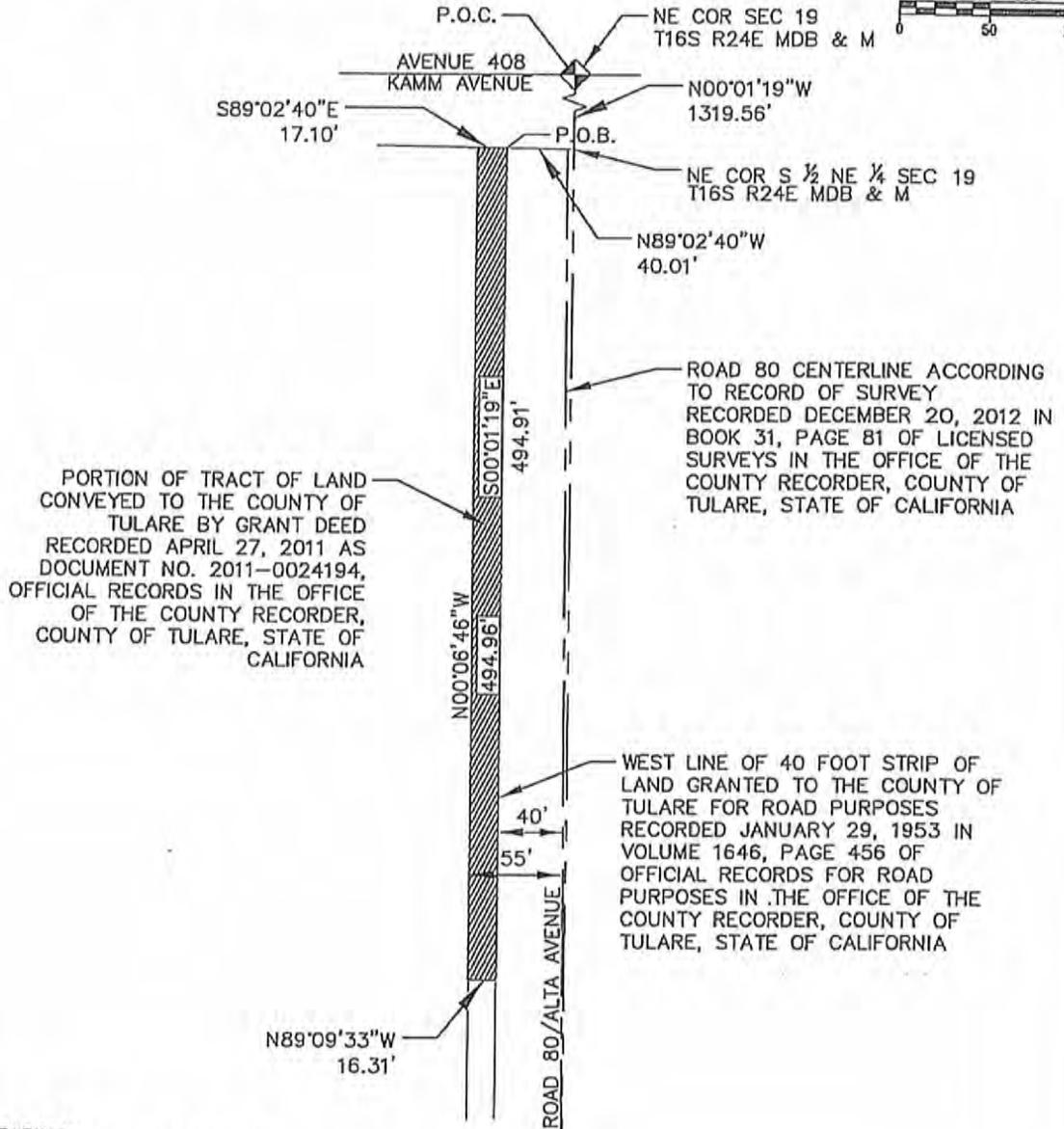
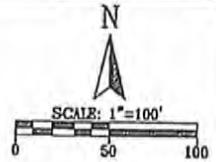
Philip Ray Slitor
Philip Ray Slitor

5/6/2014
Date



ROAD 80 RIGHT OF WAY ACQUISITION

APN: 030-010-008



BASIS OF BEARING:
CALIFORNIA STATE PLANE COORDINATE
SYSTEM, NAD 83, ZONE IV



Philip Ray Slitor
SIGNATURE
5/6/2014
DATE

E 1/4 COR SEC 19
T16S R24E MDB & M

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

SECTION CORNER

PLAT MAP
COUNTY OF TULARE
5961 S. MOONEY BLVD.
VISALIA, CA 93277

TULARE COUNTY
RESOURCE MANAGEMENT
AGENCY
5961 SOUTH MOONEY BLVD.
VISALIA, CA 93277



EXHIBIT 2A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 030-120-040

Description:

Two (2) parcels of land lying in the north one half of the southwest one-quarter of the northwest one-quarter of Section 20, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being portions of that tract of land which was conveyed to Del Valle Capital Corporation, a California Corporation by that certain GRANT DEED recorded January 12, 2005 as Document No. 2005-0003191, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows:

Parcel 1

Beginning at a point on the south line of the north one-half of the south one-half of the north one-half of the southwest one-quarter of the northwest one-quarter of said Section 20 which bears S88°26'40"E 40.02' from the southwest corner thereof and being the intersection of said south line with the east line of that certain 40.00' strip of land granted to the County of Tulare for road purposes;

Thence N00°01'19"W 244.83' along said east line to a point on the most southerly north line of grantors property;

Thence departing from said east line S88°25'58"E 23.31' along said north line;

Thence departing from said north line S00°06'46"E 244.83' to a point on the south line of the north one-half of the south one-half of the north one-half of the southwest one-quarter of the northwest one-quarter of said Section 20;

Thence N88°26'40"W 23.70' along said south line to the point of beginning.

Containing 5,752 square feet or 0.1321 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633

End of Description

Parcel 2

Beginning at a point on the north line of the southwest one-quarter of the northwest one-quarter of said Section 20 which bears S88°25'58"E 40.02' from the northwest corner thereof and being the intersection of said north line with the east line of that certain 40.00' strip of land granted to the County of Tulare for road purposes;

Thence S88°25'58"E 22.91' along the north line of the southwest one-quarter of the northwest one-quarter of said Section 20;
Thence departing from said north line S00°06'46"E 120.01' to a point on the most northerly south line of grantors property;
Thence N88°25'58"W 23.10' along said south line to a point on east line of that that certain 40.00' strip of land granted to the County of Tulare for road purposes;
Thence N00°01'19"W 120.00' along said east line to the point of beginning.

Containing 2,760 square feet or 0.0634 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633

End of Description

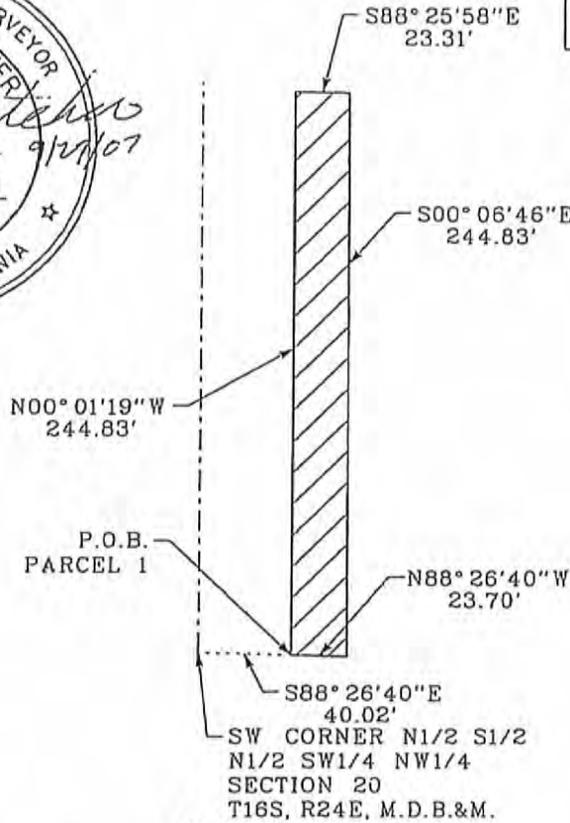


EXHIBIT 2B

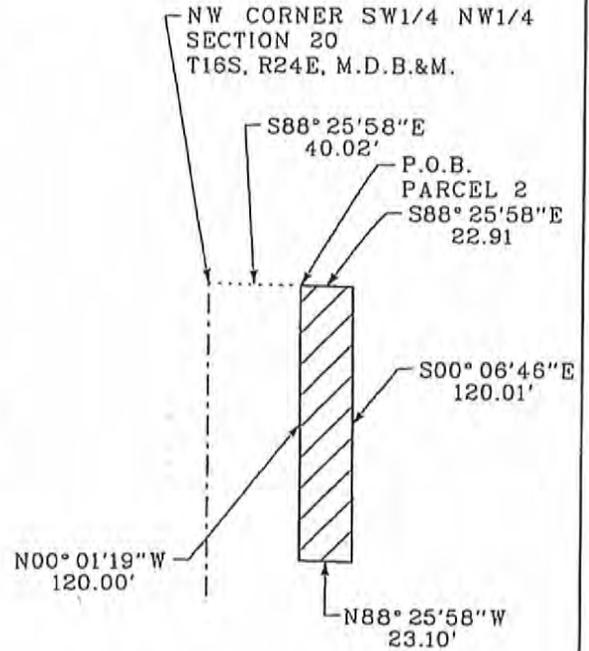


LEGEND:

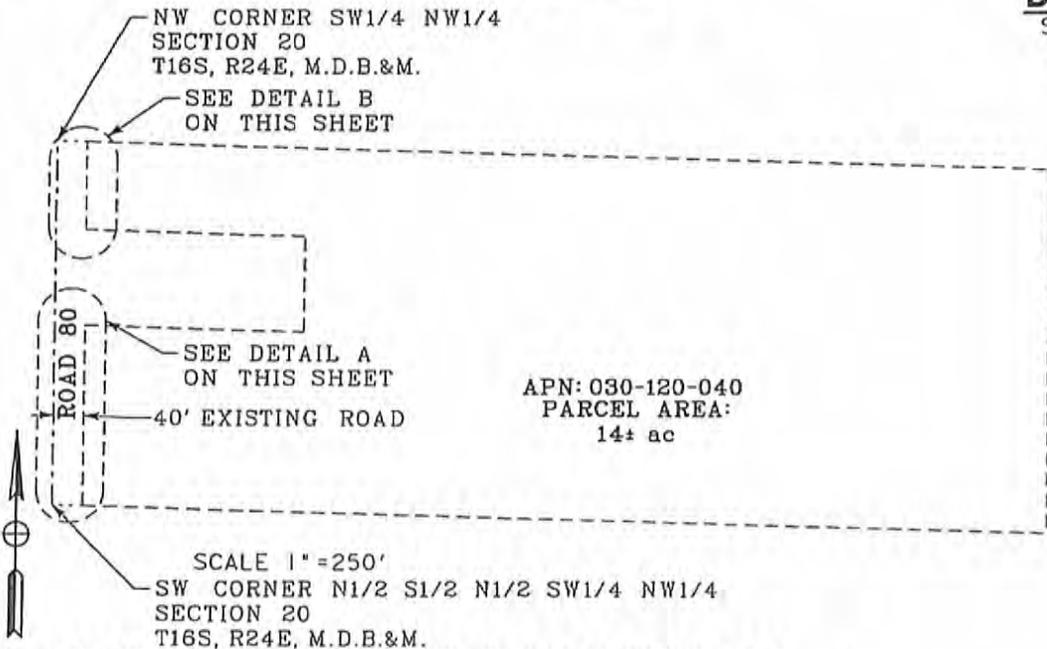
 RIGHT OF WAY ACQUISITION
 5,752 sf (0.1321ac) PARCEL 1
 2,760 sf (0.0634ac) PARCEL 2



DETAIL A
 SCALE 1" = 80'



DETAIL B
 SCALE 1" = 80'



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CORRECT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP	COUNTY OF TULARE STATE OF CALIFORNIA	RIGHT OF WAY
DEL VALLE CAPITAL CORP 1012 10TH ST MODESTO, CA 95354 APN: 030-120-040	 2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630	PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING

EXHIBIT 3A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 030-120-041

Description:

A parcel of land lying in the southwest one-quarter of the northwest one-quarter of Section 20, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being a portion of that tract of land which was conveyed to Gustavo Martinez by that certain GRANT DEED recorded February 2, 2007 as Document No. 2007-0011741, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows:

Beginning at a point on the north line of grantors property which bears S88°25'58"E 40.02' and S00°01'19"E 120.00' from the northwest corner of the southwest one-quarter of the northwest one-quarter of said Section 20 and being on the east line of that certain 40.00' strip of land granted to the County of Tulare for road purposes;

Thence S88°25'58"E 23.10' along the north line of grantors property;

Thence departing from said north line S00°06'46"E 130.01 to a point on the south line of grantors property;

Thence N88°25'58"W 23.31' along the south line of grantors property to a point on the east line of that certain 40.00' strip of land granted to the County of Tulare for road purposes;

Thence N00°01'19"W 130.00' along the east line of said 40.00' strip to the point of beginning.

Containing 3,016 square feet or 0.0692 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633

End of Description

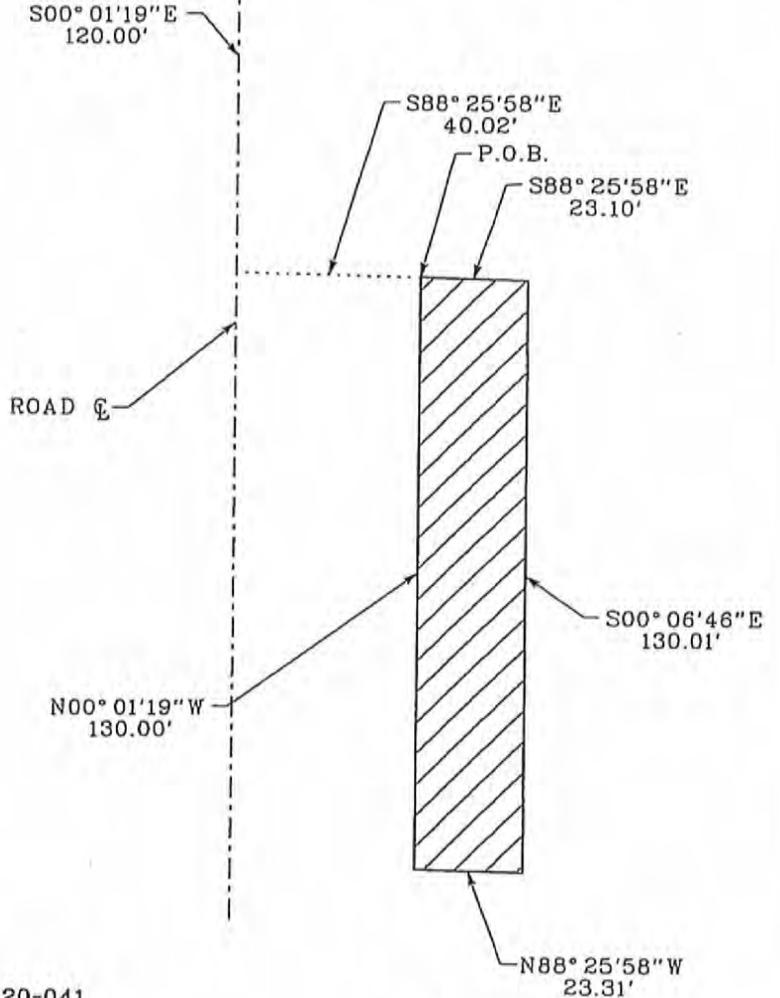


EXHIBIT 3B

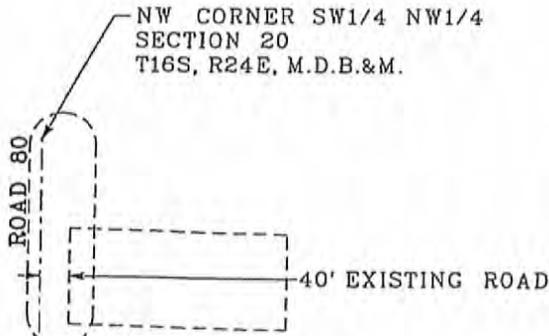
NW CORNER SW1/4 NW1/4
SECTION 20
T16S, R24E, M.D.B.&M.



LEGEND:
 RIGHT OF WAY AQUISITION
 3,016 sf (0.0692ac)



DETAIL A
SCALE 1" = 80'



SEE DETAIL A ON THIS SHEET

APN: 030-120-041
PARCEL AREA:
1± ac

SCALE 1" = 250'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP		RIGHT OF WAY	
GUSTAVO MARTINEZ 40572 ROAD 80 DINUBA, CA 93618 APN: 030-120-041		COUNTY OF TULARE STATE OF CALIFORNIA 2365 IRON POINT ROAD, SUITE 200 (916) 958-0642 FOLSOM, CA 95630	PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING

EXHIBIT 4A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 030-010-007

Description:

A parcel of land lying in the east one-half of the north one-half of the northeast one-quarter of Section 19, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being a portion of that tract of land which was conveyed to ERIC WUHL and SUZANNE WUHL, Co-Trustees, THE ERIC AND SUZANNE WUHL FAMILY TRUST by that certain GRANT DEED recorded July 19 2002 as Document No. 2002-0054215, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point which bears N88°53'01"W 40.01' and S00°01'19"E 25.00' from the northeast corner of said Section 19 and being the intersection of the west line of that certain 40.00' strip of land granted to the County of Tulare for road purposes by deed recorded in Book 1648, Page 480, Official Records, with the south line of that certain 25.00' strip of land granted to the County of Tulare for road purposes;

Thence S00°01'19"E 1294.66' along the west line of said 40.00' strip to a point on the south line of the east one-half of the north one-half of the northeast one-quarter of Section 19;

Thence N89°02'40"W 10.10' along said south line;

Thence departing from said south line N00°00'58"W 1234.76';

Thence N41°16'34"W 41.43';

Thence N88°53'01"W 100.81';

Thence N72°28'56"W 103.84' to a point in the south line of that certain 25.00' strip of land granted to the County of Tulare for road purposes;

Thence S88°53'01"E 237.14' along said south line to the point of beginning.

Containing 18,612 square feet or 0.4273 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

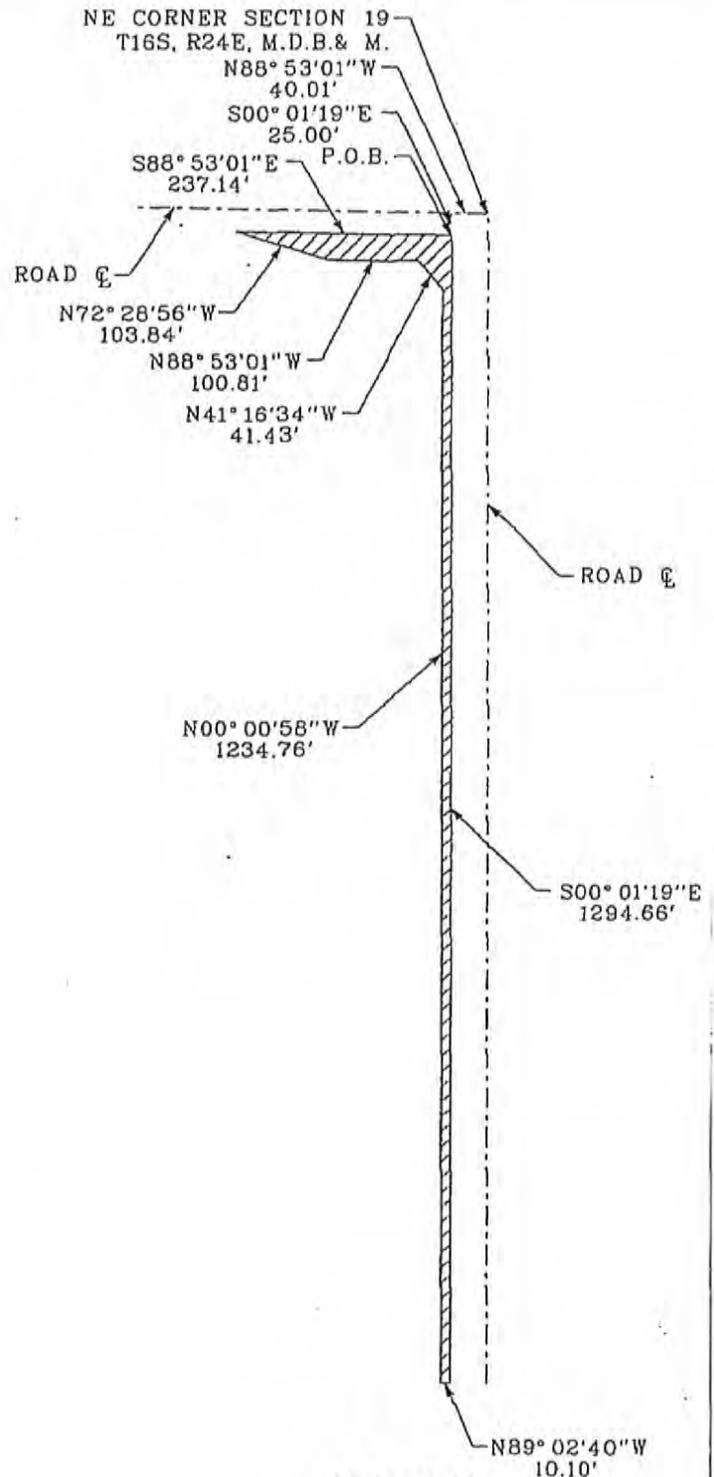


EXHIBIT 4B



LEGEND:

RIGHT OF WAY ACQUISITION
18,612 sf (0.4273ac)



DETAIL A
SCALE 1" = 200'



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP

WUHL FAMILY TRUST, ETAL
P.O. BOX 127
SANGER, CA 93657
APN: 030-010-007

COUNTY OF TULARE
STATE OF CALIFORNIA



RIGHT OF WAY

PROJECT
**ROAD 80 / PLAZA DRIVE
ROAD WIDENING**

EXHIBIT 5A

Road 80

Right of Way Acquisition

Property: A.P.N. 017-020-023

Description:

A parcel of land lying in the southeast one-quarter of the southeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being a portion of that tract of land which was conveyed to EDWARD A. DAVIDIAN and GEORGIA A. DAVIDIAN, as Trustees of the Davidian Family Revocable Trust of June 8, 2000 by that certain Grant Deed recorded June 9, 2000 as Document No. 2000-0036359, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point which bears N88°53'01"W 30.01' and N00°04'36"W 25.01' from the southeast corner of said Section 18 and being the intersection of the west line of that certain 30.00' strip of land granted to the County of Tulare for road purposes by deed recorded in Book 791, Page 305, Official Records, with the north line of that certain 25.00' wide road as shown on KARNAK VINEYARD TRACT as recorded in Volume 15 of Maps at Page 35, Official Records, Tulare County California;

Thence N88°53'01"W 45.08' along said north line;

Thence departing from said north line N41°22'36"E 37.91';

Thence N00°05'22"W 499.03';

Thence N00°27'05"E 117.12' to a point on the north line of grantors property;

Thence S88°53'01"E 19.01' along said north line to a point on the west line of that certain 30.00' strip of land granted to the County of Tulare for road purposes by deed recorded in Book 791, Page 305, Official Records;

Thence S00°04'36"E 645.10' along said west line to the point of beginning.

Containing 13,225 square feet or 0.3036 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

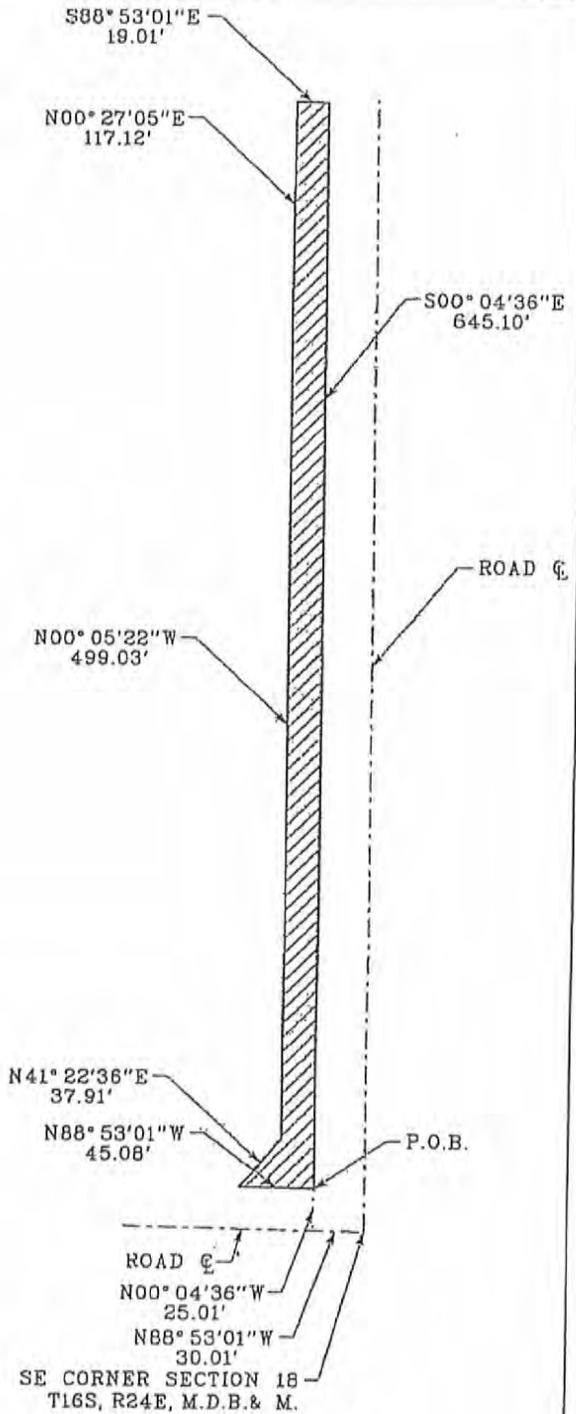
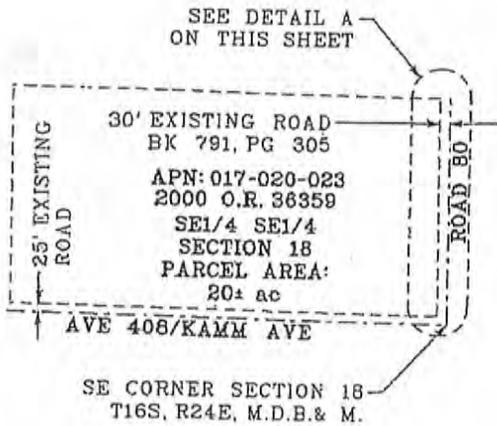
End of Description



EXHIBIT 5B



LEGEND:
 RIGHT OF WAY ACQUISITION
 13,225 sf (0.3036ac)



DETAIL A
 SCALE 1" = 100'

SCALE 1" = 500'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP	COUNTY OF TULARE STATE OF CALIFORNIA	RIGHT OF WAY
EDWARD & GEORGIA DAVIDIAN, TRUSTEES 1593 S ALTA AVE DINUBA, CA 93618 APN: 017-020-023	 2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630	PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING

EXHIBIT 6A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-020-048

Description:

A parcel of land lying in the southeast one-quarter of the southeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being a portion of that tract of land which was conveyed to NICK J. ENNS AND ROSEMARY ENNS, CO TRUSTEES OF THE NICK J. ENNS AND ROSEMARY ENNS FAMILY TRUST DATED 5-1-84 by that certain TRUSTEES DEED UPON SALE recorded July 14, 2009 as Document No. 2009-43512, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point on the north line of the southeast one-quarter of the southeast one-quarter of said Section 18 which bears N88°53'01"W 30.01' from the northeast corner thereof and being the intersection of said north line with the west line of that certain 30.00' strip of land granted to the County of Tulare for road purposes by deed recorded in Book 791, Page 305, Official Records;

Thence S00°04'36"E 649.98' along said west line to a point on the south line of grantors property;

Thence N88°53'01"W 19.01' along said south line;

Thence departing from said south line N00°27'05"E 645.91';

Thence N00°34'23"W 3.98' to a point on the north line of the southeast one-quarter of the southeast one-quarter of said Section 18;

Thence S88°53'01"E 13.09' along said north line to the point of beginning.

Containing 10,405 square feet or 0.2389 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 6B

NE CORNER SE1/4 SE1/4 SECTION 18
T16S, R24E, M.D.B.&M.



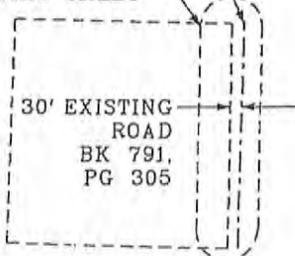
N88° 53'01" W
30.01'
P.O.B.
S88° 53'01" E
13.09'
N00° 34'23" W
3.98'

LEGEND:

RIGHT OF WAY ACQUISITION
10,405 sf (0.2389ac)

NE CORNER SE1/4 SE1/4 SECTION 18
T16S, R24E, M.D.B.&M.
SEE DETAIL A
ON THIS SHEET

APN: 077-020-048
2009-43512
SE1/4 SE1/4
SECTION 18
PARCEL AREA:
9.7± ac



N00° 27'05" E
645.91'
S00° 04'36" E
649.98'
N88° 53'01" W
19.01'

ROAD $\text{\textcircled{C}}$

DETAIL A
SCALE 1"=100'

SCALE 1"=500'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE
SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO
CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP		COUNTY OF TULARE STATE OF CALIFORNIA		RIGHT OF WAY	
ENNS FAMILY TRUST DATED 5-1-84 3189 FINLEY DRIVE KINGSBURG, CA 93631 APN 017-020-048		 2365 IRON POINT ROAD, SUITE 200 (916) 658-0642 FOLSOM, CA 95630		PROJECT	
				ROAD 80 / PLAZA DRIVE ROAD WIDENING	

EXHIBIT 7A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-020-045

Description:

A parcel of land lying in the northeast one-quarter of the southeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being a portion of LOT 1 of the KARNAK VINEYARD TRACT, as recorded in Volume 15 of Maps at Page 35, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point on the south line of the northeast one-quarter of the southeast one-quarter of said Section 18 which bears $N88^{\circ}53'01''W$ 20.00' from the southeast corner thereof and being the intersection of said south line with the west line of that certain 20.00' wide road as shown on said KARNAK VINEYARD TRACT;

Thence $N88^{\circ}53'01''W$ 23.09' along the south line of the northeast one-quarter of the southeast one-quarter of said Section 18;

Thence departing from said south line $N00^{\circ}34'23''W$ 660.27' to a point on the north line of grantors property;

Thence $S88^{\circ}53'01''E$ 28.81' along said north line to a point on the west line of that certain 20.00' wide road as shown on said KARNAK VINEYARD TRACT;

Thence $S00^{\circ}04'36''E$ 660.12' along said west line to the point of beginning.

Containing 17,127 square feet or 0.3932 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 7B



LEGEND:
 RIGHT OF WAY ACQUISITION
 17,127 sf (0.3932ac)

S88° 53' 01" E
 28.81'

N00° 34' 23" W
 660.27'

ROAD CL

DETAIL A
 SCALE 1" = 100'

S00° 04' 36" E
 660.12'

N88° 53' 01" W
 23.09'

P.O.B.
 N88° 53' 01" W
 20.00'

SE CORNER NE1/4
 SE1/4 SECTION 18
 T16S, R24E, M.D.B. & M.

SEE DETAIL A
 ON THIS SHEET

APN: 017-020-045
 96 O.R. 60097
 PARCEL AREA:
 29± ac

20' EXISTING ROAD
 15 BM 35

ROAD 80

SE CORNER NE1/4 SE1/4 SECTION 18
 T16S, R24E, M.D.B. & M.

SCALE 1" = 500'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP

CITY OF DINUBA
 REDEVELOPMENT AGENCY
 405 E EL MONTE WAY
 DINUBA, 93618
 APN: 017-020-045

COUNTY OF TULARE
 STATE OF CALIFORNIA



RIGHT OF WAY

PROJECT

**ROAD 80 / PLAZA DRIVE
 ROAD WIDENING**

EXHIBIT 8A

Road 80
Right of Way Acquisition

Property: A.P.N. 017-173-004

Description:

A parcel of land lying in fractional Block 71 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Beginning at the point of intersection of the west line of the northwest one-quarter of the southwest one-quarter of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, with the southeasterly right of way line of Kern Street as said Kern Street is shown on said Map recorded in Book 3, Page 15 of Maps and being $N00^{\circ}04'36''W$ 144.49' from the southwest corner of the northwest one-quarter of the southwest one-quarter of said Section 17;

Thence $N47^{\circ}42'09''E$ 69.23' along said right of way line;

Thence departing from said right of way line $S00^{\circ}34'23''E$ 155.96' to a point on the southwesterly line of said fractional Block 71;

Thence $N42^{\circ}22'15''W$ 78.20' along said southwesterly line to a point on the west line of the northwest one-quarter of the southwest one-quarter of said Section 17;

Thence $N00^{\circ}04'36''W$ 51.58' along said westerly line to the point of beginning.

Containing 5,387 square feet or 0.1237 acres, of which 2,451 square feet or 0.0563 acres lie within the existing roadway.

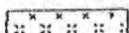
The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

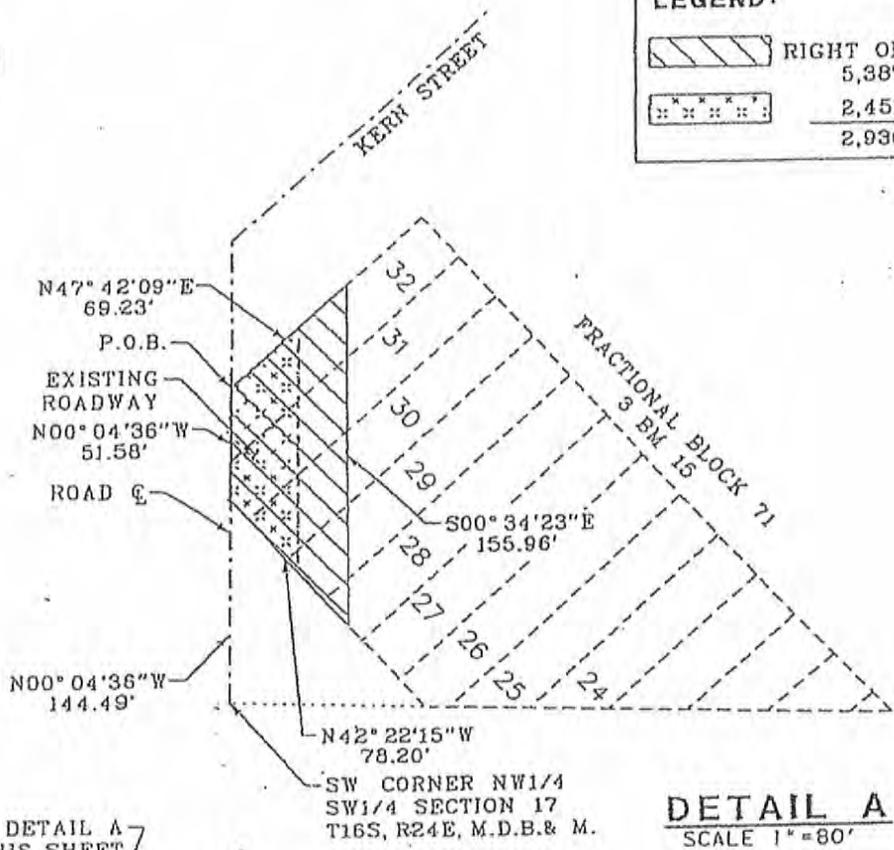
End of Description



EXHIBIT 8B

LEGEND:

	RIGHT OF WAY ACQUISITION 5,387 sf (0.1237ac) GROSS
	2,451 sf (0.0563ac) EX ROADWAY
	2,936 sf (0.0674ac) NET



DETAIL A
SCALE 1" = 80'

SEE DETAIL A ON THIS SHEET



APN: 017-173-004
2005 O.R. 138993
PARCEL AREA:
0.74 ac

SW CORNER NW1/4 SW1/4 SECTION 17
T16S, R24E, M.D.B. & M.

SCALE 1" = 250'



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

<p>PLAT MAP</p> <p>LUIS G ARCEO 1610 N EATON AVE DINUBA, CA 93618 APN: 017-173-004</p>	<p>COUNTY OF TULARE STATE OF CALIFORNIA</p>	<p>RIGHT OF WAY</p>
	<p>DODOKKEN 2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630</p>	<p>PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING</p>

EXHIBIT 9A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-183-003

Description:

A parcel of land lying in fractional Block 72 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Beginning at a point which bears N00°04'36"W 279.74' and N89°55'24"E 30.00' from the southwest corner of the northwest one-quarter of the southwest one-quarter of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, said point also being the intersection of the northwesterly right of way line of KERN STREET as shown on said Map with the easterly right of way line of ALTA AVENUE;

Thence from said point of beginning N47°42'13"E 27.47' along the northwesterly right of way line of said KERN STREET;

Thence departing from said northwesterly right of way line N00°34'23"W 152.62';

Thence N44°25'37"E 38.37' to a point on the arc of a 27.00' radius non-tangent curve to the right;

Thence along the arc of said 27.00' radius non-tangent curve to the right (from a tangent which bears N89°42'06"E) a distance of 7.03' through a central angle of 14°55'08" and being subtended by a chord bearing and distance of S82°50'19"E 7.01' to a point on the southwesterly right of way line of "Q" STREET as shown on said Map

Thence N42°22'23"W 78.56' along said southwesterly right of way line to a point on the easterly right of way line of ALTA AVENUE;

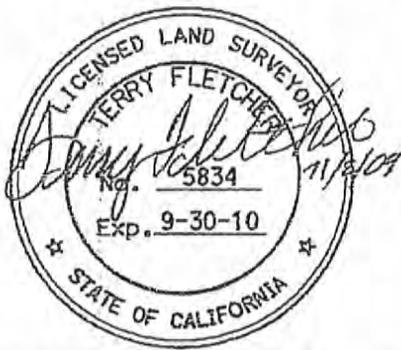
Thence S00°04'36"E 255.67' along said easterly right of way line to the point of beginning.

Containing 5,571 square feet or 0.1279 acres, more or less.

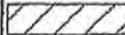
The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

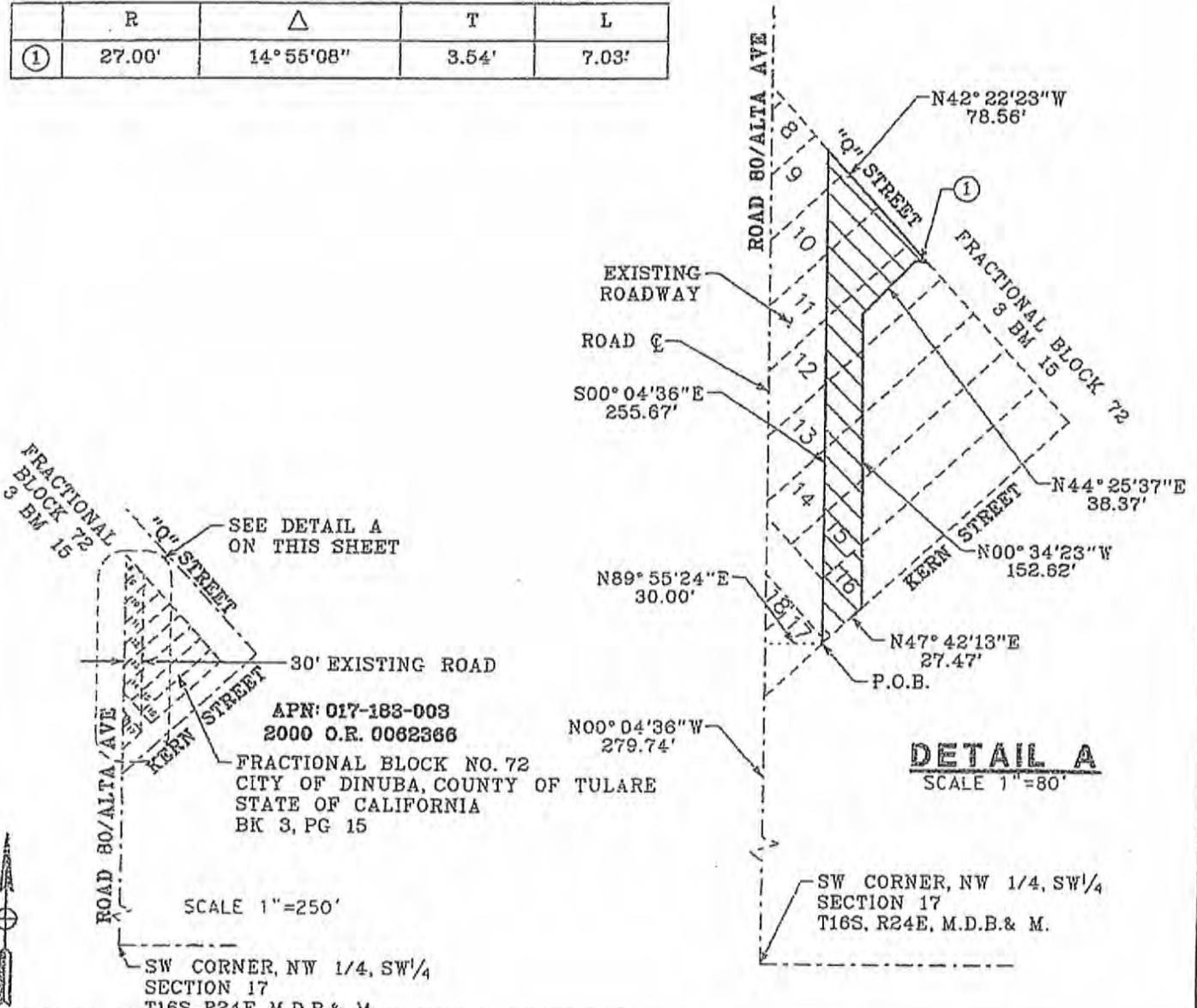




LEGEND:

 RIGHT OF WAY ACQUISITION
5,571 sf (0.1279ac)

	R	△	T	L
①	27.00'	14° 55' 08"	3.54'	7.03'



DETAIL A
SCALE 1"=80'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

<p>PLAT MAP</p> <p>FAREED ODEH SAPHIEH 412 E PARLIER AVE REEDLEY, CA 93618 APN: 017-183-003</p>	<p>COUNTY OF TULARE STATE OF CALIFORNIA</p> <p>DEDOKKEN ENGINEERING</p> <p>2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630</p>	<p>RIGHT OF WAY</p> <p>PROJECT</p> <p>ROAD 80 / PLAZA DRIVE ROAD WIDENING</p>
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EXHIBIT 10A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-020-019

Description:

A parcel of land lying in the northeast one-quarter of the southeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being a portion of PARCEL 2 of PARCEL MAP No. 4855, recorded September 27, 2007 in Book 49 of Parcel Maps at Page 60 in the Office of the County Recorder of Tulare County, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point on the north line said PARCEL 2 which bears $S00^{\circ}04'36''E$ 510.97' and $N88^{\circ}53'01''W$ 48.01' from the northeast corner of the northeast one-quarter of the southeast one-quarter of said Section 18 and being the intersection of said north line with the west line of that certain 48.00' wide strip of land dedicated to the City of Dinuba for road purposes as shown on said Parcel Map;

Thence $S00^{\circ}04'36''E$ 148.99' along said west line to a point on the south line of said PARCEL 2;

Thence $N88^{\circ}53'01''W$ 0.81' along the south line of said PARCEL 2;

Thence departing from said south line $N00^{\circ}34'23''W$ 149.02' to a point on the north line of said PARCEL 2;

Thence $S88^{\circ}53'01''E$ 2.10' along said north line to the point of beginning.

Containing 216 square feet or 0.0050 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description





LEGEND:

 RIGHT OF WAY ACQUISITION
216 sf (0.0050ac)

EAST 1/4 CORNER SECTION 18
T16S, R24E, M.D.B. & M.

N88° 53'01"W
48.01'

S88° 53'01"E
2.10'

S00° 04'36"E
510.97'

P.O.B.

ROAD C

N00° 34'23"W
149.02'

S00° 04'36"E
148.99'

DETAIL A
SCALE 1" = 40'

EAST 1/4 CORNER SECTION 18
T16S, R24E, M.D.B. & M.

APN: 017-020-019
PARCEL 2
49 PM 60
PARCEL AREA:
2.37± ac

SEE DETAIL A
ON THIS SHEET

48' EXISTING ROAD
49 PM 60

ROAD 80

N88° 53'01"W
0.81'

SCALE 1" = 250'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000833.

PLAT MAP

DINUBA BUDDIST CHURCH
P.O. BOX 546
DINUBA, CA 93618
APN: 017-020-019

COUNTY OF TULARE
STATE OF CALIFORNIA

DE DOKKEN
ENGINEERING
2365 IRON POINT ROAD, SUITE 200 (916) 858-0642
FOLSOM, CA 95630

RIGHT OF WAY

PROJECT

**ROAD 80 / PLAZA DRIVE
ROAD WIDENING**

LEGAL DESCRIPTION

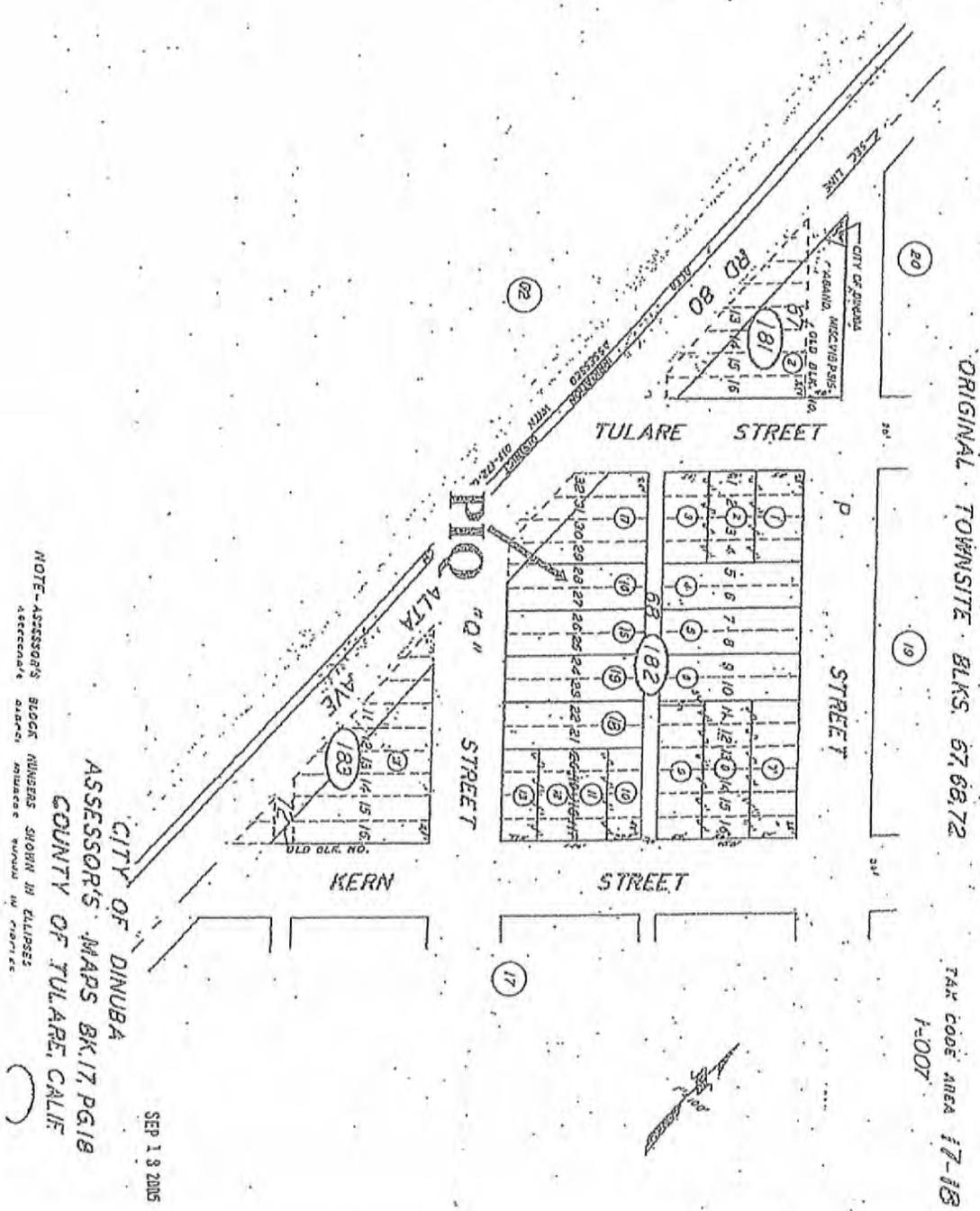
EXHIBIT 11A

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

LOTS 27 AND 28 IN BLOCK 68 IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 15 OF MAPS, TULARE COUNTY RECORDS.

APN: 017-182-016

DISCLAIMER
 THIS MAP WAS PREPARED FOR LOCAL
 GOVERNMENT PURPOSES ONLY.
 THE CITY OF DINUBA, CALIF. DOES NOT
 WARRANT THE ACCURACY OF THE
 INFORMATION SHOWN HEREON AND
 ASSUMES NO LIABILITY FOR
 DAMAGES OF ANY KIND ARISING
 FROM THE USE OF THIS INFORMATION.



ORIGINAL TOWNSITE BLKS. 57, 66, 72

TAX CODE AREA 17-18
 1-007

CITY OF DINUBA
 ASSESSOR'S MAPS BK 17 PG 18
 COUNTY OF TULARE, CALIF

SEP 13 2005

NOTE-ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES
 ASSESSOR'S ADDRESS NUMBERS SHOWN IN CIRCLES

EXHIBIT 12A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-020-019

Description:

A parcel of land lying in the northeast one-quarter of the southeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being a portion of PARCEL 1 of PARCEL MAP No. 4855, recorded September 27, 2007 in Book 49 of Parcel Maps at Page 60 in the Office of the County Recorder of Tulare County, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point on the north line said PARCEL 1 which bears $S00^{\circ}04'36''E$ 417.97' and $N88^{\circ}53'01''W$ 48.01' from the northeast corner of the northeast one-quarter of the southeast one-quarter of said Section 18 and being the intersection of said north line with the west line of that certain 48.00' wide strip of land dedicated to the City of Dinuba for road purposes as shown on said Parcel Map;

Thence $S00^{\circ}04'36''E$ 92.99' along said west line to a point on the south line of said PARCEL 1;

Thence $N88^{\circ}53'01''W$ 2.10' along the south line of said PARCEL 1;

Thence departing from said south line $N00^{\circ}34'23''W$ 93.01' to a point on the north line of said PARCEL 1;

Thence $S88^{\circ}53'01''E$ 2.90' along said north line to the point of beginning.

Containing 233 square feet or 0.0053 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

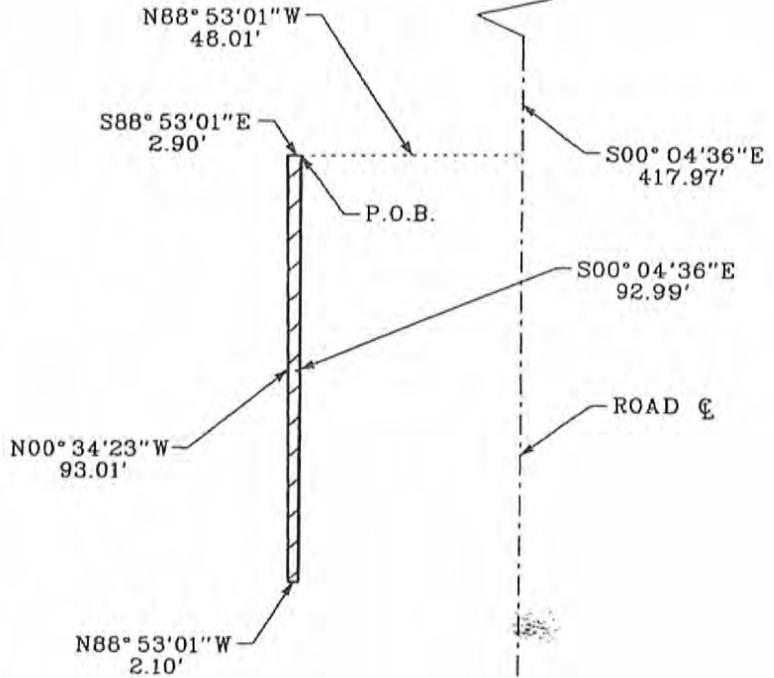


EXHIBIT 12B



LEGEND:
 **RIGHT OF WAY ACQUISITION**
 233 sf (0.0053ac)

EAST 1/4 CORNER SECTION 18
 T16S, R24E, M.D.B. & M.



EAST 1/4 CORNER SECTION 18
 T16S, R24E, M.D.B. & M.

APN: 017-020-019
 PARCEL 1
 49 PM 60
 PARCEL AREA:
 0.76± ac

SEE DETAIL A
 ON THIS SHEET

48' EXISTING ROAD
 49 PM 60

ROAD 80

DETAIL A
 SCALE 1" = 40'

SCALE 1" = 250'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP		RIGHT OF WAY	
JOSEPH PIERPOINT & SONYA LYNN MORGAN DINUBA, CA 93618 APN: 017-020-019		COUNTY OF TULARE STATE OF CALIFORNIA  2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630	
		PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING	

EXHIBIT 13A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-182-017

Description:

A parcel of land lying in Lots 29, 30, 31 & 32 of fractional Block 68 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Beginning at the point of intersection of the west line of the northwest one-quarter of the southwest one-quarter of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, with the southeasterly right of way line of Tulare Street as said Tulare Street is shown on said Map recorded in Book 3, Page 15 of Maps and being $N00^{\circ}04'36''W$ 792.13' from the southwest corner of the northwest one-quarter of the southwest one-quarter of said Section 17;

Thence $N47^{\circ}41'58''E$ 61.72' along said right of way line;

Thence departing from said right of way line $S00^{\circ}34'23''E$ 133.86' to a point on the southeasterly line of Lot 29 of said fractional Block 68;

Thence $S47^{\circ}41'58''W$ 43.03' along the southeasterly line of Lot 29 of said fractional Block 68 to the most southerly corner thereof;

Thence $N42^{\circ}22'15''W$ 22.29' along the southwesterly line of Lot 29 of said fractional Block 68 to a point on the west line of the northwest one-quarter of the southwest one-quarter of said Section 17;

Thence $N00^{\circ}04'36''W$ 104.82' along said west line to the point of beginning.

Containing 6,019 square feet or 0.1382 acres, of which 3,822 square feet or 0.0877 acres lie within the existing roadway.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 13B



LEGEND:

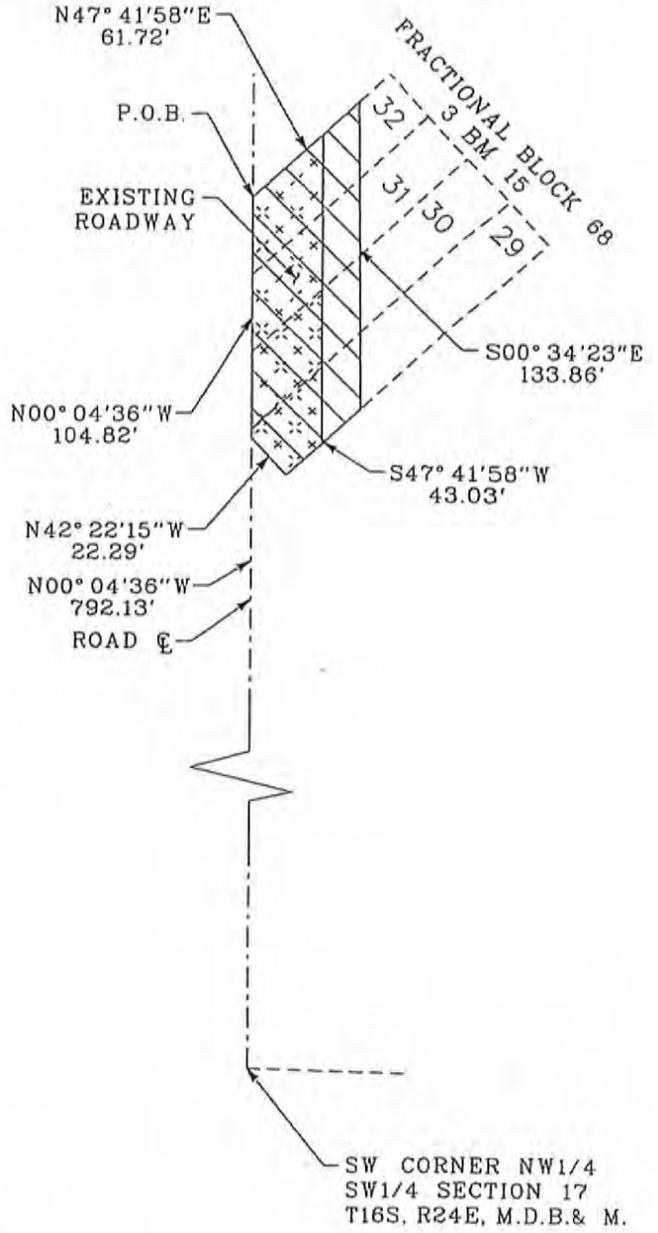
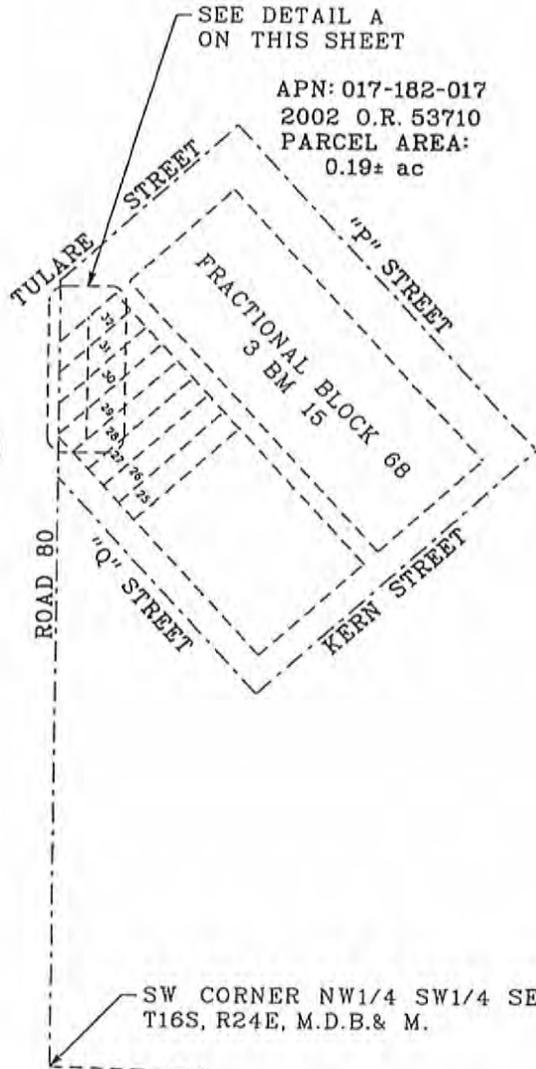


RIGHT OF WAY ACQUISITION
6,019 sf (0.1382ac) GROSS



3,822 sf (0.0877ac) EX ROADWAY

2,197 sf (0.0504ac) NET



DETAIL A
SCALE 1" = 80'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP

FELIPE FLORES
1515 E SUNNYVIEW AVE
VISALIA, CA 93291
APN: 017-182-017

COUNTY OF TULARE
STATE OF CALIFORNIA



RIGHT OF WAY

PROJECT
**ROAD 80 / PLAZA DRIVE
ROAD WIDENING**

EXHIBIT 14A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-272-008

Description:

A parcel of land lying in Lot 15 of Manton Addition to the City of Dinuba, County of Tulare, State of California as per map recorded in Book 24, Page 31 of Maps in the office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Commencing at the southeast corner of said Lot 15; Thence N00°04'36"W 95.43' along the east line of said Lot 15 to the beginning of a 20.00' radius tangent curve to the left; Thence continuing along the east line of said Lot 15 along the arc of said 20.00' radius tangent curve to the left a distance of 1.57' through a central angle of 04°30'19" and being subtended by a chord bearing and distance of N02°19'46"W 1.57' to the TRUE POINT OF BEGINNING;

Thence from said TRUE POINT OF BEGINNING N45°01'03"W 25.94' to a point on the arc of a 20.00' radius non-tangent curve to the right;

Thence along the arc of said 20.00' radius non-tangent tangent curve to the right (from a tangent which bears S85°27'11"E) a distance of 28.23' through a central angle of 80°52'16" and being subtended by a chord bearing and distance of S45°01'03"E 25.94' to the point of beginning.

Containing 85 square feet or 0.0019 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

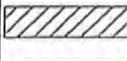


EXHIBIT 14B



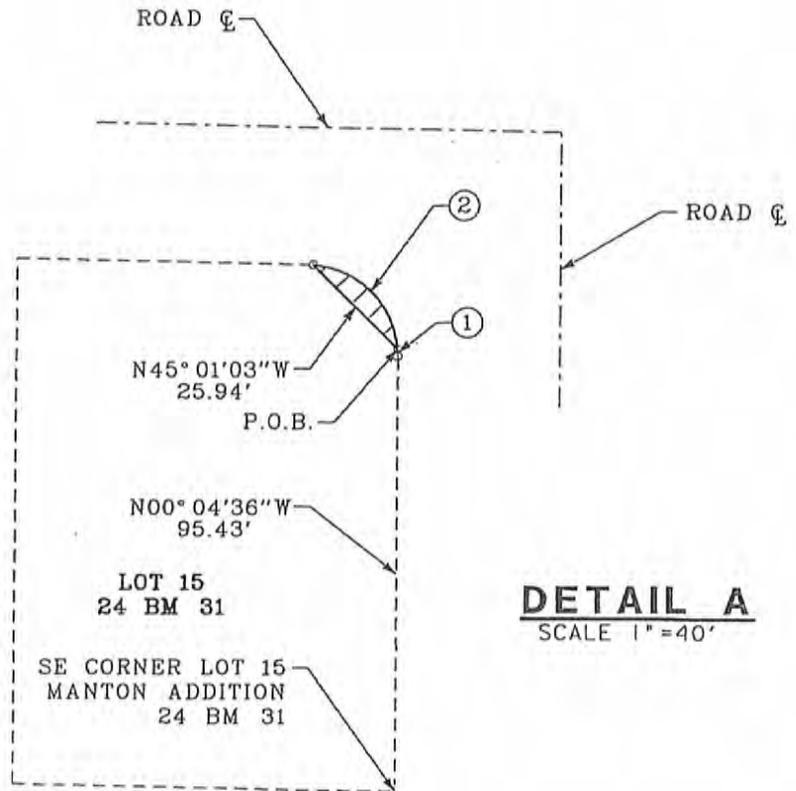
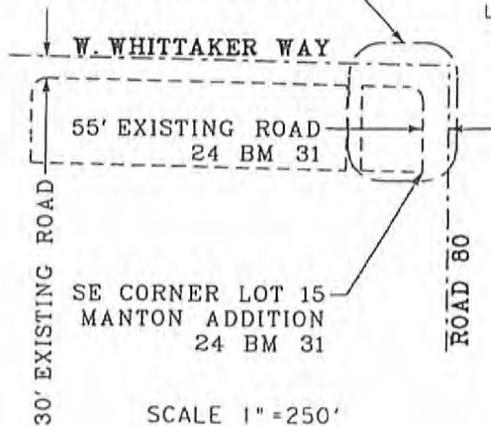
	R	△	T	L
①	20.00'	4° 30'19"	0.79'	1.57'
②	20.00'	80° 52'16"	17.04'	28.23'

LEGEND:

 RIGHT OF WAY ACQUISITION
85 sf (0.0019ac)

APN: 017-272-008
93 O.R. 22343
LOT 15
24 BM 31
PARCEL AREA:
0.22± ac

SEE DETAIL A
ON THIS SHEET



DETAIL A
SCALE 1" = 40'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000833.

PLAT MAP

BASILIO & RACHEL ARIAS
621 HARVARD
DINUBA, CA 93618
APN: 017-272-008

COUNTY OF TULARE
STATE OF CALIFORNIA



RIGHT OF WAY

PROJECT
**ROAD 80 / PLAZA DRIVE
ROAD WIDENING**

EXHIBIT 15

THAT PORTION OF FRACTIONAL BLOCK 67 OF THE CITY OF DINUBA, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 15 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THE ABANDONED STREET ADJACENT TO SAID BLOCK 67 SHOWN AS "P" STREET ON THE ABOVE MENTIONED MAP, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE DRAWN PARALLEL WITH AND 40 FEET DISTANT NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF P STREET, AS SAID P STREET FORMERLY EXISTED AND IS SHOWN ON MAP RECORDED IN BOOK 3, PAGE 15 OF MAPS, WHICH POINT IS DISTANT 30 FEET EAST FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID POINT HEREINAFTER DESCRIBED AS POINT A; THENCE SOUTH PARALLEL WITH SAID WEST LINE A DISTANCE OF 35 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH PARALLEL TO AND DISTANT 30 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE SOUTHEASTERLY LINE BLOCK 67 OF THE CITY OF DINUBA, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT, WHICH IS 40 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF P STREET, THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANT 40 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID P STREET TO A POINT WHICH IS 35 FEET SOUTHEASTERLY FROM SAID POINT A, THENCE SOUTHWESTERLY TO THE TRUE POINT OF BEGINNING.

EXCEPTING AND RESERVING UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL MINERALS, AND ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED FEET, WITHOUT THE RIGHT OF SURFACE ENTRY.

APN: 017-181-002

EXHIBIT 16A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-271-017

Description:

A parcel of land lying in Lot 14 of Manton Addition to the City of Dinuba, County of Tulare, State of California as per map recorded in Book 24, Page 31 of Maps in the office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Commencing at the southwest corner of said Lot 14; Thence S88°53'01"E 62.60' along the south line of said Lot 14 to the beginning of a 20.00' radius tangent curve to the left; Thence continuing along the south line of said Lot 14 on the arc of said 20.00' radius tangent curve to the left a distance of 0.07' through a central angle of 00°12'21" and being subtended by a chord bearing and distance of S88°59'12"E 0.07' to the TRUE POINT OF BEGINNING;

Thence from said TRUE POINT OF BEGINNING N44°47'31"E 28.84' to a point on the east line of said Lot 14;

Thence S00°04'36"E 0.44' along the east line of said Lot 14 to the beginning of a 20.00' radius tangent curve to the right;

Thence along the arc of said 20.00' radius tangent curve to the right a distance of 31.76' through a central angle of 90°59'14" and being subtended by a chord bearing and distance of S45°25'01"W 28.53' to the point of beginning.

Containing 122 square feet or 0.0028 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



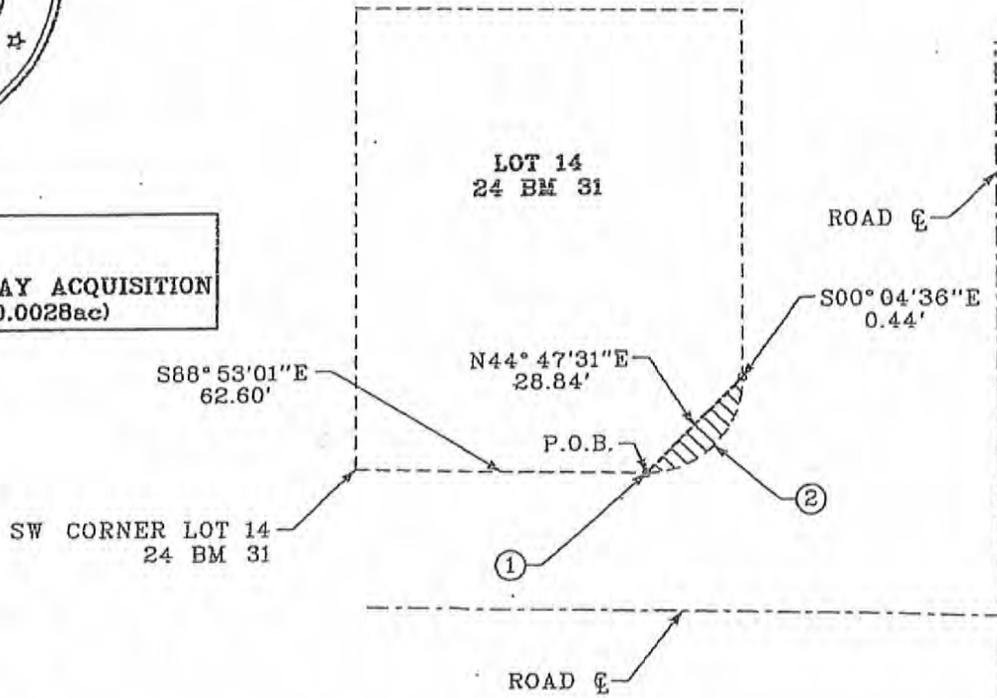
EXHIBIT 16B



	R	Δ	T	L
①	20.00'	00° 12' 21"	0.04'	0.07'
②	20.00'	90° 59' 14"	20.35'	31.76'

LEGEND:

RIGHT OF WAY ACQUISITION
122 sf (0.0028ac)

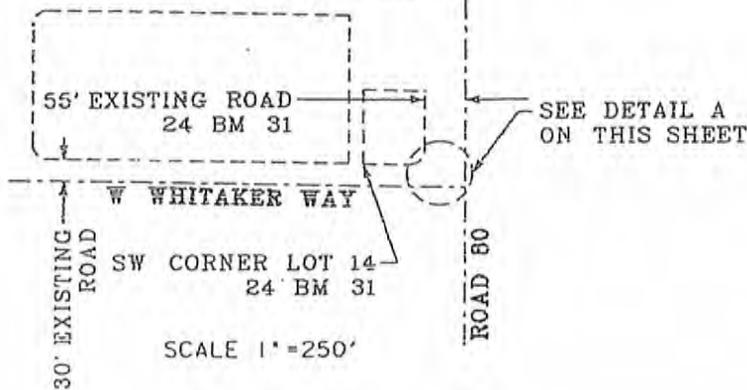


APN: 017-271-017
LOT 14
24 BM 31
2001 O.R. 87820
PARCEL AREA:
0.19± ac

AVE 412 S SIERRA WAY

DETAIL A

SCALE 1" = 40'



SCALE 1" = 250'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CORRECT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP

COUNTY OF TULARE
STATE OF CALIFORNIA

RIGHT OF WAY

SHITANISHI TRUSTEES, ETAL
647 W SYCAMORE CT
REEDLEY, CA 93654
APN: 017-271-017



PROJECT
**ROAD 80 / PLAZA DRIVE
ROAD WIDENING**

EXHIBIT 17A

Road 80
Right of Way Acquisition

Property: A.P.N. 017-203-010

Description:

A parcel of land lying in fractional Block 65 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Beginning at the southwest corner of the southwest one-quarter of the northwest one-quarter of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian;

Thence N00°04'32"W 120.24' along the west line of the southwest one-quarter of the northwest one-quarter of said Section 17 to the intersection of said west line with the southeasterly right of way line of Fresno Street as said Fresno Street is shown on said Map recorded in Book 3, Page 15 of Maps;

Thence departing from said west line N47°41'58"E 44.48' along said southeasterly right of way line to the most northerly corner of Lot 32 of said fractional Block 65;

Thence S42°18'02"E 10.88' along the northeasterly line of Lot 32 of said fractional Block 65;

Thence departing from said northeasterly line S00°34'23"E 186.40' to a point on the southeasterly line of Lot 27 of said fractional Block 65;

Thence S47°41'58"W 25.93' along the southeasterly line of Lot 27 of said fractional Block 65 to the most southerly corner of said Lot 27;

Thence N42°18'02"W 33.73' along the southwesterly line of Lot 27 and Lot 28 of said fractional Block 65 to a point on the west line of the northwest one-quarter of the southwest one-quarter of said Section 17;

Thence N00°04'36"W 36.77' along said west line to the point of beginning.

Containing 7,736 square feet or 0.1776 acres, of which 5,560 square feet or 0.1276 acres lie within the existing roadway.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

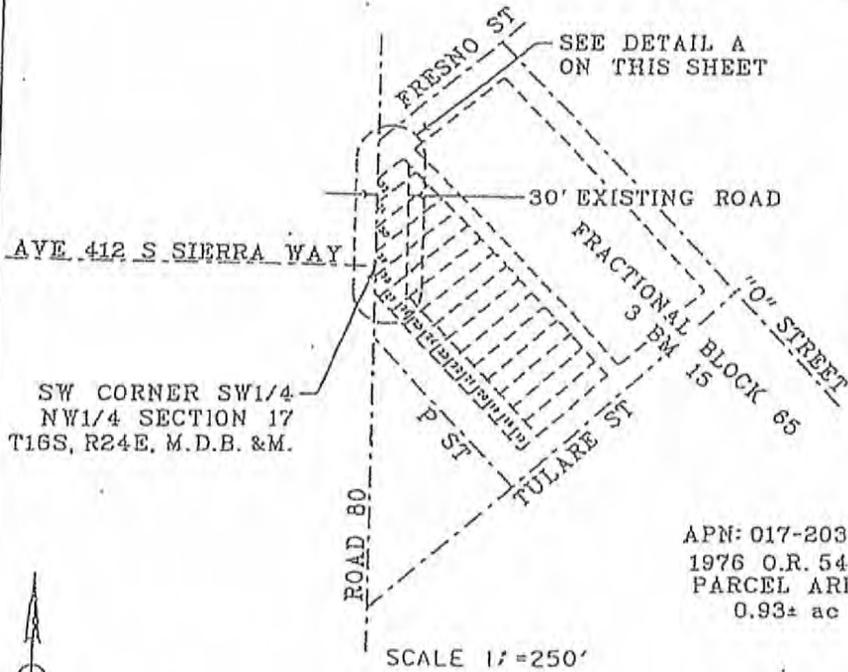
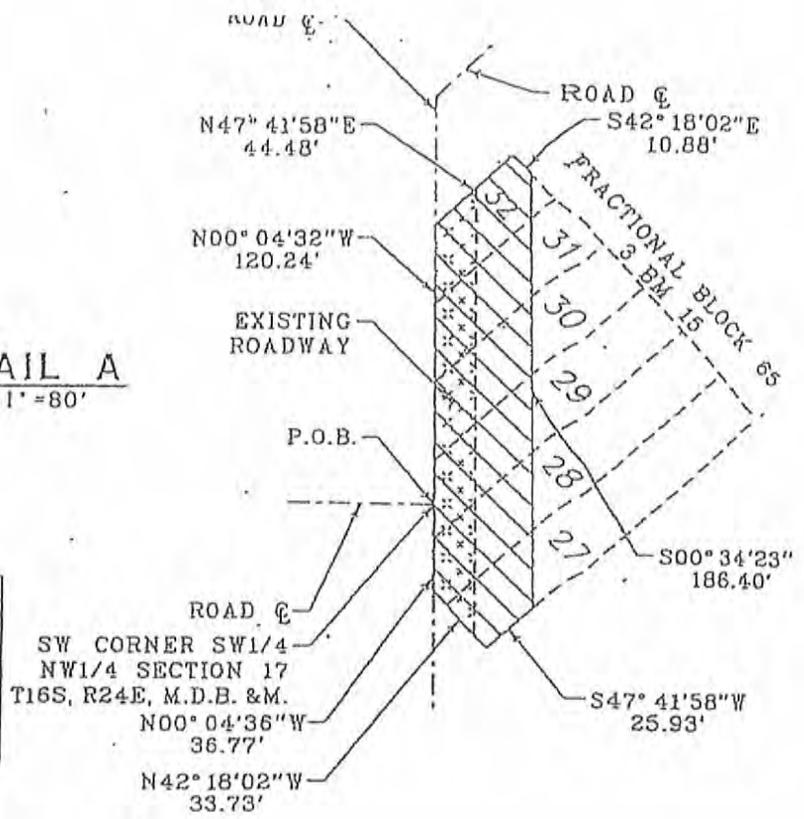


EXHIBIT 17B



DETAIL A
SCALE 1" = 80'

LEGEND:	
	RIGHT OF WAY ACQUISITION 7,736 sf (0.1776ac) GROSS
	5,560 sf (0.1276ac) EX ROADWAY
	2,176 sf (0.0500ac) NET



APN: 017-203-010
1976 O.R. 54688
PARCEL AREA:
0.93± ac

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT: TO GROUND DISTANCES MULTIPLY BY 1.0000633.

<p>PLAT MAP</p> <p>S & A PROPERTIES P.O. BOX 156 DINUBA, CA 93618 APN: 017-203-010</p>	<p>COUNTY OF TULARE STATE OF CALIFORNIA</p>	<p>RIGHT OF WAY</p>
	<p>DOKKEN ENGINEERING</p> <p>2365 IRON POINT ROAD, SUITE 200 (916) 850-0642 FOLSOM, CA 95630</p>	<p>PROJECT</p> <p>ROAD 80 / PLAZA DRIVE ROAD WIDENING</p>

EXHIBIT 18A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-010-037

Description:

A parcel of land lying in the northwest one-quarter of the northwest one-quarter of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being a portion of Parcel 1 of Parcel Map No. 3476 as per Map recorded in Book 35 Page 78 of Parcel Maps, as conveyed to J,N, & M. INVESTMENTS, a California General Partnership by that certain CORPORATION GRANT DEED recorded March 14, 1988 in Book 4679, Page 188 as Document No. 13338, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at the most northerly corner of said Parcel 1;
Thence S42°18'02"E 9.26' along the northerly line of said Parcel 1;
Thence departing from the northerly line of said Parcel 1, S01°53'22"E 6.22';
Thence S88°06'38"W 6.42' to a point on the west line of said Parcel 1, and being on the east right of way line of Alta avenue as shown on said Parcel Map;
Thence N00°04'32"W 13.28' along the west line of said Parcel 1 to the point of beginning.

Containing 61 square feet or 0.0014 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 18B



ROAD ϵ
 MOST NORTHERLY
 CORNER OF PARCEL 1
 35 PM 78

ALTA AVE
 (ROAD 80)

S.P.R.R.

RR ϵ

P.O.B.

52.67'

S42° 18' 02" E
 9.26'
 S01° 53' 22" E
 6.22'

40.00'

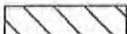
N00° 04' 32" W
 13.28'

S88° 06' 38" W
 6.42'

DETAIL A

SCALE 1" = 40'

LEGEND:



RIGHT OF WAY ACQUISITION
 61 sf (0.0014ac)

MOST NORTHERLY
 CORNER OF PARCEL 1
 35 PM 78

APN: 017-010-037
 35 PM 78
 PARCEL AREA:
 0.91± ac

SEE DETAIL A
 ON THIS SHEET

40' EXISTING ROAD

PARCEL 1
 35 PM 78

MERCED STREET

ROAD 80

S.P.R.R.

SURABIAN DR

URUPAN STREET

SCALE 1" = 250'



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP

J N & M INVESTMENTS
 1053 G ST
 REEDLEY, CA 93654
 APN: 017-010-037

COUNTY OF TULARE
 STATE OF CALIFORNIA

DE DOKKEN
 ENGINEERING
 2365 IRON POINT ROAD, SUITE 200 (916) 858-0642
 FOLSOM, CA 95630

RIGHT OF WAY

PROJECT

**ROAD 80 / PLAZA DRIVE
 ROAD WIDENING**

EXHIBIT 19A

ALTA AVENUE (ROAD 80)
City of Dinuba Right of Way Relinquishment
Property: APN 017-010-001

Description:

A parcel of land lying in the northwest quarter of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, Tulare County, State of California, consisting fractional Block 42 according to the Map of the Town of Dinuba recorded on November 9, 1888 in Book 3, Page 15 of Maps and that portion of Mariposa Street between fractional Block 42 and 43 of said Map of the Town of Dinuba abandoned by Resolution No. 1298 adopted by the City Council of the City of Dinuba and recorded December 9, 1940 in Book 917, Page 479 of Official Records, both conveyed to the County of Tulare by Grant Deed recorded February 5, 2010 as Document No. 2010-000720; all in the Office of the County Recorder of the County of Tulare, State of California and being more particularly described by metes and bounds as follows:

Commencing at the northwest corner of said Section 17 thence along the west line of said Section 17, South $00^{\circ}04'32''$ East, 937.71 feet to the north corner point of said Block 42 and the True Point of Beginning;

Thence South $42^{\circ}16'40''$ East 170.01 feet along the northeasterly line of said Block 42 and extending to the east corner of said Mariposa Street partial street abandonment;

Thence South $47^{\circ}42'43''$ West 99.98 feet along the southeasterly line of said Mariposa Street partial street abandonment to the south corner of said Mariposa Street partial street abandonment;

Thence North $42^{\circ}17'58''$ West 59.75 feet along the southwesterly line of said Mariposa Street partial street abandonment and extending along the southwesterly line of said Block 42 to a point of intersection on the west line of said Section 17;

Thence North $00^{\circ}04'32''$ West 148.87 feet along the west line of said Section 17 to the north corner of said Block 42 and the True Point of Beginning.

Said Description contains 11,488 square feet or 0.264 acres, more or less.

The basis of bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV.

End of Description

This real property description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

Philip Ray Sliator
Philip Ray Sliator

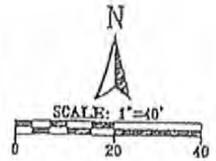
5/6/2014
Date



EXHIBIT 19B

ROAD 80 RIGHT OF WAY ACQUISITION

APN: J17-010-001
11,488 SF (0.264 ACRES)



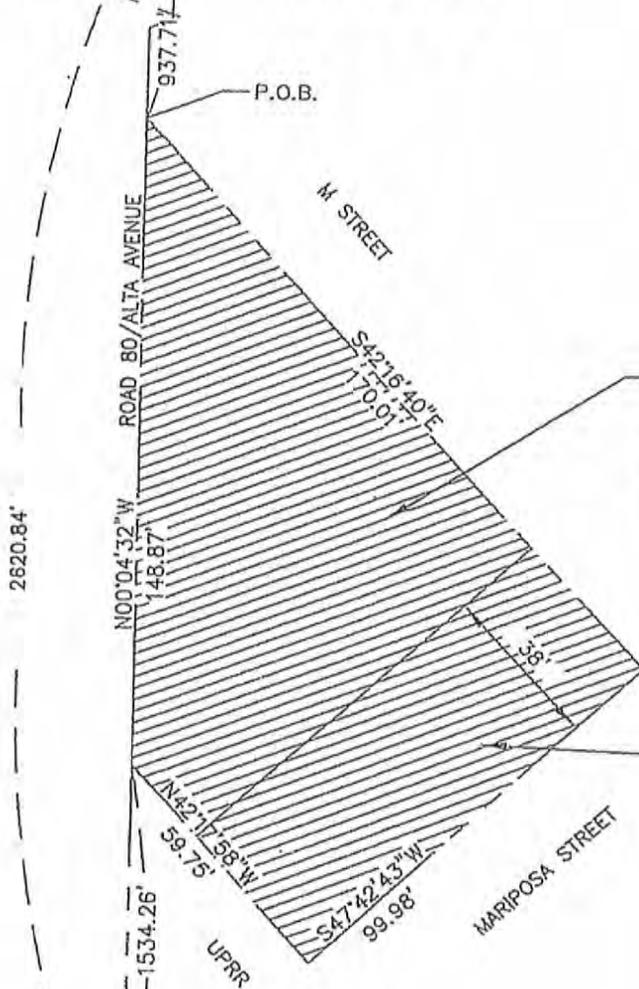
EL MONTE WAY
AVENUE 416
P.O.C.
NW COR SEC 17
T16S R24E MDB & M

P.O.B.

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT



SECTION CORNER



FRACTIONAL BLOCK 42 ACCORDING TO THE MAP OF THE TOWN OF DINUBA RECORDED NOVEMBER 9, 1888 IN BOOK 3, PAGE 15 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF TULARE, STATE OF CALIFORNIA

MARIPOSA STREET PARTIAL STREET ABANDONMENT RECORDED DECEMBER 9, 1940 IN VOLUME 917, PAGE 479 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF TULARE, STATE OF CALIFORNIA

BASIS OF BEARING:
CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83, ZONE IV

SIERRA AVENUE
AVENUE 412
W 1/4 COR SEC 17
T16S R24E MDB & M



Philip Ray Sltor
SIGNATURE

3/11/2014
DATE

PLAT MAP
COUNTY OF TULARE
5961 S. MOONEY BLVD.
VISALIA, CA 93277

TULARE COUNTY
RESOURCE MANAGEMENT
AGENCY
5961 SOUTH MOONEY BLVD.
VISALIA, CA 93277



EXHIBIT 20A

Road 80
Right of Way Acquisition

Property: A.P.N. 017-040-012

Description:

A parcel of land lying in the northeast one-quarter of the northeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of that tract of land which was conveyed to Stanley L. Isaac and Ann T. Isaac, Trustees of the Stanley L. Isaac Family Trust dated February 13, 2006, by that certain GRANT DEED recorded April 24, 2006, as Document No. 2006-0042853, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point which bears S00°04'32"E 686.56' and N88°56'02"W 20.00' from the northeast corner of said Section 18 and being on the west line of that certain 20.00' strip of land conveyed to the County of Tulare for road purposes by deed recorded in Volume 1 of Rights of Way at Page 199, Records of Tulare County, California;

Thence S00°04'32"E 100.39' along said west line to a point on the south line of grantors property;

Thence S89°55'28"W 33.21' along said south line;

Thence departing from said south line N00°17'59"W 101.06' to a point on the north line of grantors property;

Thence S88°56'02"E 33.62' along said north line to the point of beginning.

Containing 3,365 square feet or 0.0773 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



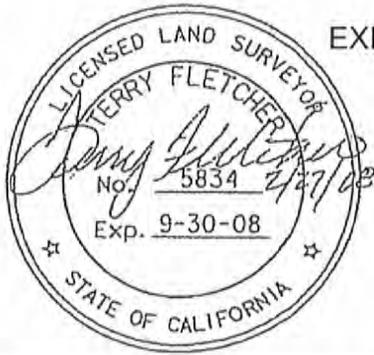


EXHIBIT 20B

NE CORNER SECTION 18
T16S, R24E, M.D.B. & M.

LEGEND:

RIGHT OF WAY ACQUISITION
3,365 sf (0.0773ac)

AVE 416 EL MONTE WAY
NE CORNER SECTION 18
T16S, R24E, M.D.B. & M.

APN: 017-040-012
2006 O.R. 42853
PARCEL AREA:
0.71± ac

SEE DETAIL A
ON THIS SHEET

20' EXISTING ROAD
VOL 1, RIGHTS
OF WAY PG 199

U.P.R.R.

ROAD 80

N00° 17' 59" W
101.06'

S00° 04' 32" E
686.56'

N88° 56' 02" W
20.00'

P.O.B.
S88° 56' 02" E
33.62'

S00° 04' 32" E
100.39'

ROAD C

S89° 55' 28" W
33.21'

SCALE 1" = 250'

DETAIL A

SCALE 1" = 40'

ASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP

STANLEY & ANN ISAAC,
TRUSTEES
370 N CEDAR LN
VINUBA, CA 93618
APN: 017-040-012

COUNTY OF TULARE
STATE OF CALIFORNIA

DE DOKKEN
ENGINEERING
2365 IRON POINT ROAD, SUITE 200 (916) 858-0642
FOLSOM, CA 95630

RIGHT OF WAY

PROJECT

**ROAD 80 / PLAZA DRIVE
ROAD WIDENING**

02/22/2008

EXHIBIT 21A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-040-013

Description:

A parcel of land lying in the northeast one-quarter of the northeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of that tract of land which was conveyed to Stanley L. Isaac and Ann T. Isaac, Trustees of the Stanley L. Isaac Family Trust dated February 13, 2006, by that certain GRANT DEED recorded April 24, 2006, as Document No. 2006-0042853, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point which bears $S00^{\circ}04'32''E$ 786.55' and $S89^{\circ}55'28''W$ 20.00' from the northeast corner of said Section 18 and being on the west line of that certain 20.00' strip of land conveyed to the County of Tulare for road purposes by deed recorded in Volume 1 of Rights of Way at Page 199, Records of Tulare County, California;

Thence $S00^{\circ}04'32''E$ 277.96' along said west line to the northeast boundary line of the Southern Pacific Railway right of way;

Thence $N42^{\circ}18'28''W$ 48.00' along said right of way;

Thence departing from said right of way $N00^{\circ}17'59''W$ 242.42' to a point on the north line of grantors property;

Thence $N89^{\circ}55'28''E$ 33.21' along said north line to the point of beginning.

Containing 8,510 square feet or 0.1954 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 21B



LEGEND:

 RIGHT OF WAY ACQUISITION
8,510 sf (0.1954ac)

AVE 416 EL MONTE WAY
NE CORNER SECTION 18
T16S, R24E, M.D.B. & M.

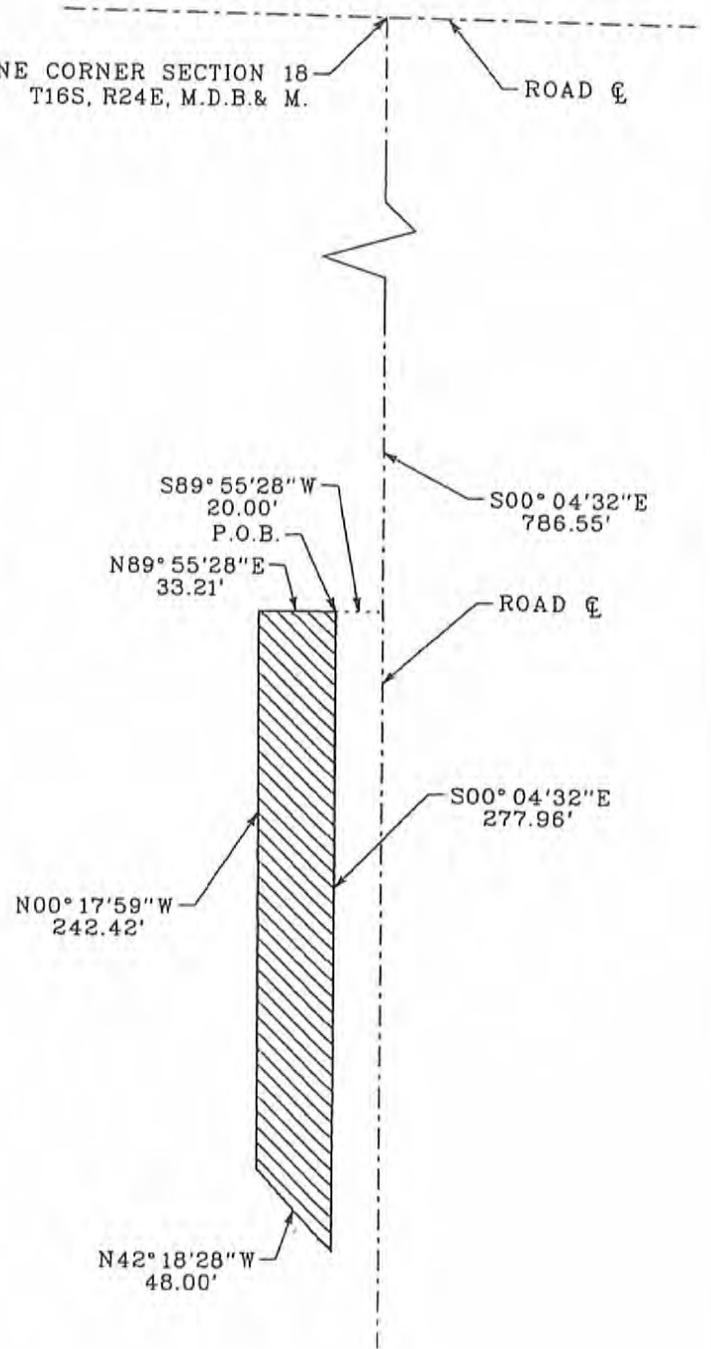
APN: 017-040-013
2006 O.R. 42853
PARCEL AREA:
1.13± ac

ROAD 80

SEE DETAIL A
ON THIS SHEET

20' EXISTING ROAD
BK 1, RIGHT OF WAY
PG 199

SCALE 1" = 250'



DETAIL A
SCALE 1" = 80'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP	COUNTY OF TULARE STATE OF CALIFORNIA	RIGHT OF WAY
STANLEY & ANN ISAAC, TRUSTEES 870 N CEDAR LN DINUBA, CA 93618 APN: 017-040-013	 2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630	PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING

EXHIBIT 22A

**Road 80
Right of way Acquisition**

Property: A.P.N. 017-053-012

Description:

A parcel of land lying in fractional Block 40 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Beginning at a point on the southwesterly line of Lot 23 of said fractional Block 40 which bears $S00^{\circ}04'32''E$ 866.15' and $N89^{\circ}55'28''E$ 43.10' from the northwest corner of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian;

Thence $N42^{\circ}16'40''W$ 44.02' along the southwesterly line of Lot 23 & Lot 24 of said fractional Block 40 to the most westerly corner of said Lot 24;

Thence $N47^{\circ}43'19''E$ 39.61' along the northwesterly line of Lot 24 of said fractional Block 40;

Thence departing from said northwesterly line $S00^{\circ}17'59''E$ 59.22' to the point of beginning.

Containing 872 square feet or 0.0200 acres, more or less, of which 42 square feet or 0.0010 acres lies within the existing roadway.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



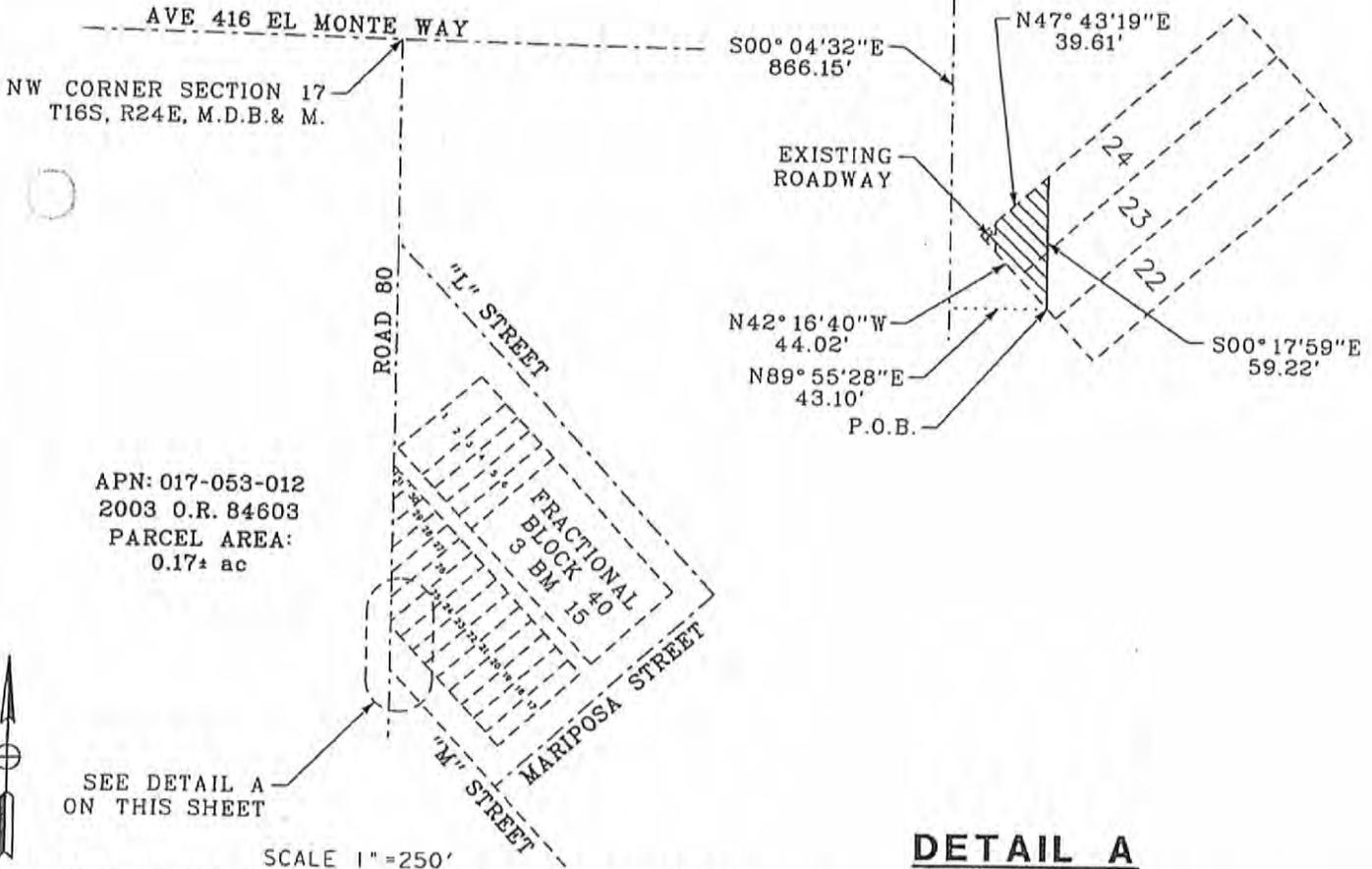
EXHIBIT 22B



NW CORNER SECTION 17
T16S, R24E, M.D.B. & M.

LEGEND:

	RIGHT OF WAY ACQUISITION 872 sf (0.0200ac) GROSS
	42 sf (0.0010ac) EX ROADWAY 830 sf (0.0191ac) NET



APN: 017-053-012
2003 O.R. 84603
PARCEL AREA:
0.17± ac

SEE DETAIL A
ON THIS SHEET

SCALE 1" = 250'

DETAIL A
SCALE 1" = 80'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

<p>LAT MAP</p> <p>PAUL & EVELYN ROMERO 1496 E EL MONTE WAY DINUBA, CA 93618 APN: 017-053-012</p>	<p>COUNTY OF TULARE STATE OF CALIFORNIA</p>	<p>RIGHT OF WAY</p>
	<p>DE DOKKEN ENGINEERING</p> <p>2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630</p>	<p>PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING</p>

**Road 80
Right of way Acquisition**

Property: A.P.N. 017-053-013

Description:

A parcel of land lying in fractional Block 40 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Beginning at a point on the southeasterly line of Lot 25 of said fractional Block 40 which bears S00°04'32"E 806.93 and N89°55'28"E 42.87' from the northwest corner of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian;

Thence S47°43'19"W 39.61' along the southeasterly line of Lot 25 of said fractional Block 40 to the most southerly corner of said Lot 25;

Thence N42°16'40"W 20.14' along the southwesterly line of said Lot 25 to a point on the west line of said Section 17;

Thence N00°04'32"W 222.96' along the west line of said Section 17 to a point on the northeasterly line of Lot 32 of said fractional Block 40;

Thence departing from said west line S42°18'26"E 62.82' along the northeasterly line of Lots 32, 31, 30 and 29 of said fractional Block 40 to a point on the northeasterly line of Lot 29 of said fractional Block 40;

Thence departing from said northeasterly line S00°17'59"E 164.76' to the point of beginning.

Containing 8,641 square feet or 0.1984 acres, more or less, of which 4,417 square feet or 0.1014 acres lies within the existing roadway.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 23B



NW CORNER SECTION 17
T16S, R24E, M.D.B. & M.

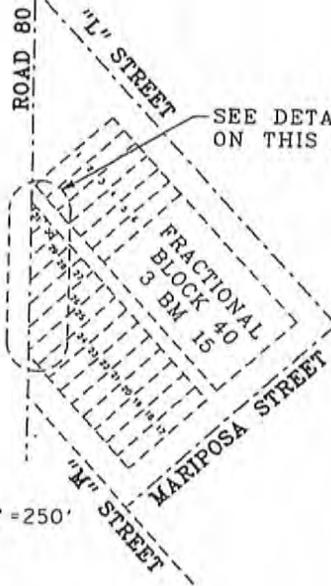
LEGEND:

	RIGHT OF WAY ACQUISITION 8,641 sf (0.1984ac) GROSS
	4,417 sf (0.1014ac) EX ROADWAY 4,224 sf (0.0970ac) NET

AVE 416 EL MONTE WAY

NW CORNER SECTION 17
T16S, R24E, M.D.B. & M.

APN: 017-053-013
2003 O.R. 84603
PARCEL AREA:
0.25± ac



SCALE 1" = 250'

S00° 04' 32" E
806.93'

S42° 18' 26" E
62.82'

N00° 04' 32" W
222.96'
EXISTING
ROADWAY

S00° 17' 59" E
164.76'

N89° 55' 28" E
42.87'
N42° 16' 40" W
20.14'

P.O.B.

S47° 43' 19" W
39.61'

DETAIL A

SCALE 1" = 80'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP

ANDREW & EVELYN ROMERO
1496 E EL MONTE WAY
DINUBA, CA 93618
APN: 017-053-013

COUNTY OF TULARE
STATE OF CALIFORNIA



RIGHT OF WAY

PROJECT
**ROAD 80 / PLAZA DRIVE
ROAD WIDENING**

EXHIBIT 24A

Road 80
Right of way Acquisition

Property: A.P.N. 017-053-003

Description:

A parcel of land lying in fractional Block 40 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Beginning at a point on the southwesterly line of Lot 3 of said fractional Block 40 which bears S00°04'32"E 612.28' and N89°55'28"E 42.11' from the northwest corner of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian;

Thence N42°18'26"W 30.34' along the southwesterly line of Lot 3 & Lot 2 of said fractional Block 40 to the most westerly corner of said Lot 2;

Thence N47°43'52"E 27.31' along the northwesterly line of Lot 2 of said fractional Block 40;

Thence departing from said northwesterly line S00°17'59"E 40.81' to the point of beginning.

Containing 414 square feet or 0.0095 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 24B



NW CORNER SECTION 17
T16S, R24E, M.D.B. & M.

ROAD 80
ROAD 80

LEGEND:

RIGHT OF WAY ACQUISITION
414 sf (0.0095ac)

AVE 416 EL MONTE WAY

NW CORNER SECTION 17
T16S, R24E, M.D.B. & M.

S00° 04'32"E
612.28'

N47° 43'52"E
27.31'

N42° 18'26"W
30.34'

S00° 17'59"E
40.81'

P.O.B.
N89° 55'28"E
42.11'

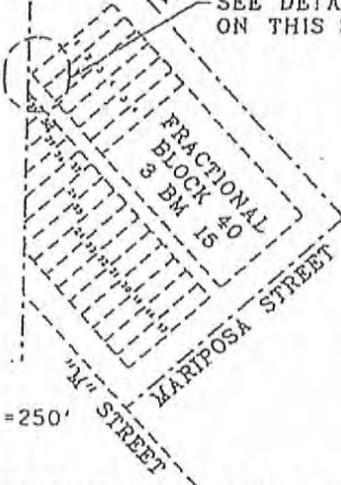
DETAIL A
SCALE 1" = 80'

ROAD 80

"L" STREET

SEE DETAIL A
ON THIS SHEET

APN: 017-053-003
4804 O.R. 136
PARCEL AREA:
0.174 ac



SCALE 1" = 250'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP	COUNTY OF TULARE STATE OF CALIFORNIA	RIGHT OF WAY
THE 1987 MORRIS LIVING TRUST: 483 N L STREET DINUBA, CA 93618 APN: 017-053-003	 2365 IRON POINT ROAD, SUITE 200 (916) 850-0642 TOLSON, CA 95630	PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING

SDATES

EXHIBIT 25A

Road 80

Right of way Acquisition

Property: A.P.N. 017-053-002

Description:

A parcel of land lying in fractional Block 40 in the City of Dinuba, County of Tulare, State of California, and a portion of Amador Street as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being a portion of that tract of land which was conveyed to PABLO M. CONTRERAS AND ANA M. CONTRERAS by that certain GRANT DEED recorded June 25, 2002 as Document No. 2002-0047744, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point which bears $S00^{\circ}04'32''E$ 571.30' and $N89^{\circ}55'28''E$ 4.91' from the northwest corner of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, said point being the most westerly corner of Lot 1 of said fractional Block 40 and being the True Point of Beginning;

Thence from said True Point of Beginning $N47^{\circ}43'57''E$ 26.75' along the northwesterly line of Lot 1 of said fractional Block 40 to a point on the easterly line of Alta Avenue as defined by the above referenced Grant Deed;

Thence $N00^{\circ}04'12''W$ 107.99' along said easterly line to the intersection of said easterly line with the northwesterly line of Amador Street as shown on said Map recorded in Book 3, Page 15;

Thence $N47^{\circ}43'57''E$ 50.39' along said northwesterly line of Amador Street to the intersection of said northwesterly line with the southwesterly line of "L" Street as shown on said Map recorded in Book 3, Page 15;

Thence $S42^{\circ}20'13''E$ 72.44' along said southwesterly line of "L" Street to a point on the arc of a non-tangent 67.00' radius curve to the left;

Thence departing from said southwesterly line of "L" Street, along the arc of said non-tangent curve to the left (from a tangent which bears $N61^{\circ}12'16''W$) a distance of 49.92' through a central angle of $42^{\circ}41'17''$ and being subtended by a chord bearing and distance of $N82^{\circ}32'55''W$ 48.77';

Thence $S38^{\circ}46'39''W$ 33.20';

Thence $S00^{\circ}17'59''E$ 86.89' to a point on the southeasterly line of Lot 1 of said fractional Block 40;

Thence $S47^{\circ}43'52''W$ 27.31' along the southeasterly line of said Lot 1 to the most southerly corner of said Lot 1;

Thence $N42^{\circ}18'26''W$ 25.01' along the southwesterly line of said Lot 1 to the point of beginning.

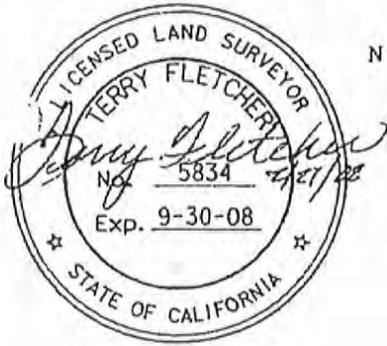
Containing 4,837 square feet or 0.1110 acres more or less, of which 229 square feet or 0.0053 acres lies within the existing roadway.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 25B



NW CORNER SECTION 17
T16S, R24E, M.D.B. & M.

ROAD 80

S00° 04' 32" E
571.30'

N47° 43' 57" E
50.39'

S42° 20' 13" E
72.44'

	R	Δ	T	L
①	67.00'	42° 41' 17"	26.18'	49.92'

AVE 416 EL MONTE WAY

NW CORNER SECTION 17
T16S, R24E, M.D.B. & M.

SEE DETAIL A
ON THIS SHEET



N47° 43' 57" E
26.75'

N89° 55' 28" E
4.91'
P.O.B.

N42° 18' 26" W
25.01'

S00° 17' 59" E
86.89'

EXISTING
ROADWAY

DETAIL A
SCALE 1" = 40'

APN: 017-053-002
2002 O.R. 47744
PARCEL AREA:
0.25± ac



SCALE 1" = 250'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

LEGEND:

	RIGHT OF WAY ACQUISITION 4,837 sf (0.1110ac) GROSS
	229 sf (0.0053ac) EX ROADWAY
	4,608 sf (0.1058ac) NET

PLAT MAP

PABLO & ANA CONTRERAS
500 N L ST
DINUBA, CA 93618
APN: 017-053-002

COUNTY OF TULARE
STATE OF CALIFORNIA

DOKKEN
2365 IRON POINT ROAD, SUITE 200 (916) 858-0642
FOLSOM, CA 95630

RIGHT OF WAY

PROJECT
**ROAD 80 / PLAZA DRIVE
ROAD WIDENING**

EXHIBIT 26A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-040-026

Description:

A parcel of land lying in the northeast one-quarter of the northeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of those tracts of land which were conveyed to DINUBA MEMORIAL DISTRICT, by that certain GRANT DEED recorded November 28, 1951, in Book 1554, Page 97, and by that certain GRANT DEED recorded January 21, 1952, in Book 1564, Page 196, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point which bears S00°04'32"E 302.98 and N88°56'02"W 40.01' from the northeast corner of said Section 18 and being on the west line of that certain 40.00' strip of land conveyed to the City of Dinuba by deed recorded in Volume 1950, Page 199, Official Records of Tulare County, California;

Thence S00°04'32"E 383.58' along said west line to the south line of grantors property;

Thence N88°56'02"W 13.61' along said south line;

Thence departing from said south line N00°17'59"W 123.59';

Thence N46°28'58"W 31.62';

Thence N88°06'28"W 2.80';

Thence N01°03'12"W 39.58';

Thence N86°39'42"E 2.52';

Thence N45°20'11"E 41.71';

Thence N00°15'29"E 168.96' to a point on the north line of grantors property;

Thence S88°56'02"E 7.27' along said north line to the point of beginning.

Containing 5,855 square feet or 0.1344 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



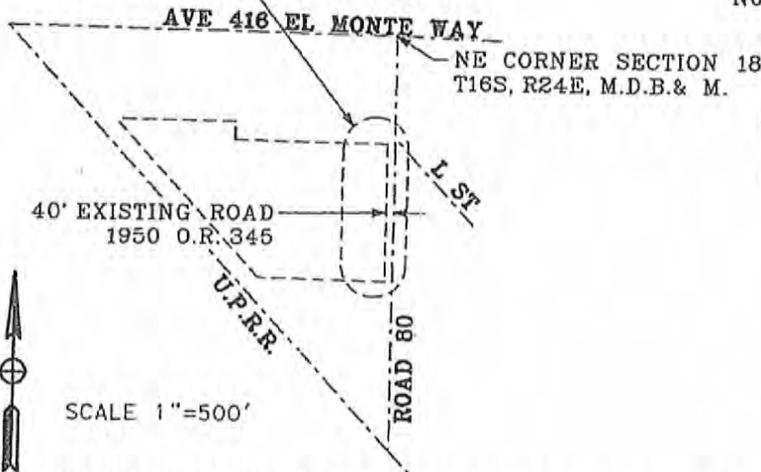


LEGEND:

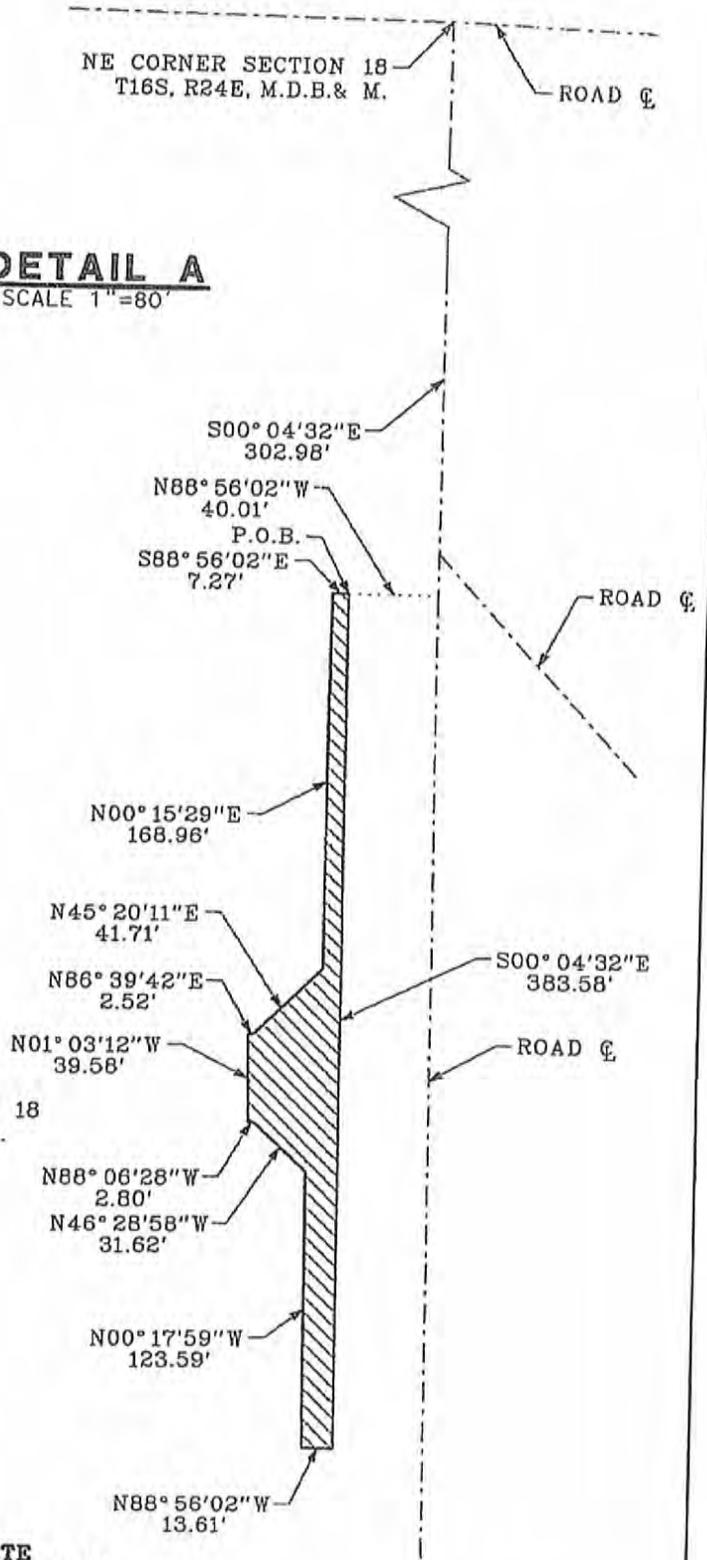
RIGHT OF WAY ACQUISITION
5,855 sf (0.1344ac)

APN: 017-040-026
BK 1554 PG 97
BK 1564 PG 194
PARCEL AREA:
5± ac

SEE DETAIL A
ON THIS SHEET



DETAIL A
SCALE 1"=80'



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP	COUNTY OF TULARE STATE OF CALIFORNIA	RIGHT OF WAY
DINUBA MEMORIAL DISTRICT P.O. BOX 545 DINUBA, CA 93618 APN: 017-040-026	2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630	PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING

EXHIBIT 27A

Road 80

Property: A.P.N. 014-063-029

Description:

A parcel of land lying in the southeast one-quarter of the southeast one-quarter of Section 7, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of Lot 5 and the north 26 feet of Lot 4 in Block 1 of R.F. Dunn Addition, in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 12, Page 25 of Maps, Tulare County Records, together with that portion of existing ALTA AVENUE adjacent along the east side of grantors property;

Excepting therefrom that portion described as follows;

Commencing at the southeast corner of said Section 7; Thence $N00^{\circ}10'25''W$ 217.55' along the east line of the southeast one-quarter of the southeast one-quarter of said Section 7 to its intersection with the easterly projection of the south line of grantors property, said point being the True Point of Beginning;

Thence from said True Point of Beginning $N88^{\circ}56'01''W$ 60.51' along said south line and its easterly projection to a point on the south line of grantors property which is 60.50' westerly from, when measured at right angles to the east line of the southeast one-quarter of the southeast one-quarter of said Section 7;

Thence departing from said south line $N00^{\circ}10'25''W$ 17.50' parallel with said east line;

Thence $N15^{\circ}02'58''E$ 52.22' to the beginning of 7.00' radius non-tangent curve to the left;

Thence along the arc of said non-tangent curve to the left (from a tangent which bears $N15^{\circ}03'02''E$) a distance of 12.70' through a central angle of $103^{\circ}59'03''$ and being subtended by a chord bearing and distance of $N36^{\circ}56'30''W$ 11.03';

Thence $N01^{\circ}03'59''E$ 3.11' to a point on the north line of said Lot 5;

Thence $S88^{\circ}56'01''E$ 53.34' along said north line and its easterly projection to its intersection with the east line of the southeast one-quarter of the southeast one-quarter of said Section 7;

Thence $S00^{\circ}10'25''E$ 79.99' along said east line to the True Point of Beginning.

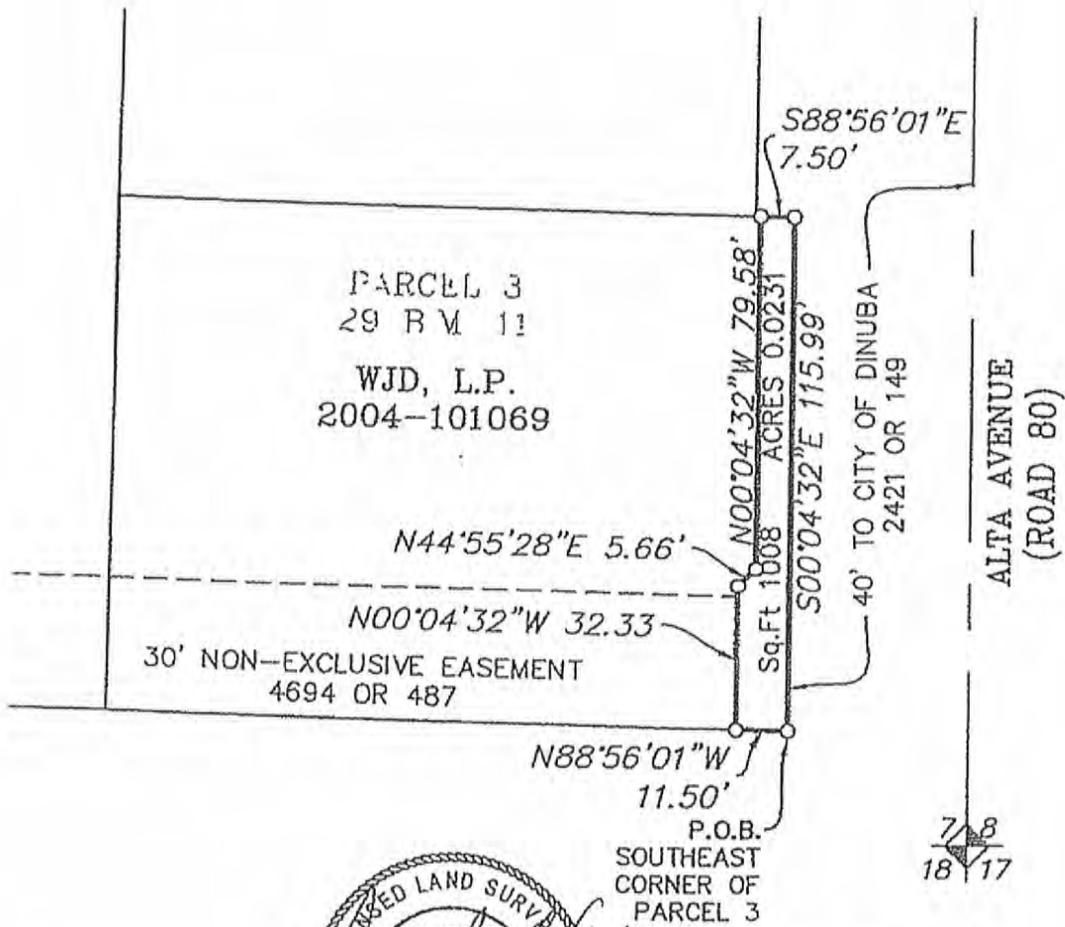
Containing 8,362 square feet more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 27B
 ROAD 80
 RIGHT OF WAY ACQUISITION



LEGEND

- DIMENSION POINT
- P.O.B. POINT OF BEGINNING

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV ALL DISTANCES ARE GRID DISTANCES TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

DOKKEN
 ENGINEERING
 2365 IRON POINT ROAD, SUITE 200
 FOLSOM, CA 95630
 (916)858-0642

ROAD 80		DATE: 1/20/10
CITY OF DINUBA COUNTY OF TULARE STATE OF CALIFORNIA		APN: 017-040-029
		DE NO.01
CHECKED BY: TF	PREPARED BY: RJ	SHEET 1 OF 1
OWNER: WJD, L.P.		

EXHIBIT 28A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-040-030

Description:

A parcel of land lying in the northeast one-quarter of the northeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of Parcel 1 and Parcel 2 of Parcel Map No. 2810 in the County of Tulare, State of California, as per map recorded in Book 29, Page 11 of Parcel Maps, Tulare County Records and being more particularly described by metes and bounds as follows;

Beginning at the northeast corner of Parcel 2 of said Parcel Map No. 2810;
Thence S00°04'32"E 22.01' along the east line of Parcel 2 of said Parcel Map No. 2810 to a point which is 59.00' south of, when measured at right angles to the north line of said Section 18;
Thence N88°56'01"W 42.14' parallel with said north line;
Thence N43°56'01"W 8.49' to a point which is 53.00' south of, when measured at right angles to the north line of said Section 18;
Thence N88°56'01"W 21.83' parallel with said north line;
Thence N81°20'09"W 60.60';
Thence N87°47'16"W 23.33';
Thence S02°12'44"W 4.00';
Thence N87°47'16"W 4.00';
Thence N02°12'44"E 4.00';
Thence N87°47'16"W 60.24' to a point on the west line of Parcel 1 of said Parcel Map No. 2810,
Thence N00°04'32"W 6.24' along said west line to the northwest corner of Parcel 1 of said Parcel Map No. 2810;
Thence S88°56'01"E 217.29' along the north line of Parcel 1 and Parcel 2 of said Parcel Map No. 2810 to the point of beginning.

Containing 2,746 square feet or 0.0630 acres, more or less.

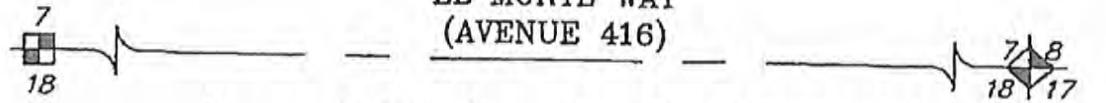
The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633

End of Description

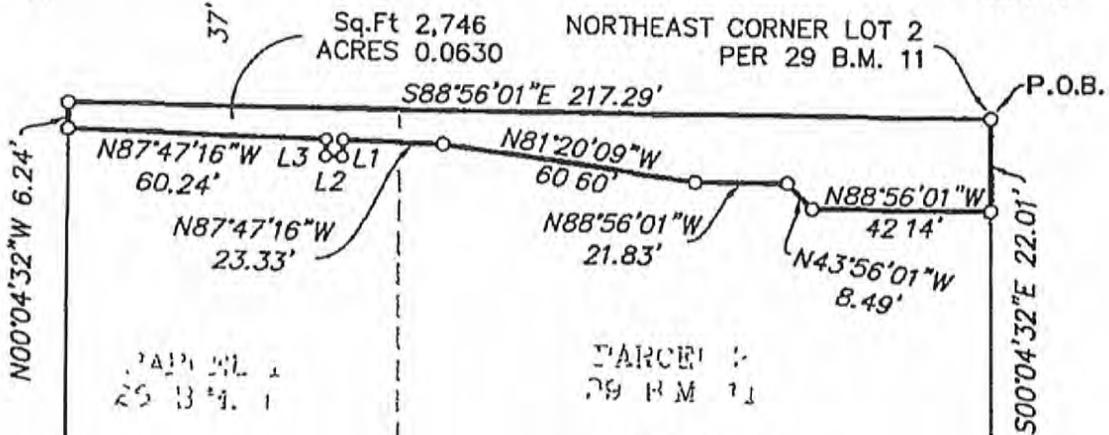


EXHIBIT 28B
 AVENUE 416
 RIGHT OF WAY ACQUISITION

EL MONTE WAY
 (AVENUE 416)

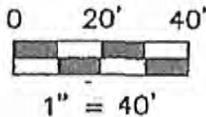


Sq.Ft 2,746
 ACRES 0.0630
 NORTHEAST CORNER LOT 2
 PER 29 B.M. 11



PARCEL 1
 29 B.M. 11
 WALTRUST
 PROPERTIES, INC.
 2007-10741

LINE TABLE
 L1 S02°12'44"W 4.00'
 L2 N87°47'16"W 4.00'
 L3 N02°12'44"E 4.00'



LEGEND

- o DIMENSION POINT
- P.O.B. POINT OF BEGINNING



BASIS OF BEARINGS CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633

<p>DEDOKKEN ENGINEERING 2365 IRON POINT ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642</p>	<p>ROAD 80</p>	<p>DATE: 4/16/10</p>
	<p>CITY OF DINUBA COUNTY OF TULARE STATE OF CALIFORNIA</p>	<p>APN: 017-040-030</p>
<p>CHECKED BY: TF</p>	<p>PREPARED BY: TF</p>	<p>DE NO.03</p>
<p>OWNER: WALTRUST PROPERTIES, INC.</p>		<p>SHEET 1 OF 1</p>

EXHIBIT 29A

**Road 80
Right of way Acquisition**

Property: A.P.N. 017-040-017

Description:

A parcel of land lying in the northeast one-quarter of the northeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of that tract of land which was conveyed to Kathleen L. Aceres, by that certain GRANT DEED recorded December 13, 1994, as Document No. 94-090548, Official Records, County of Tulare, State of California, and being more particularly described by metes and bounds as follows;

Beginning at a point which bears S00°04'32" E 186.99' and N88°56'01" W 40.01' from the northeast corner of said Section 18, said point of beginning being the southeast corner of grantors property;

Thence N88°56'01" W 4.50' along said south line to a point which is 44.50' west of, when measured at right angles to the east line of said Section 18;

Thence departing from said south line N00°04'32" W 91.85' parallel with the east line of said Section 18 to the beginning of a 44.00' radius tangent curve to the left;

Thence along the arc of said tangent curve to the left a distance of 19.92' through a central angle of 25°56'25" and being subtended by a chord bearing and distance of N13°02'44" W 19.75';

Thence S89°13'58" W 4.47';

Thence N32°59'10" W 5.91';

Thence N89°13'58" E 4.86' to a point on the arc of a 44.00' radius non-tangent curve to the left;

Thence along the arc of said non-tangent curve to the left (from a tangent which bears N33°27'48" W) a distance of 42.60' through a central angle of 55°28'13" and being subtended by a chord bearing and distance of N61°11'54" W 40.95' to a point which is 52.00' south of, when measured at right angles to the north line of said Section 18;

Thence N88°56'01" W 47.70' parallel with the north line of said Section 18;

Thence S27°37'53" W 7.83' to a point which is 59.00' south of, when measured at right angles to the north line of said Section 18;

Thence N88°56'01" W 51.00' to a point on the west line of grantors property;

Thence N00°04'32" W 22.01' along said west to a point which is 37.00' south of, when measured at right angles to the north line of said Section 18 and being on the south right of way line of El Monte Way (Avenue 416);

Thence S88°56'01" E 149.98' along the south right of way line of El Monte Way (Avenue 416) and parallel with the north line of said Section 18 to a point on the west right of way line of Alta Avenue (Road 80);

Thence S00°04'32"E 149.98' along the west right of way line of Alta Avenue (Road 80) and parallel with the east line of said Section 18 to the True Point of Beginning.

Containing 3,648 square feet or 0.0837 acres more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

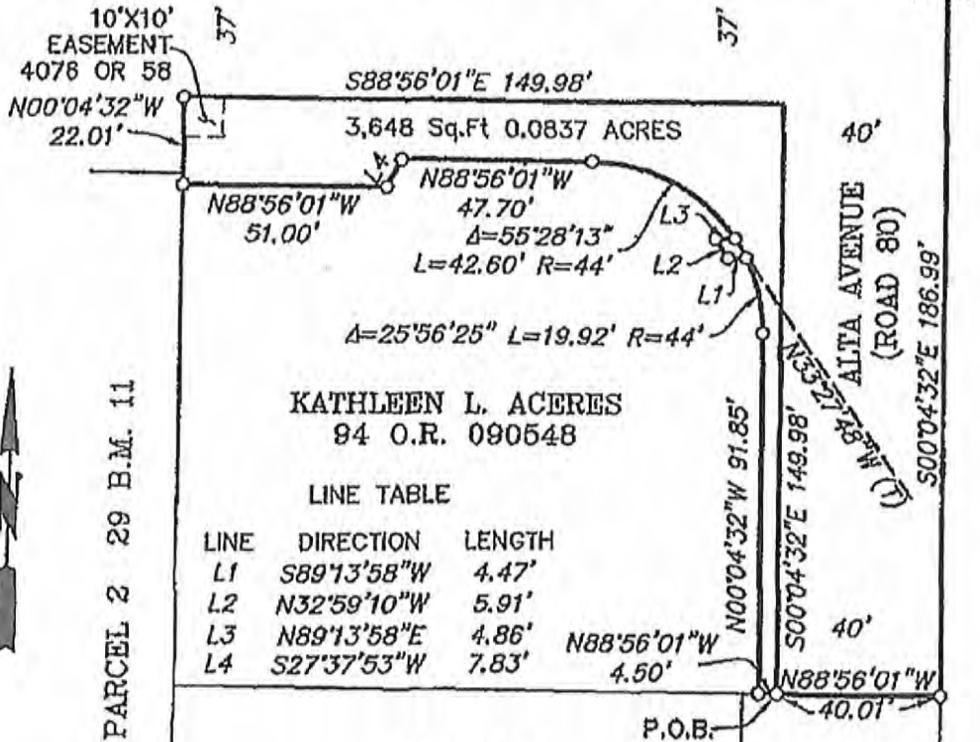


EXHIBIT 29B

ROAD 80 & AVENUE 416
RIGHT OF WAY ACQUISITION

EL MONTE WAY
(AVENUE 416)

NE CORNER SECTION 18,
T16S,R24E, M.D.B.&M.



PARCEL 2 29 B.M. 11

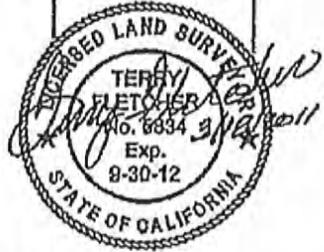
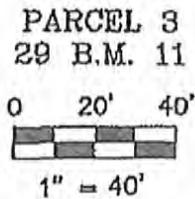
KATHLEEN L. ACERES
94 O.R. 090548

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S89°13'58"W	4.47'
L2	N32°59'10"W	5.91'
L3	N89°13'58"E	4.86'
L4	S27°37'53"W	7.83'

LEGEND

- DIMENSION POINT
- (T) TANGENT
- P.O.B. POINT OF BEGINNING



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000833.

 2385 IRON POINT ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0842	ROAD 80		DATE: 3/18/11
	CITY OF DINUBA		APN: 017-040-017
	COUNTY OF TULARE		DE NO. 02
	STATE OF CALIFORNIA		SHEET 1 OF 1
CHECKED BY: TF		PREPARED BY: TF	
OWNER: KATHLEEN L. ACERES			

EXHIBIT 30A

**Road 80
Right of Way Acquisition**

Property: A.P.N. 017-051-006

Description:

A parcel of land lying in fractional Block 23 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Beginning at a point which bears $S00^{\circ}04'32''E$ 272.48' and $N89^{\circ}55'28''E$ 44.50' from the northwest corner of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, said point also being on the northeasterly right of way line of "L" STREET as shown on said Map;

Thence from said point of beginning $N42^{\circ}22'30''W$ 28.98' along the northeasterly right of way line of said "L" STREET to a point on the east right of way line of ALTA AVENUE;

Thence $N00^{\circ}04'32''W$ 85.12' along said east line to an angle point in said east line;

Thence $S87^{\circ}56'49''E$ 12.01' to the southeast corner of that tract of land which was awarded to the City of Dinuba by that certain Final Order of Condemnation No. 65400 which was filed for record March 11, 1970 in Book 2886 Page 686 Official Records of said County;

Thence $N00^{\circ}04'32''W$ 125.02' along the east line of said City parcel to a point on the northeasterly line of Lot 28 of said fractional Block 23;

Thence $S42^{\circ}22'30''E$ 29.93' along the northeasterly line of Lot 28 and Lot 27 of said fractional Block 23 to a point on the arc of a 44.00' radius non-tangent curve to the left;

Thence along the arc of said non-tangent curve to the left (from a tangent which bears $S44^{\circ}27'52''W$) a distance of 34.20' through a central angle of $44^{\circ}32'24''$ and being subtended by a chord bearing and distance of $S22^{\circ}11'40''W$ 33.35' to a point which is 44.50' east of, when measured at right angles to the west line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence $S00^{\circ}04'32''E$ 178.13' parallel with said west line to the point of beginning.

Containing 2,979 square feet or 0.684 acres, more or less.

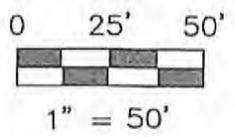
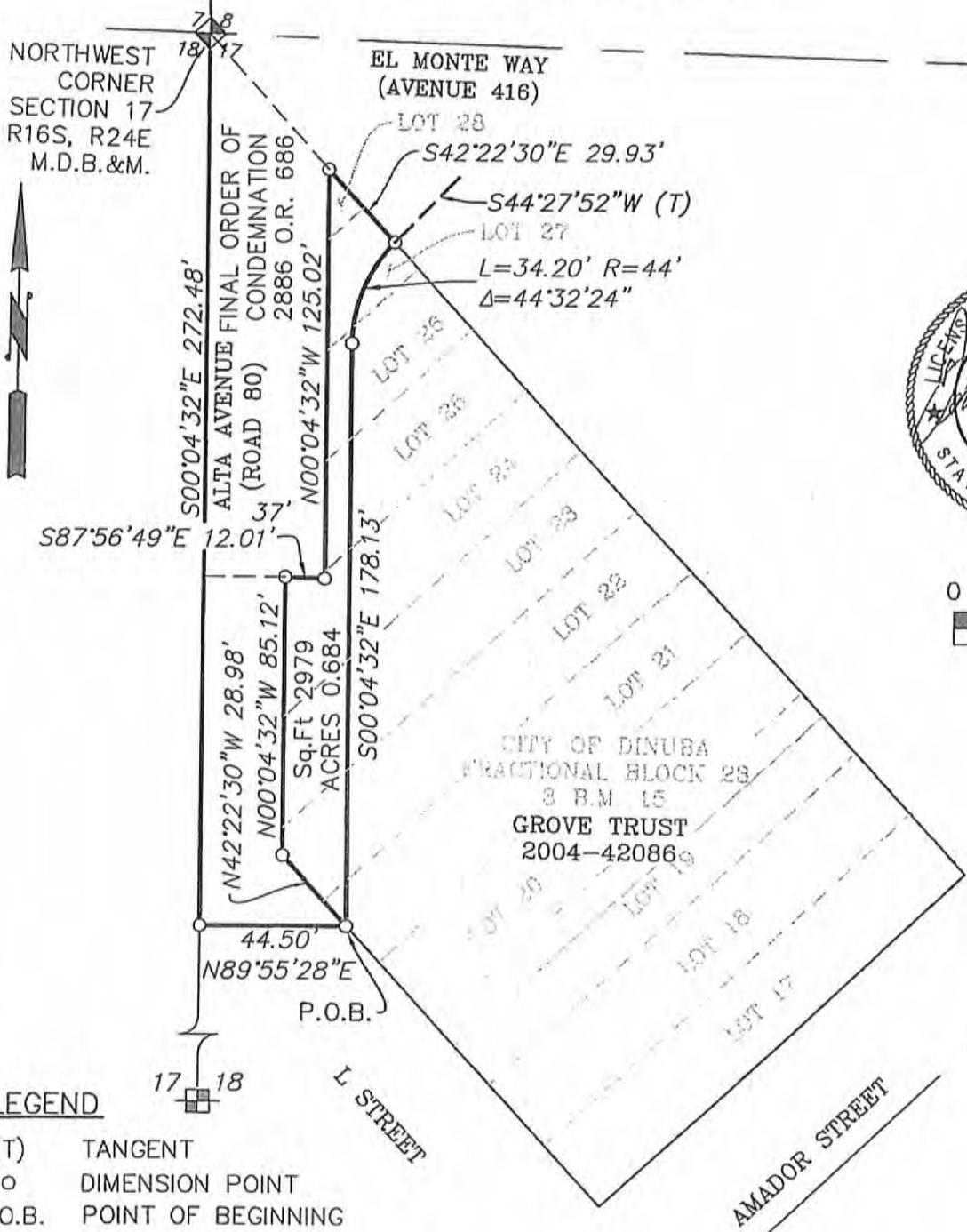
The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 30B

ROAD 80
RIGHT OF WAY ACQUISITION



LEGEND

- (T) TANGENT
- o DIMENSION POINT
- P.O.B. POINT OF BEGINNING

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

<p>2365 IRON POINT ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642</p>	ROAD 80		DATE: 1/21/10
	CITY OF DINUBA COUNTY OF TULARE STATE OF CALIFORNIA		APN: 017-051-006
OWNER: GROVE TRUST	CHECKED BY: TF	PREPARED BY: MS	DE NO.16
			SHEET 1 OF 1

EXHIBIT 31A

Road 80

Right of Way Acquisition

Property: A.P.N. 017-051-008

Description:

A parcel of land lying in fractional Block 23 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County, and being more particularly described by metes and bounds as follows;

Beginning at a point which bears S87°56'49"E 273.67' and S02°03'11"W 37.00' from the northwest corner of Section 17, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, said point also being on the southwesterly right of way line of "K" STREET as shown on said Map;

Thence from said point of beginning S42°22'30"E 14.41' along said southwesterly right of way line to a point on the arc of a 26.00' radius non-tangent curve to the left;

Thence departing from said southwesterly right of way line along the arc of said non-tangent curve to the left (from a tangent which bears N79°22'26"W) a distance of 3.89' through a central angle of 08°34'23" and being subtended by a chord bearing and distance of N83°39'38"W 3.89' to a point 47.00' south of, when measured at right angles to the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence N87°56'49"W 28.33' parallel with the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence S28°37'06"W 7.83' to a point which is 54.00' south of, when measured at right angles to the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence N87°56'49"W 35.60' parallel with the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence N24°30'43"W 7.83' to a point which is 47.00' south of, when measured at right angles to the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence N87°56'49"W 67.80' parallel with the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence S28°37'06"W 7.83' to a point which is 54.00' south of, when measured at right angles to the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence N87°56'49"W 40.80' parallel with the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence N24°30'43"W 7.83' to a point which is 47.00' south of, when measured at right angles to the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence N87°56'49"W 1.41' parallel with the north line of the northwest one-quarter of the northwest one-quarter of said Section 17 to the beginning of a 44.00' radius tangent curve to the left;

Thence along the arc of said tangent curve to the left a distance of 4.77' through a central angle of $06^{\circ}12'48''$ and being subtended by a chord bearing and distance of $S88^{\circ}56'47''W$ 4.77';

Thence $S04^{\circ}09'37''E$ 4.00' to a point on the arc of a 40.00' radius non-tangent curve to the left;

Thence along the arc of said non-tangent curve to the left (from a tangent which bears $S85^{\circ}50'23''W$) a distance of 8.48' through a central angle of $12^{\circ}09'08''$ and being subtended by a chord bearing and distance of $S79^{\circ}45'49''W$ 8.47'; to a point on the southwesterly line of Lot 6 fractional Block 23 in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 3, Page 15 of Maps in the Office of the County Recorder of said County;

Thence $N42^{\circ}22'30''W$ 22.46' along the southwesterly line of Lot 6 and Lot 5 of said fractional Block 23 to a point on the south right of way line of EL MONTE WAY and being 37.00' south of, when measured at right angles to the north line of the northwest one-quarter of the northwest one-quarter of said Section 17;

Thence $S87^{\circ}56'49''E$ 210.05' along said south right of way line to the point of beginning.

Containing 2,743 square feet or 0.0630 acres, more or less.

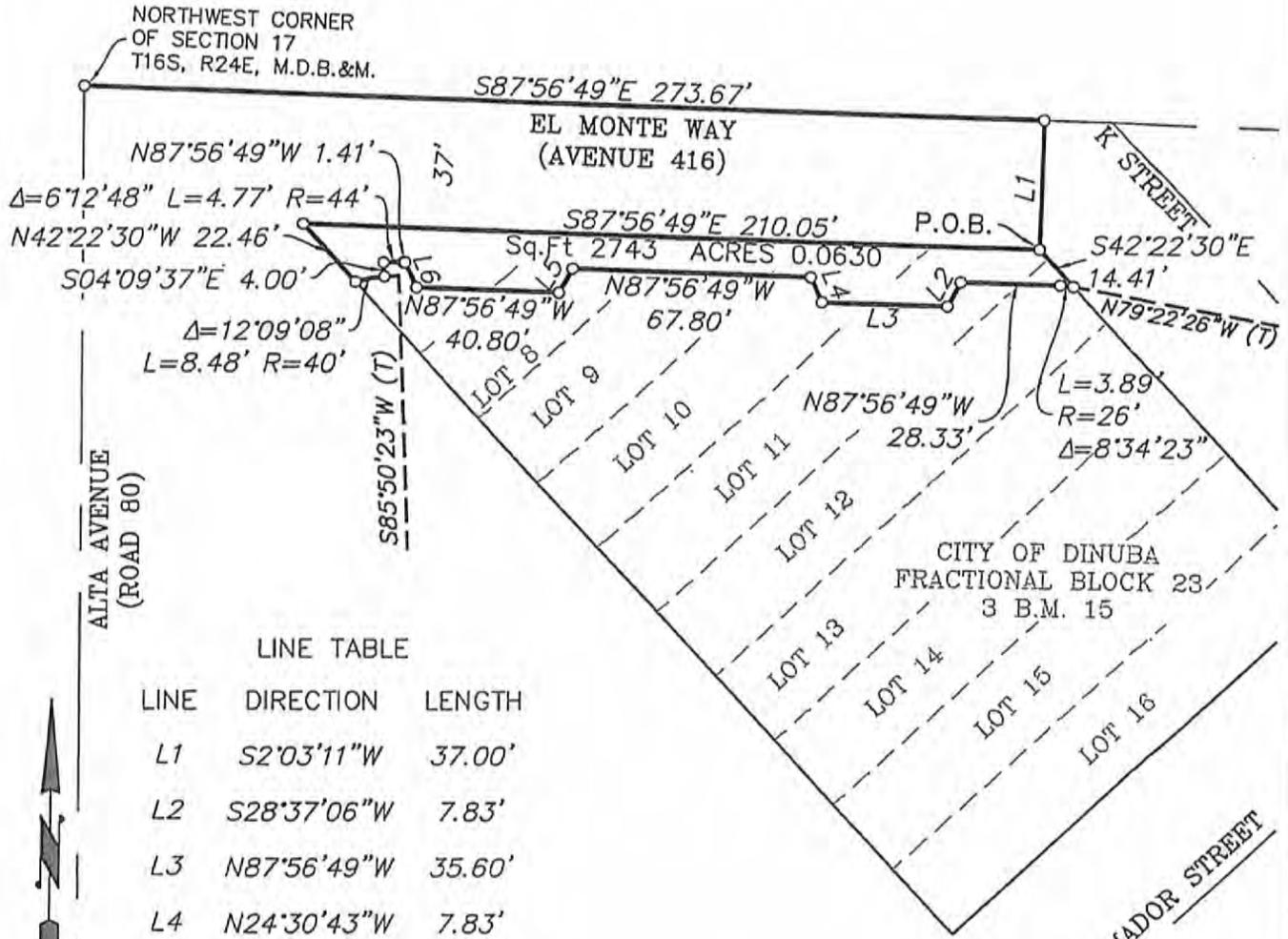
The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 31B

AVENUE 416 & ROAD 80
RIGHT OF WAY ACQUISITION



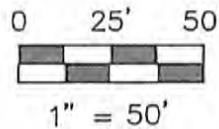
ALTA AVENUE
(ROAD 80)

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S2°03'11"W	37.00'
L2	S28°37'06"W	7.83'
L3	N87°56'49"W	35.60'
L4	N24°30'43"W	7.83'
L5	S28°37'06"W	7.83'
L6	N24°30'43"W	7.83'

LEGEND

- (T) TANGENT
- o DIMENSION POINT
- P.O.B. POINT OF BEGINNING



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

DOKKEN
ENGINEERING
65 IRON POINT ROAD, SUITE 200
FOLSOM, CA 95630
(916)858-0642

AVENUE 416		DATE: 6/14/10
CITY OF DINUBA		APN: 017-051-008
COUNTY OF TULARE		DE NO.17
STATE OF CALIFORNIA		SHEET 1 OF 1
CHECKED BY: TF	PREPARED BY: MS	

OWNER: CITY OF DINUBA

EXHIBIT 32A

Avenue 416 Right of Way Acquisition

Property: A.P.N.'s 014-063-033, 034, 035, 036 & 037

A parcel of land lying in the southeast quarter of Section 7, Township 16 South, Range 24 East, Mount Diablo Base and Meridian and being a portion of Lots 7, 8, 9, 10 and 11 in Block 1 of the R. F. Dunn Addition to Dinuba, Tulare County, State of California as per map recorded January 15, 1913 in Book 12, Page 25 of Maps in the Office of the County Recorder, County of Tulare, State of California and being more particularly described by metes and bounds as follows:

Commencing at the southeast corner of said Section 7 thence North 00°10'29" West 37.01 feet along the east line of the southeast quarter of said Section 7; thence North 88°56'01" West 173.58 feet along a line 37 feet north of and parallel to the south line of the southeast quarter of said Section 7 to a point of intersection on a line 4.44 feet west of and parallel to east line of Lot 7 of said R. F. Dunn Addition and the True Point of Beginning;

Thence North 88°56'01" West 282.43 feet along a line 37 feet north of and parallel to the south line of the southeast quarter of said Section 7 to a point of intersection on the west line of Lot 11 of Block 1 of said R. F. Dunn Addition;

Thence North 00°04'48" West 12.00 feet along the west line of Lot 11 of Block 1 of said R. F. Dunn Addition to a point of intersection on a line 49 feet north of and parallel to the south line of the southeast quarter of said Section 7, said point being the southwest corner of the remainder of Lot 11 of Block 1 of said R. F. Dunn Addition set as a ¾" iron pipe six inches deep tagged RCE 26317 per Record of Survey recorded February 20, 2014 in Book 32, Page 46 of Licensed Surveys in the Office of the County Recorder of said County of Tulare;

Thence South 88°56'01" East 281.40 feet along a line 49 feet north of and parallel to the south line of the southeast quarter of said Section 7 to a point at the east end of a 53.99 foot line on the north side of a right of way dedication in the deed from Pablo M. and Ana M. Contreras to the County of Tulare recorded May 4, 2011 as Document No. 2011-0025654 in the Office of the County Recorder of said County of Tulare;

Thence North 45°59'10" East 1.40 feet per said deed recorded as Document No. 2011-0025654 to a point of intersection on a line 4.44 feet west of and parallel to the east line of Lot 7 in Block 1 of said R. F. Dunn Addition;

Thence South 00°10'01" 12.99 feet along a line 4.44 feet west of and parallel to the east line of Lot 1 in Block 1 of said R. F. Dunn Addition to a point of intersection on a line 37 feet north of and parallel to the south line of the southeast quarter of said Section 7 and the True Point of Beginning.

Said description contains 3,388 square feet or 0.078 acres, more or less.

The basis of bearings for this description is the California State Plane Coordinate System, NAD83, Zone 4.

End of Description

This real property description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

Philip Ray Slitor 4/7/2015
Philip Ray Slitor Date



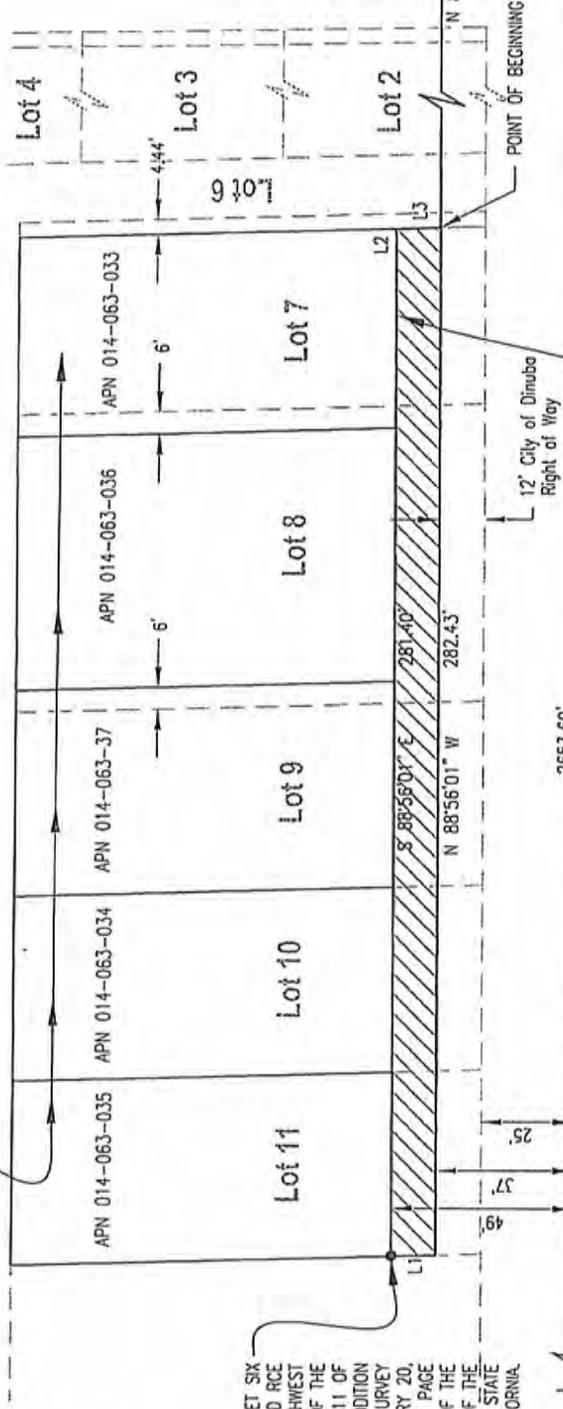
AVENUE 416 RIGHT OF WAY

APN's: 014-063-033, 034, 035, 036, and 037

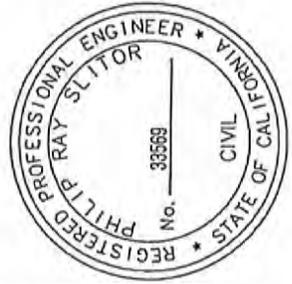
LINE	BEARING	LENGTH
L1	N 00°04'48" W	12.00
L2	N 45°59'10" E	1.40
L3	S 00°10'01" E	12.99

LOTS 7, 8, 9, 10, AND 11 OF BLOCK 1 ACCORDING TO THE MAP OF THE R. F. DUNN ADDITION TO DINUBA, TULARE COUNTY, CALIFORNIA RECORDED JANUARY 15, 1913 IN VOLUME 12, PAGE 25 OF MAPS IN THE OFFICE OF COUNTY RECORDER, COUNTY OF TULARE, STATE OF CALIFORNIA

3/4" IRON PIPE SET SIX INCHES DEEP TAGGED RCE 26317 AT THE SOUTHWEST CORNER OF THE REMAINDER OF LOT 11 OF SAID R.F. DUNN ADDITION PER RECORD OF SURVEY RECORDED FEBRUARY 20, 2014 IN BOOK 32, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TULARE, STATE OF CALIFORNIA



EL MONTE WAY (AVENUE 416)



SIGNATURE: *Philip Ray Slitor*
 DATE: 4/7/2015

OWNER:

COUNTY OF TULARE
 5961 S. MOONEY BLVD.
 VISALIA, CA 93277

PLAT MAP

BOUNDARY LINE ON THE NORTH SIDE OF THE RIGHT OF WAY DEDICATION PER DEED FROM PABLO M. AND ANA M. CONTRERAS TO THE COUNTY OF TULARE RECORDED MAY 4, 2011 AS DOCUMENT NO. 2011-0025654 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TULARE, STATE OF CALIFORNIA



EXHIBIT 32B

E/COR
 SEC 7
 T16S/R24E
 M.D.B.&M.

SE COR SEC. 7
 T16S/R24E
 M.D.B.&M.

POINT OF COMMENCEMENT.

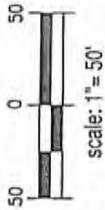


EXHIBIT 33A

Road 80

Right of Way Acquisition

Property: A.P.N. 014-063-019

Description:

A parcel of land lying in the southeast one-quarter of the southeast one-quarter of Section 7, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of Lots 1, 2 & 3 in Block 1 of R.F. Dunn Addition, in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 12, Page 25 of Maps, Tulare County Records and being more particularly described by metes and bounds as follows;

Beginning at a point on the west line of Lot 1 of said R. F. Dunn Addition which bears $N00^{\circ}10'01''W$ 12.00' from the southwest corner thereof;

Thence $N00^{\circ}10'01''W$ 15.01' along the west line of said Lot 1;

Thence $S88^{\circ}56'01''E$ 41.08';

Thence $S62^{\circ}22'07''E$ 6.71' to a point which is 49.00' north of, when measured at right angles to the south line of the southeast one-quarter of said Section 7;

Thence $S88^{\circ}56'01''E$ 27.49' parallel with said south line to a point on the arc of a 43.00' radius non-tangent curve to the left;

Thence along the arc of said non-tangent curve to the left (from a tangent which bears $N69^{\circ}32'15''E$) a distance of 29.33' through a central angle of $39^{\circ}04'48''$ and being subtended by a chord bearing and distance of $N49^{\circ}59'51''E$ 28.76' to a point which is 60.50' west of, when measured at right angles to the east line of the southeast one-quarter of said Section 7

Thence $N00^{\circ}10'25''W$ 85.62' parallel with said east line to a point on the north line of grantors property;

Thence $S88^{\circ}56'01''E$ 23.51' along said north line to a point on the west right of way line of Alta Avenue (Road 80) and being 37.00' west of, when measured at right angles to the east line of said Section 7;

Thence $S00^{\circ}10'25''E$ 90.98' along said west right of way line and parallel with the east line of said Section 7 to the beginning of a 25.00' radius tangent curve to the right;

Thence along the arc of said tangent curve to the right a distance of 39.81' through a central angle of $91^{\circ}14'24''$ and being subtended by a chord bearing and distance of $S45^{\circ}26'47''W$ 35.74' to a point on the north right of way line of El Monte Avenue (Avenue 416) and being 37.00' north of, when measured at right angles to the south line of said Section 7;

Thence $N88^{\circ}56'01''W$ 94.56' along said north right of way line and parallel with the south line of said Section 7 to the point of beginning.

Containing 4,050 square feet or 0.0930 acres, more or less.

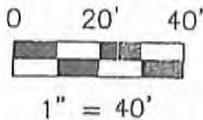
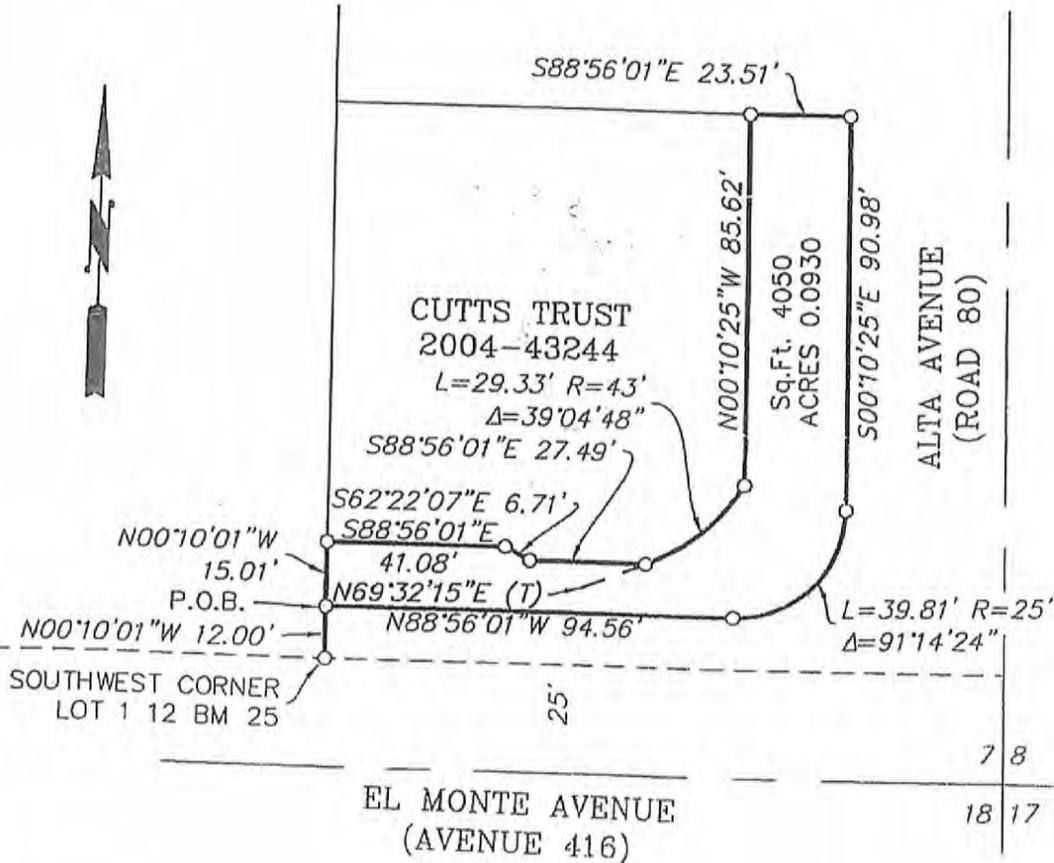
The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 33B

ROAD 80 & AVENUE 416
RIGHT OF WAY ACQUISITION



LEGEND

- (T) TANGENT
- o DIMENSION POINT
- P.O.B. POINT OF BEGINNING



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

<p>2365 IRON POINT ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642</p>	<p>ROAD 80 CITY OF DINUBA COUNTY OF TULARE STATE OF CALIFORNIA</p>	DATE: 1/21/10
	<p>CHECKED BY: TF PREPARED BY: RJ</p>	<p>APN: 014-063-019 DE NO. 11 SHEET 1 OF 1</p>
OWNER: LOTS 1, 2 & 3 R.F. DUNN ADDITION 12 BM 25		

LEGAL DESCRIPTION

EXHIBIT 34A

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

The South 28 feet of Lot 4 and the North 36 feet of Lot 3, in Block 1 of R.F. Dunn Addition to the City of Dinuba, in the City of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, page 25 of Maps, Tulare County Records.

APN: 014-063-009

3-1-68

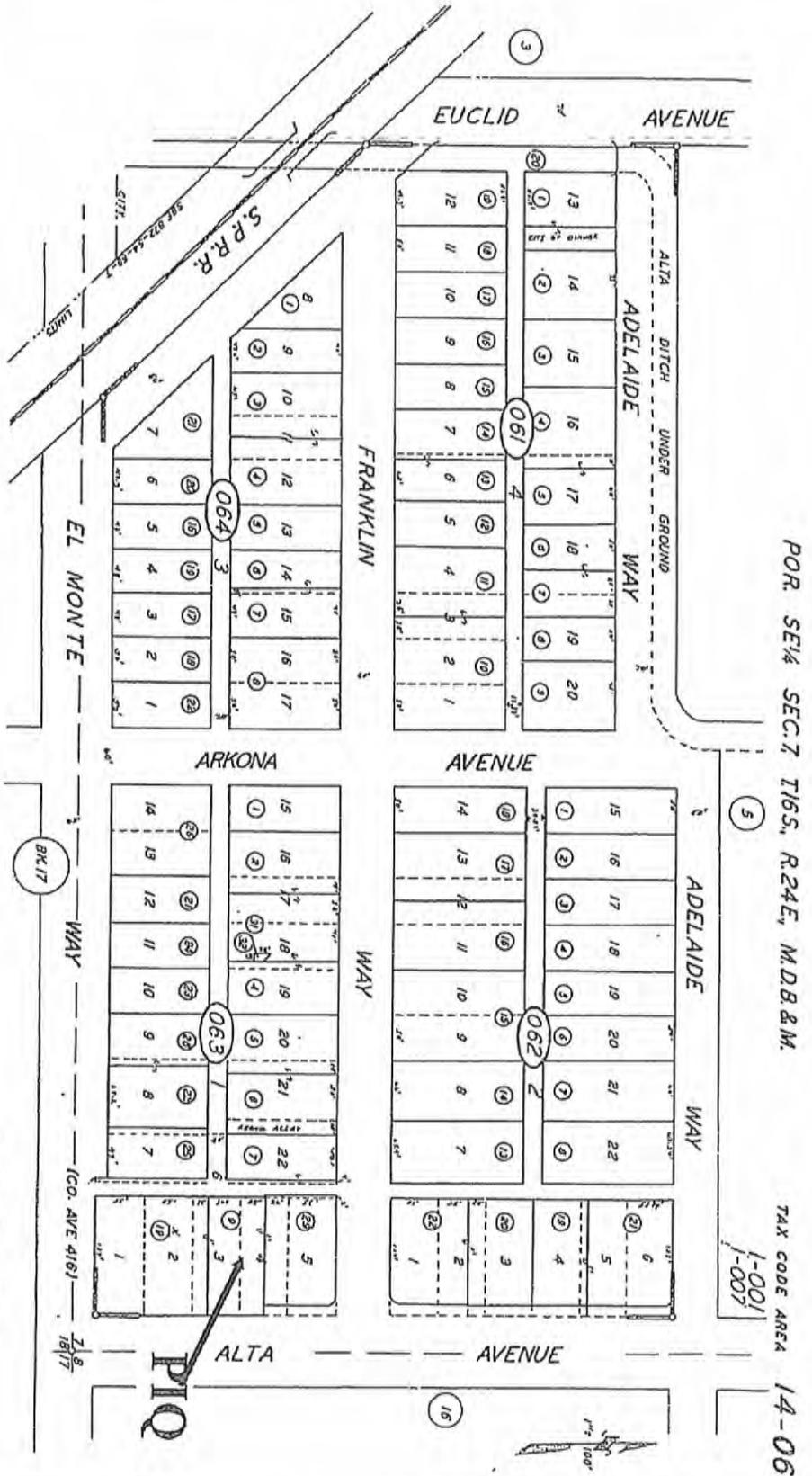
This Map is being furnished as a convenience to locate the herein described land in relation to adjoining streets and other lands. The Company does not guarantee dimensions, distances, bearings, or acreage stated thereon, nor is it intended to illustrate legal building sites or supersede City or County ordinances, i.e. zoning and building codes, etc. Official information concerning the use of any parcel should be obtained from local government agencies.

R.F. DUNN ADD. R.M. 12-25

NOTE - ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

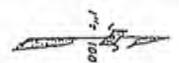
(1959)

CITY OF DINUBA
ASSESSOR'S MAPS BK. 14, PG. 06
COUNTY OF TULARE, CALIF.



POR. SE 1/4 SEC. 7 T16S, R24E, M.D.B.&M.

TAX CODE AREA 14-06
1-001
1-007



LEGAL DESCRIPTION

EXHIBIT 35A

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

Lot 5 and the North 26 feet of Lot 4 in Block 1 of R. F. Dunn Addition to Dinuba, in the City of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom all that portion thereof described in the deed to the City of Dinuba recorded July 9, 1979 as File No. 39597, Official Records. A correctory Deed recorded September 25, 1979 as File No. 55931, Official Records and re-recorded April 4, 1980 as File No. 17428, Official Records and being more particularly described as follows :

Beginning at the Northeast corner of said Lot 5;

Thence (1), along the East line of said Lots 5 and 4, South 0°00'00" West, 80.01 feet to the North line of the South 28.00 feet of said Lot 4;

Thence (2), along said North line, North 88°46'00" West, 12.00 feet;

Thence (3), along the West line of the East 12.00 feet of said Lots 4 and 5, North 0°00'00" East, 70.22 feet;

Thence (4), Northwesterly, along a tangent curve to the left, having a radius of 10.00 feet, through a central angle of 88°46'00", an arc distance of 15.49 feet to the North line of said Lot 5;

Thence (5), along last said North line, South 88°46'00" East, 21.79 feet to the point of beginning.

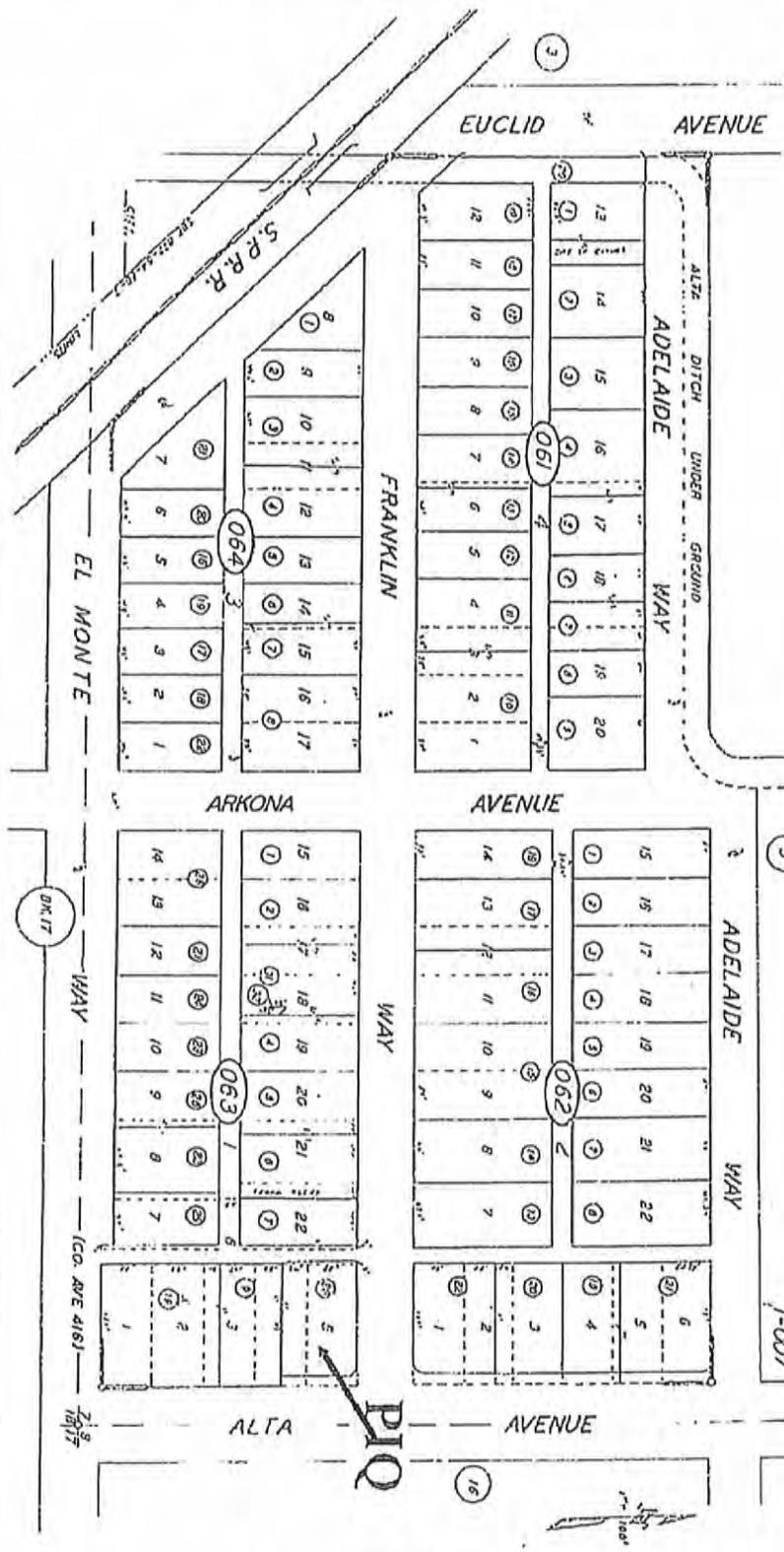
This Deed corrects the point of beginning in the deed to the City of Dinuba recorded July 9, 1979 in Volume 3671, page 535 of Official Records.

APN: 014-063-029

EXHIBIT 35B

POR. SE1/4 SEC. 7 T16S, R.24E, M.D.R. & M.

TAX CODE AREA 14-06



R.F. DUNN ADD. R.M. 12-25

CITY OF DINUBA
ASSESSOR'S MAPS BK. 14, PG. 06
COUNTY OF TULARE, CALIF.

NOTE - ASSessor's BLOCK NUMBERS SHOWN IN ELLIPSES
ASSESSOR'S PARCELS NUMBERS SHOWN IN CIRCLES

1959

This Map is being furnished as a convenience to locate the herein described land in relation to adjoining streets and other lands. The Company does not guarantee dimensions, distances, bearings, or acreage stated therein, nor is it intended to illustrate legal building sites or supersede City or County ordinances, i.e. zoning and building codes, etc. Official information concerning the use of any parcel should be obtained from local government agencies.

2-1-54

EXHIBIT 36A

Road 80

Right of Way Acquisition

Property: A.P.N. 014-161-028

Description:

A parcel of land lying in the southwest one-quarter of the southwest one-quarter of Section 8, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of Lots 18, 19, 20, 21 and the west 15' of Lot 22 in Block 4 of the Cloister Subdivision, in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 16, Page 62 of Maps, Tulare County Records and being more particularly described by metes and bounds as follows;

Beginning at a point on the north line of Lot 18 in said Block 4 which bears N89°49'35"E 7.00' from the northwest corner of said Lot 18;

Thence N89°49'35"E 1.74' along the north line of Lot 18 of said Block 4;

Thence departing from said north line S03°22'53"E 16.21';

Thence S66°48'59"E 7.83';

Thence S03°22'53"E 38.03';

Thence S60°03'13"W 7.83';

Thence S03°22'53"E 5.96' to a point which is 42.50' east of, when measured at right angle to the west line of the southwest one-quarter of the southwest one-quarter of said Section 8;

Thence S00°10'25"E 66.04' parallel with said west line to the beginning of a 44.00' radius tangent curve to the left;

Thence along the arc of said tangent curve to the left a distance of 19.36' through a central angle of 25°12'30" and being subtended by a chord bearing and distance of S12°46'40"E 19.20';

Thence N87°35'23"E 4.38';

Thence S31°57'12"E 5.75';

Thence S87°35'23"W 4.71' to a point on the arc of a 44.00' radius non-tangent curve to the left;

Thence along the arc of said non-tangent curve to the left (from a tangent which bears S32°40'10"E) a distance of 39.01' through a central angle of 50°48'08" and being subtended by a chord bearing and distance of S58°04'14"E 37.75';

Thence N28°37'07"E 7.68' to a point which is 60.00' north of, when measured at right angle to the south line of the southwest one-quarter of the southwest one-quarter of said Section 8;

Thence S87°56'49"E 59.98' parallel with said south line to a point on the east line of the west 15.00' of Lot 22 of said Block 4 and being on the east line of grantors property;

Thence S00°10'25"E 15.01' along said east line to the northeast corner of that tract of land which was conveyed to the City of Dinuba by that certain Grant Deed recorded June 26, 1990 in Book 3775, Page 52, Official Records of said County, said point being 45.00' north of, when measured at right angles to the south line of the southwest one-quarter of the southwest one-quarter of said Section 8;

Thence along the boundary of said deed to the City the following three (3) courses, (1) N87°56'49"W 93.65' parallel with said south line to the beginning of a 15.00' radius tangent curve to the right, (2) along the arc of said tangent curve to the right a distance of 22.98' through a central angle of 87°46'24" and being subtended by a chord bearing and distance of N44°03'37"W 20.80' to a point which is 37.00' east of, when measured at right angles to the west line of the southwest one-quarter of the southwest one-quarter of said Section 8 and (3) N00°10'25"W 168.83' parallel with said west line to the point of beginning.

Containing 2,785 square feet or 0.0639 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 36B
 AVENUE 416 & ROAD 80
 RIGHT OF WAY ACQUISITION

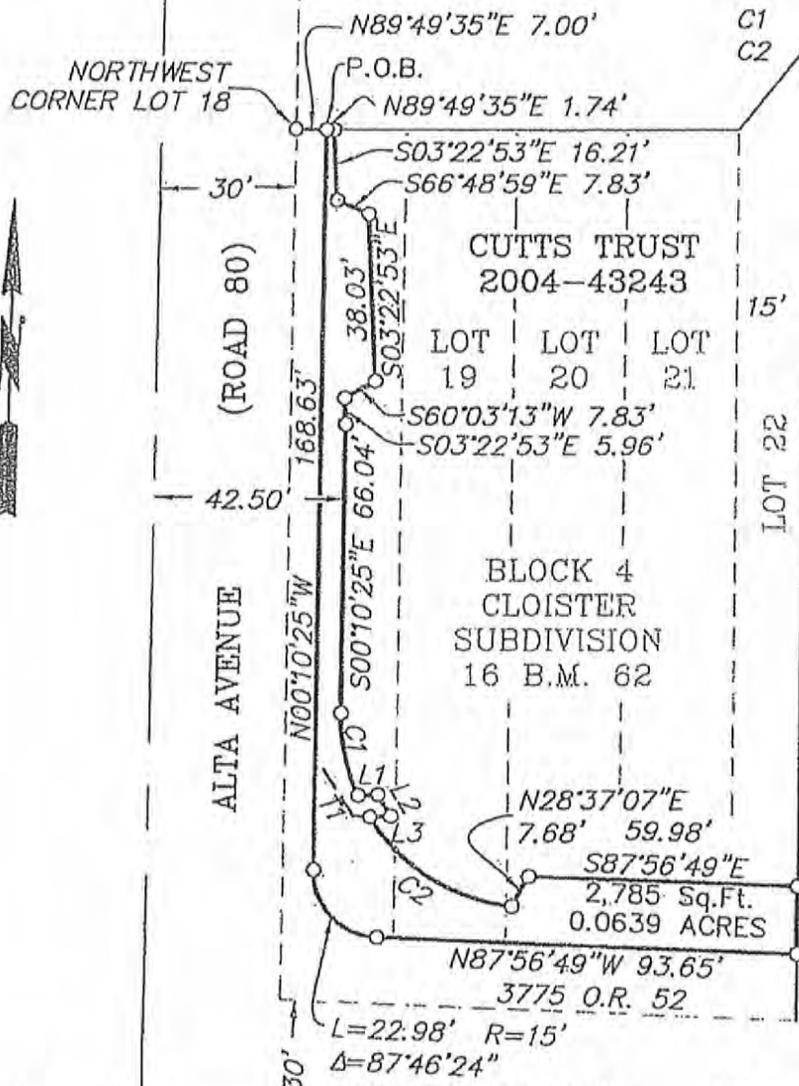
CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS
C1	25°12'30"	19.36'	44.00'
C2	50°48'08"	39.01'	44.00'

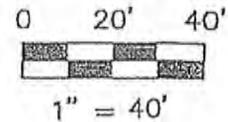
TANGENT
 T1 = S32°40'10"E

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N87°35'23"E	4.38'
L2	S31°57'12"E	5.75'
L3	S87°35'23"W	4.71'



EAST LINE OF WEST 15 FEET OF LOT 22



LEGEND

- (T) TANGENT
- o DIMENSION POINT
- P.O.B. POINT OF BEGINNING

7.8
 18 17 SOUTH LINE SECTION 8 T.16 S., R.24 E., M.D.B.&M.
 EL MONTE WAY (AVENUE 416)

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

DOKKEN
 ENGINEERING
 110 BLUE RAVINE ROAD, SUITE 200
 FOLSOM, CA 95830
 (916)858-0542

ROAD 80	
CITY OF DINUBA	
COUNTY OF TULARE	
STATE OF CALIFORNIA	
CHECKED BY: DS	PREPARED BY: TF

DATE: 5/6/14
APN: 014-161-028
DE NO. 14
SHEET 1 OF 1

OWNER: TULARE COUNTY

EXHIBIT 37A

Road 80
Right of Way Acquisition

Property: A.P.N. 014-161-027

Description:

A parcel of land lying in the southwest one-quarter of the southwest one-quarter of Section 8, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of Lot 22 in Block 4 of the Cloister Subdivision, in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 16, Page 62 of Maps, Tulare County Records and being more particularly described by metes and bounds as follows;

Beginning at a point on the east line of Lot 22 in said Block 4 which bears $N00^{\circ}10'25''W$ 7.01' from the southeast corner of said Lot 22 and being the northeast corner of that tract of land which was conveyed to the City of Dinuba by that certain Grant Deed recorded June 30, 1967 in Book 2720, Page 263, Official Records of said County, and being 37.00' north of, when measured at right angles to the south line of the southwest one-quarter of the southwest one-quarter of said Section 8;

Thence $N87^{\circ}56'49''W$ 159.12' parallel with the south line of the southwest one-quarter of the southwest one-quarter of said Section 8 to a point on the east line of the west 15.00' of Lot 22 of said Block 4 and being the northwest corner of said deed to the City;

Thence $N00^{\circ}10'25''W$ 23.02' along said east line to a point which is 60.00' north of, when measured at right angles to the south line of the southwest one-quarter of the southwest one-quarter of said Section 8;

Thence $S87^{\circ}56'49''E$ 49.42' parallel with said south line;

Thence $S77^{\circ}33'20''E$ 35.95';

Thence $S84^{\circ}58'55''E$ 63.09';

Thence $N47^{\circ}29'16''E$ 15.83' to a point on the east line of Lot 22 of said Block 4;

Thence $S00^{\circ}10'25''E$ 24.38' along said east line to the point of beginning.

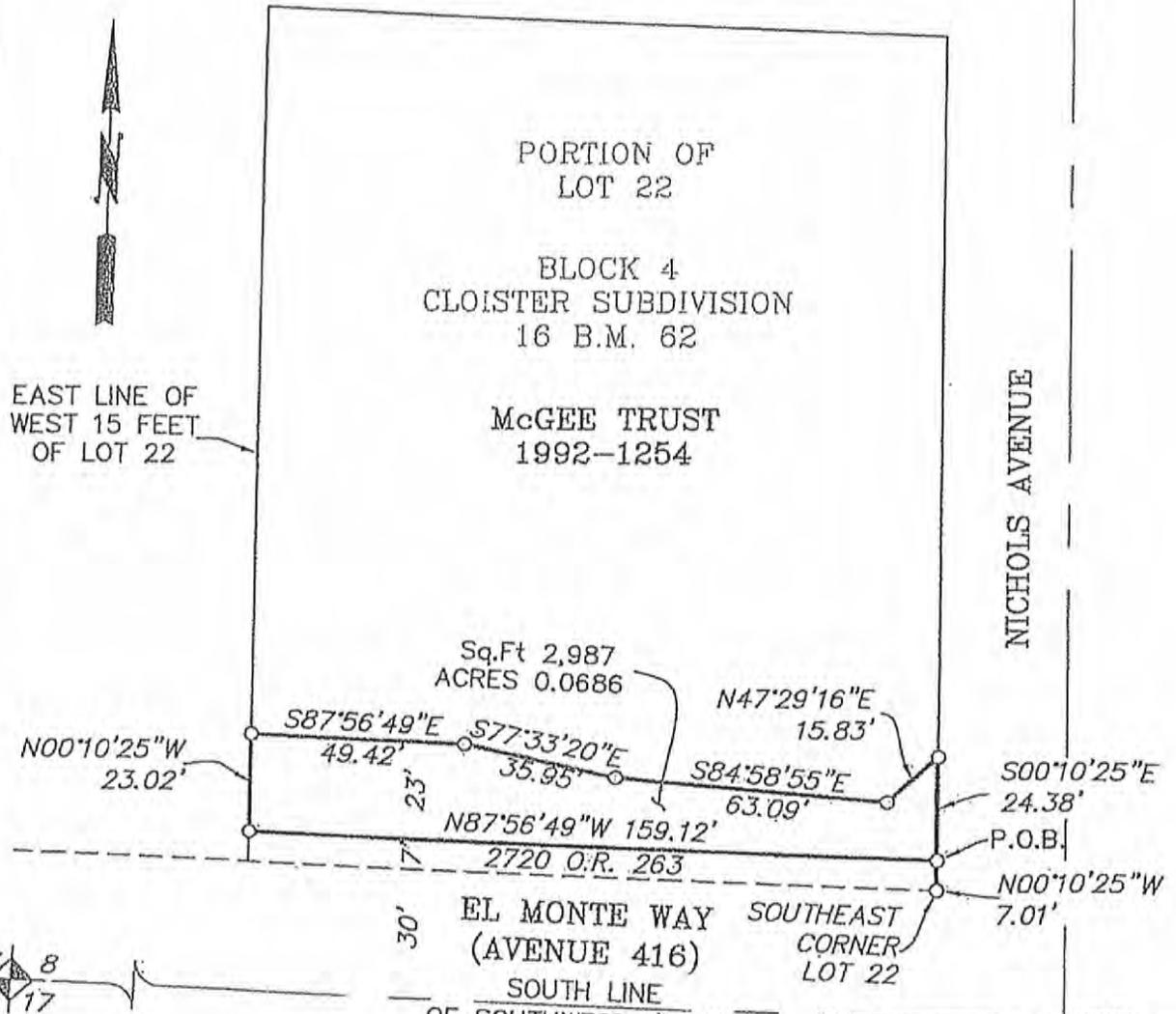
Containing 2,987 square feet or 0.0686 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description



EXHIBIT 37B
 AVENUE 416
 RIGHT OF WAY ACQUISITION

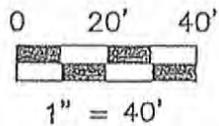


EL MONTE WAY (AVENUE 416)
 SOUTH LINE
 OF SOUTHWEST 1/4 OF
 SOUTHWEST 1/4 OF SECTION 8
 T.16 S., R. 24 E., M.D.B.&M.



LEGEND

- o DIMENSION POINT
- P.O.B. POINT OF BEGINNING



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

DE DOKKEN
 ENGINEERING
 110 BLUE RAVINE ROAD, SUITE 200
 FOLSOM, CA 95630
 (916)858-0642

ROAD 80		DATE: 5/6/14
CITY OF DINUBA COUNTY OF TULARE STATE OF CALIFORNIA		APN: 014-161-027
CHECKED BY: DS	PREPARED BY: TF	DE NO. 15
OWNER: TULARE COUNTY		SHEET 1 OF 1

ATTACHMENT E
Storm Drain Easement

Recording Requested by:

City Engineer
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

When recorded, mail to:

City Engineer
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code.
This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Current APN 017-020-058
Road 80 Relinquishments
GS PM 14-20

STORM DRAIN EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF TULARE** hereby grants to the **City of Dinuba, a municipal corporation**; an easement for the construction, maintenance, operation, inspection, repair and reconstruction of drainage facilities in, under, along, upon, and across that certain property more particularly described in Exhibit "A" and Exhibit "B" attached hereto, and by this reference, made a part hereof.

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED (APN 017-020-048)

Dated this _____ day of _____, 2015

GRANTOR:

COUNTY OF TULARE

BY: _____
J. Steven Worthley, Chairman
Tulare County Board of Supervisors

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

State of California)
County of Tulare)

On _____ before me, _____,
a notary public, personally appeared **J. Steven Worthley** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person 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

EXHIBIT "A"

Road 80
S.D. Easement

Property: A.P.N. 017-020-048

Description:

A parcel of land lying in the southeast one-quarter of the southeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being a portion of that tract of land which was conveyed to NICK J. ENNS AND ROSEMARY ENNS, CO TRUSTEES OF THE NICK J. ENNS AND ROSEMARY ENNS FAMILY TRUST DATED 5-1-84 by that certain TRUSTEES DEED UPON SALE recorded July 14, 2009 as Document No. 2009-43512, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point on the north line of the southeast one-quarter of the southeast one-quarter of said Section 18 which bears N88°53'01"W 73.11' from the northeast corner thereof;

Thence S00°34'23"E 4.59';

Thence S00°27'05"E 38.29'

Thence S89°55'36"W 4.60';

Thence N00°04'35"W 11.50';

Thence S89°55'36"W 32.42';

Thence N45°04'24"W 46.44' to a point on the north line of the southeast one-quarter of the southeast one-quarter of said Section 18;

Thence S88°53'01"E 70.18' along said north line to the point of beginning.

Containing 1,765 square feet or 0.0405 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

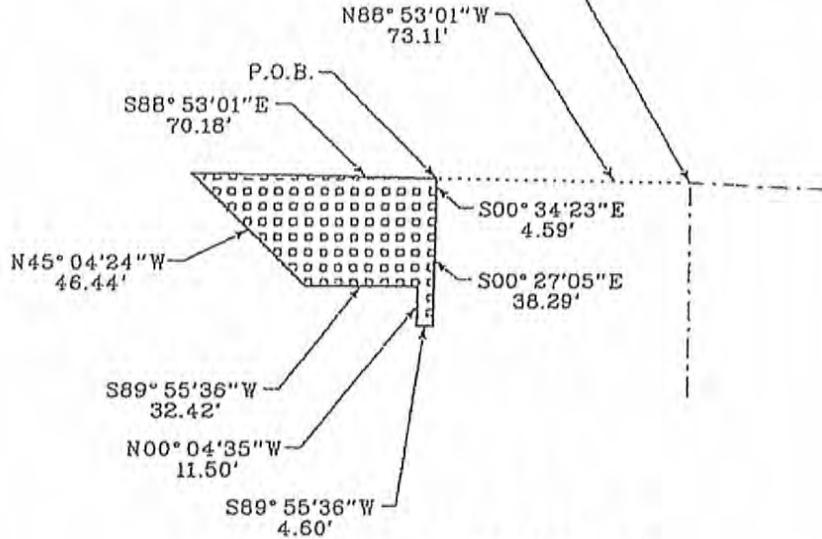
End of Description



EXHIBIT "B"



NE CORNER SE1/4 SE1/4 SECTION 18
T16S, R24E, M.D.B.&M.



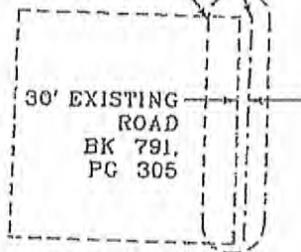
DETAIL A
SCALE 1"=50'

LEGEND:

STORM DRAIN EASEMENT
1,765 sf (0.0405ac)

NE CORNER SE1/4 SE1/4 SECTION 18
T16S, R24E, M.D.B.&M.
SEE DETAIL A
ON THIS SHEET

APN: 077-020-048
2009-43512
SE1/4 SE1/4
SECTION 18
PARCEL AREA:
9.7± ac



SCALE 1"=500'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP		STORMDRAIN EASEMENT	
ENNS FAMILY TRUST DATED 5-1-84 3158 FINLEY DRIVE KINGSBURG, CA 93631 APN 017-020-048		COUNTY OF TULARE STATE OF CALIFORNIA	
		PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING	
		 2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630	

ATTACHMENT F
Pedestrian Easement

Recording Requested by:

City Engineer
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

When recorded, mail to:

City Engineer
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code.

This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Current APN 014-161-027 Avenue 416 at Road 80 Relinquishments GS PM 14-26

GRANT OF PEDESTRIAN EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF TULARE** grants to the **CITY OF DINUBA, A MUNICIPAL CORPORATION** an easement for public access purposes over the following described real property situated in the City of Dinuba, Tulare County, State of California

See Attached EXHIBITS A and B (APN 014-161-027)

Dated this _____ day of _____, 2015

GRANTOR:
COUNTY OF TULARE

BY: _____
J. Steven Worthley, Chairman
Tulare County Board of Supervisors

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

State of California)
County of Tulare)

On _____ before me, _____,
a notary public, personally appeared **J. Steven Worthley** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person 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

EXHIBIT "A"

**Road 80
Pedestrian Easement**

Property: A.P.N. 014-161-027

Description:

A parcel of land lying in the southwest one-quarter of the southwest one-quarter of Section 8, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of Lot 22 in Block 4 of the Cloister Subdivision, in the City of Dinuba, County of Tulare, State of California, as per Map recorded in Book 16, Page 62 of Maps, Tulare County Records and being more particularly described by metes and bounds as follows;

Commencing at the southeast corner of said Lot 22, Thence $N00^{\circ}10'25''W$ 31.39' along the east line of said Lot 22; Thence departing from said east line $S47^{\circ}29'16''W$ 6.34' to the True Point of Beginning;

Thence from said True Point of Beginning $S47^{\circ}29'16''W$ 9.49';

Thence $N84^{\circ}58'55''W$ 63.09';

Thence $N77^{\circ}33'20''W$ 35.95' to a point which is 60.00' north of, when measured at right angles to the south line of the southwest one-quarter of the southwest one-quarter of said Section 8;

Thence $S87^{\circ}56'49''E$ 45.51' parallel with said south line;

Thence $S84^{\circ}58'55''E$ 59.70' to the point of beginning.

Containing 577 square feet or 0.0133 acres, more or less.

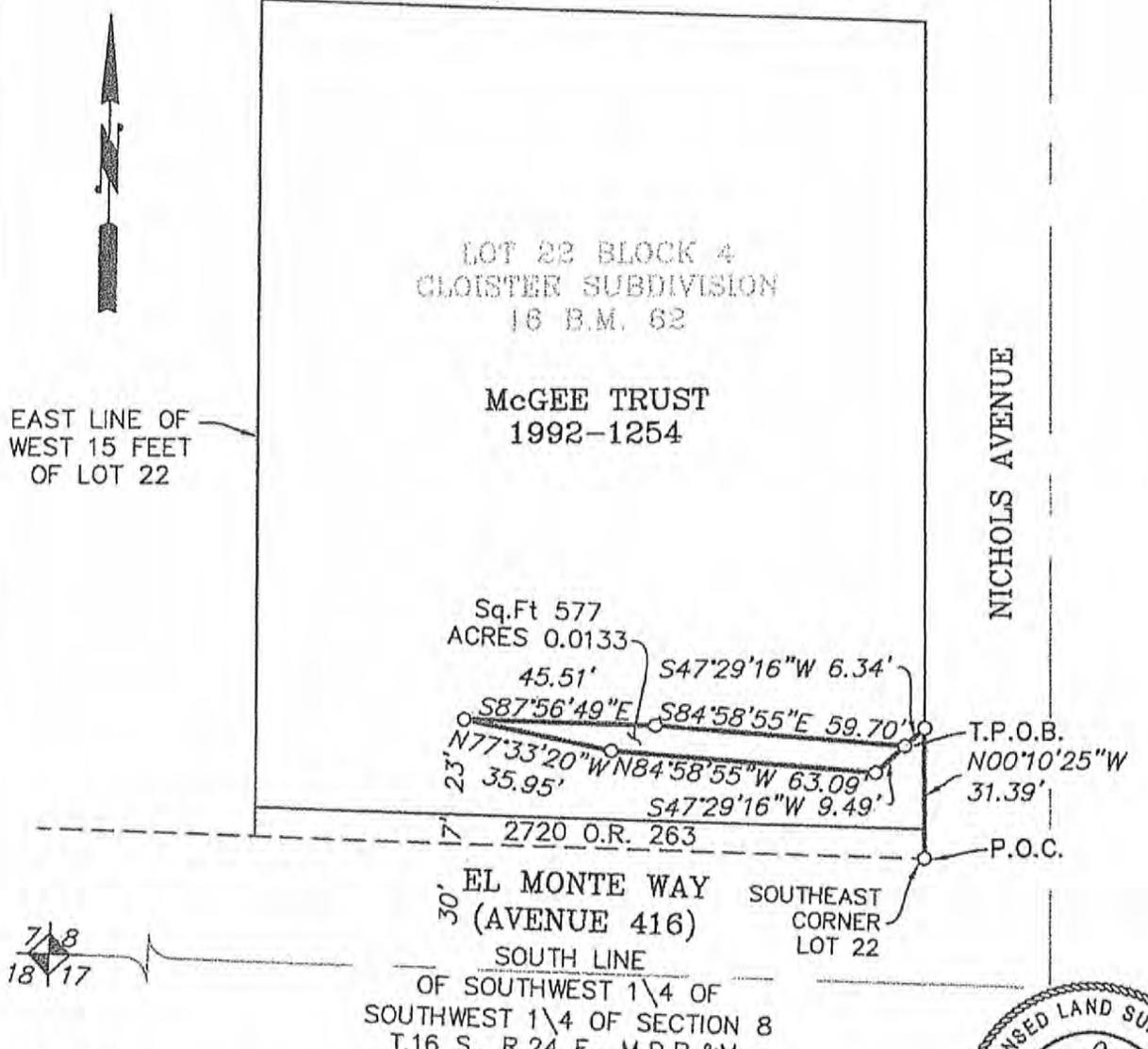
The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

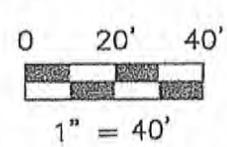


EXHIBIT "B"

AVENUE 416
PEDESTRIAN EASEMENT



- LEGEND**
- o DIMENSION POINT
 - P.O.C. POINT OF COMMENCING
 - T.P.O.B. TRUE POINT OF BEGINNING



BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

110 BLUE RAVINE ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642	ROAD 80	DATE: 5/6/14
	CITY OF DINUBA COUNTY OF TULARE STATE OF CALIFORNIA	APN: 014-161-027
	CHECKED BY: DS	PREPARED BY: MS
OWNER: TULARE COUNTY		

Attachment

Tulare County Agreement No. 24952

Agreement
Transfer of Real Property
County of Tulare
to
City of Dinuba Redevelopment Agency

THIS AGREEMENT is entered into this 5th day of April, 2011, by and between the COUNTY OF TULARE, referred to as COUNTY, and the DINUBA REDEVELOPMENT AGENCY, referred to as AGENCY, with reference to the following:

- A. WHEREAS COUNTY is the lead agency and has undertaken a project to widen and improve the intersection of Alta Avenue (Road 80) and El Monte Way (Avenue 416) within the city limits of the City of Dinuba hereinafter referred to as PROJECT;
- B. WHEREAS COUNTY has acquired certain parcels of land commonly referred to as Assessor Parcel Numbers 014-063-022 (Alcala/Viveros), 014-063-023 (Henderson), 014-063-024 (Biard) and 014-063-028 (Garza) which said parcels of land are more specifically described in Exhibit A attached hereto hereinafter referred to as PARCELS OF LAND;
- C. WHEREAS COUNTY purchased said PARCELS OF LAND with funding from the Tulare County Transportation ½ Cent Sales Tax Measure commonly referred to as MEASURE R;
- D. WHEREAS said PARCELS OF LAND are located within the City of Dinuba Redevelopment Project Area commonly known as the Merged City of Dinuba Redevelopment Project and the Dinuba Redevelopment Project No.2 (including Amendments No. 1 through 5) ;
- E. WHEREAS COUNTY is negotiating to purchase right of way for said PROJECT from the parcel commonly referred to as Assessor Parcel Number 014-063-025 (CONTRERAS);
- F. WHEREAS CONTRERAS has a desire to acquire said PARCELS OF LAND excepting therefrom that portion that is required to be retained by COUNTY for the PROJECT;
- G. WHEREAS AGENCY, under the authority of California Redevelopment Law, has the ability to negotiate with CONTRERAS for the sale of the PARCELS OF LAND excepting therefrom that portion required to be retained by COUNTY for the PROJECT; and

H. WHEREAS it is in the best interest of COUNTY, AGENCY and the PROJECT to transfer said PARCELS OF LAND excepting therefrom that portion to be retained by COUNTY for the PROJECT.

ACCORDINGLY IT IS AGREED

1. COUNTY shall convey to AGENCY said PARCELS OF LAND, excepting therefrom that portion that is required to be retained by COUNTY for the PROJECT. The legal descriptions and plats of said conveyance are attached as Exhibit B. Said conveyance shall be in the form of a Grant Deed in substantial conformance with that which is provided in Exhibit C.
2. AGENCY agrees to work with CONTRERAS to sell to CONTRERAS the PARCELS OF LAND, excepting therefrom that portion that is required to be retained by COUNTY for the PROJECT. CONTRERAS shall be provided with the right of first refusal.
3. AGENCY agrees that all proceeds from the sale of said PARCELS OF LAND, excepting therefrom that portion that is required to be retained by COUNTY for the PROJECT, shall be used to further a MEASURE R regional road project. Both COUNTY and AGENCY acknowledge that the City of Dinuba is working to advance the widening of El Monte Way (Avenue 416) westerly of the PROJECT and that utilization of the proceeds on that regional project meets the intent of this AGREEMENT.
4. COUNTY shall retain a Temporary Construction Easement over and across said PARCELS OF LAND. Said Temporary Construction Easement shall become effective upon the date that the Grant Deed identified in Paragraph 1 above is recorded with the Tulare County Recorder and shall last for a period of five (5) years from said date, or until 60 days after the recording, by COUNTY, of a notice of completion for said PROJECT, whichever occurs first.
5. This AGREEMENT represents the entire agreement between COUNTY and AGENCY as to its subject matter and no prior oral or written understanding shall be of any force of effect. No part of this Agreement may be modified without the written consent of both parties.
6. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Resource Management Agency Director
Tulare County Resource Management Agency
5961 S. Mooney Blvd.
Visalia, CA 93277

(559) 624-7000 (voice)
(559) 730-2653 (facsimile)

CITY:

Executive Director
Dinuba Redevelopment Agency
405 E. El Monte Way
Dinuba, CA 93618

(559) 591-5900 (voice)
(559) 591-5902 (facsimile)

7. Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.
8. This AGREEMENT reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
9. Unless specifically set forth, the parties to this AGREEMENT do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
10. This AGREEMENT shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this AGREEMENT shall be brought in Tulare County, California.
11. The failure of either party to insist on strict compliance with any provision of this AGREEMENT shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
12. The Recitals and the Exhibits to this AGREEMENT are fully incorporated into and are integral parts of this Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY: Mike Ennis
Mike Ennis, Chairman



ATTEST: Jean M. Rousseau
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: Daniel J. Bena
Deputy Clerk

Approved as to Form

By: Clara O. A. F. 7-25-11
County Counsel
Matter Id. ~~2011014~~ 2011297 BCF

DINUBA REDEVELOPMENT AGENCY

BY: J. Edward Todd
J. Edward Todd, Executive Director

ATTEST:

BY: Jayne Anderson
Jayne Anderson, Dinuba City Clerk

Approved as to Form

BY: Daniel T. McCloskey
Daniel T. McCloskey, Dinuba City Attorney

Exhibit A

Parcel 1 (APN 014-063-023, Henderson)

Lot 10 in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba by deed recorded June 30, 1967 in Book 2720, Page 274, of Official Records, Document No. 19000, Tulare County Records.

Parcel 2 (APN 014-063-024, Biard)

Lot 11 in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba by deed recorded June 30, 1967 in Book 2720, Page 276, of Official Records, Document No. 19001, Tulare County Records.

Parcel 3, (APN 014-063-022, Alcalá/Viveros)

Lot 8, except the east 6 feet and the west 6 feet thereof, in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba, a municipal corporation by deed recorded June 20, 1967 as Instrument No. 17661, in Book 2718, Page 202, of Official Records

Parcel 4 (014-063-028, Garza)

Lot 9 and the west 6 feet of Lot 8 measured along the north line thereof in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba by deed recorded September 19, 1968 in Book 2804, Page 543, of Official Records, Document No. 32546, Tulare County Records.

Exhibit B

Parcel 1 (APN 014-063-023)

Lot 10 in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba by deed recorded June 30, 1967 in Book 2720, Page 274, of Official Records, Document No. 19000, Tulare County Records.

Also excepting therefrom the north 12 feet of the south 24 feet thereof.

Parcel 2 (APN 014-063-024)

Lot 11 in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba by deed recorded June 30, 1967 in Book 2720, Page 276, of Official Records, Document No. 19001, Tulare County Records.

Also excepting therefrom the north 12 feet of the south 24 feet thereof.

Parcel 3 (APN 014-063-022)

Lot 8, except the east 6 feet and the west 6 feet thereof, in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba, a municipal corporation by deed recorded June 20, 1967 as Instrument No. 17661, in Book 2718, Page 202, of Official Records

Also excepting therefrom the north 12 feet of the south 24 feet thereof.

Parcel 4 (014-063-028)

Lot 9 and the west 6 feet of Lot 8 measured along the north line thereof in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba by deed recorded September 19, 1968 in Book 2804, Page 543, of Official Records, Document No. 32546, Tulare County Records.

Also excepting therefrom the north 12 feet of the south 24 feet thereof.

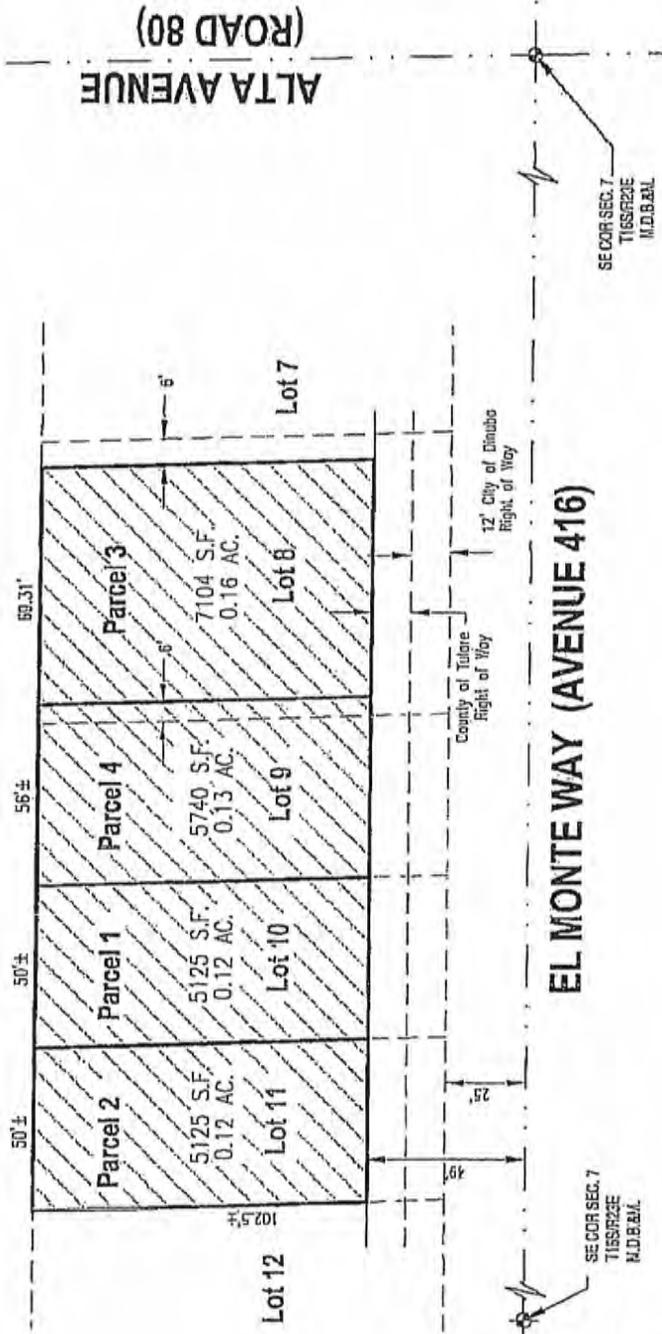


REGISTERED PROFESSIONAL ENGINEER
BRITT L. FUSSEL
BLF
No. 31677
3/10/11
Civil
STATE OF CALIFORNIA

Britt L. Fussel
3/10/11

AVENUE 416 RIGHT OF WAY TRANSFER

AFFECTING LOTS 8, 9, 10, AND 11 OF BLOCK 1
OF R.F. DUNN ADDITION TO DINUBA, BOOK 12,
PAGE 25 OF MAPS, TULARE COUNTY RECORDS



EL MONTE WAY (AVENUE 416)

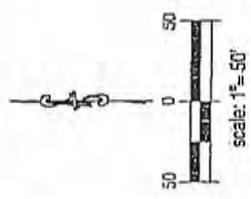
EXHIBIT "B"

Parcel 1 - APN 014-063-023 Parcel 3 - APN 014-063-022
Parcel 2 - APN 014-063-024 Parcel 4 - APN 014-063-028



PLAT MAP	
OWNER:	CITY OF TULARE 5961 S. MOONEY BLVD, VISALIA, CA 93277
	CITY OF DINUBA COUNTY OF TULARE STATE OF CALIFORNIA

SIGNATURE: *[Signature]*
DATE: 3/10/11



C:\Projects\Roads\STP and FTP\416\Right of Way and Utilities\416_R60_Rmp1.ctb

EXHIBIT C

Recording Requested by:
Redevelopment Agency of
the City of Dinuba

When recorded, mail to:
Redevelopment Agency of
the City of Dinuba
405 East El Monte Way
Dinuba, California 93618

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN 014-064-022, 028, 023, 024

GS PM 11-4

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF TULARE, GRANT(S)** to the **DINUBA REDEVELOPMENT AGENCY** the following described real property situated in the City of Dinuba, County of Tulare, State of California:

See Attachment A

Reserving unto GRANTOR, a temporary construction easement over and across said real property commencing on the date of recordation of this grant deed and ending five (5) years thereafter, or until a date 60 days after recording, by GRANTOR, a notice of completion for road improvements associated with the Avenue 416 and Road 80 intersection construction project.

Dated this _____ day of _____, 2011

GRANTOR

COUNTY OF TULARE

BY _____
Mike Ennis, Chairman
Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF TULARE) SS.

On _____, before me _____, a 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 _____

Attachment A

Parcel 1 (APN 014-063-023)

Lot 10 in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba by deed recorded June 30, 1967 in Book 2720, Page 274, of Official Records, Document No. 19000, Tulare County Records.

Also excepting therefrom the north 12 feet of the south 24 feet thereof.

Parcel 2 (APN 014-063-024)

Lot 11 in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba by deed recorded June 30, 1967 in Book 2720, Page 276, of Official Records, Document No. 19001, Tulare County Records.

Also excepting therefrom the north 12 feet of the south 24 feet thereof.

Parcel 3 (APN 014-063-022)

Lot 8, except the east 6 feet and the west 6 feet thereof, in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba, a municipal corporation by deed recorded June 20, 1967 as Instrument No. 17661, in Book 2718, Page 202, of Official Records

Also excepting therefrom the north 12 feet of the south 24 feet thereof.

Parcel 4 (014-063-028)

Lot 9 and the west 6 feet of Lot 8 measured along the north line thereof in Block 1 of R. F. Dunn Addition to Dinuba, in the city of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 12, Page 25 of Maps, Tulare County Records.

Excepting therefrom the south 12 feet as conveyed to the city of Dinuba by deed recorded September 19, 1968 in Book 2804, Page 543, of Official Records, Document No. 32546, Tulare County Records.

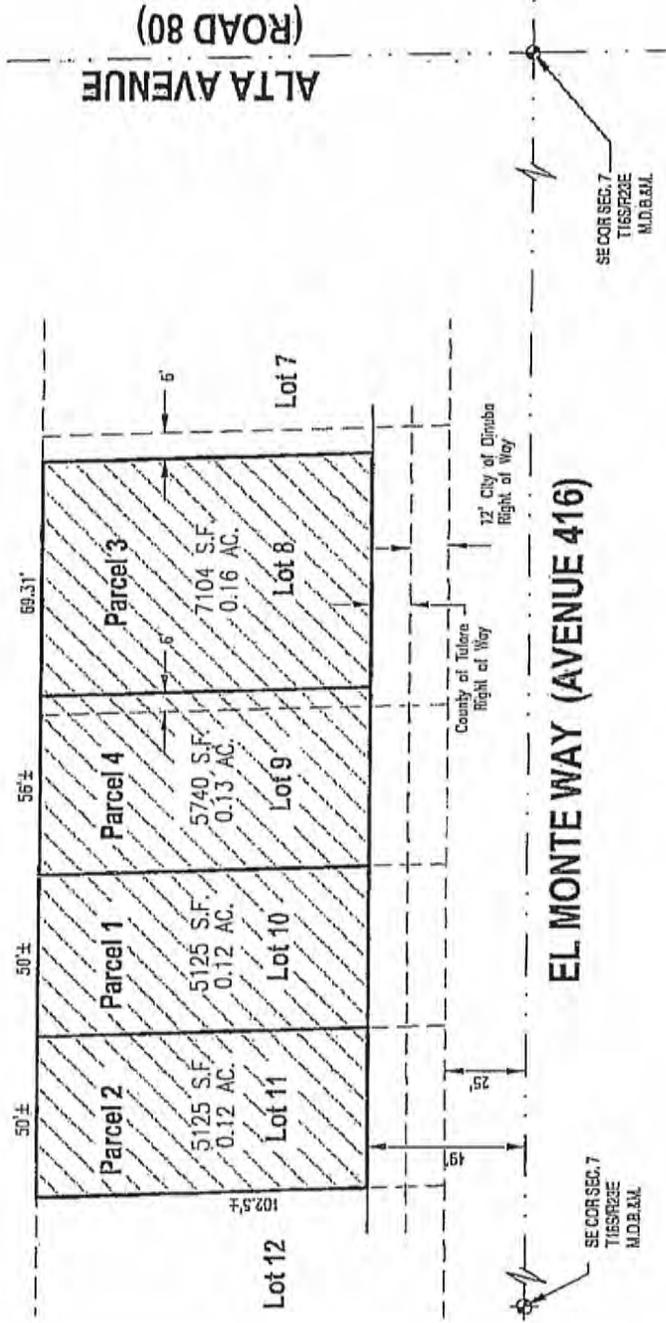
Also excepting therefrom the north 12 feet of the south 24 feet thereof.



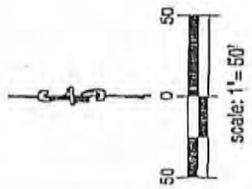
Britt L. Fusse
3/10/14

AVENUE 416 RIGHT OF WAY TRANSFER

AFFECTING LOTS 8, 9, 10, AND 11 OF BLOCK 1
OF R.F. DUNN ADDITION TO DINUBA, BOOK 12,
PAGE 25 OF MAPS, TULARE COUNTY RECORDS



EL MONTE WAY (AVENUE 416)



SIGNATURE: *[Signature]*
DATE: 3/10/14

Parcel 1 - APN 014-063-023 Parcel 3 - APN 014-063-022
Parcel 2 - APN 014-063-024 Parcel 4 - APN 014-063-028



PLAT MAP	
OWNER:	CITY OF TULARE 5961 S. MOONEY BLVD. VISALIA, CA 93277
	CITY OF DINUBA COUNTY OF TULARE STATE OF CALIFORNIA

G:\Projects\Reeds\STP and FTR\4416\Right of Way and Utilities\416_FROL_Rfppl.dwg

Attachment

Letter from TCAG dated December 10, 2014



210 North Church St. Suite B.
Visalia, California 93291
Phone (559)623-0450
Fax (559)733-6720
www.tularecog.org

December 10, 2014

Michael R. Bond
Interim Assistant Director-Public Works
County of Tulare Resource Management Agency
5961 S. Mooney Blvd.
Visalia, CA 93277

Re: November 18, 2014 letter regarding Cooperative Agreement, Road 80 Widening Project

Dear Mr. Bond:

TCAG/TCTA is in receipt of your letter dated November 18, 2014 (letter attached) that confirms two parcels are covered by Tulare County Cooperative Agreement No. 23354.

The County may proceed with transfer of title of the two parcels to the City of Dinuba.

There is precedence for this action. On April 5, 2011, Tulare County entered into an agreement with the Dinuba Redevelopment Agency to convey four parcels along the north side of El Monte Way west of Alta Avenue. The agreement states that the proceeds from the sale of the parcels shall be used to further a Measure R regional project.

Please contact me if there are any questions.

Sincerely,

A handwritten signature in black ink that reads 'Ted Smalley'.

Ted Smalley, Executive Director
Tulare County Association of Governments

Cc: Michael Spata, Dean Uota
Blanca Beltran, Leslie Davis

Attachment: County of Tulare November 18, 2014 letter

**MASTER DEVELOPMENT SCHEDULE
RESIDENTIAL
08/07/15**

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 8/11/2015	√ √	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 9/26/2006 9/26/2006 9/26/2006	yes yes yes	8/3/2006 8/3/2006 8/3/2006	10/3/2006 10/3/2006 10/3/2006	10/10/2006 10/10/2006 10/10/2006 all ext to 10/10/2010 10/10/2012 per AB 333 10/10/2014 per AB 208 10/10/2016 per AB 116						75	75											
													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
8/7/2015**

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.	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
8/7/2015

DEVELOPMENT	ANNEXED? DATE RATIFIED	PRELIM. SITE PLAN	DRC	PLANNING COMMISSION SITE PLAN	CITY COUNCIL SITE PLAN	PERMIT ISSUED DATE
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City 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: August 11, 2015

SUBJECT: Action of Planning Commission – Meeting of August 4, 2015

The Planning Commission took the following actions at the meeting:

- The Planning Commission approved the minutes of the July 7, 2015 Planning Commission Meeting.
- The Planning Commission held a public hearing for Application No. 2015-07, a Time Extension request (due to project financing delays) for a Conditional Use Permit to allow a convenience store/gas station, alcoholic beverage sales, and a setback variance, located at 42767 Road 80, in Dinuba. The request was submitted by Manuel Vidales (Applicant). No public comment was received. Staff recommended that the Commission approve the request as proposed. Pursuant to Staff's recommendation, the Planning Commission approved the application to give a one year extension of time to June 3, 2016.
- The Planning Commission held a public hearing for Application No. 2015-08, a Zone Text Amendment proposing changes to the Dinuba Zoning Ordinance in regards to recommendations of the 2003-2009 Dinuba Housing Element, signage, State regulations for massage parlors and solar systems, onsite parking, social halls, uses in Industrial zones, and enforcement processes. The proposal affects locations Citywide. The proposal was submitted by the City of Dinuba. No public comment was received. Staff's recommendation was to approve the proposal as presented. The Planning Commission, upon considering Staff's recommendation, made the following modifications:
 - Removal of onsite parking requirements for 2nd dwellings - The Commission recommended denial;
 - Addition of mobilehome in Residential Use Matrix – The Commission recommended addition of definition for modular home;
 - Replacing distance between structures rules in Multi-Family Zones with standard 10 foot setback, increase height limit to 35 feet or 3 stories – The Commission recommended denial of the standard 10 foot setback and requested Building and Fire Department Staff meet to formulate a new setback recommendation to the



City Manager's Office
559/591-5904

Development Services
559/591-5906

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559/591-5940

City Attorney
559/437-1770

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Fire/Ambulance Services
559/591-5931

Administrative Services
559/591-5900

Engineering Services
559/591-5906

Police Services
559/591-5914

Dinuba City Council and addition of increased setbacks for two and three story buildings when adjacent to single family residential zones;

- Removal of onsite parking requirements for employees – The Commission recommended modifying medical use parking requirements from one space per 250 sq. ft. of floor area to one space per 200 sq. ft. of floor area.

Pursuant to Staff's recommendation as modified, the Planning Commission unanimously recommended approval of the proposal, sending its recommendation to the City Council for final approval.

- The Planning Commission held a public hearing for Application No. 2015-09, a Conditional Use Permit application to allow a dance/meeting hall with digital signage and the sale and serving of alcoholic beverages, located at 118 S. "K" Street, in Dinuba. The request was submitted by Jesus Pelayo (Applicant). Staff then recommended that the Commission approve the Application as proposed. Public comment was received from Pelayo requesting modifications to the recommended Conditions of Approval (COA) as follows:
 - Change COA No. 2 from bi-annual reviews of the Conditional Use Permit to annual reviews (as specified in the ZO) of sale of alcoholic beverages;
 - Remove COA No. 11, which limits promotional events to 12 per year;
 - Modify COA No. 12 to reflect the recommendations of Applicants parking analysis, so that occupancy is determined by the Building Code and available parking.
 - Modify COA No. 16 through 20 to remove security requirements for promotional events.

The Commission considered the requests of the Applicant in Closed Session. Following discussion, the Commission moved to approve Staff's recommendation, with the following modifications to the COAs:

- Modify COA No. 2 from bi-annual reviews of the Conditional Use Permit to annual reviews of the Conditional Use Permit;
- Modify COA No. 12 to allow up to 300 occupants for any given event and up to 400 occupants if proof of joint parking agreement(s) are submitted.
- Modify COA No. 16 to include a requirement for the Applicant to consult with the Dinuba Police Department to determine security needs for promotional events.

Pursuant to Staff's recommendation as modified, the Planning Commission unanimously approved the proposal.



City Council Report

City Council Meeting: August 11, 2015
Department: Police Department

TO: City Manager Luis Patlan
Dinuba City Council

FROM: Chief Devon Popovich
By: Azalia Chavez, Administrative Assistant
Ph: 559.591.5914, ext. 224
Fax: 559.591.5920
Email: achavez@dinuba.ca.gov

SUBJECT: Approval – School Resource Officer Annual Agreement

RECOMMENDED ACTION:

Request that City Council authorize the City Manager to execute the School Resource Officer (SRO) Agreement with the Dinuba Unified School District for the 2015-2016 school year.

BACKGROUND:

The City of Dinuba and the Dinuba Unified School District have been in partnership under a formal School Resource Officer (SRO) agreement since 1999. This agreement provides for two School Resource Officers. One officer assigned to the Dinuba High School campus on a shared basis with Sierra Vista campus and one officer assigned to the Washington Intermediate School campus on a shared basis with JFK Academy. The SRO program provides for a police presence on campus and police services in the areas of crime prevention, intervention/enforcement, teaching and counseling.

DISCUSSION:

This SRO partnership with the school district has improved the on-campus environment for safety, and the behavior, attendance and grades of students. The school district is supportive in continuing this agreement with the City. Minor adjustments have been made in the financial sections of the agreement to reflect the increase in salary and benefits of the officers.

FINANCIAL IMPACT:

The agreement provides that the City and the District agree to share in the costs, salary, benefits, vehicle maintenance, training, and estimated overtime, of the two SRO's, each entity paying 50% of these expenditures. The cost for the 2015–2016 school year will be \$138,639 per assigned officer for the one-year period of this agreement. The school district agrees to reimburse the City, billed on a quarterly basis over the 2015–2016 school year for a total of \$138,639.

Attachment
A. SRO Agreement

Attachment 'A'

**Campus Based Peace Officer (CBPO)
City/School Agreement**

This agreement is entered into, and recognized as a vital working partnership agreement (Based on the City/School JPA), between the City of Dinuba referred to as the CITY, and the Dinuba Unified School District, referred to as the DISTRICT.

The City and District desire to place one School Resource Officer (SRO) on the campus of the Dinuba High School and one School Resource Officer on the campus of the Washington Intermediate School and Sierra Vista School. This represents a total of two SRO's assigned to the District for the purpose of providing police presence and police services in the areas of prevention, intervention/enforcement, training and counseling.

It is the intent of the City and District that the establishment of the SRO partnership will improve the safety, behavior, attendance and grades of the students on the campuses as measured by a decrease in suspensions, student expulsions, illegal offenses and juvenile crime.

The City and District are willing to enter into this agreement upon the terms and conditions set forth:

1. The City shall provide to the District:
 - a. Two SRO's, one assigned to the campus of Dinuba High School on a shared basis with Sierra Vista campus and one assigned to the Washington Intermediate School campus.

- b. All SRO's will be scheduled to be at the schools of their respective assignment during the hours and times recommended by the schools' principal and mutually agreed upon by the City and District. Generally this will be between 7:30 AM and 4:30 PM Monday through Friday with considerations given for flexible scheduling on days with school events such as games and dances.
- c. Generally speaking the SRO's will be available for a 40-hour workweek beginning the 2nd week of August through the 4th week of May. Vacations and time off will track as practical with the District's vacation and time off schedules.
- d. All SRO's are Peace Officers under the Penal Code and are employed by the Dinuba Police Department answerable directly and solely to the Chief of Police or the Chief's designee.

2. The District shall provide to support this program the following:

- a. The Principal of each site shall designate a site administrator as the liaison and District operational coordinator to the SRO and will provide a system of accountability by which the SRO can follow which is conducive to the normal operations of the District and City.
- b. Each school site shall provide adequate office space on-site; along with a desk, telephone, school site radio, and office supplies.

- c. Provide up to \$2000 annually for training for POST certified and assignment related classes to further develop the skills and abilities of the SRO's. Such training and classes will support a planned developmental program mutually developed by the District and City. (Please see Exhibit 'B' for available courses to attend as needed.)
 - d. Designated parking spots will be available at each site for the SRO official vehicle.
3. School Resource Officers shall provide the following to the campus of their respective assignments:
- a. The SRO attire will be the police service uniform with modifications authorized to include a police standard polo shirt and jacket.
 - b. Each SRO will be assigned a patrol vehicle appropriately marked and identified as a police vehicle as a part of this program.
 - c. SRO will work on their assigned campus as their primary workstation throughout the school year in a collaborative manner with the site administrators and staff, maintaining the highest level of visibility possible. It will be the intent of this agreement, for the SRO's not to be called away from their assigned school work site for any form of routine police business. SRO's may be called to leave their work site only for incidents of catastrophic scale jeopardizing citywide security after proper notification to the site administrator.
 - d. SRO's will develop and maintain open communications and accountability with the administration of their assigned campus and foster and maintain that accountability

with the management of the school so the District is always aware of the officer's status on and off campus.

- e. SRO's will make a positive effort to interact with students as a representative of the Dinuba Police Department and as an adult role model outside the classroom, on the school grounds or during any school activity.
- f. SRO's will utilize intervention, prevention teaching, counseling and enforcement skills with all the students with special attention to those involved in criminal activity.
- g. g. SRO's will conduct investigations of criminal/juvenile related cases where either the victim, witness or suspect attends the school whether the case is on site or assigned as a follow up investigation.
- h. h. SRO's shall make every effort to see that school employees understand the instructional, intervention, or enforcement role of the SRO and how to best utilize the services provided by the Police Department.
- i. i. SRO's will work in a coordinating role with District staff to plan and implement monthly meetings to strategically plan and target assistance on issues regarding critical information involving criminal activity related to the schools. These meetings shall involve appropriate City and District staff, representatives of the District Attorney's Office, Tulare County Sheriff's Department, Tulare County Gang Task Force, Probation, and other agencies as needed.
- j. j. SRO's will attend school expulsion hearings and other administrative meetings as requested by assigned school or district administration.

4. Financial Agreement:

a. Fiscal Breakdown in Partnership Agreement.

1. The District and the City hereby agree to share in the costs, salary, benefits, vehicle maintenance, training and estimated overtime, of the two SRO's (All at the same pay level of a Police Officer) by each paying 50% of these expenditures. Each party shall pay an estimated \$138,639 for the annual period of this agreement (see Exhibit 'A').

2. The City of Dinuba will bill the District at the end of each quarter for one-fourth of \$138,639. The District shall pay that invoice within 30 days to the City of Dinuba. (Prorated for the first year of implementation.)

5. Miscellaneous items:

a. This agreement shall commence on August 10, 2015 and continue in full force through June 30, 2016, and must be renewed annually.

b. One SRO will be assigned to provide coverage during the summer school session at Dinuba High School as mutually agreed upon by the City and District. Generally this will be between 7:00 AM and 2:30 PM Monday through Thursday.

c. This agreement may be terminated at any time by either party upon 120 days prior written notice to the other party.

d. The City and the District shall hold harmless, defend, and indemnify each other from and against any liability, claims, and actions, costs, damages, or losses from injury including death to any person, or damage to any property

as a result of any act or omission of the indemnifying party or its employees
or agents in the performance of activities under this agreement.

City Manager

Date

Superintendent

Date

Exhibit 'A'

City of Dinuba
School Resource Officers
FY 15/16

Annual Salary	\$ 82,467
PERS	\$ 22,396
Medicare	\$ 1,195
Life Insurance/LTD	\$ 2,225
Health, Vision, Dental	\$ 15,800
Unemployment	\$ 104
Worker's Comp.	\$ 6,345
Clothing Allowance	\$ 800
Group Insurance (Liability and Risk Management)	\$ 4,895
Overtime	\$ 2,412
Total	\$138,639

Exhibit 'B'

POST Training and Classes

Course	Location
Office of Juvenile Justice & Delinquency Prevention	Los Angeles, CA
School Resource Officer - Inter	Redlands Police Department 212 Brookside Avenue Redlands, CA 92373
School Resource Officer - Adv.	Redlands Police Department 212 Brookside Avenue Redlands, CA 92373
School/Community Viol - Rapid Intrv	Fresno County Sheriff's Department 1256 E. Divisadero Fresno, CA 93721
Schools/Crime Prevention	Alameda County Sheriff's Department Academy Training Ctr. 6289 Madigan Road Dublin, CA 94568
Schools/Legal Issues	Alameda County Sheriff's Department Academy Training Ctr. 6289 Madigan Road Dublin, CA 94568
Schools/Youth Suicide	San Diego County Sheriff's Department 10440 Black Mountain Road San Diego, CA 92126
Juvenile Law Enforcement	Los Angeles Police Department 1880 N. Academy Drive Los Angeles, CA 90012
D.A.R.E High School	Los Angeles Police Department 1880 N. Academy Drive Los Angeles, CA 90012
D.A.R.E. Jr. High/Mid School	Los Angeles Police Department 1880 N. Academy Drive Los Angeles, CA 90012
Tactical Resp. School/Comm. Viol	Belmont Police Department 1215 Ralston Avenue Belmont, CA 94002

Campus Based Peace Officer (CBPO) City/School Agreement

This agreement is entered into, and recognized as a vital working partnership agreement (Based on the City/School JPA), between the City of Dinuba referred to as the CITY, and the Dinuba Unified School District, referred to as the DISTRICT.

The City and District desire to place one School Resource Officer (SRO) on the campus of the Dinuba High School and one School Resource Officer on the campus of the Washington Intermediate School and Sierra Vista School. This represents a total of two SRO's assigned to the District for the purpose of providing police presence and police services in the areas of prevention, intervention/enforcement, training and counseling.

It is the intent of the City and District that the establishment of the SRO partnership will improve the safety, behavior, attendance and grades of the students on the campuses as measured by a decrease in suspensions, student expulsions, illegal offenses and juvenile crime.

The City and District are willing to enter into this agreement upon the terms and conditions set forth:

1. The City shall provide to the District:
 - a. Two SRO's, one assigned to the campus of Dinuba High School on a shared basis with Sierra Vista campus and one assigned to the Washington Intermediate School campus.
 - b. All SRO's will be scheduled to be at the schools of their respective assignment during the hours and times recommended by the schools' principal and mutually

agreed upon by the City and District. Generally this will be between 7:30 AM and 4:30 PM Monday through Friday with considerations given for flexible scheduling on days with school events such as games and dances.

- c. Generally speaking the SRO's will be available for a 40-hour workweek beginning the 2nd week of August through the 4th week of May. Vacations and time off will track as practical with the District's vacation and time off schedules.
- d. All SRO's are Peace Officers under the Penal Code and are employed by the Dinuba Police Department answerable directly and solely to the Chief of Police or the Chief's designee.

2. The District shall provide to support this program the following:

- a. The Principal of each site shall designate a site administrator as the liaison and District operational coordinator to the SRO and will provide a system of accountability by which the SRO can follow which is conducive to the normal operations of the District and City.
- b. Each school site shall provide adequate office space on-site; along with a desk, telephone, school site radio, and office supplies.
- c. Provide up to \$2000 annually for training for POST certified and assignment related classes to further develop the skills and abilities of the SRO's. Such training and classes will support a planned developmental program mutually developed by the District and City. (Please see Attachment B for available courses to attend as needed.)
- d. Designated parking spots will be available at each site for the SRO official vehicle.

3. School Resource Officers shall provide the following to the campus of their respective assignments:

- a. The SRO attire will be the police service uniform with modifications authorized to include a police standard polo shirt and jacket.
- b. Each SRO will be assigned a patrol vehicle appropriately marked and identified as a police vehicle as a part of this program.
- c. SRO will work on their assigned campus as their primary workstation throughout the school year in a collaborative manner with the site administrators and staff, maintaining the highest level of visibility possible. It will be the intent of this agreement, for the SRO's not to be called away from their assigned school work site for any form of routine police business. SRO's may be called to leave their work site only for incidents of catastrophic scale jeopardizing citywide security after proper notification to the site administrator.
- d. SRO's will develop and maintain open communications and accountability with the administration of their assigned campus and foster and maintain that accountability with the management of the school so the District is always aware of the officer's status on and off campus.
- e. SRO's will make a positive effort to interact with students as a representative of the Dinuba Police Department and as an adult role model outside the classroom, on the school grounds or during any school activity.
- f. SRO's will utilize intervention, prevention teaching, counseling and enforcement skills with all the students with special attention to those involved in criminal activity.

- g. SRO's will conduct investigations of criminal/juvenile related cases where either the victim, witness or suspect attends the school whether the case is on site or assigned as a follow up investigation.
- h. SRO's shall make every effort to see that school employees understand the instructional, intervention, or enforcement role of the SRO and how to best utilize the services provided by the Police Department.
- i. SRO's will work in a coordinating role with District staff to plan and implement monthly meetings to strategically plan and target assistance on issues regarding critical information involving criminal activity related to the schools. These meetings shall involve appropriate City and District staff, representatives of the District Attorney's Office, Tulare County Sheriff's Department, Tulare County Gang Task Force, Probation, and other agencies as needed.
- j. SRO's will attend school expulsion hearings and other administrative meetings as requested by assigned school or district administration.

4. Financial Agreement:

- a. Fiscal Breakdown in Partnership Agreement.
 - 1. The District and the City hereby agree to share in the costs, salary, benefits, vehicle maintenance, training and estimated overtime, of the two SRO's (All at the same pay level of a Police Officer) by each paying 50% of these expenditures. Each party shall pay an estimated \$138,639 for the annual period of this agreement (See attachment A).
 - 2. The City of Dinuba will bill the District at the end of each quarter for one-fourth of \$138,639. The District shall pay that invoice within 30 days to the City of Dinuba. (Prorated for the first year of implementation.)

5. Miscellaneous items:

- a. This agreement shall commence on August 10, 2015 and continue in full force through June 30, 2016, and must be renewed annually.
- b. One SRO will be assigned to provide coverage during the summer school session at Dinuba High School as mutually agreed upon by the City and District. Generally this will be between 7:00 AM and 2:30 PM Monday through Thursday.
- c. This agreement may be terminated at any time by either party upon 120 days prior written notice to the other party.
- d. The City and the District shall hold harmless, defend, and indemnify each other from and against any liability, claims, and actions, costs, damages, or losses from injury including death to any person, or damage to any property as a result of any act or omission of the indemnifying party or its employees or agents in the performance of activities under this agreement.

City Manager

Date

Superintendent

Date

ATTACHMENT A

**City of Dinuba
School Resource Officers
FY 15/16**

Annual Salary	\$ 82,467
PERS	\$ 22,396
Medicare	\$ 1,195
Life Insurance/LTD	\$ 2,225
Health, Vision, Dental	\$ 15,800
Unemployment	\$ 104
Worker's Comp.	\$ 6,345
Clothing Allowance	\$ 800
Group Insurance (Liability and Risk Management)	\$ 4,895
Overtime	\$ 2,412
Total	\$138,639

AVAILABLE COURSE FOR SRO'S TO ATTEND (AS NEEDED)

<u>Course</u>	<u>Location</u>
Office of Juvenile Justice and Delinquency Prevention Seminar	Los Angeles, CA
School Resource Officer - Inter	Redlands Police Department 212 Brookside Avenue Redlands, CA 92373
School Resource Officer - Adv.	Redlands Police Department 212 Brookside Avenue Redlands, CA 92373
School/Community Viol - Rapid Intrv	Fresno County Sheriff's Department 1256 E. Divisadero Fresno, CA 93721
Schools/Crime Prevention	Alameda County Sheriff's Department Academy Training Ctr. 6289 Madigan Road Dublin, CA 94568
Schools/Legal Issues	Alameda County Sheriff's Department Academy Training Ctr. 6289 Madigan Road Dublin, CA 94568
Schools/Youth Suicide	San Diego County Sheriff's Department 10440 Black Mountain Road San Diego, CA 92126
Juvenile Law Enforcement	Los Angeles Police Department 1880 N. Academy Drive Los Angeles, CA 90012
D.A.R.E High School	Los Angeles Police Department 1880 N. Academy Drive Los Angeles, CA 90012
D.A.R.E. Jr. High/Mid School	Los Angeles Police Department 1880 N. Academy Drive Los Angeles, CA 90012
Tactical Resp. School/Comm. Viol	Belmont Police Department 1215 Ralston Avenue Belmont, CA 94002



City Council Report

City Council Meeting: August 11, 2015

Department: City Manager's Office

To: Luis Patlan, City Manager

From: Dean K. Uota, PE, City Engineer

Ph: 559.591.5906

Email: duota@dinuba.ca.gov

Subject: Grant of Easement for Fill Slope Purposes and Grant of Easement for Sanitary Sewer Main Purposes for the benefit of a portion of APN 017-290-010

RECOMMENDED ACTION

It is recommended that the City Council approve the subject two Grants of Easement to Farm Credit West, FCLA and authorize the City Manager to sign the documents.

BACKGROUND

The City of Dinuba entered into a Purchase and Sale Agreement and associated Development Agreement (Both Dated December 19, 2014) for the sale and development of a one (1) acre parcel (Site) located south of El Monte Way and west of Monte Vista Drive with Farm Credit West (FCW), FCLA for the construction of new commercial building for single or multiple tenant use.

The City caused the preparation of a parcel map to create the proposed one (1) acre parcel from a City of Dinuba owned approximately 5.7 acre parcel. Parcel Map No. 5122 was recorded on January 29, 2015 in Volume 52 of Maps, at page 29 Tulare County Records creating said parcel with vehicular and legal access to El Monte Way and Monte Vista Drive provided by existing reciprocal access easements shown on Parcel Map No. 4807 and Parcel Map No. 4757. Easements for utilities could not be shown on Parcel Map No. 5122 because their location were still under design at the time of Map recordation.

DISCUSSION

The subject FCW site as an interior "landlocked" parcel requires easements across adjoining developed parcels for access and extension of supporting utilities (sewer, water, electric, gas, telephone, cable), both public and private. The City had agreed to assist FCW in securing needed Grant(s) of Easement(s) for the extension of public and private utilities across adjacent private properties when FCW design efforts had determined the optimal alignments. FCW has determined that the private utilities shall be extended from El Monte Way south through the driveway between the Waterdrops Express Carwash and Carl's Jr., which is owned by the

Carwash (ALISAM). The City has assisted in obtaining the approval of ALISAM to grant the needed utilities easements.

The nearest sanitary sewer is on the City owned property to the west of the Site. Therefore, it is necessary for the City to convey a Grant of Easement to FCW for the extension of sewer service to the Site.

The Site does not have direct access to underground storm drain systems; the City agreed to allow FCW to continue the developed pattern of surface drainage to Monte Vista Drive, which required import fill. The filling of the Site for drainage purposes requires a Grant of Easement for slope purposes by the City to FCW.

FINANCIAL IMPACT

The recommend action will not have a financial impact upon the City of Dinuba.

Attachment

- A. Grant of Easement

ATTACHMENT 'A'

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO

Name: City of Dinuba
Address: Engineering & Planning Division
1088 East Kamm Avenue
City, State Zip: Dinuba, CA 93618
Attn: Dean Uota

SPACE ABOVE FOR RECORDER'S USE

Grant of Easement

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ NONE
 _____ unincorporated area City of Dinuba
Parcel No.: _____
 computed on full value of interest or property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale, and

THIS DOCUMENT IS RECORDED AT THE REQUEST OF, AND FOR THE BENEFIT OF, THE CITY OF DINUBA AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTION 6103

FOR A VALUABLE CONSIDERTION, receipt of which is hereby acknowledged, represents that, as the owner(s) of herein-described real property,

THE CITY OF DINUBA, A MUNICIPAL CORPORATION

hereby GRANTS to FARM CREDIT WEST, an easement for sanitary sewer main line purposes over the real property in the City of Dinuba, County of Tulare, State of California, described as follows:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION AND EXHIBIT 'B' FOR PLAT

State of California)
County of Tulare) S.S.

On _____
before me, _____
Notary Public, personally appeared _____

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.

_____ 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.

CITY OF DINUBA, A Municipal Corporation

By: _____

NAME, Title

· Notary Acknowledgment required for each signatory
· Title Report required for signatory requirements of those having record title interest in the real property.
· Evidence of signature authority required for those signing on behalf of corporations and partnerships.

Signature of Notary Public _____ (Seal)

ATTACHMENT 'A' (Continued)

EXHIBIT "A"

Easement for Sanitary Sewer Purposes
Lane Engineers, Inc. Job No. 14331
July 24, 2015

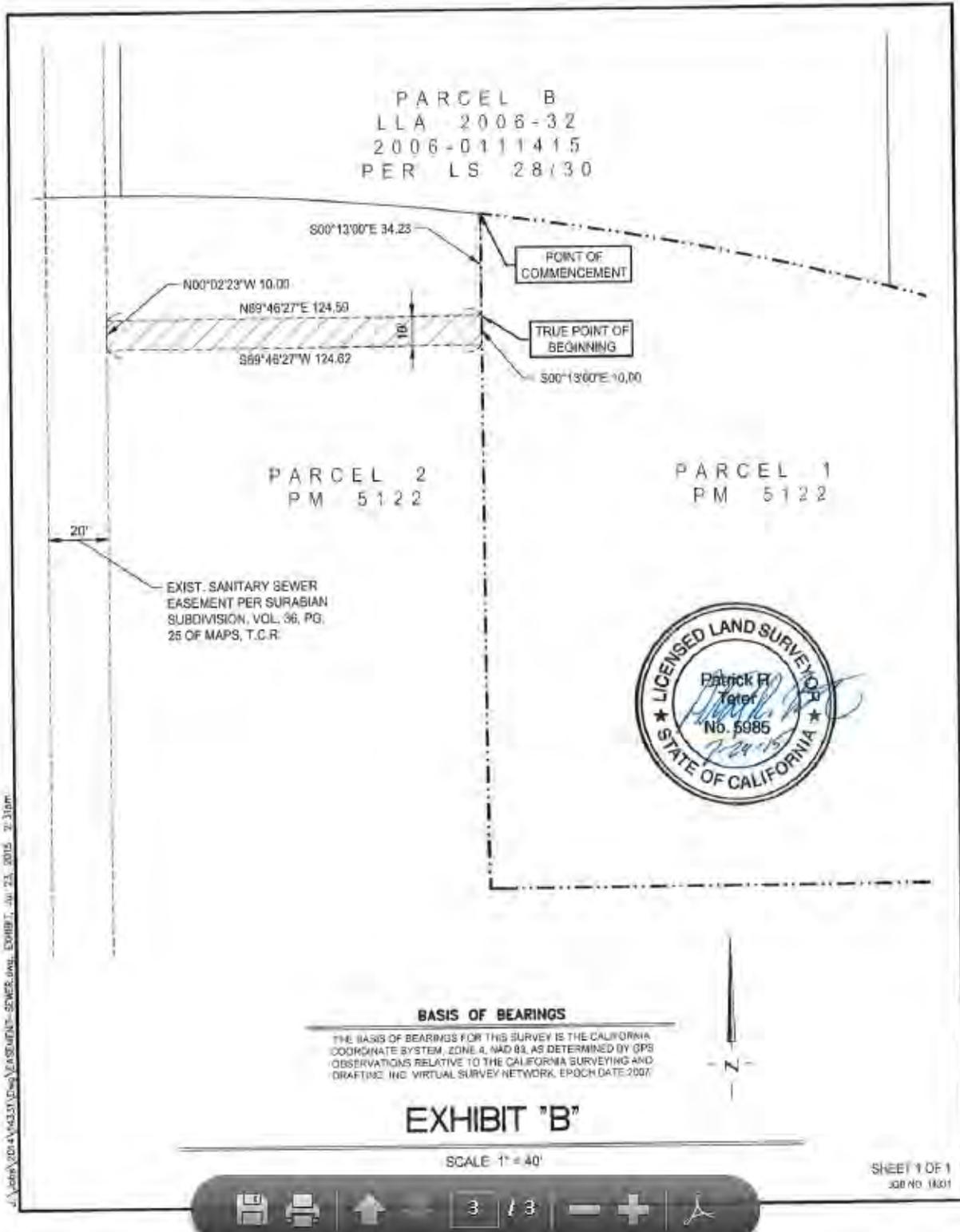
Being that portion of Parcel 2 of Parcel Map No. 5122 recorded in Book 52 of Parcel Maps at Page 29, T.C.R., situated in a portion of the NE 1/4 of Section 18, Township 16 South, Range 24 East, Mount Diablo Base & Meridian, in the City of Dinuba, County of Tulare, State of California, more particularly described as follows:

COMMENCING at the northwest corner of Parcel 1 of said parcel map;
Thence South 00°13'00" East 34.23 feet along the west line of said parcel 1 to the TRUE POINT OF BEGINNING;
Thence continuing South 00°13'00" East 10.00 feet along said west line;
Thence South 89°46'27" West 124.62 feet to the east line of a 20.00 feet wide sanitary sewer easement per 'SURABIAN SUBDIVISION' recorded in Volume 36 at Page 25 of Maps, T.C.R.;
Thence North 00°02'23" West 10.00 feet along said east line;
Thence North 87°46'27" East 124.59 feet to the west line of said Parcel 1 and TRUE POINT OF BEGINNING.

SEE EXHIBIT "B" ATTACHED HERETO



ATTACHMENT 'A' (Continued)



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO

Name: City of Dinuba
Address: Engineering & Planning Division
1088 East Kamm Avenue
City, State Zip: Dinuba, CA 93618
Attn: Dean Uota

SPACE ABOVE FOR RECORDER'S USE

Grant of Easement

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ NONE

_____ unincorporated area City of Dinuba

Parcel No.: _____

computed on full value of interest or property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale, and

THIS DOCUMENT IS RECORDED AT THE REQUEST OF, AND FOR THE BENEFIT OF, THE CITY OF DINUBA AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTION 6103

FOR A VALUABLE CONSIDERTION, receipt of which is hereby acknowledged, represents that, as the owner(s) of herein-described real property,

THE CITY OF DINUBA, A MUNICIPAL CORPORATION

hereby GRANTS to FARM CREDIT WEST, an easement for sanitary sewer main line purposes over the real property in the City of Dinuba, County of Tulare, State of California, described as follows:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION AND EXHIBIT 'B' FOR PLAT

State of California)
County of Tulare) S.S.

On _____
before me, _____
Notary Public, personally appeared

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.

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.

CITY OF DINUBA, A Municipal Corporation

By: _____

NAME, Title

- Notary Acknowledgment required for each signatory
- Title Report required for signatory requirements of those having record title interest in the real property.
- Evidence of signature authority required for those signing on behalf of corporations and partnerships.

Signature of Notary Public

(Seal)

EXHIBIT "A"

Easement for Sanitary Sewer Purposes

Lane Engineers, Inc. Job No. 14331

July 24, 2015

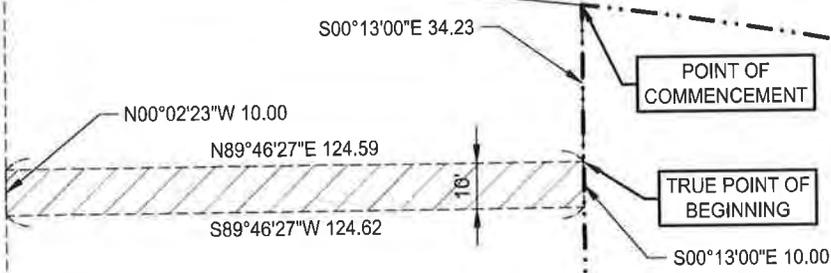
Being that portion of Parcel 2 of Parcel Map No. 5122 recorded in Book 52 of Parcel Maps at Page 29, T.C.R., situated in a portion of the NE 1/4 of Section 18, Township 16 South, Range 24 East, Mount Diablo Base & Meridian, in the City of Dinuba, County of Tulare, State of California, more particularly described as follows:

COMMENCING at the northwest corner of Parcel 1 of said parcel map;
Thence South 00°13'00" East 34.23 feet along the west line of said parcel 1 to the TRUE POINT OF BEGINNING;
Thence continuing South 00°13'00" East 10.00 feet along said west line;
Thence South 89°46'27" West 124.62 feet to the east line of a 20.00 feet wide sanitary sewer easement per 'SURABIAN SUBDIVISION' recorded in Volume 36 at Page 25 of Maps, T.C.R.;
Thence North 00°02'23" West 10.00 feet along said east line;
Thence North 87°46'27" East 124.59 feet to the west line of said Parcel 1 and TRUE POINT OF BEGINNING.

SEE EXHIBIT "B" ATTACHED HERETO.



PARCEL B
LLA 2006-32
2006-0111415
PER LS 28/30



PARCEL 2
PM 5122

PARCEL 1
PM 5122

20'
EXIST. SANITARY SEWER
EASEMENT PER SURABIAN
SUBDIVISION, VOL. 36, PG.
25 OF MAPS, T.C.R.



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, NAD 83, AS DETERMINED BY GPS OBSERVATIONS RELATIVE TO THE CALIFORNIA SURVEYING AND DRAFTING, INC VIRTUAL SURVEY NETWORK, EPOCH DATE 2007



EXHIBIT "B"

SCALE: 1" = 40'

J:\Jobs\2014\14331\Drawg\EASEMENT-SEWER.dwg, EXHIBIT, Jul 23, 2015 2:31pm

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO

Name City of Dinuba
Address: Engineering & Planning Division
1088 East Kamm Avenue
City, State Zip: Dinuba, CA 93618
Attn: Dean Uota

SPACE ABOVE FOR RECORDER'S USE

Grant of Easement

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS \$ NONE
[] unincorporated area [X] City of Dinuba
Parcel No.:
[] computed on full value of interest or property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale, and
THIS DOCUMENT IS RECORDED AT THE REQUEST OF, AND FOR THE BENEFIT OF, THE CITY OF DINUBA AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTION 6103
FOR A VALUABLE CONSIDERTION, receipt of which is hereby acknowledged, represents that, as the owner(s) of herein-described real property,
THE CITY OF DINUBA, A MUNICIPAL CORPORATION
hereby GRANTS to FARM CREDIT WEST, an easement for fill slope purposes over the real property in the City of Dinuba, County of Tulare, State of California, described as follows:
SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION AND EXHIBIT 'B' FOR PLAT

State of California)
County of Tulare) S.S.
On
before me,
Notary Public, personally appeared

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.

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

CITY OF DINUBA, A Municipal Corporation
By:
NAME, Title
Notary Acknowledgment required for each signatory
Title Report required for signatory requirements of those having record title interest in the real property.
Evidence of signature authority required for those signing on behalf of corporations and partnerships.
(Seal)

EXHIBIT "A"

Easement for Fill Slope Purposes
Lane Engineers, Inc. Job No. 14331
July 23, 2015

Being that portion of Parcel 2 of Parcel Map No. 5122 recorded in Book 52 of Parcel Maps at Page 29, T.C.R., situated in a portion of the NE 1/4 of Section 18, Township 16 South, Range 24 East, Mount Diablo Base & Meridian, in the City of Dinuba, County of Tulare, State of California, more particularly described as follows:

COMMENCING at the northwest corner of Parcel 1 of said parcel map;
Thence South 00°13'00" East 21.18 feet to the TRUE POINT OF BEGINNING;
Thence continuing South 00°13'00" East 205.26 feet along the west line of said Parcel 1 to the southwest corner thereof;
Thence North 89°47'00" East 211.80 feet along the south line of said parcel to the southeast corner thereof;
Thence South 00°13'00" East 30.00 feet along the east line of said Parcel 2;
Thence South 87°47'00" West 241.80 feet parallel with said south line;
Thence North 00°13'00" West 238.58 feet parallel with said west line to the beginning of a non-tangent curve concave to the south having a radius of 972.00 feet, a radial line through which point bears North 5°12'50" East;
Thence easterly 30.18 feet along said curve through a central angle of 1°46'00" to the POINT OF BEGINNING.

SEE EXHIBIT "B" ATTACHED HERETO.



PARCEL B
 LLA 2006-32
 2006-0111415
 PER LS 28/30

PARCEL A
 LLA 2006-32
 2006-0111415
 PER LS 28/30

POINT OF COMMENCEMENT

S05°12'50"W (R)

21'

L=30.18
 $\Delta=1^{\circ}46'00''$
 R=979.00
 T=15.09

S00°13'00"E 21.18

N06°58'50"E (R)

TRUE POINT OF BEGINNING

PARCEL 2
 P M 5122

PARCEL 1
 P M 5122

N00°13'00"W 238.58

S00°13'00"E 205.26

30'



N89°47'00"E 211.80

S00°13'00"E
 30.00

30'

N89°47'00"E 241.80

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, NAD 83, AS DETERMINED BY GPS OBSERVATIONS RELATIVE TO THE CALIFORNIA SURVEYING AND DRAFTING, INC VIRTUAL SURVEY NETWORK, EPOCH DATE 2007



EXHIBIT "B"

SCALE: 1" = 40'



Accounts Payable Invoice Report

Payment Date Range 07/26/15 - 07/31/15
 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 385 - 4 Creeks, Inc.									
7670	Contractual	Paid by Check #4543		07/16/2015	07/31/2015	07/31/2015		07/31/2015	330.50
7679	Contractual	Paid by Check #4543		07/16/2015	07/31/2015	07/31/2015		07/31/2015	575.00
7684	Contractual	Paid by Check #4543		07/16/2015	07/31/2015	07/31/2015		07/31/2015	2,042.59
Vendor 385 - 4 Creeks, Inc. Totals							Invoices	3	\$2,948.09
Vendor 479 - Able Industries									
61584	June 2015	Paid by Check #4544		06/30/2015	07/31/2015	07/31/2015		07/31/2015	115.00
Vendor 479 - Able Industries Totals							Invoices	1	\$115.00
Vendor 79 - AD Group DBA Shelton Turnbull									
320310	July 2015	Paid by Check #4545		07/15/2015	07/31/2015	07/31/2015		07/31/2015	25.00
Vendor 79 - AD Group DBA Shelton Turnbull Totals							Invoices	1	\$25.00
Vendor 263 - Advantek Benefit Administrators									
7/10/15	Funding request Medical/Pharmacy	Paid by Check #4546		07/10/2015	07/31/2015	07/31/2015		07/31/2015	85,074.50
7/17/15	Funding request Medical/Pharmacy	Paid by Check #4546		07/17/2015	07/31/2015	07/31/2015		07/31/2015	30,759.51
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$115,834.01
Vendor 287 - Isaac Almanzar									
08072015	Fy 15-16 Hot August Night Entertainment Band	Paid by Check #4547		08/07/2015	07/31/2015	07/31/2015	07/27/2015	07/31/2015	800.00
Vendor 287 - Isaac Almanzar Totals							Invoices	1	\$800.00
Vendor 13 - Ameripride Valley Uniform Service									
1501185134	FY 2015	Paid by Check #4548		08/15/2014	07/31/2015	07/31/2015		07/31/2015	48.10
1501417735	Professional Services	Paid by Check #4548		07/24/2015	07/31/2015	07/31/2015		07/31/2015	63.96
Vendor 13 - Ameripride Valley Uniform Service Totals							Invoices	2	\$112.06
Vendor 351 - Anthem Blue Cross									
091039151	Contractual	Paid by Check #4549		07/09/2015	07/31/2015	07/31/2015		07/31/2015	74.70
091039682i	Contractual	Paid by Check #4550		07/09/2015	07/31/2015	07/31/2015		07/31/2015	74.70
091041986i	Contractual	Paid by Check #4551		07/09/2015	07/31/2015	07/31/2015		07/31/2015	74.70
091062017i	Contractual	Paid by Check #4552		07/09/2015	07/31/2015	07/31/2015		07/31/2015	119.20
091062592i	Contractual	Paid by Check #4553		07/09/2015	07/31/2015	07/31/2015		07/31/2015	119.20
091073375i	Contractual	Paid by Check #4554		07/09/2015	07/31/2015	07/31/2015		07/31/2015	126.80
Vendor 351 - Anthem Blue Cross Totals							Invoices	6	\$589.30
Vendor 17 - AT&T									
55959159217/10	ATT	Paid by Check #4555		07/10/2015	07/31/2015	07/31/2015		07/31/2015	326.57
55959514857/10	FY 14/15	Paid by Check #4555		07/10/2015	07/31/2015	07/31/2015		07/31/2015	32.82
55959515707/10	FY 14/15	Paid by Check #4555		07/10/2015	07/31/2015	07/31/2015		07/31/2015	19.04
55959588247/10	ATT	Paid by Check #4555		07/10/2015	07/31/2015	07/31/2015		07/31/2015	15.74



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Vendor 17 - AT&T									
55959594537/10	ATT	Paid by Check #4556		07/10/2015	07/31/2015	07/31/2015		07/31/2015	17.94
55959596757/10	FY 14/15	Paid by Check #4555		07/10/2015	07/31/2015	07/31/2015		07/31/2015	17.33
23434391597/11	ATT	Paid by Check #4556		07/11/2015	07/31/2015	07/31/2015		07/31/2015	382.69
55959128837/11	2014-15 559/591-2883 6/11 - 7/10/15	Paid by Check #4555		07/11/2015	07/31/2015	07/31/2015		07/31/2015	17.33
55959138157/11	ATT	Paid by Check #4556		07/11/2015	07/31/2015	07/31/2015		07/31/2015	17.52
55959142467/11	ATT	Paid by Check #4556		07/11/2015	07/31/2015	07/31/2015		07/31/2015	33.01
55959144457/11	Communications	Paid by Check #4555		07/11/2015	07/31/2015	07/31/2015		07/31/2015	15.51
55959159007/11	ATT	Paid by Check #4556		07/11/2015	07/31/2015	07/31/2015		07/31/2015	197.62
55959159117/11	Communications	Paid by Check #4555		07/11/2015	07/31/2015	07/31/2015		07/31/2015	403.42
55959184717/11	Communications	Paid by Check #4555		07/11/2015	07/31/2015	07/31/2015		07/31/2015	15.51
55959621697/11	5595962169 6/11 - 7/10/15	Paid by Check #4555		07/11/2015	07/31/2015	07/31/2015		07/31/2015	66.55
06502122807/13	Communications	Paid by Check #4555		07/13/2015	07/31/2015	07/31/2015		07/31/2015	41.93
Vendor 17 - AT&T Totals						Invoices	16		\$1,620.53
Vendor 289 - AT&T Mobility LLC									
2870151847347/16	July 2015	Paid by Check #4557		07/16/2015	07/31/2015	07/31/2015		07/31/2015	534.18
2872412835627/16	ATT Mobility	Paid by Check #4557		07/16/2015	07/31/2015	07/31/2015		07/31/2015	564.34
Vendor 289 - AT&T Mobility LLC Totals						Invoices	2		\$1,098.52
Vendor 748 - Bankcard Center									
00126502 7/14/15	FY 14/15	Paid by Check #4558		07/14/2015	07/31/2015	07/31/2015		07/31/2015	2,983.39
00303450 7/14/15	FY 14/15	Paid by Check #4558		07/14/2015	07/31/2015	07/31/2015		07/31/2015	663.58
Vendor 748 - Bankcard Center Totals						Invoices	2		\$3,646.97
Vendor 596 - Michael Banks									
Reimb. EMT Cert.	EMT Reimb.	Paid by Check #4559		07/20/2015	07/31/2015	07/31/2015		07/31/2015	83.00
Vendor 596 - Michael Banks Totals						Invoices	1		\$83.00
Vendor 822 - Boundtree Medical LLC									
81855778	Supplies	Paid by Check #4560		07/22/2015	07/31/2015	07/31/2015		07/31/2015	97.20
Vendor 822 - Boundtree Medical LLC Totals						Invoices	1		\$97.20
Vendor 302 - Bus West Fresno									
BP121319	Cust No. 14744:A	Paid by Check #4561		06/11/2015	07/31/2015	07/31/2015		07/31/2015	42.87
Vendor 302 - Bus West Fresno Totals						Invoices	1		\$42.87
Vendor 739 - Business Card									
3042 7/15/15	Business Card	Paid by Check #4562		07/15/2015	07/31/2015	07/31/2015		07/31/2015	786.42
Vendor 739 - Business Card Totals						Invoices	1		\$786.42
Vendor 94 - California Public Employees Retirement									
PR 6.28-7.11.15	payroll 6.28-7.11.15	Paid by Check #4541		07/27/2015	07/27/2015	07/27/2015		07/27/2015	79,022.54



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Vendor 94 - California Public Employees Retirement									
July Pymt	Unfunded Accrued Liability	Paid by EFT #125		07/30/2015	07/30/2015	07/30/2015	07/30/2015	07/30/2015	67,685.00
PR 7/12-7/25/15	Payroll 7/12-7/25/15	Paid by Check #4563		07/31/2015	07/31/2015	07/31/2015	07/31/2015	07/31/2015	72,428.28
Vendor 94 - California Public Employees Retirement Totals							Invoices	3	\$219,135.82
Vendor 170 - Comcast									
0148160 7/11/15	COMCAST	Paid by Check #4564		07/11/2015	07/31/2015	07/31/2015		07/31/2015	133.98
0148178 7/12/15	COMCAST	Paid by Check #4564		07/12/2015	07/31/2015	07/31/2015		07/31/2015	228.98
Vendor 170 - Comcast Totals							Invoices	2	\$362.96
Vendor 566 - Danelle Contreras									
Reimburse - shoe	Safety reimbursement 7.23.15	Paid by Check #4565		07/23/2015	07/31/2015	07/31/2015		07/31/2015	34.00
Vendor 566 - Danelle Contreras Totals							Invoices	1	\$34.00
Vendor 30 - Dinuba Chamber of Commerce									
Reimb. 07162015	FY 2015	Paid by Check #4566		07/16/2015	07/31/2015	07/31/2015		07/31/2015	2,270.20
Vendor 30 - Dinuba Chamber of Commerce Totals							Invoices	1	\$2,270.20
Vendor 270 - Dinuba Donut									
000960	Food & Beverages	Paid by Check #4567		07/16/2015	07/31/2015	07/31/2015		07/31/2015	41.45
002481	Supplies	Paid by Check #4567		07/25/2015	07/31/2015	07/31/2015		07/31/2015	33.16
Vendor 270 - Dinuba Donut Totals							Invoices	2	\$74.61
Vendor 69 - Don's Shoes									
7083	FY 15-16 work boots for Chris Zuniga	Paid by Check #4568		07/08/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	150.00
Vendor 69 - Don's Shoes Totals							Invoices	1	\$150.00
Vendor 62 - Ed Dena's Auto Center									
Property damage	FY 14/15	Paid by Check #4569		07/23/2015	07/31/2015	07/31/2015		07/31/2015	2,357.00
Vendor 62 - Ed Dena's Auto Center Totals							Invoices	1	\$2,357.00
Vendor 36 - Ewing Irrigation Products									
9979662	Fy 15-16 irrigation repair	Paid by Check #4570		07/08/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	70.42
53	FY 15-16 irrigation repair supplies	Paid by Check #4570		07/10/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	2.71
Vendor 36 - Ewing Irrigation Products Totals							Invoices	2	\$73.13
Vendor 825 - G & K Services, Co.									
1258134790	Fire Dept	Paid by Check #4571		06/04/2015	07/31/2015	07/31/2015		07/31/2015	85.79
1258134791	City Hall	Paid by Check #4571		06/04/2015	07/31/2015	07/31/2015		07/31/2015	34.86
1258134792	Parks	Paid by Check #4571		06/04/2015	07/31/2015	07/31/2015		07/31/2015	71.60
1258134793	PW Facility	Paid by Check #4571		06/04/2015	07/31/2015	07/31/2015		07/31/2015	56.77
1258134794	Fleet maintenance	Paid by Check #4571		06/04/2015	07/31/2015	07/31/2015		07/31/2015	139.43
1258134796	Wastewater	Paid by Check #4571		06/04/2015	07/31/2015	07/31/2015		07/31/2015	72.77



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Vendor 825 - G & K Services, Co.										
1258137346	Fire Dept Office	Paid by Check #4571		06/11/2015	07/31/2015	07/31/2015		07/31/2015	15.44	
1258137347	Fire Dept	Paid by Check #4571		06/11/2015	07/31/2015	07/31/2015		07/31/2015	85.79	
1258137348	City Hall	Paid by Check #4571		06/11/2015	07/31/2015	07/31/2015		07/31/2015	34.86	
1258137349	Parks	Paid by Check #4571		06/11/2015	07/31/2015	07/31/2015		07/31/2015	71.60	
1258137350	PW Facility	Paid by Check #4571		06/11/2015	07/31/2015	07/31/2015		07/31/2015	56.77	
1258137351	Fleet maintenance	Paid by Check #4571		06/11/2015	07/31/2015	07/31/2015		07/31/2015	139.43	
1258137352	Transit	Paid by Check #4571		06/11/2015	07/31/2015	07/31/2015		07/31/2015	59.15	
1258137354	Vocational Center	Paid by Check #4571		06/11/2015	07/31/2015	07/31/2015		07/31/2015	42.20	
1258137355	Wastewater	Paid by Check #4571		06/11/2015	07/31/2015	07/31/2015		07/31/2015	72.77	
1258139953	Fire Dept	Paid by Check #4571		06/18/2015	07/31/2015	07/31/2015		07/31/2015	85.79	
1258139954	City Hall	Paid by Check #4571		06/18/2015	07/31/2015	07/31/2015		07/31/2015	34.86	
1258139955	Parks	Paid by Check #4571		06/18/2015	07/31/2015	07/31/2015		07/31/2015	71.60	
1258139956	PW Facility	Paid by Check #4571		06/18/2015	07/31/2015	07/31/2015		07/31/2015	56.77	
1258139957	Fleet maintenance	Paid by Check #4571		06/18/2015	07/31/2015	07/31/2015		07/31/2015	139.43	
1258139959	Wastewater	Paid by Check #4571		06/18/2015	07/31/2015	07/31/2015		07/31/2015	72.77	
1258142520	Fire Dept Office	Paid by Check #4571		06/25/2015	07/31/2015	07/31/2015		07/31/2015	15.44	
1258142521	Fire Dept	Paid by Check #4571		06/25/2015	07/31/2015	07/31/2015		07/31/2015	85.79	
1258142522	City Hall	Paid by Check #4571		06/25/2015	07/31/2015	07/31/2015		07/31/2015	34.86	
1258142523	Parks	Paid by Check #4571		06/25/2015	07/31/2015	07/31/2015		07/31/2015	71.60	
1258142524	PW Facility	Paid by Check #4571		06/25/2015	07/31/2015	07/31/2015		07/31/2015	56.77	
1258142525	Fleet maintenance	Paid by Check #4571		06/25/2015	07/31/2015	07/31/2015		07/31/2015	139.43	
1258142526	Transit	Paid by Check #4571		06/25/2015	07/31/2015	07/31/2015		07/31/2015	55.85	
1258142528	Vocational Center	Paid by Check #4571		06/25/2015	07/31/2015	07/31/2015		07/31/2015	42.20	
1258142529	Wastewater	Paid by Check #4571		06/25/2015	07/31/2015	07/31/2015		07/31/2015	72.77	
Vendor 825 - G & K Services, Co. Totals								Invoices	30	\$2,075.16
Vendor 18 - The Gas Company										
086574247127/01	FY 14/15	Paid by Check #4572		07/01/2015	07/31/2015	07/31/2015		07/31/2015	6,491.98	
164115670077/09	FY 14/15	Paid by Check #4572		07/09/2015	07/31/2015	07/31/2015		07/31/2015	21.65	
183098544977/09	Utilities	Paid by Check #4572		07/09/2015	07/31/2015	07/31/2015		07/31/2015	25.40	
128552035977/10	FY 14/15	Paid by Check #4572		07/10/2015	07/31/2015	07/31/2015		07/31/2015	17.05	
Vendor 18 - The Gas Company Totals								Invoices	4	\$6,556.08
Vendor 379 - Guardian EMS Products										
5612329	Supplies	Paid by Check #4573		07/16/2015	07/31/2015	07/31/2015		07/31/2015	88.23	
5612951	Supplies	Paid by Check #4573		07/20/2015	07/31/2015	07/31/2015		07/31/2015	1,063.42	
Vendor 379 - Guardian EMS Products Totals								Invoices	2	\$1,151.65
Vendor 139 - Henry Schein Inc.										
21561065	Supplies	Paid by Check #4574		07/17/2015	07/31/2015	07/31/2015		07/31/2015	75.58	
Vendor 139 - Henry Schein Inc. Totals								Invoices	1	\$75.58



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Vendor 174 - Howard's Pest Control									
0241817	Building Maintenance & Supplies	Paid by Check #4575		07/08/2015	07/31/2015	07/31/2015		07/31/2015	45.00
0241913	July 2015	Paid by Check #4575		07/21/2015	07/31/2015	07/31/2015		07/31/2015	62.00
Vendor 174 - Howard's Pest Control Totals							Invoices	2	<u>\$107.00</u>
Vendor 796 - L.N. Curtis & Sons									
1361986-00	Equipment	Paid by Check #4576		07/20/2015	07/31/2015	07/31/2015		07/31/2015	468.61
Vendor 796 - L.N. Curtis & Sons Totals							Invoices	1	<u>\$468.61</u>
Vendor 914 - Leonel Jimenez									
028	Fy 15-16 SNLvendor for 7/31/15	Paid by Check #4577		06/26/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	100.00
Vendor 914 - Leonel Jimenez Totals							Invoices	1	<u>\$100.00</u>
Vendor 89 - Liebert Cassidy Whitmore									
1404420	Membership FY 15/16	Paid by Check #4578		06/03/2015	07/31/2015	07/31/2015		07/31/2015	2,245.00
Vendor 89 - Liebert Cassidy Whitmore Totals							Invoices	1	<u>\$2,245.00</u>
Vendor 22 - Moore Twining Associates Inc.									
5128585	Drinking Water Monitoring	Paid by Check #4579		06/03/2015	07/31/2015	07/31/2015		07/31/2015	105.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	1	<u>\$105.00</u>
Vendor 900 - NetMotion Wireless, Inc.									
I0026950	Professional Services	Paid by Check #4580		07/16/2015	07/31/2015	07/31/2015		07/31/2015	1,811.51
Vendor 900 - NetMotion Wireless, Inc. Totals							Invoices	1	<u>\$1,811.51</u>
Vendor 142 - Office Depot BSD									
778779299001	Fy 15-16 Office Supplies	Paid by Check #4581		07/02/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	333.59
778779857001	Fy 15-16 Office Supplies	Paid by Check #4581		07/06/2015	07/31/2015	07/31/2015	07/15/2015	07/31/2015	9.59
779805052001	Supplies	Paid by Check #4581		07/10/2015	07/31/2015	07/31/2015		07/31/2015	87.00
780012528001	FY 14/15	Paid by Check #4581		07/10/2015	07/31/2015	07/31/2015		07/31/2015	(31.00)
781117534001	CMO - Office Supplies	Paid by Check #4581		07/16/2015	07/31/2015	07/31/2015		07/31/2015	115.37
Vendor 142 - Office Depot BSD Totals							Invoices	5	<u>\$514.55</u>
Vendor 947 - Orr Safety Corporation									
3323555	Regulator	Paid by Check #4582		07/02/2015	07/31/2015	07/31/2015		07/31/2015	426.66
Vendor 947 - Orr Safety Corporation Totals							Invoices	1	<u>\$426.66</u>
Vendor 76 - Pacific Gas & Electric									
687037607747/09	FY 15	Paid by Check #4583		07/09/2015	07/31/2015	07/31/2015		07/31/2015	540.42
134971623577/13	PGE	Paid by Check #4585		07/13/2015	07/31/2015	07/31/2015		07/31/2015	2,776.86
155771097457/13	PGE	Paid by Check #4584		07/13/2015	07/31/2015	07/31/2015		07/31/2015	190.91
294652070087/13	PGE	Paid by Check #4584		07/13/2015	07/31/2015	07/31/2015		07/31/2015	105.06
831902407277/13	PGE	Paid by Check #4584		07/13/2015	07/31/2015	07/31/2015		07/31/2015	174.31
338077954237/14	PGE	Paid by Check #4585		07/14/2015	07/31/2015	07/31/2015		07/31/2015	1,750.51



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Vendor 76 - Pacific Gas & Electric									
60085929177/14	DVC Bldg Elec 6/10 - 7/8/15	Paid by Check #4583		07/14/2015	07/31/2015	07/31/2015		07/31/2015	90.02
640799572507/15	PGE	Paid by Check #4585		07/15/2015	07/31/2015	07/31/2015		07/31/2015	1,407.32
954874984797/15	PGE	Paid by Check #4585		07/15/2015	07/31/2015	07/31/2015		07/31/2015	62.21
432339024697/16	PGE	Paid by Check #4584		07/16/2015	07/31/2015	07/31/2015		07/31/2015	54.08
854359817427/16	PGE	Paid by Check #4584		07/16/2015	07/31/2015	07/31/2015		07/31/2015	216.85
901837373537/16	PGE	Paid by Check #4584		07/16/2015	07/31/2015	07/31/2015		07/31/2015	919.10
917922255337/16	PGE	Paid by Check #4585		07/16/2015	07/31/2015	07/31/2015		07/31/2015	848.05
919617675887/16	PGE	Paid by Check #4584		07/16/2015	07/31/2015	07/31/2015		07/31/2015	68.75
238356094237/20	PGE	Paid by Check #4583		07/20/2015	07/31/2015	07/31/2015		07/31/2015	126.13
316657841907/20	PGE	Paid by Check #4585		07/20/2015	07/31/2015	07/31/2015		07/31/2015	20.37
594966555037/20	Utilities	Paid by Check #4585		07/20/2015	07/31/2015	07/31/2015		07/31/2015	26.60
674421567817/20	PGE	Paid by Check #4585		07/20/2015	07/31/2015	07/31/2015		07/31/2015	1,796.05
886695643257/20	Utilities	Paid by Check #4585		07/20/2015	07/31/2015	07/31/2015		07/31/2015	23.91
Vendor 76 - Pacific Gas & Electric Totals						Invoices	19		\$11,197.51
Vendor 7 - Pena's Disposal Services									
7/15 for 6/15	July for June Disposal Charges FY 2015	Paid by Check #4542		07/16/2015	07/27/2015	07/27/2015		07/27/2015	90,358.69
Vendor 7 - Pena's Disposal Services Totals						Invoices	1		\$90,358.69
Vendor 368 - Professional Print & Mail, Inc.									
80417 B	Ortly Newsletter Vol. 3	Paid by Check #4586		07/14/2015	07/31/2015	07/31/2015		07/31/2015	2,123.76
Vendor 368 - Professional Print & Mail, Inc. Totals						Invoices	1		\$2,123.76
Vendor 275 - Proforce Marketing Inc.									
242491	Supplies	Paid by Check #4587		07/09/2015	07/31/2015	07/31/2015		07/31/2015	270.35
Vendor 275 - Proforce Marketing Inc. Totals						Invoices	1		\$270.35
Vendor 124 - Reedley Veterinary Hospital									
984	Professional Services	Paid by Check #4588		07/16/2015	07/31/2015	07/31/2015		07/31/2015	362.00
Vendor 124 - Reedley Veterinary Hospital Totals						Invoices	1		\$362.00
Vendor 953 - San Jose Marriott									
LOCC Annual Conf	9/30/15-10/2/15	Paid by Check #4589		07/21/2015	07/31/2015	07/31/2015		07/31/2015	3,941.28
Vendor 953 - San Jose Marriott Totals						Invoices	1		\$3,941.28
Vendor 42 - Scout Specialties									
88989	Fy 15-16 Sportsplex supplies	Paid by Check #4590		07/14/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	7.61
88995	Fy 15-16 Supplies for sportsplex	Paid by Check #4590		07/14/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	4.62
89018	Fy 15-16 Sportsplex Supplies	Paid by Check #4590		07/14/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	1.83
Vendor 42 - Scout Specialties Totals						Invoices	3		\$14.06



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Vendor 46 - Self Help Enterprises									
JUN15 026	FY 2015	Paid by Check #4591		06/30/2015	07/31/2015	07/31/2015		07/31/2015	45,336.06
		Vendor 46 - Self Help Enterprises Totals					Invoices	1	<u>\$45,336.06</u>
Vendor 214 - Stericycle, Inc.									
3003089191	Professional Services	Paid by Check #4592		08/01/2015	07/31/2015	07/31/2015		07/31/2015	692.16
3003094432	Supplies	Paid by Check #4592		08/01/2015	07/31/2015	07/31/2015		07/31/2015	101.95
		Vendor 214 - Stericycle, Inc. Totals					Invoices	2	<u>\$794.11</u>
Vendor 940 - Sunbelt Rentals, Inc.									
53492000-001	Fy 15-16 Lighting rental for 7/3/15 Indp Day Celeb	Paid by Check #4593		07/06/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	464.24
		Vendor 940 - Sunbelt Rentals, Inc. Totals					Invoices	1	<u>\$464.24</u>
Vendor 49 - Tulare County									
15-4th-Qtr	FY 2015	Paid by Check #4594		07/14/2015	07/31/2015	07/31/2015		07/31/2015	3,835.03
		Vendor 49 - Tulare County Totals					Invoices	1	<u>\$3,835.03</u>
Vendor 296 - Tulare Kings Veterinary Emergency									
74380	Professional Services	Paid by Check #4595		07/06/2015	07/31/2015	07/31/2015		07/31/2015	93.00
		Vendor 296 - Tulare Kings Veterinary Emergency Totals					Invoices	1	<u>\$93.00</u>
Vendor 24 - Tuttle & Mc Closkey									
23727	Services through 7/20/15	Paid by Check #4596		07/20/2015	07/31/2015	07/31/2015		07/31/2015	16,288.60
		Vendor 24 - Tuttle & Mc Closkey Totals					Invoices	1	<u>\$16,288.60</u>
Vendor 354 - Verizon Wireless									
9748603758	Verizon	Paid by Check #4598		07/07/2015	07/31/2015	07/31/2015		07/31/2015	202.80
9748937927	July 2015	Paid by Check #4597		07/12/2015	07/31/2015	07/31/2015		07/31/2015	190.29
		Vendor 354 - Verizon Wireless Totals					Invoices	2	<u>\$393.09</u>
Vendor 926 - Visalia Pool Supply									
31098	Fy 15-16 Pool fountain filter	Paid by Check #4599		07/22/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	140.71
		Vendor 926 - Visalia Pool Supply Totals					Invoices	1	<u>\$140.71</u>
Vendor 549 - Wal-Mart									
2016 2435 7/9/15	FY 14/15	Paid by Check #4601		07/09/2015	07/31/2015	07/31/2015		07/31/2015	10.94
2016 2443 7/9/15	Wal-Mart	Paid by Check #4600		07/09/2015	07/31/2015	07/31/2015		07/31/2015	74.97
		Vendor 549 - Wal-Mart Totals					Invoices	2	<u>\$85.91</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 485 - Joseph Walton									
073115	Fy 15-16 SNL entertainment band for 7/31	Paid by Check #4602		07/31/2015	07/31/2015	07/31/2015	07/22/2015	07/31/2015	400.00
Vendor 485 - Joseph Walton Totals							Invoices	1	\$400.00
Vendor Denny McCowan General Engineering									
ref.fees#8415635	Miscellaneous	Paid by Check #4603		07/23/2015	07/31/2015	07/31/2015		07/31/2015	275.10
Vendor Denny McCowan General Engineering Totals							Invoices	1	\$275.10
Vendor Mendocino Auto Sales and Repair Center, Inc.									
DF1502531	Professional Services	Paid by Check #4604		07/20/2015	07/31/2015	07/31/2015		07/31/2015	300.00
Vendor Mendocino Auto Sales and Repair Center, Inc. Totals							Invoices	1	\$300.00
Vendor Maria Rivera									
Reimb swim fees	Fy 14-15 Reimb for swim lessons- Jasmine/Juli Rivera	Paid by Check #4605		07/14/2015	07/31/2015	07/31/2015		07/31/2015	57.00
Vendor Maria Rivera Totals							Invoices	1	\$57.00
Grand Totals							Invoices	146	\$544,623.99



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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 48 - ADT Security Services									
86617518	08/02 Contractual	Paid by Check #4606		07/12/2015	08/07/2015	08/07/2015		08/07/2015	136.83
		Vendor 48 - ADT Security Services Totals				Invoices	1		<u>\$136.83</u>
Vendor 263 - Advantek Benefit Administrators									
7.24.15	Funding request	Paid by Check #4607		07/28/2015	08/07/2015	08/07/2015		08/07/2015	17,934.01
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	1		<u>\$17,934.01</u>
Vendor 522 - Allstar Towing									
32223	Repairs/Maintenance	Paid by Check #4608		07/21/2015	08/07/2015	08/07/2015		08/07/2015	55.00
		Vendor 522 - Allstar Towing Totals				Invoices	1		<u>\$55.00</u>
Vendor 119 - American Backflow Specialties									
INV34470	Repairs/Maintenance	Paid by Check #4609		07/10/2015	08/07/2015	08/07/2015		08/07/2015	1,191.47
		Vendor 119 - American Backflow Specialties Totals				Invoices	1		<u>\$1,191.47</u>
Vendor 55 - American Water Works Association									
7001056782	Dues & Subscriptions	Paid by Check #4610		06/29/2015	08/07/2015	08/07/2015		08/07/2015	413.00
		Vendor 55 - American Water Works Association Totals				Invoices	1		<u>\$413.00</u>
Vendor 13 - Ameripride Valley Uniform Service									
1501422348	Professional Services	Paid by Check #4611		07/31/2015	08/07/2015	08/07/2015		08/07/2015	33.82
1501422349	Professional Services	Paid by Check #4611		07/31/2015	08/07/2015	08/07/2015		08/07/2015	52.09
		Vendor 13 - Ameripride Valley Uniform Service Totals				Invoices	2		<u>\$85.91</u>
Vendor 20 - Ameritas Life Insurance									
August 2015	010-7745-00001	Paid by Check #4612		07/10/2015	08/07/2015	08/07/2015		08/07/2015	17,307.36
		Vendor 20 - Ameritas Life Insurance Totals				Invoices	1		<u>\$17,307.36</u>
Vendor 530 - Aqua Natural Solutions									
2334	Supplies	Paid by Check #4613		07/14/2015	08/07/2015	08/07/2015		08/07/2015	190.00
		Vendor 530 - Aqua Natural Solutions Totals				Invoices	1		<u>\$190.00</u>
Vendor 289 - AT&T Mobility LLC									
2872350721997/16	City Council Wireless Data Use 6/17 - 7/16	Paid by Check #4614		07/16/2015	08/07/2015	08/07/2015		08/07/2015	299.06
8287427057/16	CMO Cell Phones 6/17 - 7/16/15	Paid by Check #4614		07/16/2015	08/07/2015	08/07/2015		08/07/2015	761.49
8320953577/16	ATT	Paid by Check #4614		07/16/2015	08/07/2015	08/07/2015		08/07/2015	138.80
9932121127/16	Communications	Paid by Check #4614		07/16/2015	08/07/2015	08/07/2015		08/07/2015	31.51
		Vendor 289 - AT&T Mobility LLC Totals				Invoices	4		<u>\$1,230.86</u>
Vendor 754 - Axcex Industrial									
11303	Acct No. 2070	Paid by Check #4615		07/16/2015	08/07/2015	08/07/2015		08/07/2015	516.00
		Vendor 754 - Axcex Industrial Totals				Invoices	1		<u>\$516.00</u>



Accounts Payable Invoice Report

Payment Date Range 08/02/15 - 08/07/15
 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 103 - BSN Sports									
97066281	Fy 15-16 Sportplex Athletic Equipment	Paid by Check #4616		07/20/2015	08/07/2015	08/07/2015	07/29/2015	08/07/2015	1,284.46
Vendor 103 - BSN Sports Totals							Invoices	1	\$1,284.46
Vendor 725 - CDW Government									
WP15851	IT Network Equipment (D. James)	Paid by Check #4617		07/08/2015	08/07/2015	08/07/2015		08/07/2015	1,300.00
WQ20394	IT Network Equipment (D. James)	Paid by Check #4617		07/09/2015	08/07/2015	08/07/2015		08/07/2015	65.25
WR76902	IT Network Equipment (D. James)	Paid by Check #4617		07/14/2015	08/07/2015	08/07/2015		08/07/2015	4,132.50
Vendor 725 - CDW Government Totals							Invoices	3	\$5,497.75
Vendor 170 - Comcast									
0191269 7/22/15	Communications	Paid by Check #4618		07/22/2015	08/07/2015	08/07/2015		08/07/2015	201.83
0000668 7/27/15	Communications	Paid by Check #4618		07/27/2015	08/07/2015	08/07/2015		08/07/2015	.05
0002763 7/27/15	Communications	Paid by Check #4618		07/27/2015	08/07/2015	08/07/2015		08/07/2015	133.98
0181138 7/27/15	Communications	Paid by Check #4618		08/27/2015	08/07/2015	08/07/2015		08/07/2015	141.43
Vendor 170 - Comcast Totals							Invoices	4	\$477.29
Vendor 951 - Cosco Fire Protection, In.c									
01	FY 14/15 Cosco fire - College Park Rec Center	Paid by Check #4619		06/30/2015	08/07/2015	08/07/2015		08/07/2015	7,380.00
Vendor 951 - Cosco Fire Protection, In.c Totals							Invoices	1	\$7,380.00
Vendor 232 - Courier Printing and Village Printer									
C24570	Communications	Paid by Check #4620		07/27/2015	08/07/2015	08/07/2015		08/07/2015	154.97
Vendor 232 - Courier Printing and Village Printer Totals							Invoices	1	\$154.97
Vendor 57 - Pat Dahlgren									
942815	CC Meeting 7/28/15 (Food)	Paid by Check #4621		07/28/2015	08/07/2015	08/07/2015		08/07/2015	45.00
Vendor 57 - Pat Dahlgren Totals							Invoices	1	\$45.00
Vendor 720 - Dell Marketing L.P.									
XJR317X61	Office Supplies	Paid by Check #4622		07/21/2015	08/07/2015	08/07/2015		08/07/2015	97.86
XJR31XDP3	Office Supplies	Paid by Check #4622		07/21/2015	08/07/2015	08/07/2015		08/07/2015	1,171.88
Vendor 720 - Dell Marketing L.P. Totals							Invoices	2	\$1,269.74
Vendor 308 - Dinuba Rotary Club									
1988	July 2015	Paid by Check #4623		07/31/2015	08/07/2015	08/07/2015		08/07/2015	115.00
Vendor 308 - Dinuba Rotary Club Totals							Invoices	1	\$115.00
Vendor 341 - Dinuba Tires LLC									
46062	Repairs/Maintenance	Paid by Check #4624		07/17/2015	08/07/2015	08/07/2015		08/07/2015	200.00
46076	Repairs/Maintenance	Paid by Check #4624		07/23/2015	08/07/2015	08/07/2015		08/07/2015	30.00



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Payment Date Range 08/02/15 - 08/07/15
 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 341 - Dinuba Tires LLC									
46078	Repairs/Maintenance	Paid by Check #4624		07/23/2015	08/07/2015	08/07/2015		08/07/2015	10.00
46080	Repairs/Maintenance	Paid by Check #4624		07/24/2015	08/07/2015	08/07/2015		08/07/2015	15.00
46084	Repairs/Maintenance	Paid by Check #4624		07/27/2015	08/07/2015	08/07/2015		08/07/2015	30.00
Vendor 341 - Dinuba Tires LLC Totals							Invoices	5	\$285.00
Vendor 69 - Don's Shoes									
7081	Uniforms	Paid by Check #4625		07/07/2015	08/07/2015	08/07/2015		08/07/2015	150.00
7094	Uniforms	Paid by Check #4625		07/10/2015	08/07/2015	08/07/2015		08/07/2015	150.00
7110	Uniforms	Paid by Check #4625		07/13/2015	08/07/2015	08/07/2015		08/07/2015	150.00
7111	Uniforms	Paid by Check #4625		07/14/2015	08/07/2015	08/07/2015		08/07/2015	150.00
7152	Uniforms	Paid by Check #4625		07/22/2015	08/07/2015	08/07/2015		08/07/2015	146.81
7154	Uniforms	Paid by Check #4625		07/23/2015	08/07/2015	08/07/2015		08/07/2015	150.00
7162	Uniforms	Paid by Check #4625		07/24/2015	08/07/2015	08/07/2015		08/07/2015	146.81
7163	Uniforms	Paid by Check #4625		07/24/2015	08/07/2015	08/07/2015		08/07/2015	146.81
Vendor 69 - Don's Shoes Totals							Invoices	8	\$1,190.43
Vendor 552 - Dragnet Pest Control									
40-1091	July	July 8, 2015 Pest Control Srv.		Paid by Check #4626	07/28/2015	08/07/2015	08/07/2015	08/07/2015	65.00
Vendor 552 - Dragnet Pest Control Totals							Invoices	1	\$65.00
Vendor 309 - Elbert Distributing									
5907031		Supplies		Paid by Check #4627	07/20/2015	08/07/2015	08/07/2015	08/07/2015	1,452.22
Vendor 309 - Elbert Distributing Totals							Invoices	1	\$1,452.22
Vendor 36 - Ewing Irrigation Products									
33697		Fy 15-16 Irrigation repair & supplies		Paid by Check #4628	07/16/2015	08/07/2015	08/07/2015	07/29/2015	607.28
49571		Fy 15-16 Irrigation & Maint supplies		Paid by Check #4628	07/18/2015	08/07/2015	08/07/2015	07/29/2015	401.88
Vendor 36 - Ewing Irrigation Products Totals							Invoices	2	\$1,009.16
Vendor 421 - Exeter Chamber of Commerc									
2015-407		Sequoia Regional Tourism		Paid by Check #4629	07/30/2015	08/07/2015	08/07/2015	08/07/2015	1,000.00
Vendor 421 - Exeter Chamber of Commerc Totals							Invoices	1	\$1,000.00
Vendor 956 - Family Tree Farms Marketing LLC									
104738		FY 14/15 Family Tree Farm - Ave 416 Project ROW		Paid by Check #4630	02/10/2015	08/07/2015	08/07/2015	08/07/2015	119,804.00
Vendor 956 - Family Tree Farms Marketing LLC Totals							Invoices	1	\$119,804.00
Vendor 235 - FERGUSON ENTERPRISES, INC.									
1097350		Supplies		Paid by Check #4631	07/10/2015	08/07/2015	08/07/2015	08/07/2015	1,148.57
Vendor 235 - FERGUSON ENTERPRISES, INC. Totals							Invoices	1	\$1,148.57



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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 98 - FGL Environmental									
542412A	Professional Services	Paid by Check #4632		07/13/2015	08/07/2015	08/07/2015		08/07/2015	373.00
542413A	Professional Services	Paid by Check #4632		07/13/2015	08/07/2015	08/07/2015		08/07/2015	174.00
Vendor 98 - FGL Environmental Totals							Invoices	2	\$547.00
Vendor 765 - Future Ford of Clovis									
653537	Repairs/Maintenance	Paid by Check #4633		07/27/2015	08/07/2015	08/07/2015		08/07/2015	897.66
Vendor 765 - Future Ford of Clovis Totals							Invoices	1	\$897.66
Vendor 825 - G & K Services, Co.									
1258145148	Fire Dept	Paid by Check #4634		07/02/2015	08/07/2015	08/07/2015		08/07/2015	85.79
1258145149	City Hall	Paid by Check #4634		07/02/2015	08/07/2015	08/07/2015		08/07/2015	34.86
1258145150	Parks	Paid by Check #4634		07/02/2015	08/07/2015	08/07/2015		08/07/2015	71.60
1258145151	PW Facility	Paid by Check #4634		07/02/2015	08/07/2015	08/07/2015		08/07/2015	56.77
1258145152	Fleet maintenance	Paid by Check #4634		07/02/2015	08/07/2015	08/07/2015		08/07/2015	139.43
1258145154	Wastewater	Paid by Check #4634		07/02/2015	08/07/2015	08/07/2015		08/07/2015	72.77
1258147720	Fire Dept Office	Paid by Check #4634		07/09/2015	08/07/2015	08/07/2015		08/07/2015	15.44
1258147721	Fire Dept	Paid by Check #4634		07/09/2015	08/07/2015	08/07/2015		08/07/2015	85.79
1258147722	City Hall	Paid by Check #4634		07/09/2015	08/07/2015	08/07/2015		08/07/2015	34.86
1258147723	Parks	Paid by Check #4634		07/09/2015	08/07/2015	08/07/2015		08/07/2015	71.60
1258147724	PW Facility	Paid by Check #4634		07/09/2015	08/07/2015	08/07/2015		08/07/2015	56.77
1258147725	Fleet maintenance	Paid by Check #4634		07/09/2015	08/07/2015	08/07/2015		08/07/2015	139.43
1258147726	Transit	Paid by Check #4634		07/09/2015	08/07/2015	08/07/2015		08/07/2015	55.85
1258147728	Vocational Center	Paid by Check #4634		07/09/2015	08/07/2015	08/07/2015		08/07/2015	42.20
1258147729	Wastewater	Paid by Check #4634		07/09/2015	08/07/2015	08/07/2015		08/07/2015	72.77
1258150339	Fire Dept	Paid by Check #4634		07/16/2015	08/07/2015	08/07/2015		08/07/2015	85.79
1258150340	City Hall	Paid by Check #4634		07/16/2015	08/07/2015	08/07/2015		08/07/2015	34.86
1258150341	Parks	Paid by Check #4634		07/16/2015	08/07/2015	08/07/2015		08/07/2015	71.60
1258150342	PW Facility	Paid by Check #4634		07/16/2015	08/07/2015	08/07/2015		08/07/2015	56.77
1258150343	Fleet maintenance	Paid by Check #4634		07/16/2015	08/07/2015	08/07/2015		08/07/2015	139.43
1258150345	Wastewater	Paid by Check #4634		07/16/2015	08/07/2015	08/07/2015		08/07/2015	72.77
1258152904	Fire Dept Office	Paid by Check #4634		07/23/2015	08/07/2015	08/07/2015		08/07/2015	15.44
1258152905	Fire Dept	Paid by Check #4634		07/23/2015	08/07/2015	08/07/2015		08/07/2015	85.79
1258152906	City Hall	Paid by Check #4634		07/23/2015	08/07/2015	08/07/2015		08/07/2015	34.86
1258152907	Parks	Paid by Check #4634		07/23/2015	08/07/2015	08/07/2015		08/07/2015	71.60
1258152908	PW Facility	Paid by Check #4634		07/23/2015	08/07/2015	08/07/2015		08/07/2015	56.77
1258152909	Fleet maintenance	Paid by Check #4634		07/23/2015	08/07/2015	08/07/2015		08/07/2015	139.43
1258152910	Transit	Paid by Check #4634		07/23/2015	08/07/2015	08/07/2015		08/07/2015	55.85
1258152912	Vocational Center	Paid by Check #4634		07/23/2015	08/07/2015	08/07/2015		08/07/2015	42.20
1258152913	Wastewater	Paid by Check #4634		07/23/2015	08/07/2015	08/07/2015		08/07/2015	72.77
Vendor 825 - G & K Services, Co. Totals							Invoices	30	\$2,071.86



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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 18 - The Gas Company									
183098544977/09B	Utilities	Paid by Check #4635		07/09/2015	08/07/2015	08/07/2015		08/07/2015	3.00
Vendor 18 - The Gas Company Totals							Invoices	1	<u>\$3.00</u>
Vendor 379 - Guardian EMS Products									
5613311	Supplies	Paid by Check #4636		07/21/2015	08/07/2015	08/07/2015		08/07/2015	97.33
5614072	Supplies	Paid by Check #4636		07/24/2015	08/07/2015	08/07/2015		08/07/2015	37.81
Vendor 379 - Guardian EMS Products Totals							Invoices	2	<u>\$135.14</u>
Vendor 174 - Howard's Pest Control									
0241915	Fy 15-16 pest control service delgado & kc park	Paid by Check #4637		07/09/2015	08/07/2015	08/07/2015	07/29/2015	08/07/2015	35.00
0241917	Fy 15-16 pest control service vuich park	Paid by Check #4637		07/09/2015	08/07/2015	08/07/2015	07/29/2015	08/07/2015	39.00
0241744	Fy 15-16 pest control service sportsplex	Paid by Check #4637		07/10/2015	08/07/2015	08/07/2015	07/29/2015	08/07/2015	86.00
0242089	Cust No. KA1088	Paid by Check #4637		07/21/2015	08/07/2015	08/07/2015		08/07/2015	104.00
Vendor 174 - Howard's Pest Control Totals							Invoices	4	<u>\$264.00</u>
Vendor 6 - Jim Manning Dodge Inc.									
129735DOR	Repairs/Maintenance	Paid by Check #4638		07/21/2015	08/07/2015	08/07/2015		08/07/2015	170.09
Vendor 6 - Jim Manning Dodge Inc. Totals							Invoices	1	<u>\$170.09</u>
Vendor 387 - Keller Ford Lincoln									
50046831	Repairs/Maintenance	Paid by Check #4639		07/17/2015	08/07/2015	08/07/2015		08/07/2015	41.00
50046832	Repairs/Maintenance	Paid by Check #4639		07/17/2015	08/07/2015	08/07/2015		08/07/2015	258.28
50047187	Repairs/Maintenance	Paid by Check #4639		07/23/2015	08/07/2015	08/07/2015		08/07/2015	99.57
50047306	Repairs/Maintenance	Paid by Check #4639		07/27/2015	08/07/2015	08/07/2015		08/07/2015	90.43
50047382	Repairs/Maintenance	Paid by Check #4639		07/27/2015	08/07/2015	08/07/2015		08/07/2015	345.11
50047383	Repairs/Maintenance	Paid by Check #4639		07/27/2015	08/07/2015	08/07/2015		08/07/2015	70.18
5047312	Repairs/Maintenance	Paid by Check #4639		07/27/2015	08/07/2015	08/07/2015		08/07/2015	35.09
50047403	Repairs/Maintenance	Paid by Check #4639		07/28/2015	08/07/2015	08/07/2015		08/07/2015	30.66
50047520	Repairs/Maintenance	Paid by Check #4639		07/29/2015	08/07/2015	08/07/2015		08/07/2015	520.93
50047654	Repairs/Maintenance	Paid by Check #4639		07/30/2015	08/07/2015	08/07/2015		08/07/2015	28.42
Vendor 387 - Keller Ford Lincoln Totals							Invoices	10	<u>\$1,519.67</u>
Vendor 224 - L and H Airco									
8198	Room 115 cooling	Paid by Check #4640		07/21/2015	08/07/2015	08/07/2015		08/07/2015	723.30
Vendor 224 - L and H Airco Totals							Invoices	1	<u>\$723.30</u>
Vendor 449 - Les Schwab Tire Centers of Central California									
55100082316	Repairs/Maintenance	Paid by Check #4641		07/27/2015	08/07/2015	08/07/2015		08/07/2015	273.42



Accounts Payable Invoice Report

Payment Date Range 08/02/15 - 08/07/15
 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 449 - Les Schwab Tire Centers of Central California										
55100082657	Repairs/Maintenance	Paid by Check #4641		07/30/2015	08/07/2015	08/07/2015		08/07/2015	1,645.53	
							Vendor 449 - Les Schwab Tire Centers of Central California Totals	Invoices	2	<u>\$1,918.95</u>
Vendor 89 - Liebert Cassidy Whitmore										
1406423	Professional Services	Paid by Check #4642		06/30/2015	08/07/2015	08/07/2015		08/07/2015	65.00	
1406424	FY 2015	Paid by Check #4642		06/30/2015	08/07/2015	08/07/2015		08/07/2015	3,435.00	
1406425	FY 2015	Paid by Check #4642		06/30/2015	08/07/2015	08/07/2015		08/07/2015	4,837.50	
							Vendor 89 - Liebert Cassidy Whitmore Totals	Invoices	3	<u>\$8,337.50</u>
Vendor 291 - Med-Tech Resource Inc.										
47557	Supplies	Paid by Check #4643		07/25/2015	08/07/2015	08/07/2015		08/07/2015	49.52	
47560	Supplies	Paid by Check #4643		07/25/2015	08/07/2015	08/07/2015		08/07/2015	178.62	
							Vendor 291 - Med-Tech Resource Inc. Totals	Invoices	2	<u>\$228.14</u>
Vendor 22 - Moore Twining Associates Inc.										
5129900	Professional Services	Paid by Check #4644		07/08/2015	08/07/2015	08/07/2015		08/07/2015	98.00	
5130009	Professional Services	Paid by Check #4644		07/13/2015	08/07/2015	08/07/2015		08/07/2015	147.00	
5130011	Professional Services	Paid by Check #4644		07/13/2015	08/07/2015	08/07/2015		08/07/2015	147.00	
5130266	Professional Services	Paid by Check #4644		07/16/2015	08/07/2015	08/07/2015		08/07/2015	147.00	
5130267	Professional Services	Paid by Check #4644		07/16/2015	08/07/2015	08/07/2015		08/07/2015	80.00	
5130268	Professional Services	Paid by Check #4644		07/16/2015	08/07/2015	08/07/2015		08/07/2015	154.00	
5130338	Professional Services	Paid by Check #4644		07/17/2015	08/07/2015	08/07/2015		08/07/2015	147.00	
							Vendor 22 - Moore Twining Associates Inc. Totals	Invoices	7	<u>\$920.00</u>
Vendor 899 - NBS										
41500116	DINUBAHR.WLF01	Paid by Check #4645		05/15/2015	08/07/2015	08/07/2015		08/07/2015	5,985.00	
							Vendor 899 - NBS Totals	Invoices	1	<u>\$5,985.00</u>
Vendor 750 - New World Systems Corporation										
043106	Travel expenses	Paid by Check #4646		05/31/2015	08/07/2015	08/07/2015		08/07/2015	3,662.05	
043336	Contractual	Paid by Check #4646		06/22/2015	08/07/2015	08/07/2015		08/07/2015	1,918.08	
							Vendor 750 - New World Systems Corporation Totals	Invoices	2	<u>\$5,580.13</u>
Vendor 446 - North Valley Labor Compliance Services										
2014	North Valley Labor Compliance	Paid by Check #4647		07/18/2015	08/07/2015	08/07/2015		08/07/2015	75.00	
							Vendor 446 - North Valley Labor Compliance Services Totals	Invoices	1	<u>\$75.00</u>
Vendor 142 - Office Depot BSD										
780650714001	Office Supplies - Office Depot	Paid by Check #4648		07/14/2015	08/07/2015	08/07/2015		08/07/2015	266.97	
780650797001	Office Supplies	Paid by Check #4648		07/14/2015	08/07/2015	08/07/2015		08/07/2015	21.74	
780650796001	Office Supplies	Paid by Check #4648		07/16/2015	08/07/2015	08/07/2015		08/07/2015	32.61	



Accounts Payable Invoice Report

Payment Date Range 08/02/15 - 08/07/15
 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 142 - Office Depot BSD									
781117327001	Leather bifold, Luis Patlan	Paid by Check #4648		07/16/2015	08/07/2015	08/07/2015		08/07/2015	32.61
781270763001	Office Supplies	Paid by Check #4648		07/17/2015	08/07/2015	08/07/2015		08/07/2015	21.73
781270888001	Office Supplies	Paid by Check #4648		07/17/2015	08/07/2015	08/07/2015		08/07/2015	308.40
781270890001	Office Supplies	Paid by Check #4648		07/22/2015	08/07/2015	08/07/2015		08/07/2015	35.60
Vendor 142 - Office Depot BSD Totals							Invoices	7	\$719.66
Vendor 954 - Office Overload Printing & Design									
14649	Insp. Forms	Paid by Check #4649		07/22/2015	08/07/2015	08/07/2015		08/07/2015	100.37
Vendor 954 - Office Overload Printing & Design Totals							Invoices	1	\$100.37
Vendor 952 - Paul Marzen Photography									
4361	Picture Frame for 3 Mayor's Photos	Paid by Check #4650		07/10/2015	08/07/2015	08/07/2015		08/07/2015	111.70
Vendor 952 - Paul Marzen Photography Totals							Invoices	1	\$111.70
Vendor 7 - Pena's Disposal Services									
202704	Fy 15-16 disposal service	Paid by Check #4651		07/24/2015	08/07/2015	08/07/2015	07/29/2015	08/07/2015	267.36
202710	Cust No. 01-153360	Paid by Check #4651		07/24/2015	08/07/2015	08/07/2015		08/07/2015	1,486.56
Vendor 7 - Pena's Disposal Services Totals							Invoices	2	\$1,753.92
Vendor 945 - Leonard Perez									
080415	Fy 15-16 Entert band for 8/4/15- National Night Out	Paid by Check #4652		08/04/2015	08/07/2015	08/07/2015	07/30/2015	08/07/2015	400.00
Vendor 945 - Leonard Perez Totals							Invoices	1	\$400.00
Vendor 250 - Public Safety Center									
5613821	Supplies	Paid by Check #4653		07/23/2015	08/07/2015	08/07/2015		08/07/2015	1,083.34
Vendor 250 - Public Safety Center Totals							Invoices	1	\$1,083.34
Vendor 576 - Karla Radtke									
Reimb. Boots	Fy 15-16-Reimb for uniforms work boots	Paid by Check #4654		07/21/2015	08/07/2015	08/07/2015	07/22/2015	08/07/2015	125.05
Vendor 576 - Karla Radtke Totals							Invoices	1	\$125.05
Vendor 42 - Scout Specialties									
88876	Fleet Equipment & Supplies	Paid by Check #4655		07/09/2015	08/07/2015	08/07/2015		08/07/2015	385.36
89131	Fleet Equipment & Supplies	Paid by Check #4655		07/17/2015	08/07/2015	08/07/2015		08/07/2015	13.08
89251	Fy 15-16 Repair & maintenance supplies	Paid by Check #4655		07/22/2015	08/07/2015	08/07/2015	07/29/2015	08/07/2015	10.70
89344	Fleet Equipment & Supplies	Paid by Check #4655		07/24/2015	08/07/2015	08/07/2015		08/07/2015	162.04
Vendor 42 - Scout Specialties Totals							Invoices	4	\$571.18



Accounts Payable Invoice Report

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
Vendor 958 - Sheraton Garden Grove Anaheim South										
09012015	Travel & Training	Paid by Check #4656		07/23/2015	08/07/2015	08/07/2015		08/07/2015	421.20	
							Vendor 958 - Sheraton Garden Grove Anaheim South Totals	Invoices	1	<u>421.20</u>
Vendor 957 - Shred-It USA LLC										
9406273462	Professional Services	Paid by Check #4657		06/22/2015	08/07/2015	08/07/2015		08/07/2015	133.77	
							Vendor 957 - Shred-It USA LLC Totals	Invoices	1	<u>133.77</u>
Vendor 742 - Staples Credit Plan										
2193654 7/15/15	Office Supplies	Paid by Check #4658		07/15/2015	08/07/2015	08/07/2015		08/07/2015	1,098.36	
							Vendor 742 - Staples Credit Plan Totals	Invoices	1	<u>\$1,098.36</u>
Vendor 278 - Supplyworks										
5143955-00	Cleaning Supplies	Paid by Check #4659		07/21/2015	08/07/2015	08/07/2015		08/07/2015	662.44	
5143956-00	Cleaning Supplies	Paid by Check #4659		07/21/2015	08/07/2015	08/07/2015		08/07/2015	917.84	
5143957-00	Cleaning Supplies	Paid by Check #4659		07/21/2015	08/07/2015	08/07/2015		08/07/2015	809.11	
5144183-00	Cleaning Supplies	Paid by Check #4659		07/21/2015	08/07/2015	08/07/2015		08/07/2015	336.17	
5144184-00	Cleaning Supplies	Paid by Check #4659		07/21/2015	08/07/2015	08/07/2015		08/07/2015	342.42	
							Vendor 278 - Supplyworks Totals	Invoices	5	<u>\$3,067.98</u>
Vendor 49 - Tulare County										
Payment #30	Final Payment	Paid by Check #4660		08/04/2015	08/07/2015	08/07/2015		08/07/2015	104,776.97	
							Vendor 49 - Tulare County Totals	Invoices	1	<u>\$104,776.97</u>
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc										
964	July 2015	Paid by Check #4661		08/01/2015	08/07/2015	08/07/2015		08/07/2015	6,047.35	
							Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals	Invoices	1	<u>\$6,047.35</u>
Vendor 296 - Tulare Kings Veterinary Emergency										
74694	Professional Services	Paid by Check #4662		07/21/2015	08/07/2015	08/07/2015		08/07/2015	162.00	
							Vendor 296 - Tulare Kings Veterinary Emergency Totals	Invoices	1	<u>\$162.00</u>
Vendor 354 - Verizon Wireless										
9749421362	July 2015	Paid by Check #4663		07/22/2015	08/07/2015	08/07/2015		08/07/2015	40.01	
							Vendor 354 - Verizon Wireless Totals	Invoices	1	<u>\$40.01</u>
Vendor 27 - The Visalia Times-Delta										
TD1126859 0831	Dues & Subscriptions	Paid by Check #4664		08/01/2015	08/07/2015	08/07/2015		08/07/2015	15.50	
							Vendor 27 - The Visalia Times-Delta Totals	Invoices	1	<u>\$15.50</u>
Vendor 549 - Wal-Mart										
2450 7/16/15	Walmart	Paid by Check #4665		07/16/2015	08/07/2015	08/07/2015		08/07/2015	258.60	



Accounts Payable Invoice Report

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 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 549 - Wal-Mart									
2476 7/22/15	Walmart	Paid by Check #4666		07/22/2015	08/07/2015	08/07/2015		08/07/2015	467.77
Vendor 549 - Wal-Mart Totals							Invoices	2	<u>\$726.37</u>
Vendor SolarCity									
ref.fees#2015-56	Cancelled permit refund - permit #2015-56	Paid by Check #4667		07/31/2015	08/07/2015	08/07/2015		08/07/2015	91.92
Vendor SolarCity Totals							Invoices	1	<u>\$91.92</u>
Grand Totals							Invoices	152	<u><u>\$332,062.12</u></u>



July 28, 2015

TO: Mayor and City Council Members

FROM: Mike Smith

SUBJECT: Request for Excused Absence

Please excuse my absence at the City Council meeting of July 28, 2015. I was unable to attend due to employment reasons.

Respectfully submitted,

Mike Smith
Council Member



South San Joaquin Valley Division Elections & General Membership Meeting

Please attend the South San Joaquin Valley Division's
2015 Election and General Membership Meeting!

Thursday, August 13th
Clovis Veterans Memorial Building

808 Fourth Street, Clovis

6 pm – Appetizers & Social
6:30 pm – Dinner

Presentation on California Road Charge Pilot Program

Will Kempton

Executive Director, California Transportation
Commission

Jim Madaffer

California Transportation Commission
Former League President

Menu

Italian Pasta Buffet & Garden Salad

Cost

\$25/person – please pay at door with check only or we can
invoice you for the cost – please make checks out to “League of
CA Cities – SSJVD”

SSJVD Member Cities

Arvin
Avenal
Bakersfield
Clovis
Coalinga
Corcoran
Delano
Dinuba
Exeter
Farmersville
Firebaugh
Fowler
Fresno
Hanford
Huron
Kerman
Kingsburg
Lemoore
Lindsay
Madera
Maricopa
McFarland
Mendota
Orange Cove
Parlier
Porterville
Reedley
Sanger
San Joaquin
Selma
Shafter
Taft
Tehachapi
Tulare
Visalia
Wasco
Woodlake

Hosted by:



RSVP Deadline Extended to 5pm on Friday, August 7th

RSVP to Jacquie Pronovost
jacquiep@cityofclovis.com
559-324-2063

ORDINANCE NO. 2015-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING TITLE 2, BY CORRECTION OF ORDINANCE AND CHAPTER NUMBER ESTABLISHING A PUBLIC SAFETY COMMISSION AND PROVIDING FOR THE ENACTMENT AND PUBLICATION THEREOF.

WHEREAS, the City Council of the City of Dinuba has determined that there is a need to amend the code to consolidate and merge the Police Advisory Commission and the Measure F Oversight Committee into a combined Public Safety Commission; and

WHEREAS, consolidation and merging will be more economic to the community and will not compromise or diminish the level of services to the residents; and

WHEREAS, the City Council did enact an ordinance, Ordinance No. 2015-06 providing for consolidation and establishment of a public safety commission; and,

WHEREAS, the ordinance as introduced and adopted assigned a chapter number that was already in use in the Municipal Code; and

WHEREAS, the City Council, in order to eliminate the confusion, now wishes to assign a different chapter number by ordinance.

NOW, THEREFORE, The City Council of the City of Dinuba does hereby ordain as follows:

Section I: Ordinance No. 2015-06 is repealed in its' entirety.

Section II: Title 2, Chapter 2.34 is deleted in its' entirety.

Section II: Title 2 of the Dinuba Municipal Code is amended by the addition of Chapter 2.34 and as amended, shall read as follows:

Chapter 2.34 PUBLIC SAFETY COMMISSION

Sections:

[2.34.010](#) Creation, powers and duties.

- [2.34.020](#) Appointment and qualifications.
- [2.34.030](#) Vacancies.
- [2.34.040](#) Members—Terms.
- [2.34.050](#) Removal of appointed members-Procedures.
- [2.34.060](#) Removal of appointed members-Causes.
- [2.34.070](#) Meeting and adoption of rules.
- [2.34.080](#) Meeting—Time and place.
- [2.34.090](#) Compensation.
- [2.34.100](#) Rules and regulations.
- [2.34.110](#) Duties and responsibilities.
- [2.34.120](#) Abstention from voting.
- [2.34.130](#) Election of chairperson and vice chairperson.

2.34.010 Creation, powers and duties.

Pursuant to the City Charter of the city of Dinuba, a public safety commission is created for the city, and shall have the powers and duties as provided for in this chapter.

2.34.020 Appointment and qualifications.

The public safety commission shall have seven members appointed in accordance with the provisions of this chapter. Five of such members shall be appointed from each of the city's voting districts and two members shall be appointed at large. An appointed member from a city voting district shall be a resident of the voting district from which he/she is appointed. An appointed member at large shall be appointed from within the Dinuba high school district boundaries as currently set or as subsequently amended and cannot be a resident of the city. If any appointed member of the commission subsequently changes permanent residence to a place outside of the voting district, then said position shall become automatically vacant and shall be filled as any other vacancy. If any appointed, at-large member of the commission subsequently changes permanent residence to a place outside of the Dinuba high school district boundaries, or changes permanent residence to a place within the city limits, said position shall become automatically vacant and shall be filled as any other vacancy. No person who is an immediate family member of a city council member, city official, city employee, or a member of the Dinuba citizens

voluntary patrol can serve as a commission member. For the purposes of this chapter, an “immediate family member” shall be defined as a relative within the second degree.

2.34.030 Vacancies.

Should a vacancy occur otherwise than by expiration of term, it shall be filled by appointment for the unexpired portion of the term. The vacancy shall be filled by appointment by the city council member who appointed the member to the commission that is vacating said position. If the member that is vacating the position is the member elected at large, then the city council, by majority vote, shall fill that vacancy.

2.34.040 Members—Terms.

Of the members of the commission first appointed three members shall be appointed for a term of two years and four members shall be appointed for a term of three years. Their successors shall be appointed for a period of three years.

2.34.050 Removal of appointed members Procedures.

Any appointed member of the commission may be removed by any of the following:

- A. The appointing official, subject to the approval of the legislative body; or
- B. A simple majority vote of the legislative body.

2.34.060 Removal of appointed members Causes.

A member of the commission shall be removed if any of the following events occur:

- A. If any appointed commission member is absent without permission of the chairperson thereof, from three regular meetings consecutively from the last regular meeting that the appointed commission member attended; or
- B. If any appointed commission member is convicted of a crime of moral turpitude.

2.34.070 Meeting and adoption of rules.

The commission shall elect as its chairperson and vice chairperson from among the appointed members for a term of one year, and subject to all other provisions of law, may create and fill such other offices as it may determine. The commission will hold one regular meeting per month, unless determined otherwise by the chairperson. The commission shall hold such other meetings as necessary to fulfill its purpose. The commission shall keep a record of its resolutions, transactions, findings, and determinations.

2.34.080 Meeting—Time and place.

At the first meeting of the commission, the commission shall set by resolution the day and time of each regular meeting to be held at a place within the jurisdiction of the city of Dinuba, California.

2.34.090 Compensation.

The appointed members of the commission shall receive no compensation as commission members; but the city may reimburse expenses on behalf of the commission members in order for them to fulfill their duties under this chapter.

2.34.100 Rules and regulations.

Where there are no existing rules or regulations, rules and regulations for the conduct of meeting of the city council for the city of Dinuba shall apply when not in conflict with the purposes of this commission. Where none of these rules, and except where modified by any other rules adopted by the commission, the Roberts Rules of Order shall apply. All acts and decisions, rules and recommendations of the commission shall be subject to the approval of the city manager.

2.34.110 Duties and responsibilities.

The public safety commission shall:

- A. Receive and, in its discretion, administrate and investigate allegations of police misconduct, with emphasis on excessive force, false arrests, complaints of discrimination, and/or sexual harassment;
- B. When necessary, to conduct evidentiary hearings on allegations of police misconduct;
- C. Make recommendations concerning allegations of misconduct to the city manager, who shall have the final discipline authority;
- D. Recommend modifications, deletions, and additions to rules and regulations for the purpose of advising the city manager as to police procedures, regulations, and policies;
- E. Subpoena and require the attendance of witnesses, and the production of books and papers, pertinent to the investigation and to administer oaths of such witnesses to the extent permissible by law;
- F. To recommend to the city manager such changes to policies, procedures, and regulations regarding the commission's duties and responsibilities as necessary in the commission's discretion;

- G. To promulgate rules and regulations to ensure confidentiality of the information and materials that are within the commission's jurisdiction;
- H. Review and make decisions regarding the expenditure of Measure "F" funds;
- I. Perform all other functions necessary to perform the citizen oversight on Measure "F" funds.

2.34.120 Abstention from voting.

A commission member shall abstain from voting in the following situations:

- A. Where the commission member has not heard all of the evidence presented at a hearing or any continued hearing/meeting or otherwise, unless the commission member has read a transcript, tape, or written record of the previously introduced evidence;
- B. If the commission member has any financial or other interest in the matter;
- C. If the commission member is a relative within the second degree of any sworn officer who is the subject of any investigation by the commission.

2.34.130 Election of chairperson and vice chairperson.

There shall be an election held by the members of the commission on an annual basis based on the city's fiscal year, to wit: July 1st through June 30th to elect the chairperson and vice chairperson of the commission to one-year terms. Election of the chairperson and vice chairperson shall be determined by majority vote

Section IV: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares, and has adopted, the ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions to be declared invalid or unconstitutional.

Section V: Effective date and publication.

Before the expiration of twenty (20) days after its adoption, a summary of this ordinance prepared by the City Attorney shall be published once in *The Dinuba Sentinel*, a newspaper of general circulation, published in the City of Dinuba. This ordinance shall take effect and be enforced thirty (30) days from and after the date of its passage.

///

The foregoing Ordinance is hereby passed, adopted, and approved by the City Council of the City of Dinuba on this _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Emilio Morales, Mayor

ATTEST:

City Clerk

August 6th, 2015

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

LAST TWO-WEEKS SUMMARY

- Work Completed:
 - Portions of Storm Drain and Sewer work west of Road 72.
 - Portions of Grading/Fill work west of Road 72.
 - Streetlight pole bases in town.
 - Construction of Sewer Manhole/Sewer at Ridge Creek Golf Course entrance.
 - Asphalt removals at SJVR-Euclid and Arkona Avenues.
- Problems Encountered/Resolved:
 - Right of Entry Permit for SJVR work secured.
 - Underground Utility conflict at Ridge Creek Golf Course entrance.
- List citizen concerns, comments and compliments:
 - Circle K traffic questions addressed in field.
 - Dinuba Tire content with delivery truck parking issues at frontage.
 - Upcoming Community Outreach Meeting scheduled for August 27, 2015.
 - Visitation to all in-town business week of August 3, 2015. Newsletter handout.

TWO-WEEK LOOK AHEAD

- Upcoming Work (2 weeks):
 - Continuing Storm Drain, Sewer and Grading /Fill work at the west portion of the Project.
 - Water line work west portion of Project.
 - AID work at the Sandridge Ditch.
 - Continuing Street Lighting/Signalization upgrades.
 - Grading, Concrete, Storm Drain and Aggregate Base work north side at the SJVR.
 - Continuing Storm Drain Force Main work west of Road 72.
 - Start alley improvements at Arkona Ave.
 - Box Culvert Detour at Traver Canal; preparatory work for the Box Culvert-South half.
- 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: August 11, 2015
Department: Financial Services

To: Luis Patlan, City Manager

From: Cass Cook, Finance Director
Ph: 559.591.5900

Subject: City of Dinuba Cash and Investment Report for the year ending June 30, 2015

RECOMMENDED ACTION

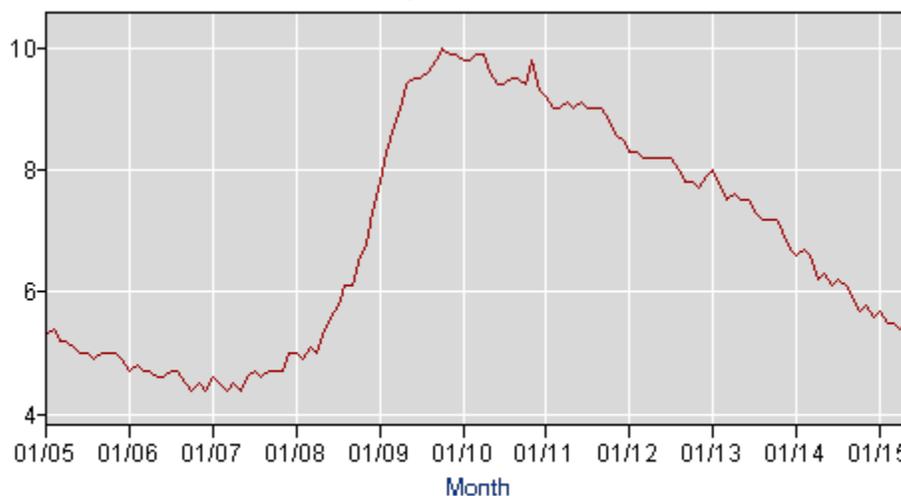
That the City Council reviews and accepts the City of Dinuba Cash and Investment Report for the quarter ending June 30, 2015.

BACKGROUND

The City's investments are allowed by the City's Investment Policy and California Government Code Section 53600 et seq. In summary, the City's investment rate continued its decline in fiscal year 2014-15. The drop can be attributed to historically low rates. Staff is projecting that rates will begin to rise during the next fiscal year. Based upon actions of the Federal Reserve, rates may begin to rise in the first half of the coming fiscal year.

The economic recovery has been gradual, but steady. It appears that real growth is beginning to pick up. The housing market is in recovery, corporate earnings have been good, and employment rates are rising. The national unemployment rate currently stands at 5.3%.

*U.S. National Unemployment Rate
Bureau of Labor Statistics*



For the year as a whole, we look for GDP to grow at a 2.5% clip, up a tick from last year’s pace. Strong consumer spending is playing a big role in fueling the economic resurgence, along with a ramping up of construction activity, including home building. The housing market is in for a good year, propelled by a stronger job market and rising wages plus an increase in household formations and built-up demand.

The economy so far this year is following last year’s script. The slow start in 2014, also largely resulting from harsh winter weather, was similarly followed by healthier gains in GDP in each of the three subsequent quarters.

DISCUSSION

Portfolio Performance

The June 2015 investment report had a managed balance of \$14.0 million with a monthly portfolio earnings rate of 0.25%. The year-to-date rate for 2014-15 (July- June) averaged 0.25%. Key benchmarks and portfolio performance statistics for the City’s portfolio are shown in Table I.

Table I: Managed Portfolio Performance Statistics (dollars in millions)

Quarter Ending	Portfolio Balance	City Monthly Portfolio Rate	2 Year Treasury	Federal Funds Rate
September, 2014	\$10.26	0.27%	0.57%	0.00%
December, 2014	\$9.97	0.27%	0.66%	0.00%
March, 2015	\$9.81	0.24%	0.56%	0.00%
June, 2015	\$13.98	0.25%	0.64%	0.00%
Fiscal Year 2014-2015		0.25%		

Local Agency Investment Fund (LAIF)

The Local Agency Investment Fund (LAIF) is an investment option for California's local governments and special districts. LAIF is a part of a pooled investment account that has oversight from the State Treasurer, State Director of Finance, and State Controller. The City invests a portion of its portfolio in LAIF because it is a liquid investment with a competitive yield.

Staff is projecting the LAIF rate to continue to hover near 0.30% through the end of the calendar year and well into next year. Over the past fiscal year the Fed is projected to gradually

increase the Fed Funds rate. Since the LAIF rate lags the Fed Funds Rate, LAIF rates may begin to rise in the coming fiscal year.

Money Market Deposit Account

Deposits into money market accounts are another alternative to LAIF. Rabobank offers a money market deposit account, which is indexed directly to the monthly LAIF rate. Every month Rabobank resets the rate to equal the previous month’s LAIF rate. The advantage of the account is that all transactions flow directly into and out of the City’s account with Rabobank. With the LAIF account, the transactions most flow through an intermediary bank. As per state law the funds are collateralized 110%.

Certificate of Deposit

The City has been able to build reserves that are sufficient to weather the City’s cash flow needs due to timing of debt service payments as well as capital expenses. As a result of the reserve levels, staff has purchase investments with longer maturity dates which would provide higher investment returns. In particular certificates of deposits (CDs) with maturities within 2 years can provide investment returns of 1.25%. That is compared to the current LAIF rate of 0.32%. Based on cash flow needs, staff will look for opportunities to increase investment returns by purchasing these CDs with shorter maturities.

Cash Summary

The City’s cash and investments are summarized in Table II. As of June 20, 2015, the City had a total of \$16.1 million in cash and investments.

Table II: Cash Summary at 06/30/15

Investment Type	Amount (in millions)
Portfolio	
LAIF	\$6.4
Money Market Deposit	\$5.0
Certificates of Deposit	\$0.2
Trustee Cash and Investments	\$2.1
Banks & Depositories	\$2.4
Total Cash & Investments	\$16.1

Attachments

- A. City of Dinuba Cash & Investment Summary – As of June, 2015.

ATTACHMENT 'A'

**CITY OF DINUBA CASH & INVESTMENTS SUMMARY
As of June 30, 2015**

<u>INSTITUTION</u>	<u>PURPOSE</u>	<u>BALANCE</u>	<u>TOTAL</u>
<u>CASH IN BANKS</u>			
RABOBANK	A/P, PAYROLL, RECREATION, GOLF	\$ 2,188,430	
BANK OF THE WEST	A/P	136,154	
BANK OF THE SIERRA	POLICE	27,797	
PETTY CASH	VARIOUS DEPTS	7,210	
	Total Cash Deposits		\$ 2,359,591
<u>CASH AND INVESTMENTS WITH FISCAL AGENTS (TRUSTEE)</u>			
US BANK	2007 MEASURE R BONDS	498,810	
	2007 WASTEWATER REVENUE BONDS	210,244	
	SAFE DRINKING WATER	48,120	
	2012 LEASE REVENUE BONDS	750,515	
	2012 WASTEWATER REVENUE BONDS	595,949	
	Total Trustee Deposits		2,103,637
<u>PORTFOLIO INVESTMENTS</u>			
GOLDMAN SACHS	CERTIFICATE OF DEPOSIT	249,000	
RABOBANK	MONEY MARKET DEPOSIT ACCOUNT	5,005,761	
LOCAL AGENCY INVESTMENT FUND		6,373,413	
	Total Portfolio Investments		11,628,174
	TOTAL CASH AND INVESTMENTS		<u>\$ 16,091,402</u>



City Council Report

City Council Meeting: August 11, 2015

Department: Financial Services

To: **Luis Patlan, City Manager**

From: **Cass Cook, Finance Director**

Subject: **Approve Resolution Number 2015-35 amending the City of Dinuba's Investment Policy and Delegating Authority to invest funds for the City to the Finance Services Director**

RECOMMENDED ACTION

That the City Council adopts Resolution No. 20015-35 amending the Investment Policy to designate the Finance Services Director as the Treasures responsible for the City's investment program.

BACKGROUND

According to California Government Code Section 53607, the authority to invest funds of a local agency may be delegated to the Treasurer. Although the Finance Services Director acts as the City's Treasurer, the current Investment Policy is silent on delegating authority for administering the City's investment program.

DISCUSSION

Staff recommends assigning the Finance Director with City's investment responsibility. The City's investments are limited to what is outlined by the California Government Code Section 53600 and the City's Investment Policy. The policy is attached for Council's review.

Staff proposes adding language to the policy naming the Financial Services Director as the Treasurer and delegating investing responsibility to that position. Additionally the current policy contains conflicting language regarding the allowable investment in insured Certificates of Deposits and Savings Accounts. The amended policy is attached to the report. Additions to the policy are shown in *italics* while deletions are shown with ~~strikethroughs~~.

FISCAL IMPACT

There is not direct fiscal impact associated with this action.

Attachments

- A. Resolution w/Exhibit 'A' – Investment Policy

ATTACHMENT 'A'

RESOLUTION NO. 2015-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA
AMENDING AND ADOPTING THE CITY INVESTMENT POLICY**

WHEREAS, the City Council of the City of Dinuba has determined that, as a policy and practice of the City, any monies ("Surplus Funds"), or surplus money in, its treasury not required for the immediate necessities of the City, may be invested in such a manner as to maximize the return thereof for the benefit of the City, its citizens and its taxpayers; and

WHEREAS, California Government Code section 53646 requires review and adoption of the Investment Policy; and

WHEREAS, California Government Code section 53607 requires the authority to invest the funds of the City to be delegated to the Treasurer.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Dinuba amends and adopts the Investment Policy attached hereto as Exhibit 'A', and delegates responsibility for the investment program to the Financial Services Director acting as the Treasurer.

PASSED AND ADOPTED by the City Council of the City of Dinuba at a regular meeting held on Tuesday, August 11, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Emilio "Joey" Morales, Mayor

ATTEST:

Linda Barkley, Deputy City Clerk

EXHIBIT 'A'
INVESTMENT POLICY
OF THE
CITY OF DINUBA

A. PURPOSE AND SCOPE

The purpose of this Investment Policy for the City of Dinuba, California, is to provide guidelines for the prudent investment of the City's temporarily-idle cash and to outline the policies for maximizing the efficiency of the cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled cash. It is intended that this policy cover all otherwise unrestricted funds and investment activities under the direct authority of the City Council, the Board of the Dinuba Redevelopment Agency, and the Board of the Dinuba Financing Authority.

B. OBJECTIVE

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest yield obtainable as long as investments meet the criteria established for safety and liquidity. It is the primary duty of the City Manager to protect, preserve, and maintain cash and investments placed in his/her trust on behalf of the citizens of the City.

C. CRITERIA FOR INVESTMENTS

The City of Dinuba operates its temporarily idle pooled cash investments under the prudent man rule. That rule states, in essence, that "in investing property for the benefit of another, a trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived."

The basic premise underlying the City's investment philosophy is, and will continue to be, to ensure that pecuniary assets are always safe and available when needed. Therefore, the criteria for selecting investments, and the order of priorities, are:

1. SAFETY - All "allowable investments" should be of a very high quality and be considered by a prudent person to be extremely safe and conservative.

2. LIQUIDITY - All "allowable investments" should have an active secondary market and the ability to be liquidated (converted to cash) easily and without loss of principal or accumulated interest.
3. RATE OF RETURN - Rate of return is the potential dollar earnings an investment can provide. It is also known as "yield" or "interest." The City Manager will seek the highest rate of return available within the guidelines of the investment policy.
4. MATURITY - The maturity of all investments shall be selected to anticipate the cash needs of the City, thus avoiding forced liquidations.

D. ALLOWABLE INVESTMENTS

1. Full faith and credit U. S. Government securities and agencies of the U. S. Government.
2. Local Agency Investment Fund (LAIF) demand deposits with the State of California.
3. Certificates of Deposit having a maturity of five years or less with commercial banks and savings and loans or thrifts which are fully insured ~~up to one hundred thousand dollars (\$100,000)~~ by the FDIC or FSLIC and are chartered in the State of California.
4. Passbook Savings Account demand deposits and money market accounts insured ~~up to one hundred thousand dollars (\$100,000)~~ by the FDIC or FSLIC.
5. Repurchase agreements having maturity of one year or less. The market value of the securities that underlay the repurchase agreement shall be valued at 102% or greater of the funds that are borrowed against those securities. The value of the securities shall be adjusted at least quarterly.
6. Other investments of equal safety and liquidity as allowed by Council resolution.

E. INVESTMENTS NOT ALLOWED

Investments not specifically stated under "Allowable Investments", such as common or preferred stock, convertible or corporate bonds, commodities, options, limited partnerships, negotiable CD's, uninsured deposits, etc.

F. INTEREST ALLOCATION

Interest earned by the City, the Agency, and the Authority on their pooled investments will be allocated to any fund in accordance with the policies set by the City Manager.

G. REPORTING

The Financial Services Manager shall prepare a report of City Investments semi-annually. This report will be submitted to the City Manager.

H. BANKING INSTITUTION PREFERENCE

As often as is practical, but in no case not less than once each five years, the Financial Services Manager will review the banking services provided to the City by its primary banking institution including, but not limited to, monthly service charges, charges for direct deposit, charges for account reconciliation, and interest earned on deposits. Other banking institutions will be consulted in order to obtain quality services for the City at the most reasonable cost to the City. If a change of institutions is warranted, the Financial Services Manager will recommend the change to the City Manager for concurrence.

Preference will be given to banking institutions having branch offices within the City of Dinuba.

H. DELEGATION OF AUTHORITY:

The Financial Services Director shall be designated as the Treasurer and shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.



City Council Report

City Council Meeting: August 11, 2015

Department: Financial Services

To: **Luis Patlan, City Manager**

From: **Cass Cook, Finance Director**

Subject: Agreement with Board of Equalization for Collection of Local Charges on Prepaid Mobile Telephone Services

RECOMMENDED ACTION

That the City Council adopts Resolution No. 2015-36 authorizing the Financial Services Director to execute an agreement with the State Board of Equalization for the Collection of Utility Users Tax Charges on Prepaid Mobile Telephone Services and certify that the Utility Users Tax applies to prepaid mobile telephone services.

BACKGROUND

Beginning January 1, 2016, a new law (AB 1717) requires local jurisdictions to contract with the California State Board of Equalization (BOE) in order to receive revenue from local utility user taxes (UUT) on consumers of prepaid mobile services.

On July 28, 2009 the Dinuba City Council adopted an ordinance modernizing the application of the utility user's tax to apply to prepaid mobile telephone services.

DISCUSSION

To ensure the uninterrupted collection of these local revenues, local jurisdictions must contract with the BOE by September 1, 2015. If Dinuba does not contract with the BOE, the utility user's tax charge on prepaid mobile telephone service will not be collected once the new law is in effect on January 1, 2016.

Currently phone carriers are responsible for collecting and paying these charges. Under the new law the utility user's tax on prepaid mobile phone service will be replaced with a new prepaid surcharge. The surcharge will be the only method for Dinuba to collect the utility user's tax on prepaid phone cards.

ATTACHMENT

- A. Resolution No. 2015-36 w/Exhibit 'A' - Agreement

ATTACHMENT 'A'

RESOLUTION NO. 2015-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA
AUTHORIZING THE FINANCE SERVICES DIRECTOR TO EXECUTE
AGREEMENT WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION
OF THE LOCAL PREPAID MOBILE TELEPHONY SERVICE COLLECTION ACT**

WHEREAS, on August 11, 2015, the City Council of the City of Dinuba certified that Ordinance No. 2009-03 applies its local charge(s) (access to 911 or communication services and/or utility user's tax) to prepaid mobile telephony services, and

WHEREAS, the Local Prepaid Telephony Collection Act, mandates the Board of Equalization (Board to administer and collect the local charges for all applicable local jurisdictions (Rev. & Tax Code section 42103); and

WHEREAS, the Board will perform all functions incident to administration and collection of the local charges for the City of Dinuba; and

WHEREAS, the Board requires that the City of Dinuba enter into an "Agreement for the State Collection and Administration of Local Charges" prior to implementation of the Local Prepaid Mobile Telephony Services Collection Act; and

WHEREAS, the Board requires that the City of Dinuba authorizes the Agreement.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Dinuba that the "Agreement for State Collection and Administration of Local Charges" attached hereto as Exhibit 'A' is hereby approved and the Finance Services Director is hereby authorized to execute the Agreement.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Dinuba on August 11, 2015, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED

ATTEST

Emilio Morales, Mayor

Linda Barkley, Assistant City Clerk

EXHIBIT 'A'
CITY OF DINUBA
AGREEMENT FOR STATE COLLECTION AND ADMINISTRATION
OF LOCAL CHARGES

This Agreement is for the purpose of implementing the Local Prepaid Mobile Telephony Services Collection Act 9part 21.1, commencing with Section 42100 of Division 2 of the Revenue and Taxation Code), hereinafter referred to as the Local Charge Act. The City of Dinuba and the State Board of Equalization, hereinafter called the Board, do agree as follows:

ARTICLE 1
DEFINITIONS

Unless the context requires otherwise, wherever the following term appears in this Agreement they shall be interpreted to mean the following:

- A. **“Administration Expenses”** means all expenses incurred by the Board in the Administration and collection of the local charges, including preparation and wind down costs which are reimbursable to the Board from the revenues collected by the Board on the behalf of the local jurisdiction.
- B. **“Contingent Fee”** includes, but is not limited to, a fee that is based on a percentage of the tax liability reported on a return, a fee that is based on a percentage of the taxes owed, or a fee that depends on the specific tax result attained.
- C. **“Local Seller”** means a prepaid Mobile Telephony Services (MTS) provider or service supplier, as defined in section 41007, that makes a sale of prepaid mobile telephony services directly to a prepaid consumer for any purpose other than resale in the regular course of business. A direct seller includes, but is not limited to, a telephone corporation, a person that provides an interconnected Voice over Internet Protocol (VoIP) service, and a retailer as described in section 42004(b)(1).
- D. **“Local Charges”** means a utility user tax imposed on the consumption of prepaid mobile telephony services, as described in section 42102, and charges for access to communication services or to local “911” emergency telephone systems imposed by a local jurisdiction, as described in section 42102.5.
- E. **“Local Jurisdiction” or “local agency”** means a city, county, or city and county, which includes a charger city, county, or city and county of this State, which has adopted an ordinance imposing a local charge of the kind described in Part 12.1 of Division 2 of the Revenue and Taxation Code and has entered into a contract with the Board to perform all functions incident to the collection of the local charges.
- F. **“Ordinance”** means an ordinance of a local jurisdiction imposing a local charge, including any local enactment relating to the filing of a refund or a chain arising under the ordinance, attached hereto, as amended from time to time.

- G. **“Quarterly local charges”** means the total amount of local charges transmitted by the Board to a local jurisdiction for a calendar quarter, as set forth in section 42106(a)(1).
- H. **“Refund”** means the amount of local charges deducted by the Board from a local jurisdiction’s quarterly local charges in order to pay that jurisdiction’s share of a large local charge refund due to one taxpayer.
- I. **“Section”** all section references are to the Revenue and Taxation Code.
- J. **“Seller”** means a person that sells prepaid mobile telephony service to a person in a retail transaction.

**ARTICLE II
BOARD ADMINISTRATION AND COLLECTION OF LOCAL CHARGES**

- A. **Administration.** The Board and the local jurisdiction agree that the Board shall perform functions incident to the collection of the local charges from sellers that are not direct sellers.
- B. **Collection.** The Board shall collect the local charges in the same manner as it collects the prepaid MTS Surcharge in the Prepaid Mobile Telephony Services Surcharge Collection Act, subject to specified limitations in the Local Charge Act for which the local jurisdiction is responsible, as set forth in Article III of this Agreement.
- C. **Audits.** The Board’s audit duties shall be limited to verification that the seller that is not a direct seller complied with the Local Charge Act.
- D. **Other applicable laws.** The Board and the local jurisdiction agree that all provisions of the law applicable to the administration and operation of the Local Charge Act, Prepaid Mobile Telephony Services Surcharge Collection Act, and the Fee Collection Procedures Law (FCPL) shall be applicable to the collection of local charges. References in the FCPL to feepayer include a person required to pay the local charge, including the seller. All future amendments to applicable laws are automatically incorporated into this Agreement.
- E. **Deposit of Local Charges.** All local charges collected by the Board shall be deposited in the Local Charges for prepaid Mobile Telephony Services Fund in the State Treasury to be held in trust for the local taxing jurisdiction. Local charges shall consist of all taxes, charges, interest, penalties, and other amounts collected and paid to the Board, less payments for refunds and reimbursements to the Boar for expenses incurred in the administration and collection of the local charges, including preparation and wind-down costs.
- F. **Allocation of Expenses.** The Board shall allocate the total combined annual expenses incurred for the administration and collection pursuant to the Prepaid Mobile Telephony Services Surcharge Collection Act and the Local Charge Act on a pro rata basis according to revenues collected for: (1) the emergency telephone users surcharge portion of the prepaid MTS surcharge, (2) the Public Utilities Commission surcharges portion of the prepaid MTS surcharge,

and (3) local charges. The Board shall charge a local jurisdiction its pro rata share of the Board's cost of collection and administration.

- G. Transmittal of money.** All local charges collected by the Board shall be transmitted to the local jurisdiction once in each calendar quarter. Transmittals may be made by mail or by deposit to the account of the local jurisdiction in a bank designated by that jurisdiction. The Board shall furnish a statement quarterly indicating the amounts paid and withheld for expenses of the Board.
- H. Rules.** The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and collection of local charges and the distribution of the local charges collected.
- I. Security.** The Board agrees that any security which it hereafter requires to be furnished under the FCPL section 55011 will be upon such terms that it also will be available for the payment of the claims of the local jurisdiction for local taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and the local jurisdiction shall not participate in any security now held by the Board.
- J. Records of the Board.**

 - 1. Information obtained by the local jurisdiction from the examination of the Board's records shall be used by the local jurisdiction only for purposes related to the collection of the prepaid mobile telephony services surcharge and local charges by the Board pursuant to this Agreement.
 - 2. When requested by resolution of the legislative body of a local jurisdiction, the Board shall permit any duly authorized officer or employee or other person designated by that resolution to examine any information for its own jurisdiction that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the local jurisdiction by seller, including a direct seller, subject to the confidentiality requirements of sections 7284.6, 7284.7 and 19542. (Sections 42110(b), 42103(e).).
 - 3. The resolution of the local jurisdiction shall certify that any person designated by the resolution, other than an officer and an employee, meets all of the following conditions:

 - a. Has an existing contract with the local jurisdiction that authorizes the person to examine the prepaid MTS surcharge and local charge records.
 - b. Is required by that contract with the local jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the local jurisdiction authorized by the resolution to examine the information.
 - c. Is prohibited by that contract from performing consulting services for a seller during the term of that contract.

- d. Is prohibited by that contract from retaining information contained in, or derived from, those prepaid MTS surcharge and local charge records, after that contract has expired.
4. Any third party contract between the local jurisdiction and an entity or person authorized by the local jurisdiction to request information from the Board shall be subject to the following limitations:
 - a. Any third party shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.
 - b. A third party contract shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.
 5. Information obtained by examination of Board records shall be used only for purposes related to the collection of the prepaid MTS surcharge and local charges by the Board pursuant to the contract, or for purposes related to other governmental functions of the local jurisdiction set forth in the resolution.
 6. If the Board believe that any information obtained from the Board's records related to he collection of the prepaid MTS surcharge and local charges has been disclosed to any person not authorized or designated by the resolution of the local jurisdiction, or has been used for purposes not permitted by section 42110(b), the Board may impose conditions on access to its local charge records that the Board considers reasonable, in order to protect the confidentiality of those records (section 42110(c).).
 7. The costs incurred by the Board in complying with a request for information shall be deducted by the Board from those revenues collected by the Board on behalf of the local jurisdiction making the request, as authorized by section 42110(b)(1).

**ARTICLE III
LOCAL JURISDICTION
ADMINISTRARATION AND RESPONSIBILITIES**

- A. The local jurisdiction shall be solely responsible for all of the following:
 1. Defending any claim regarding the validity of the ordinance in its application to prepaid mobile telephony services. The claim shall be processed in accordance with the provisions of the local ordinance that allows the claim to be filed.
 2. Interpreting any provision of the ordinance, except to the extent specifically supeseded by section 42105 of the Local Charge Act. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.
 3. Respodnign to specified onsumer claims for refund involving: (1) rebuttingthe presumed locatoin of the retail transaction; (2) a consumer claim of exemption from the local

charge under the ordinance; or (3) any action or claim challenging the validity of a local tax ordinance, in whole or in part. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

4. Refunding the taxes in the event a local jurisdiction or local government is ordered to refund the tax under the local ordinance.
5. Reallocating local charges as a result of correcting errors relating to the location of the point of sale of a seller or the known seller of a consumer, for up to two past quarters from the date of knowledge.
6. Collecting local charges on prepaid mobile telephony service and access to communication services or access to 911 emergency telephone systems imposed on direct sellers.
7. Enforcement, including audits, of the collection and remittance of local charges by direct sellers pursuant to the ordinance.
8. The local jurisdiction shall be the sole necessary party defendant on whose behalf the local charge is collected in any action seeking to enjoin collection of a local charge by a seller, in any action seeking declaratory relief concerning a local charge, in any action seeking a refund of a local charge, or any action seeking to otherwise invalidate a local charge. There shall be no recovery from the State for the imposition of any unconstitutional or otherwise invalid local charge that is collected under the Local Act.
9. Entering into an agreement with the Board to perform the functions incident to the collection of local charges imposed on sellers that are not direct sellers.
10. Submitting an executed Certification to the Board, certifying that:
 - a. The local jurisdiction's ordinance applies the local charge to prepaid mobile telephony services;
 - b. The amount of the rate charged for access to local 911 emergency telephone systems or access to communications services complies with the requirements of section 42102.5; and/or applies the tiered rate for the utility user tax, as identified in section 42102.
 - c. The local jurisdiction shall further certify that it agrees to indemnify and to hold harmless the Board, its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this Agreement.
11. Submitting signed documents to the Board to include agreement(s), certification, copy of ordinance(s), and resolution(s).

12. Providing payment to the Board of the local jurisdiction's pro rata share of the Board's cost of collection and administration as established pursuant to subdivision (e) of section 42020.

**ARTICLE IV
LOCAL CHARGES**

- A. Local Charges – Timeliness – This part shall remain in effect until proposed California Code Regulations, titel 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.**
 - 1. Ordinances in effect as of September 1, 2015.** On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 421001 provided that, on or before September 1 ,2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5. Thereafter, all susbequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraph (2), (3), and (4).
 - 2. New charges.** When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to sectioni 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.
 - 3. Increases in local charges.** When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.
 - 4. Inaccurate rate posted on the Board's website.** When a local jursiditioin notiifes the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by the local jursidiction is innacurate, including scenarries where the local charge was reduced or eliminate, the recalculated rate appliable to the local jursidiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jursidictioni's written notification that the posed rate is inaccurate.\
- A. Local Charges – Timeliness – This part shall take effect and supersede the above “Local Charges – Timeliness section when California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.**
 - 1. Ordinance in effect as of September 1, 2015.** On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telphony services

shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5.

In the event a local jurisdiction does not enter into a contract with the Board by September 1, 2015, the local jurisdiction may enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year. Thereafter, all subsequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), (4) and (5) of this subdivision.

2. **New charges.** When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.
3. **Increases in local charges.** When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.
4. **Advance written notification.** When a local charge is about to expire or decrease in rate, the local jurisdiction imposing the local charge shall notify the Board in writing of the upcoming change, not less than 110 days prior to the date the local charge is scheduled to expire or decrease. The change shall become operative on the first day of the calendar quarter commencing after the specified date of expiration or decrease in rate.
If advance written notice is provided less than 110 days prior to the specified date of expiration or decrease in rate, the change will become operative on the first day of the calendar commencing more than 60 days after the specified date of expiration or decrease.
5. **Inaccurate Rate Posted on the Board's Web site.** When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated and the local jurisdiction failed to provide advance written notice pursuant to paragraph 4 of this subdivision, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate. The local jurisdiction shall promptly notify the Board in writing of any such

discrepancies with the posted rate that are known or discovered by the local jurisdiction.

**ARTICLE V
COMPENSATION**

The local jurisdiction agrees to pay the Board its pro rata share of the Board's cost of collection and administration of the local charge, as established pursuant to section 42020, of subdivision (e). Such amounts shall be deducted from the local charges collected by the Board for the local jurisdiction.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

- A. **Communication.** Communications and notices may be sent by first-class United States mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879 MIC: 27
Sacramento, CA 94279-0001

Attention: Supervisor
Local Revenue Allocation Unit

Communication and notices to be sent to the local jurisdiction shall be addressed to:

City of Dinuba
Finance Department
405 E. El Monte Way
Dinuba, CA 93618

Attention: Finance Services Director

- B. **Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on the first day of the calendar quarter next succeeding the date of such approval, but in no case before the operative date of the local jurisdiction's ordinance, nor on a day other than the first day of a calendar quarter. This Agreement shall be renewed automatically from year to year until January 1, 2020, when the Local Charge Act is repealed, unless a statute enacted prior to that date extends the date. In such event, this Agreement will continue to renew automatically from year to year to the date authorized by statute.

STATE BOARD OF EQUALIZATION

By: _____
Administrator
Return Analysis and Allocation Section

CITY OF DINUBA

By: _____
(Signature here)

(Type name here)

(Type title here)

RESOLUTION NO. 2015-36

A RESOLUTION OF THE City of Dinuba
Local Jurisdiction
AUTHORIZING Financial Services Director **TO EXECUTE**
Title of Authorized Position
AGREEMENT WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION
OF THE LOCAL PREPAID MOBILE TELEPHONY SERVICES COLLECTION ACT

WHEREAS, on 08/11/2015, the City of Dinuba certified that Ordinance No. 2009-03 applies its
Date Local Jurisdiction
local charge(s) (access to 911 or communication services and/or utility user tax) to prepaid mobile
telephony services; and

WHEREAS, the Local Prepaid Mobile Telephony Services Collection Act, mandates the Board of
Equalization (Board) to administer and collect the local charges for all applicable local jurisdictions
(Rev. & Tax Code section 42103); and

WHEREAS, the Board will perform all functions incident to administration and collection of the local
charges for the City of Dinuba; and
Local Jurisdiction

WHEREAS, the Board requires that the City of Dinuba enter into an "Agreement for State
Local Jurisdiction
Collection and Administration of Local Charges" prior to implementation of the Local Prepaid Mobile
Telephony Services Collection Act, and

Whereas, the Board requires that the City of Dinuba authorize the agreement;
Local Jurisdiction

NOW, THEREFORE BE IT RESOLVED by the City of Dinuba that the attached "Agreement
Local Jurisdiction
for State Collection and Administration of Local Charges" is hereby approved and the

Financial Services Director is hereby authorized to execute the agreement.
Title of Authorized Position

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City of Dinuba
held on 08/11/2015, by the following vote: Local Jurisdiction
Date

AYES: _____

NOES: _____

ABSENT: _____

DATED: _____

ATTEST: (s) _____
(Printed Name & Title)

(s) _____
(Printed Name & Title)

**AGREEMENT FOR STATE COLLECTION AND ADMINISTRATION OF
LOCAL CHARGES**

This Agreement is for the purpose of implementing the Local Prepaid Mobile Telephony Services Collection Act (Part 21.1, commencing with Section 42100) of Division 2 of the Revenue and Taxation Code), hereinafter referred to as the Local Charge Act. The _____ and the State Board of Equalization, hereinafter called the Board, do agree as follows:

Insert name of local jurisdiction

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in this Agreement they shall be interpreted to mean the following:

A. “Administrative Expenses” means all expenses incurred by the Board in the administration and collection of the local charges, including preparation and wind down costs which are reimbursable to the Board from the revenues collected by the Board on behalf of the local jurisdiction.

B. “Contingent Fee” includes, but is not limited to, a fee that is based on a percentage of the tax liability reported on a return, a fee that is based on a percentage of the taxes owed, or a fee that depends on the specific tax result attained.

C. “Direct Seller” means a prepaid Mobile Telephony Service (MTS) provider or service supplier, as defined in section 41007, that makes a sale of prepaid mobile telephony services directly to a prepaid consumer for any purpose other than resale in the regular course of business. A direct seller includes, but is not limited to, a telephone corporation, a person that provides an interconnected Voice over Internet Protocol (VoIP) service, and a retailer as described in section 42004(b)(1).

D. “Local Charges” means a utility user tax imposed on the consumption of prepaid mobile telephony services, as described in section 42102, and charges for access to communication services or to local “911” emergency telephone systems imposed by a local jurisdiction, as described in section 42102.5.

E. “Local Jurisdiction” or “local agency” means a city, county, or city and county, which includes a charter city, county, or city and county of this State, which has adopted an ordinance imposing a local charge of the kind described in Part 21.1 of Division 2 of the Revenue and Taxation Code and has entered into a contract with the Board to perform all functions incident to the collection of the local charges.

F. “Ordinance” means an ordinance of a local jurisdiction imposing a local charge, including any local enactment relating to the filing of a refund or a claim arising under the ordinance, attached hereto, as amended from time to time.

G. “Quarterly local charges” means the total amount of local charges transmitted by the Board to a local jurisdiction for a calendar quarter, as set forth in section 42106(a)(1).

H. “Refund” means the amount of local charges deducted by the Board from a local jurisdiction’s quarterly local charges in order to pay that jurisdiction’s share of a local charge refund due to one taxpayer.

I. “Section” – all section references are to the Revenue and Taxation Code.

J. “Seller” means a person that sells prepaid mobile telephony service to a person in a retail transaction.

ARTICLE II BOARD ADMINISTRATION AND COLLECTION OF LOCAL CHARGES

A. Administration. The Board and the local jurisdiction agree that the Board shall perform functions incident to the collection of the local charges from sellers that are not direct sellers.

B. Collection. The Board shall collect the local charges in the same manner as it collects the prepaid MTS Surcharge in the Prepaid Mobile Telephony Services Surcharge Collection Act, subject to specified limitations in the Local Charge Act for which the local jurisdiction is responsible, as set forth in Article III of this Agreement.

C. Audits. The Board’s audit duties shall be limited to verification that the seller that is not a direct seller complied with the Local Charge Act.

D. Other applicable laws. The Board and the local jurisdiction agree that all provisions of law applicable to the administration and operation of the Local Charge Act, Prepaid Mobile Telephony Services Surcharge Collection Act, and the Fee Collection Procedures Law (FCPL) shall be applicable to the collection of local charges. References in the FCPL to feepayer include a person required to pay the local charge, including the seller. All future amendments to applicable laws are automatically incorporated into this Agreement.

E. Deposit of Local Charges. All local charges collected by the Board shall be deposited in the Local Charges for Prepaid Mobile Telephony Services Fund in the State Treasury to be held in trust for the local taxing jurisdiction. Local charges shall consist of all taxes, charges, interest, penalties, and other amounts collected and paid to the Board, less payments for refunds and reimbursement to the Board for expenses incurred in the administration and collection of the local charges, including preparation and wind-down costs.

F. Allocation of Expenses. The Board shall allocate the total combined annual expenses incurred for administration and collection pursuant to the Prepaid Mobile Telephony Services Surcharge Collection Act and the Local Charge Act on a pro rata basis according to revenues collected for: (1) the emergency telephone users surcharge portion of the prepaid MTS surcharge, (2) the Public Utilities Commission surcharges

portion of the prepaid MTS surcharge, and (3) local charges. The Board shall charge a local jurisdiction its pro rata share of the Board's cost of collection and administration.

G. Transmittal of money. All local charges collected by the Board shall be transmitted to the local jurisdiction once in each calendar quarter. Transmittals may be made by mail or by deposit to the account of the local jurisdiction in a bank designated by that jurisdiction. The Board shall furnish a statement quarterly indicating the amounts paid and withheld for expenses of the Board.

H. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and collection of local charges and the distribution of the local charges collected.

I. Security. The Board agrees that any security which it hereafter requires to be furnished under the FCPL section 55022 will be upon such terms that it also will be available for the payment of the claims of the local jurisdiction for local taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and the local jurisdiction shall not participate in any security now held by the Board.

J. Records of the Board.

1. Information obtained by the local jurisdiction from the examination of the Board's records shall be used by the local jurisdiction only for purposes related to the collection of the prepaid mobile telephony services surcharge and local charges by the Board pursuant to this Agreement.

2. When requested by resolution of the legislative body of a local jurisdiction, the Board shall permit any duly authorized officer or employee or other person designated by that resolution to examine any information for its own jurisdiction that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the local jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of sections 7284.6, 7284.7 and 19542. (sections 42110(b), 42103(e)).

3. The resolution of the local jurisdiction shall certify that any person designated by the resolution, other than an officer and an employee, meets all of the following conditions:

- a. Has an existing contract with the local jurisdiction that authorizes the person to examine the prepaid MTS surcharge and local charge records.
- b. Is required by that contract with the local jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the local jurisdiction authorized by the resolution to examine the information.
- c. Is prohibited by that contract from performing consulting services for a seller during the term of that contract.
- d. Is prohibited by that contract from retaining information contained in, or derived from, those prepaid MTS surcharge and local charge records, after that contract has expired.

4. Any third party contract between the local jurisdiction and an entity or person authorized by the local jurisdiction to request information from the Board shall be subject to the following limitations:

a. Any third party shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.

b. A third party contract shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

5. Information obtained by examination of Board records shall be used only for purposes related to the collection of the prepaid MTS surcharge and local charges by the board pursuant to the contract, or for purposes related to other governmental functions of the local jurisdiction set forth in the resolution.

6. If the Board believes that any information obtained from the Board's records related to the collection of the prepaid MTS surcharge and local charges has been disclosed to any person not authorized or designated by the resolution of the local jurisdiction, or has been used for purposes not permitted by section 42110(b), the board may impose conditions on access to its local charge records that the board considers reasonable, in order to protect the confidentiality of those records. (section 42110 (c).)

7. The costs incurred by the Board in complying with a request for information shall be deducted by the Board from those revenues collected by the Board on behalf of the local jurisdiction making the request, as authorized by section 42110(b)(1).

**ARTICLE III
LOCAL JURISDICTION
ADMINISTRATION AND RESPONSIBILITIES**

A. The local jurisdictions shall be solely responsible for all of the following:

1. Defending any claim regarding the validity of the ordinance in its application to prepaid mobile telephony service. The claim shall be processed in accordance with the provisions of the local ordinance that allows the claim to be filed.

2. Interpreting any provision of the ordinance, except to the extent specifically superseded by section 42105 of the Local Charge Act. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

3. Responding to specified consumer claims for refund involving: (1) rebutting the presumed location of the retail transaction; (2) a consumer claim of exemption from the local charge under the ordinance; or (3) any action or claim challenging the validity of a local tax ordinance, in whole or part. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

4. Refunding the taxes in the event a local jurisdiction or local government is ordered to refund the tax under the local ordinance.

5. Reallocating local charges as a result of correcting errors relating to the location of the point of sale of a seller or the known address of a consumer, for up to two past quarters from the date of knowledge.

6. Collecting local charges on prepaid mobile telephony service and access to communication services or access to local 911 emergency telephone systems imposed on direct sellers.

7. Enforcement, including audits, of the collection and remittance of local charges by direct sellers pursuant to the ordinance.

8. The local jurisdiction shall be the sole necessary party defendant on whose behalf the local charge is collected in any action seeking to enjoin collection of a local charge by a seller, in any action seeking declaratory relief concerning a local charge, in any action seeking a refund of a local charge, or in any action seeking to otherwise invalidate a local charge. There shall be no recovery from the State for the imposition of any unconstitutional or otherwise invalid local charge that is collected under the Local Act.

9. Entering into an agreement with the Board to perform the functions incident to the collection of the local charges imposed on sellers that are not direct sellers.

10. Submitting an executed Certification to the Board, certifying that:

(a) the local jurisdiction's ordinance applies the local charge to prepaid mobile telephony services;

(b) the amount of the rate charged for access to local 911 emergency telephone systems or access to communications services complies with the requirements of section 42102.5; and/or applies the tiered rate for the utility user tax, as identified in section 42102.

(c) The local jurisdiction shall further certify that it agrees to indemnify and to hold harmless the Board, its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this Agreement.

11. Submitting signed documents to the Board to include agreement(s), certification, copy of ordinance(s), and resolution(s).

12. Providing payment to the Board of the local jurisdiction's pro rata share of the Board's cost of collection and administration as established pursuant to subdivision (e) of section 42020.

**ARTICLE IV
LOCAL CHARGES**

A. Local Charges – Timeliness – This part shall remain in effect until proposed California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015.

On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5. Thereafter, all subsequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), and (4).

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Inaccurate rate posted on the Board's website. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate.

A. Local Charges – Timeliness – This part shall take effect and supersede the above “Local Charges – Timeliness section when California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015. On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5.

In the event a local jurisdiction does not enter into a contract with the Board by September 1, 2015, the local jurisdiction may enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year. Thereafter, all subsequently

enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), (4) and (5) of this subdivision.

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Advance written notification. When a local charge is about to expire or decrease in rate, the local jurisdiction imposing the local charge shall notify the Board in writing of the upcoming change, not less than 110 days prior to the date the local charge is scheduled to expire or decrease. The change shall become operative on the first day of the calendar quarter commencing after the specified date of expiration or decrease in rate.

If advance written notice is provided less than 110 days prior to the specified date of expiration or decrease in rate, the change shall become operative on the first day of the calendar quarter commencing more than 60 days after the specified date of expiration or decrease.

5. Inaccurate Rate Posted on the Board's Web site. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated and the local jurisdiction failed to provide advance written notice pursuant to paragraph 4 of this subdivision, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate. The local jurisdiction shall promptly notify the Board in writing of any such discrepancies with the posted rate that are known or discovered by the local jurisdiction.

ARTICLE V COMPENSATION

The local jurisdiction agrees to pay the Board its pro rata share of the Board's cost of collection and administration of the local charges, as established pursuant to section 42020, subdivision (e). Such amounts shall be deducted from the local charges collected by the Board for the local jurisdiction.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first-class United States Mail. A notification is complete when deposited in the mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0001

Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to the local jurisdiction shall be addressed to:

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on the first day of the calendar quarter next succeeding the date of such approval, but in no case before the operative date of the local jurisdiction's ordinance, nor on a day other than the first day of a calendar quarter. This Agreement shall be renewed automatically from year to year until January 1, 2020, when the Local Charge Act is repealed, unless a statute enacted prior to that date extends that date. In such event, this Agreement will continue to renew automatically from year to year to the date authorized by statute.

STATE BOARD OF EQUALIZATION

By _____
Administrator,
Return Analysis and Allocation Section

LOCAL
JURISDICTION _____

By _____
(Signature on this line)

(Type name here)

(Type title here)



City Council Report

City Council Meeting: August 11, 2015

Department: Police

TO: City Manager Luis Patlan
Dinuba City Council

FROM: Chief Devon Popovich
By: Sergeant Jason Kent
Ph: 559.591.5911
Email: dpopovich@dinuba.ca.gov, jkent@dinuba.ca.gov

SUBJECT: Authorization to Purchase New Animal Control Truck

RECOMMENDED ACTION:

That the City Council approve the proposed request to purchase one (1) new animal control truck from Jim Manning Dodge in Dinuba and the Animal Control Body from Diamond Truck Body Manufacturing Incorporated in Stockton.

DISCUSSION:

The Dinuba Police Department currently has one animal control truck that is currently assigned to two Animal Control Officers. The current Animal Control truck is more than ten years old and in need of replacement. Staff solicited quotes from two local auto dealers as well as a quote from the State contract through Sacramento Ford. The cost breakdown for the basic truck with standard equipment including the animal control box is summarized in the table below.

Price	Jim Manning Dodge	Sacramento Ford	Ed Dena Auto Center
Base Price(1)	\$24,068	\$23,265	\$35,525
AC Box(2)	\$31,103	\$30,286	\$31,103
Total	\$55,171	\$53,551	\$66,628

Notes:

1. Base price does not include sales tax, DOC fee, License Fee or Ca tire fee.
2. AC Box price includes tax. The price from Sacramento Ford is lower because it is under the State Contract. Options on the AC Box include A/C, lift gate, floor liner, back-up camera and a digital thermometer for animal cages.

Sacramento Ford under State Contract is the lowest bid at \$53,551. The bid from Jim Manning Dodge is the second lowest at \$55,171. Although the bid from Jim Manning Dodge is 3% higher than the lowest bid, it falls within the ten percent (10%) local purchasing preference authorized

in the City's Purchasing Policy pursuant to Section 2.40.20 of the Dinuba Municipal Code. Therefore, staff is recommending that the City purchase the vehicle from Jim Manning Dodge in Dinuba and have the animal control box installed separately by Diamond Truck Manufacturing Incorporated in Stockton for a total cost of \$55,171 (plus taxes, licenses and fees).

FINANCIAL IMPACT:

The Dinuba Police Department appropriated funds in the current FY 15/16 budget to purchase and fully outfit one (1) ACO truck.