



DINUBA CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, December 8, 2015
6:30 PM

Dinuba City Hall
405 East El Monte Way

AGENDA PACKET AVAILABLE FOR
REVIEW 72 HOURS PRIOR TO
THE CITY COUNCIL MEETING AT
THE CITY CLERK'S OFFICE AND
ON THE CITY WEBSITE AT
www.dinuba.org

ALL ATTENDEES ARE ADVISED THAT
ELECTRONIC DEVICES SHOULD BE
POWERED OFF UPON ENTERING THE
COUNCIL CHAMBERS, AS THESE
DEVICES INTERFERE WITH AUDIO
EQUIPMENT.

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

1. OPENING CEREMONIES

- 1.1. Welcome & Call to Order – Mayor
- 1.2. Invocation
- 1.3. Pledge of Allegiance

2. AGENDA CHANGES OR DELETIONS

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

3. REQUEST TO ADDRESS COUNCIL

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

4. NEW EMPLOYEES / PROMOTIONS

- 4.1. Public Works - Amanda Aguilar, Part-time Custodian

5. CONSENT CALENDAR

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

- 5.1. **SUBJECT:** Meeting Minutes for November 24, 2015 (LB)

RECOMMENDATION: City Council to review draft minutes and adopt as final.

5. CONSENT CALENDAR (continued)

5.2. SUBJECT: Master Development Schedule (DU)

RECOMMENDATION: Information item only.

5.3. SUBJECT: Bi-weekly update of West El Monte Widening Project (DU)

RECOMMENDATION: Information item only.

5.4. SUBJECT: Authorization to Execute Amendment No. 3 to the Service Agreement between the City of Dinuba and MV Transportation, Inc. (BB)

RECOMMENDATION: Council approve Amendment No. 3 to the Service Agreement between the City of Dinuba and MV Transportation, Inc. and authorize the City Manager to execute the agreement.

5.5. SUBJECT: Acceptance of Minutes from City Commission(s): Planning Commission October 6, 2015

RECOMMENDATION: Council to accept adopted Commission minutes.

5.6. SUBJECT: Planning Commission Action, December 1, 2015 (BB)

RECOMMENDATION: A report of the Planning Commission's action concerning items considered at the November meeting.

5.7. SUBJECT: Award of Contract to Public Restroom Company for Pre-Fabricated Restrooms at Gregory and Roosevelt Parks. (DU)

RECOMMENDATION: Council award contract to Public Restroom Company for two (2) pre-fabricated restroom facilities for Gregory and Roosevelt Parks in the amount of \$178,360.

5.8. SUBJECT: Revised Memorandum of Understanding (MOU) forming the Kings River East Groundwater Sustainability Agency (GSA) by adding the Kings River Water District as a Member Agency. (DU)

RECOMMENDATION: Council approve the revised Memorandum of Understanding (MOU) forming the Kings River East Groundwater Sustainability Agency (GSA) by adding the Kings River Water District as a member agency and authorize the City Manager to execute the MOU.

6. WARRANT REGISTER

6.1. SUBJECT: Approval of Warrants for December 4, 2015

RECOMMENDATION: Council to review and approve warrants as presented.

7. PUBLIC HEARING

- 7.1. **SUBJECT:** Approval of Operating Covenant Agreement between the City of Dinuba and BestBuy.com (CC)

RECOMMENDATION: Council to approve Operating Covenant Agreement with BestBuy.com to ensure the City continues to receive sales tax from Internet sales at BestBuy.com and authorize the Mayor to execute the agreement.

- 7.2. **SUBJECT:** Development Impact Fee Annual Report for FY 2014/15 (Hearing continued to January 12, 2016) (BB)

RECOMMENDATION: Council open the public hearing, take testimony, and continue the public hearing regarding the Development Impact Fee Annual Report for FY 2014/15 to the January 12, 2016 City Council meeting.

8. DEPARTMENT REPORTS

- 8.1. **SUBJECT:** Appointments to the Public Safety Commission, Economic Development Commission and Historic Preservation Commission (JA)

RECOMMENDATION: Council to make appointments to the following Commissions:

1. Public Safety Commission: Appoint Fernie Cuevas (District 3), Augustin Gonzalez (District 4), Gary Medders (District 5), Ray Millard (at-large), and Pablo Contreras Sr. (at-large).
2. Economic Development Commission: Reappoint Trinidad Rodriguez.
3. Historic Preservation Commission: Reappoint Robert Raison (ADHS), Joseph Morgan (ADHS), and Jesus Pelayo (at-large).

9. MAYOR/COUNCIL REPORTS

- 9.1. Items from Mayor.
9.2. Items from Council Members.

10. CITY MANAGER/STAFF COMMUNICATIONS

- 10.1. Community Food Give-away, Dinuba Community Center, December 15, 2015, 10 am.
10.2. Employee Christmas Luncheon, Dinuba Community Center, December 18, 2015, 11:30 am-1:30 pm.
10.3. Dinuba Chamber of Commerce Mixer, Ed Dena's Auto Center, December 17, 2015, 5:30-8:30 pm.
10.4. Chamber of Commerce Annual Awards Banquet; Veterans Memorial Hall, January, 29, 2016, 5:30 pm.

11. ADJOURNMENT



Linda Barkley, Deputy City Clerk

This is to certify that this agenda was posted at Dinuba City Hall, Dinuba Transit Center and the Dinuba Police Department by 5:30 p.m., December 4, 2015. A citizens' packet agenda regarding this agenda is available at City Hall, 405 City Hall East El Monte Way, Dinuba, CA.

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)

Esto es para certificar que este programa fue publicada en Dinuba City Hall, Dinuba Transit Center y el Departamento de Policía antes de 5:30 pm, 4 de diciembre de 2015. El paquete del programa los ciudadanos respecto a este programa se encuentra disponible en 405 East El Monte Way, Dinuba, CA.

En cumplimiento de la Ley de Estadounidenses con Discapacidades, si usted necesita asistencia especial para participar en esta reunión, por favor póngase en contacto con el diputado Secretaria de la ciudad al (559) 591-5900 o lbarkley@dinuba.ca.gov. Notificación 48 horas antes de la reunión permitirá que personal de la ciudad para hacer arreglos razonables.

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

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

1. OPENING CEREMONIES

1.1. Welcome & Call to Order – Mayor

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

1.2. Invocation

The invocation was led by Chaplain Susee.

1.3. Pledge of Allegiance

The Pledge of Allegiance was led by Director Carrillo.

2. AGENDA CHANGES OR DELETIONS

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

None.

3. REQUEST TO ADDRESS COUNCIL

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

None.

4. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If

discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

4.1. SUBJECT: Meeting Minutes for November 10, 2015 (LB)

RECOMMENDATION: City Council to review draft minutes and adopt as final.

4.2. SUBJECT: Bi-weekly update of West El Monte Widening Project (DU)

RECOMMENDATION: Information item only.

4.3. SUBJECT: Award of Contract to Clean Cut Landscape for Street Median Landscape Improvements in Viscaya and Parkside Subdivision

RECOMMENDATION: Council award contract to Clean Cut Landscape for turf removal, irrigation installation and groundcover replacement in the street medians at Viscaya and Parkside Landscape Districts.

4.4. SUBJECT: Meeting Minutes Historic Preservation for August 10, 2015

RECOMMENDATION: City Council to accept the adopted minutes.

4.5. SUBJECT: Meeting Minutes Economic Development Commission for September 3, 2015

RECOMMENDATION: City Council to accept the adopted minutes.

4.6. SUBJECT: Meeting Minutes Community Services & Pro-Youth for September 15, 2015.

RECOMMENDATION: City Council to accept the adopted minutes.

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

AYES: Reynosa, Morales, Harness, Thusu

NOES: None

ABSTAIN: None

ABSENT: Smith

5. WARRANT REGISTER

5.1. SUBJECT: Approval of Warrants for November 13; 20, 2015 (CC)

RECOMMENDATION: Council to review and approve warrants as presented.

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

6. PUBLIC HEARING

6.1. **SUBJECT:** Resolution 2015-45 Adopting User Fee Schedule for Public Works, Building, Engineering and Planning Services (BB)

RECOMMENDATION: Council conduct a public hearing, accept public comment, close the public and take the following action:

1. Adopt Resolution No. 2015-45 approving User Fee Schedule prepared by Pacific Municipal Consultants (PMC) for Public Works, Building, Engineering and Planning Services

Business Manager Avila presented the item. Avila discussed the methodology for the user fees. The fees have been adjusted upward because of adjustments in departmental staff and/or cost has increased. Fees will become effective July 1, 2016.

Avila requested the Council hold the public hearing and following the hearing, that the Council adopt Resolution 2015-45.

The Mayor opened the public hearing.

No comments from the public were brought forward.

A motion was made by Vice Mayor Harness, second by Council Member Thusu to adopt Resolution 2015-45.

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

7. DEPARTMENT REPORTS

7.1. **SUBJECT:** Resolution No. 2015-44 Authorizing Participation in the Property Assessed Clean Energy ("PACE") Program (JA)

RECOMMENDATION: Council adopts Resolution No. 2015-44 authorizing participation in the Property Assessed Clean Energy ("PACE") Program and;

authorize the City Manager or designee to execute all related documents to effectuate participation in the program.

Assistant City Manager Anderson presented information in regard to the PACE Program and the program benefits. She explained how the program is handled by the CFMA. Anderson requested that the Council consider and adopt the Resolution No. 2015-44 be adopted authorizing the City Manager's signature to for the City's participation in the Property Clean Energy ("PACE") Program.

Taylor Libolt, Director of Municipal Development was present to answer questions in regard to the Program. She requested the Council adopt the resolution.

Council Member Thusu asked what residents will benefit from the program. Libolt said usually the benefits are items like solar panels and she added, the cost of project will be added to property taxes. Libolt said the program is starting to focus on water efficient improvements and focusing on high efficiency shower heads. She said it's also a great tool for revamping water heaters and the like.

Thusu asked what happens to the equipment when the resident leaves and she said it stays on the property if and when sold.

Council Member Smith arrived at 6:46 pm.

It was motioned by Vice Mayor Harness, second by Council Member Thusu to adopt Resolution 2015-44.

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

7.2. SUBJECT: Acceptance of Donation from Alta Healthcare District to Purchase One (1) New Ambulance (CT)

RECOMMENDATION: Council accept a donation from Alta Healthcare District in the amount of \$183,101.69 for the purchase of one (1) new ambulance and authorize the Dinuba Fire Chief to order the ambulance and supporting equipment.

Chief Thompson reported the information. He explained that the Alta District Board has offered to donate \$183,101.69 to purchase a new City ambulance.

A motion was made by Council Member Thusu, second by Council Member Smith, to authorize the Dinuba Fire Chief to order the ambulance and supporting equipment.

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

Council Member Thusu asked the question, going forward, how do we make sure we get the money in future years. Thompson reported that the Board of Supervisors has instructed the Hospital Board that the funds cannot be encumbered in the future once proposed for projects. Discussion followed in regard to the amount of money available accumulated annually by the Hospital Board.

7.3. SUBJECT: Grant of Easement for a Temporary Storm Drain Basin in the Tierra Vista Phases I and II Subdivision (APNs 013-110-059, 060 and 013-120-042, 043, 044, 045, 046) (DU)

RECOMMENDATION: Council accepts a Grant of Easement for a temporary storm drain basin in the Tierra Vista Phase I and II subdivisions.

Engineer Uota reported the information in regard to the temporary storm drain basin. He requested the Council accept the Grant of Easement for a temporary storm drain basin in the Tierra Vista Phase I and II subdivisions.

A motion was made by Vice Mayor Harness, second by Council Member Thusu, to accept the Grant of Easement for a temporary storm drain basin in the Tierra Vista Phase I and II subdivisions.

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

7.5. SUBJECT: Rejection of Bid for the Dinuba Transit Center Tenant Improvements (DU)

RECOMMENDATION: Council to reject the sole bid received for the Dinuba Transit Center Tenant Improvements Project from Gary Interrante Construction in the amount of \$151,900.

Engineer Uota reported the process for the Dinuba Transit Center improvements. He reported that one bid was received and was significantly higher than the proposed project budget. He reported that staff believes we can secure a bid closer to the budget going through a non-competitive bid process, now that the bid obligation has been satisfied. Staff's recommendation is to reject the bid from Gary Interrante Construction.

A motion was made by Vice Mayor Harness, second by Council Member Smith, to reject the bid from Gary Interrante Construction.

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

8. MAYOR/COUNCIL REPORTS

8.1. Items from Mayor

Mayor Morales said he attended the Veterans Day Ceremony at Smith Mountain Cemetery.

8.2. Items from Council Members

None.

9. CITY MANAGER/STAFF COMMUNICATIONS

9.1. Reminder – Annual Christmas Parade & Tree Lighting Ceremony, December 5, 2015 pm, Dinuba Entertainment Plaza (JC)

Director Carrillo shared the reminder. “Christmas on Wheels” is the theme this year. He invited the Council to be in the parade.

9.2. Online Bill Pay Update (CC)

Director Cook shared information in regard to the online bill pay software soon to be offered to the public. He said that beginning next week we will have a soft opening for the process. It’s anticipated that over the next month or two it will be rolled out to the general public.

City Manager Patlan reported that he attended the Council of Cities meeting and he shared an update of the lawsuit regarding SB 7. He said the Bill is now going to be appealed, initially by the City of San Diego, and then several other cities filed an amicus brief in support and so did the League of California Cities. Patlan reported that the attorney indicated that the appeals court will hear it sometime within the next 6 months. If the ruling is in favor of home rule, it would be most beneficial.

Engineer Uota reported that the building at the corner of Alta and El Monte Way will be demolished to build a series of offices.

Director Cook stated that City Hall will be closed Thursday and Friday due to the holiday.

Mayor Morales excused those not involved in the closed session portion of the meeting at 7:17 pm.

10. CLOSED SESSION

10.1. LIABILITY CLAIM

Pursuant to Government Code Section 54956.95: Claimant Richard Perez;
Agency Claimed Against City of Dinuba

The City Council rejected the liability claim.

10.2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Potential Litigation Pursuant to Brown Act Section 54956.9, Paragraph
(2)(D): One (1) Case

No action was taken.

11. ADJOURNMENT

The meeting was adjourned at 7:47 pm.

Emilio Morales, Mayor

ATTEST:

Linda Barkley, Deputy City Clerk

**MASTER DEVELOPMENT SCHEDULE
RESIDENTIAL
12/04/15**

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 4/28/21 per AB 1303	n/a n/a	yes yes	√	6/14/2005 2/11/2014 8/11/2015	√ √	129 70 52	129 70 52	0 0 0
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 4/5/18 per AB 1303	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
Dennis Gaab 559-439-4464, ext. 455 559-213-7845	Englehart and Florence	4/24/2007		2/1/2007	PC Ext. app 7/7/2009	7/10/2012 per AB 333 7/10/2014 per AB 208 7/10/2016 per AB 116 7/10/2018 per AB 1303							
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 EXPIRED	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						75	75		
						all ext to 10/10/2010 10/10/2012 per AB 333 10/10/2014 per AB 208 10/10/2016 per AB 116							10/10/2006 10/10/2006 10/10/2006	n/a n/a n/a	
						The Lakes 10/10/2018 per AB 1303									
						10/24/2013 10/24/2013 extends to 10/24/2018								56 114	56 114
						The Village (revised) The Estates (revised) 9/3/2013							10/24/2020 per AB 1303		
22. Villa Mira Tim Roberts 805-239-0664	Approximately 200' south of Euclid Ave and Euclid Cr intersection	yes	yes	7/11/2013 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 4/22/2018 per AB 1303					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 7/8/2018 per AB 1303					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 6/23/2019 per AB 1303					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 9/7/2018 per AB 1303						63	63			

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

Total Lots Remaining	1515
Approved Final Map Lots	364
Approved Tentative Map Lots	1429
Multiple family units	0
Permits	278
TOTAL	1793

**MASTER DEVELOPMENT SCHEDULE
COMMERCIAL
12/4/2015**

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 Time Ext. to 6/3/2016	n/a
3. <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
4. <u>Medical Facility</u> 400 N. Eaton Medical Facility	n/a	n/a	5/3/2012		
5. <u>Medical Facility</u> 500 E. Adelaide Medical Facility	n/a	n/a	5/3/2012		

MASTER DEVELOPMENT SCHEDULE
MULTI-FAMILY RESIDENTIAL
12/4/2015

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

December 5, 2015

WEST EL MONTE WAY / AVENUE 416 PROJECT BI-WEEKLY UPDATE

LAST TWO-WEEKS SUMMARY

- Work Completed:
 - Portions of Grading/Fill, Base Rock work-West of Englehart.
 - Completed Traver Canal Rip-Rap and Barrier Rail (So. Side) at Box Culvert.
 - Town Ditch Pipe Junction Structure Complete.
 - AC Paving (1st lift) at Englehart Ave.
- Problems Encountered/Resolved:
 - Paving densities at Rd. 72 resolved.
- List citizen concerns, comments and compliments:
 - Driveway Approach at Solis Property resolved.
 - Added grading at Machoian Property.

Submitted By: SGI Construction Management

TWO-WEEK LOOK AHEAD

- Upcoming Work (2 weeks):
 - Continuing Grading/Fill, Aggregate Base work, west of Englehart.
 - AC Paving (1st lift) west of Englehart at various locations
 - Traver Canal Box Culvert –Rock Slope Protection and Barrier Rail.
 - Basin #2 & 3 Pump Stations, Set Pumps.
 - Setting Street Light Poles.
 - Final Paving in town to start December 14, 2015.
 - Loop Detector installation at Englehart and Monte Vista Drive.
 - Start Rd. 62, 64 and 68 Improvement Work-North Side
- 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



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1

VICE-MAYOR MAYOR
Scott Harness, Dist. 3

DEPARTMENT: PUBLIC WORKS

COUNCIL MEMBER
Maribel Reynosa, Dist. 2

COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING
DATE: DECEMBER 8, 2015

To: Mayor and City Council
From: Blanca Beltran, Public Works Director
By: Roy Ramirez, Management Analyst
Subject: Authorization to Execute Amendment No. 3 to the Service Agreement between the City of Dinuba and MV Transportation, Inc.

RECOMMENDATION

Council approve Amendment No. 3 to the Service Agreement between the City of Dinuba and MV Transportation, Inc. and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

The City currently contracts with MV Transportation, Inc. for the management and operation of the Dinuba Area Regional Transit (DART) system. The existing agreement includes an option for five, one year extensions. The City exercised that option for the first time last year, and extended the agreement to December 31, 2015. Amendment No. 3 proposes to extend the Service Agreement for an additional year from January 1, 2016 to December 31, 2016 and includes revisions related to compensation and transit operations. A copy of the Service Agreement is enclosed herein as Attachment 'A'.

OUTSTANDING ISSUES

None.

DISCUSSION

On May 1, 2010 the City of Dinuba executed a Service Agreement (Agreement) with MV Transportation Inc., for the management and operation of the Dinuba Area Regional Transit (DART) system through December 31, 2014. The Agreement includes a provision providing for five, one-year extensions. Prior to the expiration of the Agreement, the City exercised the option to extend the contract for one additional year from January 1, 2015 through December 31, 2015. Staff is once again recommending that the City exercise the option to extend the Agreement for one additional year from January 1, 2016 through December 31, 2016.

Amendment No. 3 includes some proposed revisions to compensation and transit operations negotiated between City staff and MV Transportation, Inc. The scope of the proposed revisions are summarized below:

1. Addition of one full-time dispatcher – The City's current agreement with MV Transportation, Inc. includes the services of one part-time dispatcher that operates out of the Kings Area Rural Transit (KART) dispatch office. However, the DART system has grown over the last several years and one part-time dispatcher can no longer satisfy service demands. It has also become apparent that there is more value to this service if the dispatching staff is located in Dinuba. The subject amendment will add a full-time dispatcher, for a total of 1½ dispatchers, to provide service from 7 a.m. to 9 p.m. out of the Dinuba Transit Center.
2. Revision of revenue hours – City staff and the transit service provider reassessed the revenue hours identified in the Service Agreement and determined that the hours had been understated and that an adjustment was necessary. The proposed amendment increases revenue hours from 15,123 to 15,199 (an increase of 76 additional hours).
3. Cost of Living Allowance (COLA) Increase – The cost per revenue hour and the cost of monthly administrative charges was increased by a COLA in the amount of 1.2261%. The COLA is an accepted practice on other City contracts and is included in existing Service Agreement with MV Transportation, Inc. Agreement.
4. Lease Agreement – Upon completion of the unimproved tenant space in the Transit Center, MV Transportation, Inc. will lease the tenant space from the City for office use, dispatching and administrative operations. The City will collect approximately \$950 a month in lease revenue. Proceeds will be deposited in the City's Transit fund and will be used to fund operating expenditures.

The revisions to compensation and operations outlined above has been reviewed and approved by MV Transportation, Inc. The State of California's Department of Transportation (Caltrans) has also reviewed and approved Amendment No. 3 to the Service Agreement.

MV Transportation, Inc. has performed satisfactorily and has been a good partner in delivering the City's Transit Program. Staff works well with MV and the company is responsive to the City's transit needs. Moreover, MV Transportation, Inc. offers highly competitive rates. In fact, the rates identified in this proposed amendment are at least 35% lower than the rates paid by most neighboring transit providers.

FISCAL IMPACT

The annual cost for the management and operation of the entire DART system is \$514,932 for 2106. This constitutes an increase of \$46,913 over 2015. The additional cost will be funded by a variety of funding sources including, federal and state grants and a portion of the City's Transportation Development Act (TDA) allocation.

PUBLIC HEARING

None.

Attachments:

- A. Amendment No. 3 to the Services Agreement with MV Transportation, Inc.

Attachment 'A'

**AMENDMENT NO. 3
TRANSIT SERVICE AGREEMENT
BETWEEN THE CITY OF DINUBA AND
MV TRANSPORTATION, INC.
(EFFECTIVE MAY 1, 2010)**

The City of Dinuba entered into an agreement with MV Transportation, Inc. on May 1, 2010 to provide DART fixed-route and demand-response services. The original agreement was effective for the period May 1, 2010 through December 31, 2014. On December 9, 2014, the City Council approved Amendment No. 1 to extend this agreement for five (1) - year periods from January 1, 2015 through December 31, 2019; and Amendment No. 1 exercised an option to extend the agreement to December 31, 2015. On May 26, 2015, the City Council approved Amendment No. 2 for revisions to insurance coverages and requirements.

The City is exercising an option to extend this agreement for a one (1) - year period from January 1, 2016 through December 31, 2016, with the following amendments:

Scope of Services Amendments

1. "3.8 Required Staffing" (AMENDED), as follows, with no changes to other narrative.

The CONTRACTOR shall provide dedicated staff according to the following minimum requirements:

Job Title	Number of Positions
Regional Manager*	1 (can be shared)
Operations Manager	1
Scheduler/Dispatcher**	1.5
Clerical Support	1
Full-Time Bus Operators	Determined by
Part-Time Bus Operators	Determined by

* Can oversee no more than 5 systems.

** Original RFP stated 1.0 full-time dispatcher; however, the City agreed to a 0.5 part-time dispatcher (as indicated in Amendment #1 Cost Proposal Form) that resulted in cost savings through shared dispatching by MV Transportation between City of Dinuba and Kings County Area Public Transit Agency (KART). This amendment adds a dedicated full-time dispatcher position and discontinues the shared dispatching with KART.

Agreement Amendments

1. "II. Term of Agreement" (AMENDED)

(DELETED)

This Agreement shall commence on May 1, 2010 and remain in force and effect through December 31, 2014. The CITY may exercise an option to the Agreement for five (5) one (1)-year extensions. Such extension and agreed to terms and conditions shall be executed with an amendment to the Agreement.

(ADDED)

This Agreement is effective for the period May 1, 2010 through December 31, 2019, with a base period of performance between May 1, 2010 through December 31, 2014, and five one-year options to extend the period of performance through December 31, 2019.

With Amendment #1, the CITY has exercised option #1, to extend the contract period of performance through December 31, 2015.

With Amendment #3, the CITY has exercised option #2, to extend the contract period of performance through December 31, 2016.

(UNCHANGED)

Upon completion of the full term of this Agreement, the CITY at its sole discretion may extend the term of this Agreement on a month-to-month basis up to a maximum of six (6) months. The CITY shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this Agreement. The compensation rates in effect during the last monthly period of the full term of this Agreement shall remain in effect and be applicable to such extensions.

2. "XIX. Compensation" (AMENDED)

19.1 Compensation Rates (AMENDED)

(UNCHANGED)

For services rendered under the Scope of Work of this Agreement, payment shall be based on the following rates for the option period of January 1, 2015 through December 31, 2015. In the event the CITY exercises any additional option year(s) allowed under this Agreement, rates shall be adjusted to no more than the national Consumer Price Index (CPI) for each option year but in no event shall exceed five percent (5%). In the event of a negative CPI, the prior year's rates shall apply to the following option year. For purposes of this Agreement, "CPI" shall mean the average between Los Angeles and San Francisco, the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, for All Urban Wage Earners and Clerical Workers, U.S. Cities (1982-84=100), "All Items."

Total compensation will be calculated based on total vehicle revenue hours operated and total fixed costs. Vehicle revenue hours are to be calculated based on the hours of operation described below. Total allowable revenue hours and miles will be plus or minus twenty percent (20%) with written CITY approval only prior to initiation of any proposed change in the base amount.

(AMENDED)

SERVICE	ANNUAL VEHICLE REVENUE HOURS (Base)	ANNUAL VEHICLE REVENUE MILES (Base)
DART Flex Fixed-Route (with route deviation)	6,408	74,688
Dial-A-Ride (no deviation)	2,742	30,196
Jolly Trolley	3,081	40,092
Dinuba Connection	2,968	56,540
TOTAL	15,199	201,516

(UNCHANGED)

The CITY agrees to pay the CONTRACTOR for the performance of services set forth in this Agreement, as follows:

(AMENDED)

A. **REVENUE VEHICLE HOUR RATE (AMENDED)**

A fixed rate per vehicle revenue hour by mode for fixed route (demand-response deviation); Dial-A-Ride; Jolly Trolley; and Dinuba Connection will be, as follows:

\$19.51 CY2016 (1-1-16 to 12-31-16)

“Vehicle revenue hours” will be defined based on the National Transit Database definition.

B. **FIXED MONTHLY RATE**

\$18,200 CY2016 (1-1-16 to 12-31-16)

Fixed monthly rate cost elements are detailed in the CONTRACTOR’s Option, Year 2 – Cost Proposal Form that is attached hereto as Exhibit A. Effective CY2016, the Cost Proposal Form reflects compliance with Federal Executive Order “Establishing Paid Sick Leave for Federal Contractors” (signed September 7, 2015) for sick leave compensation.

19.2 “MAXIMUM OBLIGATION” (AMENDED)

Notwithstanding any provisions of this Agreement to the contrary, the CITY and CONTRACTOR mutually agree that the CITY’s maximum obligation under this Agreement is limited to Five-Hundred Fourteen Thousand, Nine-Hundred Thirty-Two Dollars and Forty-Nine Cents (\$514,932.49), including amounts payable to the CONTRACTOR for subcontracts, leases, materials, and costs arising from or due to the CONTRACTOR’s obligations under this Agreement.

3. “XXII. LEASE AGREEMENT – SEE EXHIBIT A” (ADDED)

CONTRACTOR shall establish an operations and dispatching headquarters within the City using the City’s Transit Center, unless otherwise approved by CITY. CONTRACTOR shall enter into a separate lease agreement with CITY.

The rent is increasing from \$338.97 per month to \$950.00 per month because the CITY and CONTRACTOR agree that existing office space is insufficient. This amount will be paid by CONTRACTOR to CITY under this Agreement.

CONTRACTOR

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

CITY OF DINUBA

Date: _____

By: _____

Title: City Manager

Approved as to Form:
City of Dinuba Attorney

By _____

Exhibit 'A'

LEASE AGREEMENT

This Lease, executed this ____ day of _____, 2015, by and between the City of Dinuba, a California Chartered City, whose principal place of business is 405 East El Monte Way, Dinuba, California 93618 (hereinafter referred to as "Landlord") and MV Transportation, Inc., whose principal place of business is at 2024 College Street, Elk Horn, IA 51531 (hereinafter referred to as "Tenant"), as follows:

RECITALS:

A. WHEREAS, Landlord is the owner of that certain real property in Dinuba, California, consisting of 565 square feet of office space (See attached map) at, 180 W. Merced Street, Dinuba, California, commonly called the Dinuba Transit Center (the "Property"); and,

B. WHEREAS, the Landlord is desirous of leasing certain space at the Property to Tenant, said space consists of 565 square feet of office space (the "Premises"), and,

C. WHEREAS, Tenant desires to lease the Premises from the Landlord; and

D. WHEREAS, Landlord is desirous to lease the Premises to the Tenant.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain real property commonly described as 565 square feet of office space in the Dinuba Transit Center, 180 W. Merced Street, Dinuba, California. The Tenant takes the Premises as-is.

2. Purpose: The Premises are to be used by the Tenant for office space for daily bus dispatching and transportation business operations Monday through Saturday. For Saturday only, included with the premises is approval to access and use of the main foyer to access and use the restrooms by MV Transportation, Inc. employees only and at no time will the public have access and use of the foyer or restrooms.

3. Term: The term of this lease shall run in concurrence with the MV Transportation Inc. Service Agreement (Agreement) and any executed amendments. The subject lease agreement shall be null and void upon cancellation of the Agreement or upon a 60 day notice from either party, but no later than the Agreement term date.

4. Rent: As rent for the Premises or any portion herein leased, Tenant shall pay to Landlord the sum of NINE HUNDRED FIFTY DOLLARS (\$950.00), per month, beginning on _____, and continuing thereafter on the first day of each month until this lease is terminated.

5. Utilities: Landlord shall be responsible for payment of all utilities to the Premises. Landlord shall not interfere directly or indirectly with Tenant's utilities nor cause said services either directly or indirectly to be interrupted or terminated.

6. Default/Termination: Tenant shall be guilty of a material breach of this contract should Tenant:

- a) fail to pay any rent or any other sum becoming payable under this contract within five (5) days of the due date;
- b) default on the proponents of a breach of any provisions, terms, covenant, or condition of this contract;

Should Tenant be guilty of a material breach of this contract as defined above, Landlord, in addition to any other remedies given Landlord by law or equity may:

- a) continue this contract in effect by not terminating Tenant's right to possession of said Premises and thereby be entitled to enforce all Landlord's rights and remedies under this contract including the right to recover the rent specified in this contract as it becomes due under this contract; or
- b) terminate this contract and Tenant's right to possession of said Premises and commence action against Tenant to recover from Tenant:
 - 1) the worth at the time of the award of the unpaid rent which had been earned at the time of termination of the contract; or
 - 2) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligation under this lease; or
- c) commence, in lieu of or addition to the action described in (b) of this paragraph, an action to re-enter and regain possession of said premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

7. Compliance with the Law: The Premises shall not be used except for the purposes specified herein. Tenant shall not do or permit anything to be done in or about the Premises which will in any way conflict with any law, ordinance, rule or regulation or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or do or permit to be done anything to disturb the occupants of neighboring property. Tenant further agrees not to store or use any hazardous materials, chemicals or like substances on the property.

8. Repairs, Improvements and Alterations: In the event Tenant shall, at any time during the term of this Lease and upon written approval of the Landlord, cause any construction of a new building, erection of a modular building or, once constructed or erected, any changes, alterations,

additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Premises:

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

b. Any buildings constructed by Tenant or its agents or subtenants on the Premises are deemed to be the property of Tenant rather than of the Landlord both during the term of this Lease and at the end of the term of this Lease. As such, Tenant may be required by Landlord, at the Landlord's discretion, at the termination of this Lease, to remove any such improvements from the Premises and Tenant may be required by the various taxing agencies have jurisdiction to pay a tax in lieu of a property tax.

c. Tenant agrees to maintain the Premises in good condition and repair and provide custodial services at his own expense, ordinary wear and tear and damage by fire and the elements accepted, the Tenant agrees to commit no waste during the term of this lease.

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

10. Insurance: Tenant shall, throughout the duration of this Lease maintain insurance to cover Tenant (including its agents, representatives, subcontractors, and employees) in connection with the performance Tenant's obligations under this Lease. This Lease identifies the minimum insurance levels with which Tenant shall comply; however, the minimum insurance levels shall not relieve Tenant of any other performance responsibilities under this Lease (including the indemnity requirements), and Tenant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Lease by the Tenant, the Tenant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the Landlord. Tenant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Lease.

Tenant shall maintain insurance at the following minimum levels during the term of this Lease and provide a certificate of insurance and additional insured endorsement acceptable to Landlord which certifies that Tenant will provide standard workers' compensation and comprehensive general liability as follows:

Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$1,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

Workers' Compensation coverage as required by the State of California.

Endorsements. The insurance policies shall be endorsed as follows:

For the commercial general liability insurance, the Landlord (including its elected officials, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 11 85.

Tenant's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City.

11. **Indemnity:** Tenant shall save and hold Landlord and his agents, harmless from any claim for damages whatsoever arising from any conduct of Tenant or Tenant's agent, or guests, occurring in, or about the Premises, or any part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year indicated.

Landlord:

By: _____

Date: _____

Tenant:

By: _____

Date: _____



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
October 6, 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 Wong who arrived at 6:51 p.m., Conklin, Munoz, and Smither

MEMBERS ABSENT:

Olesky

STAFF PRESENT:

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

AGENDA CHANGES OR DELETIONS:

No changes or deletions were requested.

REQUEST TO ADDRESS COMMISSION:

No requests to address the Commission were received.

CONSENT CALENDAR:

5.1. Meeting Minutes for September 1, 2015

A motion was made by Commissioner Conklin to approve the minutes of September 1, 2015. The motion was seconded by Commissioner Munoz and unanimously approved.

PUBLIC HEARINGS:

6.1. Application No. 2015-10, Conditional Use Permit; Evangel Bible Church/John Hover; A request to construct a multi-use church building with modified development standards for setbacks.

Carrillo presented the staff report.

Public Hearing Opened

Smither opened the public hearing for comments.

John Hover from H2 Construction, Agent/Applicant, addressed the Commission and said he is open to any question the Commission has.

Conklin shared his concerns regarding parking; Beltran said the City Attorney has prepared a parking agreement between the City and the Church to share their parking lots.

Munoz shared his concerns regarding who claims liability in the event there is an injury on either parking lot; Beltran said she assumes that is covered in the parking agreement.

Smither asked the height of the building and whether or not it is a two story building; Hover said the building is approximately 20 ft. tall and is not a two story building.

Smither asked how many people the building will hold and if there would be any wedding receptions taking place in the building; Hover said he assumes 80 people would fit along with tables, however no occupancy analysis has been conducted. In regards to the question about wedding receptions, Hover said he was unsure.

Lynette Framan shared a video that was prepared for the Commission by the Pastor of the church, Robert Garcia. Garcia said he thinks the project will be beneficial to the Church as well as the Community.

Clarence Ballenger read a comment he prepared for the hearing in which he asks the Commission to approve the Application. He goes on to state that the building would allow the Church to begin new programs such as an after school program or connect with Food link and also help them expand their annual Harvest Festival.

Patty Hernandez, Emancipation Services Facilitator and Director, said she uses the Church to conduct classes related to domestic violence and child endangerment and they have now outgrown their space. She said the new building would be used to expand her classes.

Armando Herrera shared his story and how the class Hernandez facilitates has helped him.

Gina Delkum, Certified Drug and Alcohol Counselor, said she recommends approval of the Application and stated that it would be good for the Community.

Public Hearing Closed

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

A motion was made by Commissioner Smither to approve Application No. 2015-10, a Conditional Use Permit to construct a multi-use church building with modified development standards for setbacks. The motion was seconded by Commissioner Munoz and unanimously approved.

6.2 Application No. 2015-04, 2015-2023 Housing Element Update and associated Initial Study/ Negative Declaration.

Carrillo presented the staff report and a letter sent in by Self Help Enterprises.

Conklin asked about the deadline for the Housing Element; Ginger White, Quad Knopf planning consultant) said the Housing Element must be adopted within 120 days of Certification.

Public Hearing Opened

Smither opened the public hearing for comments

Public Hearing Closed

Seeing no one wishing to comment Smither closed the public hearing.

A motion was made by Commissioner Smither to approve Application No. 2015-04, 2015-2023 Housing Element Update and associated Initial Study/ Negative Declaration. The motion was seconded by Commissioner Conklin and unanimously approved.

COMMISSION REPORTS:

7.1 Request for Excused Absence – Commissioner Olesky, October 6, 2015

A motion was made by Commissioner Wong to approve the absence of Commissioner Olesky. The motion was seconded by Commissioner Munoz and unanimously approved.

7.2 Items for Commission Members

Munoz said the work on the Avenue 416 Road Widening Project looks like it is progressing and he is happy to see that. Munoz also asked when the City portion of the Project would be completed; Uota said it should be done by the end of October.

Smither asked if there is any development planned for the lots behind the old Savemart building on E El Monte Way; Uota said no.

STAFF COMMUNICATIONS:

8.1 Items from staff

No information to share.

ADJOURNMENT:

There being no further business, it was moved by Commissioner Conklin, and seconded by Commissioner Munoz, to adjourn the meeting. The motion carried and the meeting was adjourned by Smither at 7:22 pm.


Crystal Flores, Recording Secretary



City Council Memorandum

MAYOR
Emilio Morales, Dist. 1
COUNCIL MEMBER
Maribel Reynosa, Dist. 2

VICE-MAYOR MAYOR
Scott Harness, Dist. 3
COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

DEPARTMENT: Public Works, Engineering & Planning
Services

CITY COUNCIL MEETING
DATE: December 8, 2015

To: Mayor and City Council
From: Blanca Beltran, Public Works Director
Dean K. Uota, P.E., City Engineer
Cristobal Carrillo, Planner II
Subject: Summary of Planning Commission Meeting of December 1, 2015

RECOMMENDATION

Council receive summary of Planning Commission action taken at the meeting of December 1, 2015.

EXECUTIVE SUMMARY

Staff introduced a proposed Zone Text Amendment related to the prohibition of medical marijuana delivery within the Dinuba city limits. The proposed amendments are necessary in order to comply with recent court cases and changing state law. After some discussion, staff requested that the Planning Commission continue the public hearing on the proposed Zone Text Amendments in order to provide more information on the subject matter. No public comment was received.



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1

VICE-MAYOR
Scott Harness, Dist. 3

DEPARTMENT: PUBLIC WORKS

COUNCIL MEMBER
Maribel Reynosa, Dist. 2

COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING
DATE: DECEMBER 8, 2015

To: Mayor and City Council
From: Dean K. Uota P.E., City Engineer
Subject: Award of Contract to Public Restroom Company for Pre-Fabricated Restrooms at Gregory and Roosevelt Parks

RECOMMENDATION

Council award contract to Public Restroom Company for two (2) pre-fabricated restroom facilities for Gregory and Roosevelt Parks in the amount of \$178,360.

EXECUTIVE SUMMARY

Bids were solicited for new public restrooms at Gregory and Roosevelt Parks. One responsive bid was received from Public Restroom Company in the amount of \$178,360. A copy of the bid is enclosed herein as Attachment 'A'.

OUTSTANDING ISSUES

None.

DISCUSSION

In February of 2014 a Low Income Housing Grant Application was submitted to fund work associated with remodeling the College Park Recreation Center, Roosevelt Park and Gregory Park. In May of 2015 the City of Dinuba received the signed Standard Agreement from the Department of Housing and Community Development for the grant amount of \$1,046,600.00.

On May 12, 2015 the City Council approved the authorization to bid the work associated with the replacement of the existing public restroom structures at Gregory and Roosevelt Parks with ADA compliant, pre-fabricated restroom buildings.

Bids were advertised on October 16, 2015. The bid submittal deadline was November 19, 2015. Public Restroom Company was the sole responsive bidder in the amount of \$173,360. A total of \$180,000 was budgeted for the project.

FISCAL IMPACT

A total of \$180,000 was budgeted for this project. Funding comes from a grant through the California Department of Housing and Community Development.

PUBLIC HEARING

None.

Attachments:

- A. Bid Proposal from Public Restroom Company

Attachment 'A'

BID PROPOSAL

BIDDER'S NAME The Public Restroom Company

CONTRACT TO FURNISH AND CONSTRUCT PREFABRICATED PUBLIC RESTROOMS

TERM OF CONTRACT The Contract shall be in effect for three months from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

TO THE CITY CLERK OF THE CITY OF DINUBA:

The undersigned Bidder proposes to furnish to the City of Dinuba in accordance with the Specifications annexed hereto and made a part hereof, the following item (s) delivered F.O.B Destination, Freight Prepaid & Allowed, to the jobsite as specified in the Special Conditions of these specifications, and at the prices set forth in the following bid item (s)

BID ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1 EA.	FURNISH and CONSTRUCT one (1) Prefabricated Public Restroom at Roosevelt Park	\$89,180/EA	\$ 89,180
2.	1 EA.	FURNISH and CONSTRUCT one (1) Prefabricated Public Restroom at Gregory Park	\$ 89,180/EA	\$ 89,180
<u>TOTAL BID AMOUNT</u>				\$178,360

The Total Bid Amount, in written words, is One hundred seventy eight thousand three hundred sixty Dollars and no Cents.



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1

VICE-MAYOR MAYOR
Scott Harness, Dist. 3

DEPARTMENT: ENGINEERING

COUNCIL MEMBER
Maribel Reynosa, Dist. 2

COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING
DATE: NOVEMBER 10, 2015

To: Mayor and City Council
From: Dean K. Uota, PE, City Engineer
Subject: Revised Memorandum of Understanding (MOU) forming the Kings River East Groundwater Sustainability Agency (GSA) by adding the Kings River Water District as a Member Agency

RECOMMENDATION

Council approve the revised Memorandum of Understanding (MOU) forming the Kings River East Groundwater Sustainability Agency (GSA) by adding the Kings River Water District as a member agency and authorize the City Manager to execute the MOU.

EXECUTIVE SUMMARY

On November 10, 2015, the City Council approved the MOU forming the Kings River East Groundwater Sustainability Agency in compliance with the Sustainable Groundwater Management Act (SGMA). Since that time, the Alta Irrigation District has requested that the MOU be revised to add the Kings River Water District as a member agency. The KRWD is the monitoring agency for the Kings and Tulare hydrological subbasins and should be added as a member agency to the King River East GSA. The revised MOU enclosed herein as Attachment 'A'.

OUTSTANDING ISSUES

None.

DISCUSSION

The State of California enacted landmark legislation in 2014 known as the Sustainable Groundwater Management Act (SGMA). The legislation provides a framework for sustainable management of groundwater supplies by local authorities, with a limited role for state intervention only if necessary to protect the resource.

The act requires the formation of local groundwater sustainability agencies (GSAs) that must assess conditions in their local water basins and adopt locally-based management plans. The act provides substantial time – 20 years – for GSAs to implement plans and achieve long-term groundwater sustainability. The plan is intended to ensure a reliable water supply for California for years to come.

Alta Irrigation District (AID) has taken the lead to organize the formation of the Groundwater Sustainability Agency (GSA) for the Kings River East Basin in compliance with the Sustainable Groundwater Management Act (SGMA). AID has coordinated a series of meetings over the past year with a variety of water districts, agricultural groups, cities and other interested parties to discuss the formation of a GSA.

The local agencies participating in the GSA include the County of Tulare, the County of Fresno, the City of Orange Cove, the City of Reedley, the City of Dinuba, Orange Cove Irrigation District, Alta Irrigation District, Hills Valley Irrigation District, Tri-Valley Water District, Cutler Public Utility District, East Orosi Community Services District, London Community Services District, Orosi Public Utility District and Sultana Community Services District.

More recently, AID has requested that the MOU be revised and approved by participating local agencies to add the Kings River Water District (KRWD) as a member agency. The KRWD is the monitoring agency for the Kings and Tulare hydrological subbasins and should be a participating member in the King River East GSA. This is the only modification to the MOU with all other provisions remaining unchanged.

A GSA will be governed by a seven-member board of directors consisting of one representative from the following:

1. One member chosen by the Alta Irrigation District.
2. One member shall be chosen by the County of Fresno.
3. One member shall be chosen by the County of Tulare.
4. One member shall be chosen by the Cities.
5. One member shall be chosen by Hills Valley Irrigation District, Orange Cove Irrigation District, and Tri-Valley Water District.
6. One member shall be chosen by Cutler Public Utility District, East Orosi Community Services District, London Community Services District, Orosi Public Utility District, Sultana Community Services District, and Kings River Water District.
7. One member shall be chosen by four of the six GSA governing board to represent the agricultural interest with in the territory of the GSA as nominated from the Fresno County Farm Bureau, Tulare County Farm Bureau, and California Citrus Mutual.

Key implementation dates:

- June 30, 2017: Local groundwater sustainability agencies formed.
- Jan. 31, 2020: Groundwater sustainability plans adopted for critically overdrafted basins.
- Jan. 31, 2022: Groundwater sustainability plans adopted for high- and medium-priority basins not currently in overdraft.
- 20 years after adoption: All high- and medium-priority groundwater basins must achieve sustainability.

AID estimates that the initial administrative costs to be incurred in connection with formation of the GSA will be approximately \$15,000, including, legal and other professional services concerning, among other things, issues with respect to funding and formation.

FISCAL IMPACT

There is an estimated administrative cost of \$15,000 to be divided equally among the five Steering Committee groups including the Alta Irrigation District, County of Tulare, County of Fresno, Cities (Dinuba, Orange Cove and Reedley), and Irrigation Districts. Therefore, the Dinuba share of this cost will be \$1,000.

PUBLIC HEARING

None.

Attachments:

- A. Revised Memorandum of Understanding

Attachment 'A'

**MEMORANDUM OF UNDERSTANDING
FOR IMPLEMENTATION OF THE
SUSTAINABLE GROUNDWATER MANAGEMENT ACT
IN THE KINGS GROUNDWATER BASIN
BY SUPPORTING FORMATION OF A
KINGS RIVER EAST GROUNDWATER SUSTAINABILITY AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and effective as of the earlier of (i) the date on which all of the member agencies listed below have executed this MOU, or (ii) March 1, 2016 (on which date this MOU will be binding upon and inure to the benefit of only those member agencies signatory hereto), by and between the County of Tulare, the County of Fresno, the City of Orange Cove, the City of Reedley, the City of Dinuba, Orange Cove Irrigation District, Alta Irrigation District, Hills Valley Irrigation District, Tri-Valley Water District, Kings River Water District, Cutler Public Utility District, East Orosi Community Services District, London Community Services District, Orosi Public Utility District and Sultana Community Services District. Representatives of entities and organizations that are not public agencies will form an advisory committee to consult with the signatories of this MOU with respect to implementing the goals expressed herein (each entity that has executed this MOU on or before the Effective Date being hereinafter referred to individually as a "Party" and collectively as the "Parties"), with reference to the following facts:

A. The State of California has enacted the Sustainable Groundwater Management Act (contained in SB 1168, AB 1739 and SB 1319), referred to in this MOU as the "Act," pursuant to which certain local agencies and parties to a memorandum of understanding or other legal agreements may become "groundwater sustainability agencies" and adopt "groundwater sustainability plans" in order to manage and regulate groundwater in underlying groundwater basins. (The Act defines "basin" as a basin or subbasin identified and defined in California Department of Water Resources Bulletin 118.) Some of the Parties are local agencies qualified to become a groundwater sustainability agency and adopt a groundwater sustainability plan under the Act, but prefer to establish a separate authority, which will become a groundwater sustainability agency operating in accordance with the Act.

B. Multiple local agencies overlying a single groundwater basin or subbasin may adopt individual groundwater sustainability plans if those plans are coordinated, or may join together to adopt a single plan. The Parties all overlie portions of the Kings Subbasin as it is currently defined by the California Department of Water Resources (the "Basin") and wish to participate in the implementation of the Act specifically within the Basin or specific portions thereof. As a result, coordination and cooperation between them is necessary in order to determine their respective roles and the manner in which they will implement the Act. In addition, other agencies that are qualified to become groundwater sustainability agencies overlie the Basin and have expressed interest in implementation of the Act in the Basin, and the Parties acknowledge the importance of involving those other agencies in the management of groundwater resources in the Basin under the Act. The Parties desire to enter into an agreement that will facilitate the creation of a Groundwater Sustainability Agency; namely the Kings River East Groundwater Sustainability Agency ("GSA"), which would adopt a

Groundwater Sustainability Plan ("GSP") that would consider the interests of all beneficial uses and users of groundwater within the boundaries of the GSA.

C. The Parties wish to establish an agreement and framework for cooperative efforts relative to formation of a GSA in order to implement the Act in the Basin, both with each other and with agencies both current and future, in the Basin interested in implementing the Act, to help ensure that the Act is implemented in the Basin effectively, efficiently, fairly, and at the lowest reasonable cost.

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, the Parties hereto agree as follows:

1. Purposes of MOU. The primary purposes of this MOU are to (i) facilitate a cooperative and ongoing working relationship among the Parties and other stakeholders and water users in an effort to establish a GSA in order to develop and implement mutually beneficial approaches and strategies for implementing the Act in the Basin; and (ii) facilitate contacts with other agencies, both current and prospective, overlying the Basin so that they can coordinate with the GSA to implement the GSP and to satisfy the requirements of the Act.

2. Intent to Advocate the Formation of the GSA; Implementation of the GSP. The Parties intend that this MOU is to express the intent of the Parties on or before January 1, 2017 to establish either a joint powers authority or a special act district to act as the GSA (hereinafter referred to specifically as the "GSA") to prepare for approval the GSP for the area located east of the Kings River and under the jurisdiction of one or more of the Parties in order to implement the GSP applicable to that area. The Parties shall regularly confer with regard to those efforts.

3. Outreach to Other Agencies. In recognition of the importance of involving all interested agencies in the Basin that are or will be involved in efforts to establish the GSA and the GSP under the Act in the management of the Basin in coordination with other agencies in the Basin, as an initial activity under this MOU, the Parties shall develop and implement an outreach plan pursuant to which the Parties will contact other agencies within or near their respective boundaries that may become groundwater sustainability agencies and adopt groundwater sustainability plans under the Act, to invite their participation in activities undertaken in connection herewith.

4. Initial Administrative Costs. Each Party shall bear all costs it incurs with respect to its activities under this MOU, including without limitation, costs relative to the formation of the GSA and activities in which that Party wishes to participate. The Parties estimate that initial administrative costs incurred in connection with this MOU for the joint benefit of all Parties, including, legal and other professional services concerning, among other things, issues with respect to funding and formation ("Initial Administrative Costs"), will be approximately Fifteen Thousand Dollars (\$15,000) as estimated in Table I, attached hereto (see "Table I, MOU Initial Administrative Cost"). The Initial Administrative Costs shall be borne in the following proportions:

Alta	20%
County of Tulare	20%
County of Fresno	20%

Cities (as defined below) collectively	20%
Irrigation Districts (as defined below) collectively	20%

Alta shall act as the fiscal agent ("Fiscal Agent") for the Parties to receive funds and have the authority to determine and pay the Initial Administrative Costs. Upon execution hereof, Alta, the County of Tulare, the County of Fresno, the Cities collectively and the Irrigation Districts collectively shall pay to the Fiscal Agent as a deposit to be held for the account of those Parties the cash sum of Three Thousand Dollars (\$3,000.00) each. Any additional costs and expenses may be authorized only by all the Parties. If so authorized, upon request of the Fiscal Agent along with an accounting of those additional costs for which the Fiscal Agent seeks payment, the Parties listed above shall promptly contribute their respective shares of those additional costs in the proportions specified above.

5. Definitions. Unless otherwise indicated by their context, the definitions set forth in this article govern the interpretation of this MOU.

- 5.1 "Actively and primarily engaged in production of agriculture" means that a person derives at least 75 percent of his or her annual income from production agriculture.
- 5.2 "Alta" means the Alta Irrigation District.
- 5.3 "Aquifer" means a geologic formation or structure that transmits water in sufficient quantities to supply pumping wells or springs.
- 5.4 "Basin" has the same meaning as defined in Section 10721 of the Water Code.
- 5.5 "Board" means the board of directors of the GSA, as more particularly described in Section 6 below.
- 5.6 "Cities" means the Cities of Dinuba, Orange Cove, and Reedley.
- 5.7 "Coordination agreement" has the same meaning as defined in Section 10721 of the Water Code.
- 5.8 "County" means either the County of Fresno or the County of Tulare, as the context requires. "Counties" means the County of Fresno and the County of Tulare.
- 5.9 "Extraction" means the act of obtaining groundwater by pumping or other controlled means.
- 5.10 "Groundwater" has the same meaning as defined in Section 10721 of the Water Code.
- 5.11 "Groundwater management activities" means programs, measures, or actions taken to preserve, protect, and enhance groundwater resources within the territory of the GSA.
- 5.12 "Kings Subbasin" means the San Joaquin Valley Basin Kings Subbasin as described in Section 9 below.
- 5.13 "Member agency" means Alta, the Counties, the Cities, and the special districts entitled to representation on the GSA's board of directors as specified in Section 6 below.
- 5.14 "Operator" has the same meaning as defined in Section 10721 of the Water Code.

- 5.15 “Person” includes any state or local governmental agency, private corporation, firm, partnership, limited liability company, individual, group of individuals, or, to the extent authorized by law, any federal agency.
- 5.16 “Plan” means a groundwater sustainability plan prepared by the GSA pursuant to this MOU.
- 5.17 “Supplemental water” means surface water or groundwater lawfully imported from outside the watershed or watersheds of the basin or aquifer and flood waters that are conserved and saved within the watershed or watersheds that would otherwise have been lost or would not have reached the basin or aquifer.

6. The Proposed GSA Governing Body.

(a) The Parties intend to support and advocate for establishment of the GSA to be governed by a board of directors that shall consist of seven (7) members, as follows:

- (i) One member shall be chosen by Alta.
- (ii) One member shall be chosen by the County of Fresno.
- (iii) One member shall be chosen by the County of Tulare.
- (iv) One member shall be chosen by the Cities. This member shall be

chosen from the members of the city councils of the Cities whose territory, at least in part, overlies the territory of the GSA. This member shall be chosen at a public meeting where each city is represented by its mayor.

(v) One member shall be chosen from the members of the governing boards of the following special districts that are not governed by the board of supervisors of either county, are engaged in water activities, and whose territory, at least in part, overlies the territory of the GSA:

- (A) Hills Valley Irrigation District.
- (B) Orange Cove Irrigation District.
- (C) Tri-Valley Water District.
- (D) Kings River Water District.

(vi) One member shall be chosen from the members of the governing boards of the following special districts that provide drinking water within the territory of the GSA:

- (A) Cutler Public Utility District.
- (B) East Orosi Community Services District.
- (C) London Community Services District.
- (D) Orosi Public Utility District.
- (E) Sultana Community Services District

(vii) One member shall be chosen by at least four of the other six board members to represent agricultural interests within the territory of the GSA. This member shall reside and be actively and primarily engaged in production of agriculture within the territory of the GSA. This member shall be selected from a list of nominations submitted from the Fresno County Farm Bureau, the Tulare County Farm Bureau, and California Citrus Mutual, but the nominees need not be members of any of those organizations.

(b) The board members described in paragraphs (i), (ii), and (iii) of subdivision (a) above shall be chosen by their respective governing boards from their board members whose districts or divisions overlie, at least in part, the territory of the GSA.

(c) The board members described in paragraphs (v) and (vi) of subdivision (a) above shall be chosen at a public meeting where each special district is represented by the president or chair of its governing board.

(d) There shall be an alternate for each board member, chosen in the same manner and by the same entity as the board member. The alternate member shall act in place of the board member for whom he or she is an alternate in case of that board member's absence or inability to act.

(e) The members described in paragraphs (i) to (vi), inclusive, of subdivision (a) of this Section 6 shall serve for a four-year term of office, or until the member is no longer an eligible official of the member agency. These members may serve for more than one term of office.

(f) The member described in paragraph (vii) of subdivision (a) above shall serve a four-year term of office.

7. Acts and Actions of the Proposed GSA Board. The Parties intend to support and advocate for the GSA whose board would have, among others set forth in the Act, the authorities and obligations, and follow the procedures, set forth below:

(a) The board would adopt actions for the purpose of regulating, conserving, managing, and controlling the use and extraction of groundwater within the territory of the GSA.

(b) An action adopted by the board would become effective 30 days from the date of its passage.

(c) All actions would be adopted at noticed public hearings by a majority vote of the board. No ordinance would be adopted by the board except at a public hearing. Notice of the hearing would be published in a newspaper of general circulation in the manner provided in and pursuant to Section 6066 of the Government Code.

(d) The board would provide notice of the adoption of all actions.

(e) The GSA would have the authority to contract with either County or Alta for staff and other services. The GSA may hire contractors and consultants as it considers appropriate.

(f) The GSA would have the authority to enter into a coordination agreement with other local agencies for purposes of coordinating the GSA's plan with other agencies or groundwater sustainability plans within the basin.

8. Studies and Investigations by the Proposed GSA. The Parties intend to support and advocate for the GSA that would have the authorities and obligations set forth below:

(a) The GSA would collect data and conduct technical and other investigations of all kinds in order to carry out the provisions of the Act. All hydrological investigations and studies carried out by or on behalf of the GSA would be constructed by or under the supervision of licensed engineers or other persons qualified in groundwater geology or hydrology.

(b) The GSA would recommend and encourage water recycling and other water development projects, where those projects will enhance and contribute to the responsible management of groundwater resources, as part of its annual plan for implementation of groundwater management objectives.

9. Proposed GSA Boundaries. The Parties intend to support and advocate for the GSA that would have the boundaries described below by means of actions set forth below:

(a) The boundaries of the GSA would include all land located within the exterior perimeter boundaries of Alta Irrigation District within the Counties of Fresno and Tulare, the Orange Cove Irrigation District, the Hills Valley Irrigation District, and the Tri-Valley Water District overlying the San Joaquin Valley Basin Kings Subbasin as described in the report by the Department of Water Resources entitled "California's Groundwater: Bulletin 118" updated in 2003, as it may be subsequently updated or revised in accordance with Section 12924 of the Water Code.

(b) The GSA's initial boundaries shall be established by the boards of supervisors of the Counties of Fresno and Tulare after a noticed public hearing. The boundaries shall be depicted on a map that shall be adopted by the boards of supervisors of those counties and thereafter recorded in the office of the county recorder of each county.

(c) The boards of supervisors of the Counties of Fresno and Tulare may adjust the boundaries of the GSA in the same manner prescribed for establishment of the initial boundaries if the boundaries of the basin are revised, including the establishment of new subbasins.

10. Proposed GSA Sustainable Groundwater Management Powers. The Parties intend to support and advocate for the GSA whose board would have the intentions, authorities and obligations set forth below:

(a) The GSA shall elect to be a groundwater sustainability agency pursuant to Chapter 4 (commencing with Section 10723) of Part 2.74 of Division 6 of the Water Code for that portion of the Kings Subbasin that lies within the boundaries of the GSA.

(b) The GSA shall develop and implement a groundwater sustainability plan pursuant to Chapter 6 (commencing with 38 Section 10727) of Part 2.74 of Division 6 of the Water Code to achieve sustainable groundwater management within the territory of the GSA.

(c) The GSA may exercise any of the powers described in Chapter 5 (commencing with Section 10725) of Part 2.74 of Division 6 of the Water Code and the enforcement powers described in Chapter 9 (commencing with Section 10732) of Part 2.74 of Division 6 of the Water Code.

(d) The availability of supplemental water to any operator shall not subject that operator to regulations that are more restrictive than those imposed on other operators.

11. Proposed GSA Fee Authority. The Parties intend to support and advocate for the GSA whose board would have the authorities and obligations set forth below:

Pursuant to Chapter 8 (commencing with Section 10730) of Part 2.74 of Division 6 of the Water Code, the GSA may impose fees, including, but not limited to, permit fees and fees on groundwater extraction or other regulated activity, to fund the costs of a groundwater sustainability program, that include, but are not limited to, the preparation, adoption, and amendment of a groundwater sustainability plan, investigations, inspections, compliance assistance, enforcement, and program administration, including a prudent reserve.

12. Other Alternatives. Nothing in this MOU shall preclude any Party from pursuing implementation of the Act on its own or with third parties consistent with this MOU. Further, while the Parties intend to diligently implement activities in which all of them participate, nothing in this MOU shall preclude any of the Parties from pursuing such activities with fewer than all or with none of the other Parties. In the event any Party chooses to pursue such activities, that Party shall promptly notify all other Parties of those activities.

13. Ongoing Cooperation. The Parties acknowledge that activities under this MOU will require the frequent interaction between them in order to exploit opportunities and resolve issues that arise. The Parties shall work cooperatively and in good faith. The goal of the Parties shall be to preserve flexibility with respect to the establishment of the GSA and implementation of the GSP in order to maximize the benefits of that GSP to all beneficial uses and users of groundwater within the GSA. Notwithstanding the foregoing, nothing in this MOU shall be interpreted to require the Parties jointly to establish the GSA. If the GSA is formed, it shall implement a GSP that complies with the requirement set forth in the Act (Water Code Section 10727.6) that it be coordinated with other GSP's in the Basin. The Parties intend to consult with all stakeholders and beneficial users of groundwater within the GSA.

14. Staff; Notices.

(a) Each Party shall designate a principal contact person for that Party, who may be changed from time to time, and such other appropriate staff members and consultants to participate on such Party's behalf in activities undertaken pursuant to this MOU. The principal contact person for each Party shall be responsible for coordinating meetings and other activities under this MOU with the principal contact person for the other Parties. Meetings shall occur as

the principal contacts determine are necessary, and each Party shall make its expertise and resources reasonably available for activities under this MOU.

(b) Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally, by facsimile or by certified mail, postage prepaid and return receipt requested. Any notice shall be delivered or addressed to the parties at the addresses or facsimile numbers set forth below or at such other address or facsimile numbers as shall be designated by notice in writing in accordance with the terms of this Agreement. The date of receipt of the notice shall be the date of actual personal service or confirmed facsimile transmission, or three days after the postmark on certified mail.

If notice is given to the Alta Irrigation District, it shall be given at the following address and facsimile number:

Alta Irrigation District
Post Office Box 715
Dinuba, CA 93618
Attn: General Manager
Facsimile No.: 559-591-5190

If notice is given to the County of Fresno, it shall be given at the following address and facsimile number:

County of Fresno
2220 Tulare Street, 6th floor
Fresno California 93721
Attn: Director of Public Works and Planning
Facsimile No.: 559-600-4537

If notice is given to the County of Tulare, it shall be given at the following address and facsimile number:

County of Tulare
2800 W. Burrel
Visalia, CA 93291
Attn: County Administrative Officer
Facsimile No.: 559-733-6318

If notice is given to the City of Orange Cove, it shall be given at the following address and facsimile number:

City of Orange Cove
633 Sixth Street
Orange Cove, California 93646
Attn: City Manager
Facsimile No.: 559-626-4653

If notice is given to the City of Reedley, it shall be given at the following address and facsimile number:

City of Reedley
1717 9th Street
Reedley, CA 93654
Attn: City Manager
Facsimile No.: 559-638-1093

If notice is to be given to the City of Dinuba, it shall be given at the following address and facsimile number:

City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
Attn: City Manager
Facsimile No.: 559-591-5902

If notice is to be given to the Hills Valley Irrigation District, it shall be given at the following address and facsimile number:

Hills Valley Irrigation District
P.O. Box 911
Visalia, CA 93279
Attn: Dennis Keller
Facsimile No.: 559-732-7937

If notice is to be given to the Tri-Valley Water District, it shall be given at the following address and facsimile number:

Tri-Valley Water District
P.O. Box 911
Visalia, CA 93279
Attn: Dennis Keller
Facsimile No.: 559-732-7937

If notice is to be given to the Orange Cove Irrigation District, it shall be given at the following address and facsimile number:

Orange Cove Irrigation District
1130 Park Blvd
Orange Cove, CA 93646
Attn: Fergus Morrissey
Facsimile No.: 559-626-4463

If notice is to be given to the Kings River Water District, it shall be given at the following address and phone number:

Kings River Water District
P.O. Box 457
Sanger, CA 93657
Attn: Jack Paxton or Nick Keller
Phone No.: 559-732-7938

If notice is to be given to the Cutler Public Utility District, it shall be given at the following address and phone number:

Cutler Public Utility District
40526 Orosi Drive
Cutler, CA 93615
Attn: Martha Lowrey
Phone: (559) 528-3859

If notice is to be given to the East Orosi Community Services District, it shall be given at the following address and phone number:

East Orosi Community Services District
41842 Lone Rd
Orosi, CA 93647
Attn: Katie Icho
Phone No.: 559-(559) 528-2726

If notice is to be given to the London Community Services District, it shall be given at the following address and facsimile number:

London Community Services District
37835 Kate Rd.
Dinuba CA 93618
Attn: Jim Wegley
Facsimile No.: 559-591-0976

If notice is to be given to the Orosi Public Utility District, it shall be given at the following address and phone number:

Orosi Public Utility District
12488 Ave 416
Orosi, CA 93647
Attn: Maria Elena Vidana
Phone No.: 559-528-4262

If notice is to be given to the Sultana Community Services District, it shall be given at the following address and phone number:

Sultana Community Services District
P.O. Box 168
Sultana, CA 93666
Attn: Michael Prado Sr.
Phone No.: 559- 859-7330

(c) Alta shall make all reasonable efforts to post on its website the minutes of all meetings among the Parties, as well as summaries of all non-privileged memorandums and reports received by the Parties with respect to their activities concerning formation of the GSA, its powers and authorities and its sources of funding.

15. Entire Agreement. This MOU incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral or otherwise) related thereto. This MOU may be amended (including without limitation to add new Parties) only in a writing executed by all of the Parties.

16. Termination.

(a) This MOU shall remain in effect unless terminated by the mutual written consent of the Parties, or upon 30 days written notice of termination delivered by one Party to the others that is not withdrawn prior to the specified termination date; provided, that upon termination by one Party, the remaining Parties may by mutual written agreement continue this MOU in effect as between the non-terminating Parties. No Party shall be liable to any other if it elects to terminate this MOU.

(b) Anything to the contrary herein notwithstanding, this MOU shall terminate automatically upon the occurrence of the earlier of either:

(i) Enactment and the effective date of a statute that forms a special act district to be the GSA or the formation of a joint powers authority or

(ii) July 1, 2017, if by that date the GSA is not designated under the Act to be the groundwater sustainability agency for the area described in Paragraph 10 above.

17. Severability. Should any provision of this MOU be determined by a court of competent jurisdiction to be void, in excess of a Party's authority, or otherwise unenforceable, the validity of the remaining provisions of this MOU shall not be affected thereby.

18. Assignment. No rights and duties of any of the Parties under this MOU may be assigned or delegated without the express prior written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties without such consent shall be null and void.

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

ALTA IRRIGATION DISTRICT

COUNTY OF TULARE

By: _____

By: _____

Name: Chris M. Kapheim

Name: Steve Worthley

Title: General Manager

Title: Chairman, Tulare County Board of Supervisors

COUNTY OF FRESNO

CITY OF ORANGE COVE

By: _____

By: _____

Name: Debbie Poochigian

Name: Samuel A. Escobar

Title: Chairman, Fresno County Board of Supervisors

Title: City Manager

CITY OF REEDLEY

CITY OF DINUBA

By: _____

By: _____

Name: Nicole Zieba

Name: Luis Patlan

Title: City Manager

Title: City Manager

ORANGE COVE IRRIGATION DISTRICT

HILLS VALLEY IRRIGATION DISTRICT

By: _____

By: _____

Name: _____

Name: Loren Booth

Title: President

Title: President

TRI-VALLEY WATER DISTRICT

By: _____

Name: John Colbert

Title: President

CUTLER PUBLIC UTILITY DISTRICT

By: _____

Name: _____

Title: President

EAST OROSI COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: President

LONDON COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: President

OROSI PUBLIC UTILITY DISTRICT

By: _____

Name: _____

Title: President

SULTANA COMMUNITY SERVICES DISTRICT

By: _____

Name: Michael Prado Sr.

Title: President

KINGS RIVER WATER DISTRICT

By: _____

Name: Jack Paxton

Title: Chairman of the Board

Table I
Kings River East Planning Group MOU
Initial Administrative Costs

Task	Hours/Unit	Blended Rate/Cost	Total
Funding Implementation, Legal Opinion Prop. 26	33	\$260.00	\$8,580.00
Monitoring and GSP Budgetary Cost Estimate	12	\$300.00	\$3,600.00
GSA Decision Documents	4	\$260.00	\$1,040.00
Communication and Outreach	10.83	\$72.00	\$779.76
Miscellaneous/Materials	1	\$1,000.00	\$1,000.00
Total Initial Administrative Cost			\$14,999.76



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 367 - A-1 Auto Electric									
109127	Repairs/Maintenance	Paid by Check #6023		11/23/2015	12/04/2015	12/04/2015		12/04/2015	945.93
		Vendor 367 - A-1 Auto Electric Totals					Invoices	1	<u>\$945.93</u>
Vendor 79 - AD Group DBA Shelton Turnbull									
325019	November 2015	Paid by Check #6024		11/16/2015	12/04/2015	12/04/2015		12/04/2015	25.00
		Vendor 79 - AD Group DBA Shelton Turnbull Totals					Invoices	1	<u>\$25.00</u>
Vendor 206 - ADT Security Services, Inc.									
568827647	Professional Services	Paid by Check #6025		11/12/2015	12/04/2015	12/04/2015		12/04/2015	135.00
86617518 11/12	Contractual	Paid by Check #6025		11/12/2015	12/04/2015	12/04/2015		12/04/2015	136.83
		Vendor 206 - ADT Security Services, Inc. Totals					Invoices	2	<u>\$271.83</u>
Vendor 263 - Advantek Benefit Administrators									
11/20/15	Funding request	Paid by Check #6026		11/20/2015	12/04/2015	12/04/2015		12/04/2015	31,868.09
		Vendor 263 - Advantek Benefit Administrators Totals					Invoices	1	<u>\$31,868.09</u>
Vendor 876 - Adventist Health									
63630273	Professional Services	Paid by Check #6027		11/04/2014	12/04/2015	12/04/2015		12/04/2015	361.65
		Vendor 876 - Adventist Health Totals					Invoices	1	<u>\$361.65</u>
Vendor 393 - Airgas NCN									
9931306071	Supplies	Paid by Check #6028		10/31/2015	12/04/2015	12/04/2015		12/04/2015	17.82
		Vendor 393 - Airgas NCN Totals					Invoices	1	<u>\$17.82</u>
Vendor 697 - Alejandro Aldaz									
Boot Reim - Alex	Uniforms	Paid by Check #6029		11/19/2015	12/04/2015	12/04/2015		12/04/2015	150.00
		Vendor 697 - Alejandro Aldaz Totals					Invoices	1	<u>\$150.00</u>
Vendor 185 - Alldata LLC.									
fw691291 121615	Dues & Subscriptions	Paid by Check #6030		12/16/2015	12/04/2015	12/04/2015		12/04/2015	1,631.25
		Vendor 185 - Alldata LLC. Totals					Invoices	1	<u>\$1,631.25</u>
Vendor 47 - Alta Irrigation District									
012220028 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	65.84
014032009 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014032010 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014063035 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014063036 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014063037 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014064016 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014064017 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014064018 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014064019 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15

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 47 - Alta Irrigation District									
014064020 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014064022 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017040020 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017040024 2015	Miscellaneous	Paid by Check #6031		11/20/2015	12/04/2015	12/04/2015		12/04/2015	6.25
012230048 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	326.98
012230049 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	48.53
012230050 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	2,516.93
012240033 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	664.93
012240034 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	1,791.91
012240035 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	140.85
012240039 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	20.36
012300010 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	149.63
012300024 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	381.64
014164009 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014171001 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014171006 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014171008 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014171012 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
014460052 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	12.65
014590001 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017020001 2015	Miscellaneous	Paid by Check #6032		11/23/2015	12/04/2015	12/04/2015		12/04/2015	399.00
017020016 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	399.00
017020017 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	399.00
017020029 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017020041 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	392.82
017020042 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	181.55
017020047 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	188.73
017020049 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	62.44
017020050 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	446.28
017020051 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	170.17
017020052 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	142.44
017020053 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	153.62
017020054 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	149.82
017020055 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	445.48
017020056 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	115.71
017020057 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	261.74
017030042 2015	Miscellaneous	Paid by Check #6033		11/23/2015	12/04/2015	12/04/2015		12/04/2015	56.93
017030043 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	115.00
017121004 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017121018 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017121023 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 47 - Alta Irrigation District									
017122011 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017123028 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017141003 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017141007 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017141010 2015	Miscellaneous	Paid by Check #6035		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017141014 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017144003 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017144004 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017144005 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017144012 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017144013 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017144014 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
01714409 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017201002 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017201004 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	17.02
017202015 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017202016 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017273001 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	199.50
017280002 2015	Miscellaneous	Paid by Check #6034		11/23/2015	12/04/2015	12/04/2015		12/04/2015	134.09
017280020 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	102.70
017290012 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	28.87
017290015 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	55.20
017300024 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	8.74
017300025 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
017320001 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	187.73
017320003 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	161.99
018014001 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
018042001 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
018042002 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
018042004 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
018042005 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
018042006 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	6.25
018220089 2015	Miscellaneous	Paid by Check #6036		11/23/2015	12/04/2015	12/04/2015		12/04/2015	24.94
Vendor 47 - Alta Irrigation District Totals						Invoices		84	\$11,408.26
Vendor 13 - Ameripride Valley Uniform Service									
1501495955	Supplies	Paid by Check #6037		11/13/2015	12/04/2015	12/04/2015		12/04/2015	67.99
1501501165	Professional Services	Paid by Check #6037		11/20/2015	12/04/2015	12/04/2015		12/04/2015	67.99
1501501167	Supplies	Paid by Check #6037		11/20/2015	12/04/2015	12/04/2015		12/04/2015	36.10



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 13 - Ameripride Valley Uniform Service										
1501501170	Supplies	Paid by Check #6037		11/20/2015	12/04/2015	12/04/2015		12/04/2015	57.03	
							Vendor 13 - Ameripride Valley Uniform Service Totals	Invoices	4	<u>\$229.11</u>
Vendor 20 - Ameritas Life Insurance										
December 2015	010-7745-00001	Paid by Check #6038		11/06/2015	12/04/2015	12/04/2015		12/04/2015	18,400.44	
							Vendor 20 - Ameritas Life Insurance Totals	Invoices	1	<u>\$18,400.44</u>
Vendor 621 - Thaddeus Ashford										
Garden Grove Dec	Travel & Training	Paid by Check #6039		10/09/2015	12/04/2015	12/04/2015		12/04/2015	211.00	
							Vendor 621 - Thaddeus Ashford Totals	Invoices	1	<u>\$211.00</u>
Vendor 17 - AT&T										
238451821411/15	Telephone	Paid by Check #6040		11/07/2015	12/04/2015	12/04/2015		12/04/2015	73.03	
559595148511/15	Telephone	Paid by Check #6041		11/10/2015	12/04/2015	12/04/2015		12/04/2015	35.09	
559595157011/15	Telephone	Paid by Check #6041		11/10/2015	12/04/2015	12/04/2015		12/04/2015	20.29	
559595157111/15	Telephone	Paid by Check #6041		11/10/2015	12/04/2015	12/04/2015		12/04/2015	38.49	
559595882411/15	Telephone	Paid by Check #6041		11/10/2015	12/04/2015	12/04/2015		12/04/2015	22.34	
559595945311/15	Telephone	Paid by Check #6041		11/10/2015	12/04/2015	12/04/2015		12/04/2015	24.92	
559595967511/15	Telephone	Paid by Check #6041		11/10/2015	12/04/2015	12/04/2015		12/04/2015	18.49	
559595978911/15	Telephone	Paid by Check #6041		11/10/2015	12/04/2015	12/04/2015		12/04/2015	23.88	
234343915911/15	Telephone	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	393.73	
559591069611/15	Telephone	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	34.39	
559591288311/15	591-2883 HVAC	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	23.87	
559591381511/15	Telephone	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	24.16	
559591424611/15	Telephone	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	40.65	
559591444511/15	Communications	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	21.99	
559591590011/15	Telephone	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	218.12	
559591591111/15	Communications	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	414.49	
5595915930 11/15	Communications	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	167.69	
559591594011/15	Telephone	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	200.57	
559591847111/15	Communications	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	21.99	
559591880111/15	Communications	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	24.99	
559591911111/15	Telephone	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	21.99	
5595960479 11/15	Communications	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	23.87	
559596216911/15	DVC Phone System	Paid by Check #6041		11/11/2015	12/04/2015	12/04/2015		12/04/2015	76.94	
							Vendor 17 - AT&T Totals	Invoices	23	<u>\$1,965.97</u>
Vendor 289 - AT&T Mobility LLC										
2870151847341115	November 2015	Paid by Check #6042		11/16/2015	12/04/2015	12/04/2015		12/04/2015	538.96	
							Vendor 289 - AT&T Mobility LLC Totals	Invoices	1	<u>\$538.96</u>



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 941 - Backflow Independent Testing Service										
15931	Repairs/Maintenance	Paid by Check #6043		09/15/2015	12/04/2015	12/04/2015		12/04/2015	154.00	
							Vendor 941 - Backflow Independent Testing Service Totals	Invoices	1	<u>\$154.00</u>
Vendor 748 - Bankcard Center										
2360 11/14/15	Supplies	Paid by Check #6044		11/14/2015	12/04/2015	12/04/2015		12/04/2015	441.95	
6502 11/14/15	Supplies	Paid by Check #6044		11/14/2015	12/04/2015	12/04/2015		12/04/2015	2,997.67	
							Vendor 748 - Bankcard Center Totals	Invoices	2	<u>\$3,439.62</u>
Vendor 40 - Richard Leroy Barkley										
Dec. 2015	Uruapan Warehouse Dec. 2015 Lease	Paid by Check #6045		12/01/2015	12/04/2015	12/04/2015		12/04/2015	2,500.00	
							Vendor 40 - Richard Leroy Barkley Totals	Invoices	1	<u>\$2,500.00</u>
Vendor 105 - Best Uniforms										
39635	Arias	Paid by Check #6046		10/02/2015	12/04/2015	12/04/2015		12/04/2015	1,660.80	
39636	Arias	Paid by Check #6046		10/02/2015	12/04/2015	12/04/2015		12/04/2015	61.34	
39637	De Haro	Paid by Check #6046		10/03/2015	12/04/2015	12/04/2015		12/04/2015	1,044.15	
39638	De Haro	Paid by Check #6046		10/03/2015	12/04/2015	12/04/2015		12/04/2015	609.60	
39658	Uniforms	Paid by Check #6046		10/10/2015	12/04/2015	12/04/2015		12/04/2015	860.39	
39670	Arias	Paid by Check #6046		10/12/2015	12/04/2015	12/04/2015		12/04/2015	860.39	
							Vendor 105 - Best Uniforms Totals	Invoices	6	<u>\$5,096.67</u>
Vendor 739 - Business Card										
0364 11/15/15	Food & Beverages	Paid by Check #6047		11/15/2015	12/04/2015	12/04/2015		12/04/2015	20.97	
2283 11/15/15	Miscellaneous	Paid by Check #6047		11/15/2015	12/04/2015	12/04/2015		12/04/2015	425.00	
3042 11/15/15	Food & Beverages	Paid by Check #6047		11/15/2015	12/04/2015	12/04/2015		12/04/2015	903.53	
							Vendor 739 - Business Card Totals	Invoices	3	<u>\$1,349.50</u>
Vendor 500 - Cara's Blueprint Express										
121124	Supplies	Paid by Check #6048		11/18/2015	12/04/2015	12/04/2015		12/04/2015	24.79	
							Vendor 500 - Cara's Blueprint Express Totals	Invoices	1	<u>\$24.79</u>
Vendor 628 - Francisco Ceballos										
092915 Train	Lunch Reimbursements - ICI And BATI Trainings	Paid by Check #6049		09/29/2015	12/04/2015	12/04/2015		12/04/2015	155.77	
							Vendor 628 - Francisco Ceballos Totals	Invoices	1	<u>\$155.77</u>
Vendor 44 - Central Valley Lock & Safe										
47197	Professional Services	Paid by Check #6050		10/30/2015	12/04/2015	12/04/2015		12/04/2015	135.00	
							Vendor 44 - Central Valley Lock & Safe Totals	Invoices	1	<u>\$135.00</u>



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 352 - Chem Quip Inc.									
5413320	Supplies	Paid by Check #6051		11/04/2015	12/04/2015	12/04/2015		12/04/2015	369.98
		Vendor 352 - Chem Quip Inc. Totals				Invoices		1	<u>\$369.98</u>
Vendor 8 - City of Dinuba									
PettyCash 112515	Travel & Training	Paid by Check #6052		11/25/2015	12/04/2015	12/04/2015		12/04/2015	434.38
		Vendor 8 - City of Dinuba Totals				Invoices		1	<u>\$434.38</u>
Vendor 972 - City of Sanger									
IGT4-Dinuba	Sept/Oct 2015	Paid by Check #6053		11/16/2015	12/04/2015	12/04/2015		12/04/2015	270.00
		Vendor 972 - City of Sanger Totals				Invoices		1	<u>\$270.00</u>
Vendor 274 - Code Publishing Company									
51227	Communications	Paid by Check #6054		10/23/2015	12/04/2015	12/04/2015		12/04/2015	1,422.90
		Vendor 274 - Code Publishing Company Totals				Invoices		1	<u>\$1,422.90</u>
Vendor 170 - Comcast									
0148160 11/11/15	Communications	Paid by Check #6055		11/11/2015	12/04/2015	12/04/2015		12/04/2015	133.98
0148178 11/12/15	Communications	Paid by Check #6055		11/12/2015	12/04/2015	12/04/2015		12/04/2015	228.98
		Vendor 170 - Comcast Totals				Invoices		2	<u>\$362.96</u>
Vendor 232 - Courier Printing and Village Printer									
C24686	Supplies	Paid by Check #6056		11/19/2015	12/04/2015	12/04/2015		12/04/2015	725.91
		Vendor 232 - Courier Printing and Village Printer Totals				Invoices		1	<u>\$725.91</u>
Vendor 1035 - De Lage Landen Public Finance									
47927941	Ford Interceptor	Paid by Check #6057		11/14/2015	12/04/2015	12/04/2015		12/04/2015	26,388.67
		Vendor 1035 - De Lage Landen Public Finance Totals				Invoices		1	<u>\$26,388.67</u>
Vendor 1021 - De Nora Water Technologies Inc.									
1130083	Repairs/Maintenance	Paid by Check #6058		10/30/2015	12/04/2015	12/04/2015		12/04/2015	312.57
1130089	Supplies	Paid by Check #6058		10/30/2015	12/04/2015	12/04/2015		12/04/2015	611.37
		Vendor 1021 - De Nora Water Technologies Inc. Totals				Invoices		2	<u>\$923.94</u>
Vendor 77 - Department of Justice									
134225	Professional Services	Paid by Check #6059		11/13/2015	12/04/2015	12/04/2015		12/04/2015	140.00
		Vendor 77 - Department of Justice Totals				Invoices		1	<u>\$140.00</u>
Vendor 30 - Dinuba Chamber of Commerce									
11-2015 101	Community Event	Paid by Check #6060		11/18/2015	12/04/2015	12/04/2015		12/04/2015	800.00
		Vendor 30 - Dinuba Chamber of Commerce Totals				Invoices		1	<u>\$800.00</u>



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 810 - Dinuba Paint Store									
3730	Fy15/16-Parks-Repair & Maint Supplies-Delgado	Paid by Check #6061		11/16/2015	12/04/2015	12/04/2015	11/30/2015	12/04/2015	615.20
		Vendor	810 - Dinuba Paint Store	Totals		Invoices	1		<u>\$615.20</u>
Vendor 308 - Dinuba Rotary Club									
2055	D. James, Meals	Paid by Check #6062		10/31/2015	12/04/2015	12/04/2015		12/04/2015	50.00
2067	November 2015	Paid by Check #6062		11/30/2015	12/04/2015	12/04/2015		12/04/2015	50.00
		Vendor	308 - Dinuba Rotary Club	Totals		Invoices	2		<u>\$100.00</u>
Vendor 341 - Dinuba Tires LLC									
46340	Repairs/Maintenance	Paid by Check #6063		11/20/2015	12/04/2015	12/04/2015		12/04/2015	300.00
		Vendor	341 - Dinuba Tires LLC	Totals		Invoices	1		<u>\$300.00</u>
Vendor 200 - Dinuba Unified School District									
1593	Senior lunches October 2015	Paid by Check #6064		11/10/2015	12/04/2015	12/04/2015		12/04/2015	4,300.00
		Vendor	200 - Dinuba Unified School District	Totals		Invoices	1		<u>\$4,300.00</u>
Vendor 360 - Dokken Engineering									
29534	Dokken Ave. 416 Widening Project	Paid by Check #6065		11/09/2015	12/04/2015	12/04/2015		12/04/2015	3,740.00
		Vendor	360 - Dokken Engineering	Totals		Invoices	1		<u>\$3,740.00</u>
Vendor 62 - Ed Dena's Auto Center									
192375CVR	Repairs/Maintenance	Paid by Check #6066		11/23/2015	12/04/2015	12/04/2015		12/04/2015	72.04
		Vendor	62 - Ed Dena's Auto Center	Totals		Invoices	1		<u>\$72.04</u>
Vendor 16 - Ernest Packaging Solutions									
184286	Supplies	Paid by Check #6067		11/17/2015	12/04/2015	12/04/2015		12/04/2015	289.16
		Vendor	16 - Ernest Packaging Solutions	Totals		Invoices	1		<u>\$289.16</u>
Vendor 527 - Everbank Commercial Finance, Inc.									
3444648	5050N Copier	Paid by Check #6068		11/13/2015	12/04/2015	12/04/2015		12/04/2015	242.03
		Vendor	527 - Everbank Commercial Finance, Inc.	Totals		Invoices	1		<u>\$242.03</u>
Vendor 712 - Golden State Overnight									
2941713	Dept. of Housing & CD of Transit	Paid by Check #6069		11/15/2015	12/04/2015	12/04/2015		12/04/2015	24.72
		Vendor	712 - Golden State Overnight	Totals		Invoices	1		<u>\$24.72</u>
Vendor 242 - Green Box Rentals, Inc.									
36897	Fy 15/16 CS-Sports Mo storage container rental	Paid by Check #6070		11/30/2015	12/04/2015	12/04/2015	11/30/2015	12/04/2015	70.69



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 242 - Green Box Rentals, Inc.									
36904	Fy 15/16-Parks Mo Storage Container Fee	Paid by Check #6070		11/30/2015	12/04/2015	12/04/2015	11/30/2015	12/04/2015	81.56
Vendor 242 - Green Box Rentals, Inc. Totals							Invoices	2	\$152.25
Vendor 379 - Guardian EMS Products									
5636100	Maintenance	Paid by Check #6071		11/06/2015	12/04/2015	12/04/2015		12/04/2015	210.00
5636101	Maintenance	Paid by Check #6071		11/06/2015	12/04/2015	12/04/2015		12/04/2015	250.00
5636503	Supplies	Paid by Check #6071		11/09/2015	12/04/2015	12/04/2015		12/04/2015	114.18
5636520	Supplies	Paid by Check #6071		11/09/2015	12/04/2015	12/04/2015		12/04/2015	861.55
Vendor 379 - Guardian EMS Products Totals							Invoices	4	\$1,435.73
Vendor 150 - H & H Tire Service Inc.									
156526	Repairs/Maintenance	Paid by Check #6072		11/17/2015	12/04/2015	12/04/2015		12/04/2015	69.95
156565	Repairs/Maintenance	Paid by Check #6072		11/23/2015	12/04/2015	12/04/2015		12/04/2015	69.95
Vendor 150 - H & H Tire Service Inc. Totals							Invoices	2	\$139.90
Vendor 496 - The Hanover Insurance Company									
11/6/15	1510035463-001-000	Paid by Check #6073		11/06/2015	12/04/2015	12/04/2015		12/04/2015	9,471.40
Vendor 496 - The Hanover Insurance Company Totals							Invoices	1	\$9,471.40
Vendor 139 - Henry Schein Inc.									
25087349	Supplies	Paid by Check #6074		11/10/2015	12/04/2015	12/04/2015		12/04/2015	99.95
25118844	Supplies	Paid by Check #6074		11/11/2015	12/04/2015	12/04/2015		12/04/2015	1,525.41
25389747	Supplies	Paid by Check #6074		11/19/2015	12/04/2015	12/04/2015		12/04/2015	90.60
Vendor 139 - Henry Schein Inc. Totals							Invoices	3	\$1,715.96
Vendor 174 - Howard's Pest Control									
245198	November 2015	Paid by Check #6075		11/12/2015	12/04/2015	12/04/2015		12/04/2015	62.00
Vendor 174 - Howard's Pest Control Totals							Invoices	1	\$62.00
Vendor 472 - Jacobson James & Associates									
1510.2605	Professional Services	Paid by Check #6076		11/24/2015	12/04/2015	12/04/2015		12/04/2015	451.50
Vendor 472 - Jacobson James & Associates Totals							Invoices	1	\$451.50
Vendor 5 - Jorgensen & Co.									
5555929	Supplies	Paid by Check #6077		11/13/2015	12/04/2015	12/04/2015		12/04/2015	327.21
5555933	Professional Services	Paid by Check #6077		11/13/2015	12/04/2015	12/04/2015		12/04/2015	22.84
5556719	Maintenance	Paid by Check #6077		11/18/2015	12/04/2015	12/04/2015		12/04/2015	349.10
5557118	Building Maintenance & Supplies	Paid by Check #6077		11/19/2015	12/04/2015	12/04/2015		12/04/2015	45.00
Vendor 5 - Jorgensen & Co. Totals							Invoices	4	\$744.15



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 852 - Kent M Kawagoe Ph.D.									
SepOct2015	Professional Services	Paid by Check #6078		10/31/2015	12/04/2015	12/04/2015		12/04/2015	900.00
		Vendor 852 - Kent M Kawagoe Ph.D. Totals					Invoices	1	<u>\$900.00</u>
Vendor 318 - Kingsburg Veterinary Clinic									
453315	Vader	Paid by Check #6079		11/01/2015	12/04/2015	12/04/2015		12/04/2015	228.06
		Vendor 318 - Kingsburg Veterinary Clinic Totals					Invoices	1	<u>\$228.06</u>
Vendor 1014 - Knox Company									
INV00766791	New Engine	Paid by Check #6080		11/06/2015	12/04/2015	12/04/2015		12/04/2015	1,402.88
		Vendor 1014 - Knox Company Totals					Invoices	1	<u>\$1,402.88</u>
Vendor 914 - Leonel Jimenez									
033	Fy 15/16-CS-Bounce House rental for 10/31/15 FHF	Paid by Check #6081		10/31/2015	12/04/2015	12/04/2015	11/30/2015	12/04/2015	100.00
		Vendor 914 - Leonel Jimenez Totals					Invoices	1	<u>\$100.00</u>
Vendor 89 - Liebert Cassidy Whitmore									
1412055	Professional Services	Paid by Check #6082		10/31/2015	12/04/2015	12/04/2015		12/04/2015	65.00
		Vendor 89 - Liebert Cassidy Whitmore Totals					Invoices	1	<u>\$65.00</u>
Vendor 642 - Louie Maldonado									
10122015 Train	Reimb - BATI Training lunch & Hobby Lobby (L.E. Summer Camp)	Paid by Check #6083		10/12/2015	12/04/2015	12/04/2015		12/04/2015	86.00
		Vendor 642 - Louie Maldonado Totals					Invoices	1	<u>\$86.00</u>
Vendor 160 - MidValley Publishing Inc.									
0293846-IN	Fy 15/16-CS/SE-Ad for Fall Harvest Fling	Paid by Check #6084		10/22/2015	12/04/2015	12/04/2015	11/30/2015	12/04/2015	375.00
0293993-IN	Professional Services	Paid by Check #6084		10/29/2015	12/04/2015	12/04/2015		12/04/2015	76.50
0293994-IN	Mid Valley Publishing Transit Center TI Bid	Paid by Check #6084		10/29/2015	12/04/2015	12/04/2015		12/04/2015	918.00
0293996-IN	Midvalley Housing Element commission	Paid by Check #6084		10/29/2015	12/04/2015	12/04/2015		12/04/2015	102.00
0293997-IN	Midvalley Pub. ADA trans meeting	Paid by Check #6084		10/29/2015	12/04/2015	12/04/2015		12/04/2015	127.50
0293998-IN	mid valley bid rest rooms gergory and roosevelt park	Paid by Check #6084		10/29/2015	12/04/2015	12/04/2015		12/04/2015	153.00
0012688 2015	Dues & Subscriptions	Paid by Check #6084		11/23/2015	12/04/2015	12/04/2015		12/04/2015	25.00
0012711 2015	Communications	Paid by Check #6084		11/23/2015	12/04/2015	12/04/2015		12/04/2015	25.00
		Vendor 160 - MidValley Publishing Inc. Totals					Invoices	8	<u>\$1,802.00</u>



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 646 - Blanca Montejano									
08312015	Train Lunch Reimb - TC School & PST's	Paid by Check #6085		08/31/2015	12/04/2015	12/04/2015		12/04/2015	109.87
							Vendor 646 - Blanca Montejano Totals		1
							Invoices		\$109.87
Vendor 22 - Moore Twining Associates Inc.									
5134407	Professional Services	Paid by Check #6086		11/04/2015	12/04/2015	12/04/2015		12/04/2015	63.00
5134408	Professional Services	Paid by Check #6086		11/04/2015	12/04/2015	12/04/2015		12/04/2015	45.00
5134409	Professional Services	Paid by Check #6086		11/04/2015	12/04/2015	12/04/2015		12/04/2015	131.00
5134429	Professional Services	Paid by Check #6086		11/05/2015	12/04/2015	12/04/2015		12/04/2015	65.00
							Vendor 22 - Moore Twining Associates Inc. Totals		4
							Invoices		\$304.00
Vendor 228 - Moss, Levy, and Hartzheim, LLP									
6344	F/Y 2015	Paid by Check #6087		10/31/2015	12/04/2015	12/04/2015		12/04/2015	15,000.00
							Vendor 228 - Moss, Levy, and Hartzheim, LLP Totals		1
							Invoices		\$15,000.00
Vendor 88 - Municipal Maintenance Equipment Inc.									
0105145-IN	New CNG Street Sweeper	Paid by Check #6088		10/21/2015	12/04/2015	12/04/2015		12/04/2015	294,685.82
							Vendor 88 - Municipal Maintenance Equipment Inc. Totals		1
							Invoices		\$294,685.82
Vendor 142 - Office Depot BSD									
799169531001	Credit Memo	Paid by Check #6089		10/16/2015	12/04/2015	12/04/2015		12/04/2015	(50.00)
805309418001	Fy 15/16-CS & Parks Office Supplies	Paid by Check #6089		11/10/2015	12/04/2015	12/04/2015	12/01/2015	12/04/2015	60.28
805313471001	Fy 15/16-Office Supplies credit on acct	Paid by Check #6089		11/16/2015	12/04/2015	12/04/2015	11/24/2015	12/04/2015	(15.21)
805314742001	Fy 15/16-CS-Office Supplies credit on acct	Paid by Check #6089		11/16/2015	12/04/2015	12/04/2015	11/24/2015	12/04/2015	(86.98)
806394934001	HR Office Supplies	Paid by Check #6089		11/16/2015	12/04/2015	12/04/2015		12/04/2015	166.99
806395106001	Planner	Paid by Check #6089		11/16/2015	12/04/2015	12/04/2015		12/04/2015	16.30
805309865001	Fy 15/16-Parks Office Supplies	Paid by Check #6089		11/18/2015	12/04/2015	12/04/2015	12/01/2015	12/04/2015	45.64
							Vendor 142 - Office Depot BSD Totals		7
							Invoices		\$137.02
Vendor 76 - Pacific Gas & Electric									
2848783828711/15	Utilities	Paid by Check #6091		11/06/2015	12/04/2015	12/04/2015		12/04/2015	9.73
6008559291711/15	DVC Bldg Electricity Nov. 2015	Paid by Check #6090		11/06/2015	12/04/2015	12/04/2015		12/04/2015	2,039.25
6021181187611/15	Utilities	Paid by Check #6092		11/06/2015	12/04/2015	12/04/2015		12/04/2015	1,242.28
6108251880611/15	Utilities	Paid by Check #6092		11/06/2015	12/04/2015	12/04/2015		12/04/2015	19.06
8607273249711/15	Utilities	Paid by Check #6092		11/06/2015	12/04/2015	12/04/2015		12/04/2015	20.22
6724721106211/15	Utilities	Paid by Check #6093		11/08/2015	12/04/2015	12/04/2015		12/04/2015	162.34
6766387770111/15	Utilities	Paid by Check #6093		11/08/2015	12/04/2015	12/04/2015		12/04/2015	116.39
1693144969411/15	Utilities	Paid by Check #6091		11/09/2015	12/04/2015	12/04/2015		12/04/2015	105.66
1834091213011/15	Utilities	Paid by Check #6093		11/09/2015	12/04/2015	12/04/2015		12/04/2015	10.32



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 76 - Pacific Gas & Electric									
3396308460411/15	Utilities	Paid by Check #6091		11/09/2015	12/04/2015	12/04/2015		12/04/2015	10.26
5167308560411/15	Utilities	Paid by Check #6093		11/09/2015	12/04/2015	12/04/2015		12/04/2015	81.49
8744095279111/15	Utilities	Paid by Check #6093		11/09/2015	12/04/2015	12/04/2015		12/04/2015	10.19
9459141832511/15	Utilities	Paid by Check #6092		11/09/2015	12/04/2015	12/04/2015		12/04/2015	10.21
1557710974511/15	Utilities	Paid by Check #6091		11/10/2015	12/04/2015	12/04/2015		12/04/2015	1,112.04
2946520700811/15	Utilities	Paid by Check #6091		11/10/2015	12/04/2015	12/04/2015		12/04/2015	100.63
5027356573411/15	Utilities	Paid by Check #6093		11/10/2015	12/04/2015	12/04/2015		12/04/2015	36.04
8319024072711/15	Utilities	Paid by Check #6092		11/10/2015	12/04/2015	12/04/2015		12/04/2015	295.74
8474719951511/15	Utilities	Paid by Check #6093		11/10/2015	12/04/2015	12/04/2015		12/04/2015	60.21
2201428348911/15	Utilities	Paid by Check #6091		11/12/2015	12/04/2015	12/04/2015		12/04/2015	77.71
3380779542311/15	Utilities	Paid by Check #6093		11/12/2015	12/04/2015	12/04/2015		12/04/2015	303.69
9548749847911/15	Utilities	Paid by Check #6093		11/13/2015	12/04/2015	12/04/2015		12/04/2015	60.55
4323390246911/15	Utilities	Paid by Check #6091		11/16/2015	12/04/2015	12/04/2015		12/04/2015	53.86
8543598174211/15	Utilities	Paid by Check #6092		11/16/2015	12/04/2015	12/04/2015		12/04/2015	218.69
9018373735311/15	Utilities	Paid by Check #6092		11/16/2015	12/04/2015	12/04/2015		12/04/2015	914.68
9179222553311/15	Utilities	Paid by Check #6093		11/16/2015	12/04/2015	12/04/2015		12/04/2015	844.02
9196176758811/15	Utilities	Paid by Check #6092		11/16/2015	12/04/2015	12/04/2015		12/04/2015	68.18
2383560942311/15	Utilities	Paid by Check #6090		11/18/2015	12/04/2015	12/04/2015		12/04/2015	73.06
Vendor 76 - Pacific Gas & Electric Totals						Invoices	27		\$8,056.50
Vendor 7 - Pena's Disposal Services									
October 2015	Contractual Oct. 2015	Paid by Check #6094		09/30/2015	12/04/2015	12/04/2015		12/04/2015	60,000.00
November 2015	Contractual Services Oct., Nov., Dec., 2015	Paid by Check #6094		10/30/2015	12/02/2015	12/02/2015		12/04/2015	60,000.00
219785	Fy 15/16-Parks-Vuich Park disposal service	Paid by Check #6094		11/23/2015	12/04/2015	12/04/2015	11/24/2015	12/04/2015	553.60
December 2015	Contractual Services Oct., Nov., Dec., 2015	Paid by Check #6094		11/30/2015	12/02/2015	12/04/2015		12/04/2015	60,000.00
Vendor 7 - Pena's Disposal Services Totals						Invoices	4		\$180,553.60
Vendor 250 - Public Safety Center									
5637518	Supplies	Paid by Check #6095		11/13/2015	12/04/2015	12/04/2015		12/04/2015	360.94
Vendor 250 - Public Safety Center Totals						Invoices	1		\$360.94
Vendor 29 - Quad Knopf Inc.									
82597	Quad - GIS 9/27 - 10/24/2015	Paid by Check #6096		11/04/2015	12/04/2015	12/04/2015		12/04/2015	230.77
82594	quad General On-Call Planning	Paid by Check #6096		11/09/2015	12/04/2015	12/04/2015		12/04/2015	232.80
Vendor 29 - Quad Knopf Inc. Totals						Invoices	2		\$463.57
Vendor 532 - React Medical Training									
581	Replacement Card	Paid by Check #6097		10/01/2015	12/04/2015	12/04/2015		12/04/2015	10.00



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 532 - React Medical Training 600	Cards	Paid by Check #6097		11/01/2015	12/04/2015	12/04/2015		12/04/2015	260.00
		Vendor 532 - React Medical Training Totals				Invoices	2		<u>\$270.00</u>
Vendor 349 - RES COM Pest Control 1383002	Professional Services	Paid by Check #6098		11/13/2015	12/04/2015	12/04/2015		12/04/2015	40.00
		Vendor 349 - RES COM Pest Control Totals				Invoices	1		<u>\$40.00</u>
Vendor 905 - Robina Wright Architect & Associates 231	Miscellaneous	Paid by Check #6099		11/13/2015	12/04/2015	12/04/2015		12/04/2015	600.00
		Vendor 905 - Robina Wright Architect & Associates Totals				Invoices	1		<u>\$600.00</u>
Vendor 1003 - Rose Sing and Associates, Inc. 1071-02	Rose Sing & Assoc. Roosevelt Ltng Design	Paid by Check #6100		10/30/2015	12/04/2015	12/04/2015		12/04/2015	2,000.00
		Vendor 1003 - Rose Sing and Associates, Inc. Totals				Invoices	1		<u>\$2,000.00</u>
Vendor 800 - San Joaquin Valley Railroad Co. 110541	SJVR G & W	Paid by Check #6101		11/04/2015	12/04/2015	12/04/2015		12/04/2015	613.10
		Vendor 800 - San Joaquin Valley Railroad Co. Totals				Invoices	1		<u>\$613.10</u>
Vendor 46 - Self Help Enterprises OCT15 001	DINHMPI	Paid by Check #6102		10/31/2015	12/04/2015	12/04/2015		12/04/2015	322.00
OCT15 011	12-HOME-8566 October 2015 Billing harges	Paid by Check #6102		10/31/2015	12/04/2015	12/04/2015		12/04/2015	565.00
OCT15 012	12-CDBG-8382 October 2015 Billing Charges	Paid by Check #6102		10/31/2015	12/04/2015	12/04/2015		12/04/2015	342.00
OCT15 015	13-HDRA-9691	Paid by Check #6102		10/31/2015	12/04/2015	12/04/2015		12/04/2015	618.00
OCT15 018	12-CALHOME-8687 October 2015 Billing Charges	Paid by Check #6102		10/31/2015	12/04/2015	12/04/2015		12/04/2015	690.00
		Vendor 46 - Self Help Enterprises Totals				Invoices	5		<u>\$2,537.00</u>
Vendor 212 - SimplexGrinnell LP 81924928	Professional Services	Paid by Check #6103		11/12/2015	12/04/2015	12/04/2015		12/04/2015	524.00
		Vendor 212 - SimplexGrinnell LP Totals				Invoices	1		<u>\$524.00</u>
Vendor 397 - Stantec Consulting Services, Inc. 977757	Stantec - PDR WWRF Phase II	Paid by Check #6104		11/13/2015	12/04/2015	12/04/2015		12/04/2015	3,556.00
		Vendor 397 - Stantec Consulting Services, Inc. Totals				Invoices	1		<u>\$3,556.00</u>
Vendor 742 - Staples Credit Plan 2193654 11152015	Supplies	Paid by Check #6105		11/15/2015	12/04/2015	12/04/2015		12/04/2015	871.51
		Vendor 742 - Staples Credit Plan Totals				Invoices	1		<u>\$871.51</u>



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 121 - State of California									
9498	Loan 012-09-ECE-ARRA	Paid by Check #6106		11/05/2015	12/04/2015	12/04/2015			42,594.72
		Vendor 121 - State of California Totals					Invoices	1	<u>\$42,594.72</u>
Vendor 214 - Stericycle, Inc.									
3003228195	Supplies	Paid by Check #6107		12/01/2015	12/04/2015	12/04/2015		12/04/2015	110.19
		Vendor 214 - Stericycle, Inc. Totals					Invoices	1	<u>\$110.19</u>
Vendor 163 - TAG/AMS Inc.									
2695527	Professional Services	Paid by Check #6108		11/12/2015	12/04/2015	12/04/2015		12/04/2015	378.00
		Vendor 163 - TAG/AMS Inc. Totals					Invoices	1	<u>\$378.00</u>
Vendor 189 - Terminix International									
329961 2016	Building Maintenance & Supplies	Paid by Check #6109		12/03/2015	12/04/2015	12/04/2015		12/04/2015	499.00
		Vendor 189 - Terminix International Totals					Invoices	1	<u>\$499.00</u>
Vendor 846 - Thomson Reuters - West									
894501 12/2/15	Subscriber #894501	Paid by Check #6110		12/02/2015	12/04/2015	12/04/2015		12/04/2015	145.00
		Vendor 846 - Thomson Reuters - West Totals					Invoices	1	<u>\$145.00</u>
Vendor 426 - Tioga Solar									
SLB-878	Solar Production for October	Paid by Check #6111		10/31/2015	12/04/2015	12/04/2015		12/04/2015	17,498.76
		Vendor 426 - Tioga Solar Totals					Invoices	1	<u>\$17,498.76</u>
Vendor 717 - TMI Research Services									
CD15-08-31	Professional Services	Paid by Check #6112		08/31/2015	12/04/2015	12/04/2015		12/04/2015	225.00
		Vendor 717 - TMI Research Services Totals					Invoices	1	<u>\$225.00</u>
Vendor 49 - Tulare County									
13589	Supplies	Paid by Check #6113		05/01/2015	12/04/2015	12/04/2015		12/04/2015	2,106.00
13774	Engraved Metal Plates (3)	Paid by Check #6113		07/09/2015	08/09/2015	07/17/2015		12/04/2015	16.20
13774 (Re-enter)	Engraved Metal Plates (3)	Paid by Check #6113		07/09/2015	12/04/2015	12/04/2015		12/04/2015	16.20
014171002000 15	Property Tax Bill (w/Ltr Tax Exempt)	Paid by Check #6114		10/28/2015	12/04/2015	12/04/2015		12/04/2015	362.02
16-035	Installation of radio and Code 3 equipment in new Explorer	Paid by Check #6115		11/04/2015	12/04/2015	12/04/2015		12/04/2015	4,458.82
14023	Supplies	Paid by Check #6113		11/06/2015	12/04/2015	12/04/2015		12/04/2015	207.36
		Vendor 49 - Tulare County Totals					Invoices	6	<u>\$7,166.60</u>
Vendor 729 - Tulare Regional Medical Center									
88991989 103115	Professional Services	Paid by Check #6116		11/01/2015	12/04/2015	12/04/2015		12/04/2015	789.00
		Vendor 729 - Tulare Regional Medical Center Totals					Invoices	1	<u>\$789.00</u>



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 440 - Tyco Intergrated Securitiy									
25387160	DVC Alarm monitoring 12/01/2015 - 2/29/2016	Paid by Check #6117		11/07/2015	12/04/2015	12/04/2015		12/04/2015	610.97
Vendor 440 - Tyco Intergrated Securitiy Totals							Invoices	1	\$610.97
Vendor 51 - Urban Futures Inc.									
1115-014	Professional Services	Paid by Check #6118		11/16/2015	12/04/2015	12/04/2015		12/04/2015	1,188.09
Vendor 51 - Urban Futures Inc. Totals							Invoices	1	\$1,188.09
Vendor 273 - US Bank									
4114724	Miscellaneous	Paid by Check #6120		10/23/2015	12/04/2015	12/04/2015		12/04/2015	2,390.00
4115159	Miscellaneous	Paid by Check #6121		10/23/2015	12/04/2015	12/04/2015		12/04/2015	2,090.00
4115161	Miscellaneous	Paid by Check #6122		10/23/2015	12/04/2015	12/04/2015		12/04/2015	2,140.00
4117432	Miscellaneous	Paid by Check #6123		10/23/2015	12/04/2015	12/04/2015		12/04/2015	1,800.00
292649407	December 2015	Paid by Check #6119		11/25/2015	12/04/2015	12/04/2015		12/04/2015	264.49
Vendor 273 - US Bank Totals							Invoices	5	\$8,684.49
Vendor 154 - USA Bluebook									
795909	Supplies	Paid by Check #6124		11/05/2015	12/04/2015	12/04/2015		12/04/2015	241.41
Vendor 154 - USA Bluebook Totals							Invoices	1	\$241.41
Vendor 359 - Valero Marketing & Supply Company									
71077192 110915	Fuel	Paid by Check #6125		11/09/2015	12/04/2015	12/04/2015		12/04/2015	6,065.49
Vendor 359 - Valero Marketing & Supply Company Totals							Invoices	1	\$6,065.49
Vendor 129 - Valley Industrial & Family Medical Group									
290840	Professional Services	Paid by Check #6126		11/19/2015	12/04/2015	12/04/2015		12/04/2015	100.00
Vendor 129 - Valley Industrial & Family Medical Group Totals							Invoices	1	\$100.00
Vendor 354 - Verizon Wireless									
9755202410	Telephone	Paid by Check #6127		11/07/2015	12/04/2015	12/04/2015		12/04/2015	223.83
9755541396	November 2015	Paid by Check #6128		11/12/2015	12/04/2015	12/04/2015		12/04/2015	190.25
Vendor 354 - Verizon Wireless Totals							Invoices	2	\$414.08
Vendor 27 - The Visalia Times-Delta									
TD1126859 11/30	Dues & Subscriptions	Paid by Check #6129		12/01/2015	12/04/2015	12/04/2015		12/04/2015	15.50
Vendor 27 - The Visalia Times-Delta Totals							Invoices	1	\$15.50
Vendor 104 - Vision Service Plan									
December 2015	12 003055 0002	Paid by Check #6130		11/19/2015	12/04/2015	12/04/2015		12/04/2015	3,284.82
Vendor 104 - Vision Service Plan Totals							Invoices	1	\$3,284.82



Accounts Payable Invoice Report

Payment Date Range 11/29/15 - 12/05/15
 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 14 - W & E Electric									
1510005	Repairs/Maintenance	Paid by Check #6131		10/02/2015	12/04/2015	12/04/2015		12/04/2015	97.31
1510071	Repairs/Maintenance	Paid by Check #6131		10/13/2015	12/04/2015	12/04/2015		12/04/2015	483.42
Vendor 14 - W & E Electric Totals							Invoices	2	\$580.73
Vendor 549 - Wal-Mart									
2443 11/09/15	Supplies	Paid by Check #6132		11/09/2015	12/04/2015	12/04/2015		12/04/2015	400.87
2450 11/16/15	Supplies	Paid by Check #6133		11/16/2015	12/04/2015	12/04/2015		12/04/2015	327.35
Vendor 549 - Wal-Mart Totals							Invoices	2	\$728.22
Vendor 347 - Zoll Data Systems									
9020769	Rescuenet 12/15-3/14/16	Paid by Check #6134		11/15/2015	12/04/2015	12/04/2015		12/04/2015	482.50
Vendor 347 - Zoll Data Systems Totals							Invoices	1	\$482.50
Vendor 209 - Zweigle Septic Service									
27207	Fy 15/16-Parks-Portable toilet rental/clng service	Paid by Check #6135		11/30/2015	12/04/2015	12/04/2015	11/30/2015	12/04/2015	790.00
Vendor 209 - Zweigle Septic Service Totals							Invoices	1	\$790.00
Vendor SYLVIA LOPEZ									
41881	Miscellaneous	Paid by Check #6136		11/23/2015	12/04/2015	12/04/2015		12/04/2015	1,048.00
Vendor SYLVIA LOPEZ Totals							Invoices	1	\$1,048.00
Vendor Veronica Orozco									
Reimb reg fees	Fy 15/16-Reimb for basketball reg fee-Seth Garcia	Paid by Check #6137		11/25/2015	12/04/2015	12/04/2015	11/30/2015	12/04/2015	39.00
Vendor Veronica Orozco Totals							Invoices	1	\$39.00
Grand Totals							Invoices	291	\$745,521.88



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1

VICE-MAYOR MAYOR
Scott Harness, Dist. 3

DEPARTMENT: CITY MANAGER

COUNCIL MEMBER
Maribel Reynosa, Dist. 2

COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING
DATE: DECEMBER 8, 2015

To: Mayor and City Council
From: Luis Patlan, City Manager
Cass Cook, Finance Director
Subject: Approval of Operating Covenant Agreement between the City of Dinuba and BestBuy.com

RECOMMENDATION

Council approve Operating Covenant Agreement with BestBuy.com to ensure the City continues to receive sales tax from Internet sales at BestBuy.com and authorize the Mayor to execute the agreement.

EXECUTIVE SUMMARY

The City of Dinuba has experienced fluctuations in local sales tax revenues from Internet sales, particularly from BestBuy.com. For example, in 2013 revenues from internet sales peaked at \$2.4 million and dropped to about \$1.7 million in 2014. To ensure the sales tax revenues from Best Buy Internet sales continue and to increase those revenues, the City wish to enter into an Operating Covenant Agreement with BestBuy.com that will designate the City as a “point of sale” for all taxable sales at the Distribution Center and Warehouse located in Dinuba.

OUTSTANDING ISSUES

None.

DISCUSSION

The BestBuy distribution center has been located in the City since 1998 and is the City’s fifth largest employer in terms of number of employees. BestBuy distribution employees approximately 285 part and full time employees. The City has received sales tax revenue due to sales at BestBuy.com since 2009.

The purpose of the agreement between the City of Dinuba and BestBuy.com is to ensure the City continues to receive sales tax from Internet sales at BestBuy.com and grow the revenue to include additional revenue streams related to Internet sales at BestBuy.com. The City provides ongoing and utilities as well as police, fire and other services to BestBuy distribution. Securing Internet based sales tax from BestBuy.com will help the City continue to provide these core services to the business.

Per the terms of the agreement, the City will continue to receive sales tax due to Internet sales at BestBuy.com for the next 40 years. It is anticipated that the City will receive approximately \$1,900,000 annually for the first four years of the agreement. Growth in the revenue is anticipated over the remaining years of the agreement. A copy of the Agreement is enclosed herein as Attachment 'A'.

In summary, the payment obligation is calculated based on BestBuy.com, LLC's total sale tax revenue. For the first computation year, the City will retain all of the BestBuy.com sales tax revenue for each quarter until the BestBuy.com sales tax revenue exceeds \$1,900,000. After the BestBuy.com sales tax revenue exceeds \$1,900,000 for the first computation year, BestBuy.com shall receive the incremental BestBuy.com sales tax revenue up to \$1,554,545. Once the total BestBuy.com sales tax revenue exceeds \$3,454,545, BestBuy.com shall receive payment equal to 45% of all BestBuy.com sales tax revenue above \$3,454,545.

For the three years following the initial computation year, the City shall receive payment equal to 55% of all BestBuy.com sales tax revenue, however, if the total amount of BestBuy.com sales tax revenue in any of the three years is less than \$1,900,000, than BestBuy.com will offset payment amounts in the subsequent quarters as necessary to provide the City with \$1,900,000 in total BestBuy.com Sales tax revenue for those 3 years.

For the fourth computation year and the remaining years of the agreement, the City will receive payments of 55% of the BestBuy.com sales tax revenues.

FISCAL IMPACT

The City of Dinuba currently receives approximately \$1.7 million in sales tax from internet sales. The loss of this revenue would significantly impact the General Fund including Measure F funds. The City needs to secure this revenue in order to maintain and expand the level of service to the community. The Agreement will ensure the City continues to receive Internet sale tax and grow sales tax revenues over the term of the agreement.

PUBLIC HEARING

A public hearing notice was published in the Visalia-Times Delta.

Attachments:

A. Operating Covenant Agreement

Attachment 'A'

OPERATING COVENANT AGREEMENT

between

**THE CITY OF DINUBA,
a California municipal corporation,**

and

**BestBuy.com, LLC
a Virginia LLC**

December 8, 2015

RECITALS

WHEREAS, BestBuy.com, LLC (“Best Buy”) is a retailer of consumer electronic products, which distributes products throughout the United States and Puerto Rico from a distribution center and warehouse within the City of Dinuba (“City”); and

WHEREAS, the terms provided in this Agreement are intended to ensure that Best Buy, directly, or through its affiliates, continues to operate a warehouse and regional distribution center, within the City for not less than 40 years so long as continued operation is commercially reasonable for Best Buy; and

WHEREAS, entering into this Agreement will ensure that the City continues to generate substantial revenue, as a result of Best Buy adding and/or retaining approximately 285 temporary and permanent jobs, as well as continuing to maintain and expand, directly, or through its affiliates, a regional distribution center and warehouse space in the City, so long as continued and expanded operations are commercially reasonable for Best Buy.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Best Buy agree as follows:

ARTICLE 1. EFFECTIVE DATE; PARTIES; DEFINITIONS

1.1 Effective Date of Covenant Agreement. This Operating Covenant Agreement (“Covenant Agreement”) is dated November 4, 2015, for reference purposes only. This Covenant Agreement will not become effective until the date (“Effective Date”) on which all of the following are true:

1.1.1 This Covenant Agreement has been approved and executed by the appropriate authorities of Best Buy, and delivered to the City;

1.1.2 Following all legally required notices and hearings, this Covenant Agreement has been approved by the City Council;

1.1.3 This Covenant Agreement has been executed by the appropriate authorities of the City and delivered to Best Buy; and

If all of the foregoing conditions precedent have not been satisfied, then this Covenant Agreement may not thereafter become effective and any prior signatures and approvals of the Parties will be deemed void and of no force or effect.

1.2 Parties to Covenant Agreement.

1.2.1 The City. The address of the City is 405 E. El Monte Way, Dinuba, CA 93618 Attention: Luis Patlan, City Manager; telephone (559)591-5900; email

Lpatlan@dinuba.ca.gov; with copies to Daniel T. McCloskey, Tuttle & McCloskey, 750 East Bullard Avenue, Suite 101, Fresno, CA 93710; telephone (559)437-1770 business, -0150 fax; email danm@t-m-law.com.

The City represents and warrants to Best Buy that, to the City's actual current knowledge:

(a) The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the laws of the State of California;

(b) The City has taken all actions required by law to approve the execution of this Covenant Agreement;

(c) The City's entry into this Covenant Agreement and/or the performance of the City's obligations under this Covenant Agreement does not violate any contract, agreement or other legal obligation of the City;

(d) The City's entry into this Covenant Agreement and/or the performance of the City's obligations under this Covenant Agreement does not constitute a violation of any state or federal statute, city ordinance or judicial decision to which the City is subject;

(e) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the City's obligations under this Covenant Agreement;

(f) The City has the legal right, power and authority to enter into this Covenant Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Covenant Agreement has been duly authorized and no other action by the City is requisite to the valid and binding execution, delivery and performance of this Covenant Agreement, except as otherwise expressly set forth herein; and

(g) The individual executing this Covenant Agreement is authorized to execute this Covenant Agreement on behalf of the City.

The representations and warranties set forth above are material consideration to Best Buy and the City acknowledges that Best Buy is relying upon the representations set forth above in undertaking Best Buy's obligations set forth in this Covenant Agreement.

As used in this Covenant Agreement, the term "City's actual current knowledge" shall mean, and shall include, the actual current knowledge of the City Manager as of the Effective Date, with the assumption that the City Manager has

undertaken independent inquiry and investigation for the purpose of making such representation or warranty.

All of the terms, covenants and conditions of this Covenant Agreement shall be binding on and shall inure to the benefit of the City and its nominees, successors and assigns.

1.2.2 Best Buy. The address of Best Buy for purposes of this Covenant Agreement is 777 Monte Vista Drive, Dinuba, CA 93618.

Best Buy represents and warrants to the City that, to its actual current knowledge:

(a) Best Buy is a duly formed limited liability company, qualified and in good standing to do business under the laws of the State of California;

(b) The individual(s) executing this Covenant Agreement is/are authorized to execute this Covenant Agreement on behalf of Best Buy;

(c) Best Buy has taken all actions required by law to approve the execution of this Covenant Agreement;

(d) Best Buy's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not violate any contract, agreement or other legal obligation of Best Buy;

(e) Best Buy's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not constitute a violation of any state or federal statute or judicial decision to which Best Buy is subject;

(f) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Best Buy's obligations under this Covenant Agreement;

(g) Best Buy has the legal right, power and authority to enter into this Covenant Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Covenant Agreement have been duly authorized and no other action by Best Buy is requisite to the valid and binding execution, delivery and performance of this Covenant Agreement, except as otherwise expressly set forth herein; and

(h) Best Buy and its managerial personnel possess sufficient experience and qualifications necessary to conduct Best Buy's Sales Activities (hereinafter defined) as required by this Covenant Agreement.

The representations and warranties set forth herein are material consideration to the City and Best Buy acknowledges that the City is relying upon the representations set forth above in undertaking the City's obligations set forth above.

As used in this Covenant Agreement, the term "actual current knowledge of Best Buy" shall mean, and shall be limited to, the actual current knowledge of Best Buy Enterprise Services, Inc., Vice President of Finance and Tax, as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

All of the terms, covenants and conditions of this Covenant Agreement shall be binding on and shall inure to the benefit of Best Buy and its permitted nominees, successors and assigns. Wherever the term "Best Buy" is used herein, such term shall include any permitted nominee, assignee or successor of Best Buy.

The qualifications and identity of Best Buy are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Covenant Agreement with Best Buy. Any successor-in-interest of Best Buy shall acquire rights and powers under this Covenant Agreement except as expressly set forth herein.

1.2.3 The City and Best Buy are sometimes individually referred to as "Party" and collectively as "Parties."

1.3 Definitions.

1.3.1 "Best Buy" means and refers to BestBuy.com, LLC, a Virginia limited liability company, and its successors and assigns, and any subsidiary, parent, or affiliate conducting BestBuy.com Sales Activities within the Property or City. The terms "subsidiary," "parent" or "affiliate" for purposes of this Section 1.3.1 means any entity which is controlled by, controls, or is under common control with BestBuy.com, LLC,

1.3.2 "Best Buy's Sales Activities" means the commercially reasonable business practices and activities associated with the sale and shipment of Best Buy's products. "Best Buy's Sales Activities" also include any of the above-described activities which are conducted by an affiliate, parent or subsidiary of Best Buy.

1.3.3 "City" means the City of Dinuba, a California municipal corporation, and any nominee, assignee of, or successor to, its rights, powers and responsibilities.

1.3.4 "Computation Quarter" means each calendar quarter beginning on January 1, April 1, July 1, or October 1, as applicable, and ending on the succeeding March 31, June 30, September 30, or December 31, as applicable. The first Computation Quarter within the Eligibility Period shall commence on January 1, 2016 and end March 31, 2016 and is referred to herein as "Prorated Computation Quarter 1," with each succeeding Computation

Quarter within the Eligibility Period being consecutively numbered, concluding with Computation Quarter 160.

1.3.5 “Covenant Payment(s)” means those contingent payments to be made by the City to Best Buy pursuant to Section 3.2 of this Covenant Agreement in consideration of the Covenants and Best Buy’s timely and faithful performance thereunder.

1.3.6 “Covenant Term” means, a period of no less than forty (40) years following the Effective Date (unless terminated sooner pursuant to specific provisions of this Covenant Agreement).

1.3.7 “Covenants” means those five (5) covenants described in Section 3.1 herein.

1.3.8 “Distribution Center and Warehouse” means that certain Best Buy corporate sales/administrative office and fulfillment/distribution center operated on the Property by Best Buy. For purposes of clarification, the Distribution Center and Warehouse shall primarily serve as a warehouse but may include all ancillary uses in support of Best Buy’s warehousing of consumer products for distribution and sales including, but not limited to, office and administrative uses.

1.3.9 “Eligibility Period” means the period commencing as of the first (1st) day of Prorated Computation Quarter 1 and ending the last day of Computation Quarter 160 (i.e., December 31, 2055).

1.3.10 “Penalty Assessments” means and refers to penalties, assessments, collection costs and other costs, fees or charges resulting from late or underpaid payments of Sales Tax and which are levied, assessed or otherwise collected from Best Buy.

1.3.11 “Property” means that certain real property located at 777 Monte Vista Drive, Dinuba, CA 93618, or any other property within the City of Dinuba to which Best Buy may elect to relocate the Distribution Center and Warehouse during the term of this Covenant Agreement.

1.3.12 “Sales Tax” means and refers to all sales and use taxes, levied under the authority of the Sales Tax Law, attributable to the Distribution Center and Warehouse and Best Buy’s Sales Activities, excluding that which is to be refunded to Best Buy because of an overpayment of such tax.

1.3.13 “Sales Tax Law” means and refers to: (a) California Revenue and Taxation Code Section 7200 et seq., and any successor law thereto; (b) any legislation allowing City or other public agency with jurisdiction in the City to levy any form of local Sales Tax on the operations of Best Buy; and (c) regulations of the California State Board of Equalization (“BOE”) and other binding rulings and interpretations relating to (a) and (b) of this Section 1.3.13.

1.3.14 “Sales Tax Revenues” means the net Sales Tax actually received by the City from the BOE pursuant to the application of the Sales Tax Law (as such statutes may hereafter be amended, substituted, replaced, re-numbered, moved or modified by any successor law) in a particular Computation Quarter. Sales Tax Revenues shall not include: (i) Penalty Assessments; (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of Tulare, or a district or any entity (including an allocation to a statewide or countywide pool); (iii) any administrative fee charged by the BOE; (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except City’s) law, rule or regulation; (v) any Sales Tax attributable to any transaction not consummated within the Eligibility Period; or (vi) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City’s general fund.

ARTICLE 2. ADDITIONAL RECITALS

2.1 The previously stated Recitals are incorporated herein and made a part hereof as though fully set forth.

2.2 The City has determined that the long-term operation of the Distribution Center and Warehouse will result in substantial benefits to the City, and its citizens including, without limitation, the retention of a significant numbers of employment opportunities, property tax revenues, sales tax revenues and other ancillary benefits. Accordingly, the City has also determined that its entry into this Covenant Agreement and its purchase of the Covenants serve a significant public purpose, while providing only incidental benefits to a private party.

2.3 The Parties acknowledge and agree that this Agreement can be terminate by either party at any time, and the Parties herein will be relieved of their obligations and rights set forth herein if the Parties do not receive a ruling from the California Board of Equalization, deemed favorable by Best Buy, confirming the Sales Tax definition set forth herein or if Best Buy fails to implement required operational changes, by June 30, 2016.

ARTICLE 3. COVENANTS RUNNING WITH THE LAND; COVENANT PAYMENTS; REMEDIES FOR BREACH.

3.1 Covenants Running with the Land.

3.1.1 Operating and Use Covenant. Best Buy covenants and agrees that for the Covenant Term Best Buy shall operate, or cause to be operated upon the Property, the Distribution Center and Warehouse in a commercially reasonable business manner, consistent with all applicable provisions of federal, state and local laws and regulations. Best Buy will operate its business in a commercially reasonable and prudent manner, with the objective of generating revenues. Best Buy’s obligations pursuant to the immediately preceding sentence include, without limitation, the obligation to obtain all federal, state and local licenses and

permits required for the operation of the business and to advertise, market and promote the business in a commercially reasonable fashion.

3.1.2 Covenant to Designate City as Point of Sale. Best Buy covenants and agrees that, for the Covenant Term, Best Buy shall maintain such licenses and permits as may be required by any governmental agency to conduct Best Buy's Sales Activities related to the Distribution Center and Warehouse. Except as otherwise provided by applicable Law, Best Buy shall use commercially reasonable efforts to designate City as a "point of sale" and consummate at the Distribution Center and Warehouse all Taxable Dinuba Sales. Best Buy shall identify the City as such in its reports to the BOE in accordance with the Bradley-Burns Uniform Local Sales and Use Tax Law (Revenue and Taxation Code 7200, et seq.), as it may be amended or substituted. Best Buy shall use commercially reasonable efforts to fulfill product sales to California residents from the Distribution Center and Warehouse. Best Buy shall consummate all Taxable Dinuba Sales transactions for Best Buy's Sales Activities at the Distribution Center and Warehouse, consistent with all applicable statutory and BOE regulatory requirements applicable to Best Buy's Sales Activities and the designation of the City as the "point of sale" for all such Taxable Dinuba Sales.

3.1.3 Best Buy's Additional Obligations Regarding Repairs and Alterations to Distribution Center and Warehouse. Best Buy covenants and agrees that, for the term of the Operating and Use Covenant as described in Section 3.1.1, Best Buy shall maintain, or cause to be maintained, the Distribution Center and Warehouse in good condition, ordinary wear and tear excepted, and free from the accumulation of trash or other debris and agrees to promptly remove, or cause the removal of, all graffiti upon the Distribution Center and Warehouse. Best Buy shall also maintain or cause to be maintained the landscaping upon the Property in a good condition.

3.1.4 Covenant Against Solicitation and Acceptance of Economic Incentives During the Term of the Operating Use Covenant. Best Buy covenants and agrees that, for the Covenant Term, Best Buy will not directly or indirectly solicit or accept any "Financial Assistance" from any other public or private person or entity, if such Financial Assistance is given for the purpose of causing or would result in either Best Buy's breach of any of the Covenants. For purposes of this Section 3.1.4 the term "Financial Assistance" means any direct or indirect payment, subsidy, rebate, or other similar or dissimilar monetary or non-monetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, public financings, property or sales tax relief, rebates, exemptions or credits, relief from public improvement obligations, and payment for public improvements to or for the benefit of Best Buy.

3.1.5 Use of Property. Best Buy covenants and agrees that the Property shall be put to no use other than those uses specified in the City's General Plan, the Specific Plan, zoning ordinances, and this Covenant Agreement as the same may be amended from time to time by agreement of the Parties. Nothing in this Section 3.1.5 shall limit, expand, modify or otherwise affect any right of Best Buy to continue any legal nonconforming use upon the Property following changes in the City's General Plan or zoning ordinances.

3.2 Covenant Payments.

3.2.1 Statement of Intent. The City's obligations under this Section 3.2 are contingent on a Computation Quarter-to-Quarter basis and, for each Computation Quarter (hereinafter described), City's obligations to make any payments hereunder are expressly contingent upon Best Buy having, for the entirety of such Computation Quarter, completely fulfilled its material obligations under this Covenant Agreement, including, without limitation, the Covenants. The Parties hereto each acknowledge and agree that the intent of each such Party is that any payment made pursuant to Sections 3.2.2 shall not be a rebate, refund or abatement of the taxes payable by Best Buy. Any reference to percentage of Sales Tax Revenues is for purposes of calculation and not a commitment of a specific revenue source.

3.2.2 Covenant Payment Amount.

The following definitions apply to this Section 3.2.2:

First Computation Year means Computation Quarters 1 through 4;

Second Computation Year means Computation Quarters 5 through 8;

Third Computation Year means Computation Quarters 9 through 12; and

Fourth Computation Year means Computation Quarters 13 through 16.

Floor Years means the Second Computation, Third Computation and Fourth Computation Years collectively.

BBY Sales Tax Revenues means, Sales Tax Revenue attributable to Best Buy's Sales Activities.

The consideration to be paid to Best Buy in exchange for the Covenants and Best Buy's performance of its obligations set forth in this Covenant Agreement, and subject to satisfaction of all conditions precedent thereto, shall consist of City's payment to Best Buy for each Computation Quarter during the Eligibility Period that the City receives Sales Tax Revenue, of the following amounts:

(a) For the First Computation Year, the City shall retain all of the BBY Sales Tax Revenue for each quarter until the BBY Sales Tax Revenue exceeds \$1,900,000. After the BBY Sales Tax Revenue for the First Computation Year exceeds \$1,900,000, Best Buy shall receive the incremental BBY Sales Tax Revenue up to \$1,554,545 in Covenant Payments. Once the total BBY Sales Tax Revenue exceeds \$3,454,545, Best Buy shall receive Covenant Payment equal to 45% of all BBY Sales Tax Revenue above \$3,454,545.

(b) For the Floor Years, Best Buy shall receive Covenant Payments equal to 45% of all BBY Sales Tax Revenue, however, if the total amount of BBY Sales Tax Revenue in any of the

Floor Years is less than \$1,900,000, then Best Buy and the City agree to offset Covenant Payment Amounts in the subsequent Computation Quarter(s) as necessary to provide the City with \$1,900,000 in total BBY Sales Tax Revenue in each Floor Year.

(c) For Computation Quarters 17 through 160, Best Buy shall receive the Covenant Payments of 45% of the BBY Sales Tax Revenues.

3.2.3 Computation Quarter Covenant Payments. Within thirty (30) days following the end of each Computation Quarter, Best Buy shall submit to the City copies of its quarterly reports submitted to the California State BOE which sets forth the amount of sales taxes paid to the BOE during the Computation Quarter arising from Best Buy's Sales Activities. Within one hundred twenty (120) days following the end of each Computation Quarter, City shall pay to Best Buy any Covenant Payment due for such Computation Quarter.

3.2.4 No Carry Forward or Back. The determination of the Covenant Payment(s) shall be determined and calculated on a Computation Quarter to Computation Quarter basis. Except as provided in Section 3.2.4, no Sales Tax Revenue which is generated in a Computation Quarter other than the Computation Quarter for which the Covenant Payment is being determined shall be used or considered in the calculation of any Covenant Payment which may be due for that Computation Quarter.

3.2.5 BOE Determination of Improperly Allocated Local Sales Tax Revenues. If, at any time during or after the Eligibility Period of this Covenant Agreement, the BOE determines that all or any portion of the Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if the BOE requires repayment of, offsets against future sales tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Sales Tax Revenues, then Best Buy shall, within sixty (60) calendar days after written demand from the City (including proof of their repayment obligation), repay all Covenant Payments (or applicable portions thereof) theretofore paid to Best Buy which are attributable to such repaid, offset or recaptured Sales Tax Revenues. If Best Buy fails to make such repayment within sixty (60) calendar days after the City's written demand, then Best Buy shall be in breach of this Covenant Agreement and such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. Additionally, the City may deduct any amount required to be repaid by Best Buy under this Section 3.2.5 from any future Covenant Payments otherwise payable to Best Buy under this Covenant Agreement. This Section 3.2.5 shall survive the expiration or termination of this Covenant Agreement. The City will, within five (5) business days, contact Best Buy regarding any communication from the BOE pertaining to tax allocations associated with Best Buy's business. The City and Best Buy agree that, should the BOE question the correctness of the allocation or otherwise determine that there has been an improper allocation to the City, the City will engage legal counsel to use his or her best efforts to defend such allocation in all BOE administrative proceedings. Any cost or expense associated with such efforts will be borne by Best Buy and the City in proportion to the percentage in Section 3.2.2. For purposes of this paragraph, administrative proceedings include all BOE meetings, conferences and appeals

before BOE. Best Buy shall reasonably cooperate with the City and its attorney. Additionally, Best Buy shall have the right, but not the obligation, to participate in any such administrative proceedings and may engage its own legal counsel or consultant, at its own cost.

3.2.6 Not a Pledge of Sales Tax. Best Buy acknowledges that the City is not making a pledge of Sales Tax Revenues, or any other particular source of funds; the definition of Sales Tax Revenues, as used herein, is used merely as a measure of the amount of payments due hereunder and as means of computing the City's payment in consideration for the Covenants. It is acknowledged by Best Buy that, the City's obligation to make payments is specifically contingent upon receipt by the City of the Sales Tax Revenues derived from Best Buy's Sales Activities.

3.3 Default.

3.3.1 Best Buy Default. City shall provide Best Buy with written notice of Best Buy's failure ("Best Buy Default") to strictly abide by any material provision of this Covenant Agreement, including, without limitation, the Covenants. Best Buy shall have thirty (30) days from the date of such notice to either cure such Best Buy Default, or, if such Best Buy Default cannot be reasonably cured during such thirty (30) day period, to commence to cure within said thirty (30) day period and diligently prosecute such cure to completion thereafter.

3.3.2 City Default. Best Buy shall provide City with written notice of City's failure ("City Default") to strictly abide by any material provision of this Covenant Agreement. City shall have thirty (30) days from the date of such notice to either cure such City Default, or, if such City Default cannot be reasonably cured during such thirty (30) day period, to commence to cure within said thirty (30) day period and diligently prosecute such cure to completion thereafter

3.4 General Remedies for Default. Upon either a City or an Best Buy Default (as defined in Section 3.3), Best Buy or City (as applicable) shall have the right to seek all available legal and equitable remedies, including, without implied limitation, general and consequential damages, unless otherwise expressly provided to the contrary herein. Unless prohibited by law or otherwise provided by a specific term of this Covenant Agreement, the rights and remedies of the City and Best Buy under this Covenant Agreement are nonexclusive and all remedies hereunder may be exercised individually or cumulatively, and the City may simultaneously pursue inconsistent and/or alternative remedies. Either Party may, upon the Default of the other Party and in addition to pursuing all remedies otherwise available to it, terminate this Covenant Agreement and all of its obligations hereunder without cost, expense or liability to itself.

3.5 Rights to Terminate. The Parties' obligations hereunder shall automatically terminate without cost, expense, or liability, upon the occurrence of any one or more of the following: (i) Best Buy or City Default; (ii) the end of the Eligibility Period; (iii) upon the final determination by a court of competent jurisdiction that any one or more of the Covenants are void, voidable, invalid, or even unenforceable for any reason whatsoever, including, without

limitation, legal infirmity, (iv) termination occurs as set forth in Section 2.3 herein, or (iv) if terminated by Best Buy at any time for convenience with one hundred twenty (120) days prior written notice.

ARTICLE 4. GENERAL TERMS

4.1 Tax Consequences. Best Buy acknowledges that it may experience tax consequences as a result of its receipt of the payments provided for in this Covenant Agreement and agrees that it shall bear any and all responsibility, liability, costs, and expenses connected in any way therewith.

4.2 Rights Not Granted Under Covenant Agreement. This Covenant Agreement is not, and shall not be construed to be, a Development Agreement under Government Code Section 65864 et seq., or a disposition and development agreement under Health and Safety Code Section 33000 et seq. This Covenant Agreement is not, and shall not be construed to be, an approval or an agreement to issue permits or a granting of any right or entitlement by the City concerning the Distribution Center and Warehouse, Best Buy's Sales Activities or any other project, development, or construction by Best Buy in the City. This Covenant Agreement does not, and shall not be construed to, exempt Best Buy from the application and/or exercise of the City's or City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety, and welfare of its citizenry.

4.3 Consent. Whenever consent or approval of any party is required under this Covenant Agreement, that party shall not unreasonably withhold, delay or condition such consent or approval unless otherwise allowed by a specific provision of this Covenant Agreement.

4.4 Notices and Demands. All notices or other communications required or permitted between the City and Best Buy under this Covenant Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express), addressed to the City at the addresses provided in Article 1 and to Best Buy at Best Buy Corporate Campus, 7601 Penn Avenue South, Richfield, MN 55423, subject to the right of either party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the second business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by telecopier or courier service (e.g., Federal Express), shall be deemed given upon receipt of the same by the party to whom the notice is given.

4.5 Nonliability. No board member, official, contractor, consultant, attorney or employee of the City shall be personally liable to Best Buy, any voluntary or involuntary successors or assignees, or any lender or other party holding an interest in the Property, in the event of any default or breach by the City, or for any amount which may become due to Best

Buy or to its successors or assignees, or on any obligations arising under this Covenant Agreement. No board member, official, contractor, consultant, attorney or employee of Best Buy shall be personally liable to the City, or any voluntary or involuntary successors or assignees, in the event of any default or breach by the Best Buy, or for any obligations arising under this Covenant Agreement.

4.6 Conflict of Interests. No board member, official, contractor, consultant, attorney or employee of the City or City shall have any personal interest, direct or indirect, in this Covenant Agreement nor shall any such board member, official or employee participate in any decision relating to this Covenant Agreement which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

4.7 Entire Agreement; Good Faith Negotiations. This Covenant Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes any previous agreements between the Parties concerning the subject matter of this Covenant Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Covenant Agreement shall be deemed to exist or to bind any of the parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Covenant Agreement.

4.8 Amendments to This Covenant Agreement. Any amendments to this Covenant Agreement must be in writing and signed by the appropriate authorities of both the City and Best Buy. The City Manager is authorized on behalf of the City to approve and execute minor amendments to this Covenant Agreement.

4.9 Jurisdiction and Venue. Any legal action or proceeding concerning this Covenant Agreement shall be filed and prosecuted in the appropriate California state court in the County of Tulare, California. Both Parties hereto irrevocably consents to the personal jurisdiction of that court. The City and Best Buy each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between the City and Best Buy, due to the fact that the City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, the City and Best Buy specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. Best Buy acknowledges that the provisions of this Section 4.10 are material consideration to the City for its entry into this Covenant Agreement, in that the City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

4.10 Interpretation. The City and Best Buy acknowledge that this Covenant Agreement is the product of mutual arms-length negotiation and drafting and that both Parties have been represented by legal counsel in the negotiation and drafting of this Covenant Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation

and enforcement of this Covenant Agreement. In any action or proceeding to interpret or enforce this Covenant Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Covenant Agreement to determine and give effect to the intention of the Parties.

4.11 Counterpart Originals; Integration. This Covenant Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument. This Covenant Agreement and any exhibits represent the entire understanding of the Parties and supersedes all negotiations, letters of intent, memoranda of understanding or previous agreements between the parties with respect to all or any part of the subject matter hereof.

4.12 No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

4.13 Successors and Assigns. The terms, covenants and conditions of this Covenant Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Upon the sale, transfer or conveyance by Best Buy of its interest therein, Best Buy shall thereupon be relieved of its obligations under this Covenant Agreement from and after the date of sale, transfer or conveyance except with respect to any defaults in the performance of its obligations hereunder or thereunder which occurred prior to such sale, transfer or conveyance, and the transferee shall thereafter be solely responsible for the performance of all of the duties and obligations of Best Buy under this Covenant Agreement.

4.14 No Third Party Beneficiaries. The performance of the respective obligations of the City and Best Buy under this Covenant Agreement are not intended to benefit any party other than the City or Best Buy, except as expressly provided otherwise herein. No person or entity not a signatory to this Covenant Agreement shall have any rights or causes of action against any party to this Covenant Agreement as a result of that party's performance or non-performance under this Covenant Agreement, except as expressly provided otherwise herein.

4.15 No Effect on Eminent Domain Authority. Nothing in this Covenant Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever the City's or City's eminent domain powers with respect to the Property, the Distribution Center and Warehouse, or any other property owned by Distribution Center and Warehouse.

4.16 Warranty Against Payment of Consideration for Covenant Agreement. Best Buy warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Covenant Agreement. Third parties, for the purposes of this Section 4.16, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Best Buy.

4.17 Severability. The City and Best Buy declare that the provisions of this Covenant Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Covenant Agreement and the remainder of the Covenant Agreement enforced in accordance with its terms.

4.18 Further Acts and Releases. The City and Best Buy each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

4.19 Estoppels. At the request of Best Buy or any holder of a mortgage or deed of trust secured by all or any portion of the Property, the City shall promptly execute and deliver to Best Buy or such holder a written statement of the City as to any of the following matters as to which Best Buy or such holder may inquire: (i) that no default or breach exists, or would exist with the passage of time, or giving of notice, or both, by Best Buy pursuant to this Covenant Agreement, if such be the case; (ii) the total amount of Covenant Payments made by the City to Best Buy pursuant to this Covenant Agreement prior to the date of such written statement; (iii) the amount of any Covenant Payments earned by or due and owing to Best Buy pursuant to this Covenant Agreement as of the date of such written statement; (iv) the Covenant Payments for a particular Computation Quarter; (v) if the City has determined that Best Buy is in default or breach hereunder, the nature of such default and the action or actions required to be taken by Best Buy to cure such default or breach; and (vi) any other matter affecting the rights or obligations of Best Buy hereunder as to which Best Buy or such holder may reasonably inquire. The form of any estoppel letter shall be prepared by Best Buy or such holder at its sole cost and expense and shall be reasonably acceptable in form and content to the City and Best Buy. The City may make any of the representations described above based on the actual current knowledge of the then-current City Manager.

4.20 Indemnity. Best Buy shall defend (using counsel of Best Buy's choosing, and, subject to the reasonable approval of the City), indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all third party claims, losses, proceedings, damages, causes of action, liability, cost and expense (including reasonable attorney's fees) arising from, in connection with the functions or operations of the Distribution Center and Warehouse (other than to the extent arising as a result of the City's active negligence or willful misconduct). The City shall fully cooperate in the defense of any such actions and upon written request of Best Buy shall provide to Best Buy such documents and records in possession of the City that are relevant to such actions and not otherwise protected by law. Notwithstanding the foregoing, should any third party bring any such action or proceeding Best Buy shall have the right to terminate this Agreement, and as of such date of termination, all un-accrued liabilities of the parties under this Agreement shall cease except for Best Buy's obligation of indemnity owed to the City as provided in this Section 4.20.

4.21 State of California Legislation Impact on Covenant Payment. Best Buy acknowledges that the California legislature has in the past adopted certain legislation which

diverted to the State of California a portion of the Sales Tax Revenues which were otherwise payable to the City. Best Buy acknowledges that it is possible that the legislature may enact similar legislation in the future which would cause a corresponding reduction of and/or delay in the payment of the Sales Tax Revenues and that such reduction will cause Best Buy a corresponding reduction and/or delay in the payment of the Covenant Payments due to Best Buy during such time as such legislation is in effect. Furthermore, Best Buy acknowledges that it is possible that the legislation described above, or some variant thereof, may be enacted and effective during one or more subsequent times during the Eligibility Period and may materially and negatively impact the amount of Sales Tax Revenues and, accordingly, Covenant Payments. The City does not make any representation, warranty or commitment concerning the future actions of the California legislature with respect to the allocation of Sales Tax Revenues to the City. Best Buy agrees that it is undertaking its obligations under this Covenant Agreement after having considered, and is expressly assuming the risk of, the possibility of the enactment of such legislation.

The foregoing paragraph notwithstanding, City acknowledges that the California legislature may provide for the payment to City of other revenues for the purpose of offsetting any losses in Sales Tax Revenues resulting from the enactment of legislation of the type described in the immediately preceding paragraph. City agrees that, should the California legislature provide for such offsetting revenues, then for purposes of this Covenant Agreement and the computation of any Covenant Payments which may become due to Best Buy hereunder, City will consider any such offsetting revenues which are (i) indexed to Sales Tax and offset the loss of Sales Tax Revenues to the City on a dollar for dollar basis, (ii) actually received by the City, and (iii) not subject to any restrictions on use beyond those which are otherwise generally applicable to sales tax revenues received by California municipalities, to be Sales Tax Revenues within the meaning of this Covenant Agreement.

[Signatures on the following pages]

**SIGNATURE PAGE TO THE
BEST BUY.COM, LLC OPERATING COVENANT AGREEMENT**

CITY OF DINUBA
a California municipal corporation

By: _____

Signature

Name (Print)

Title (Print)

ATTEST:

By: _____

Jayne Anderson
City Clerk

APPROVED AS TO FORM:

By: _____

Daniel McCloskey, Esq.
City Attorney

BESTBUY.COM, LLC
a Virginia LLC

By: _____

Signature

Name (Print)

Title (Print)



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1

VICE-MAYOR MAYOR
Scott Harness, Dist. 3

DEPARTMENT: PUBLIC WORKS

COUNCIL MEMBER
Maribel Reynosa, Dist. 2

COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING
DATE: DECEMBER 8, 2015

To: Mayor and City Council
From: Blanca Beltran, Public Works Director
By: Elva Patino, Fiscal Analyst II
Subject: Public Hearing - Development Impact Fee Annual Report for FY 2014/15

RECOMMENDATION

Council open the public hearing, take testimony, and continue the public hearing regarding the Development Impact Fee Annual Report for FY 2014/15 to the January 12, 2016 City Council meeting.

EXECUTIVE SUMMARY

The Mitigation Fee Act (Government Code Section 66006 *et. seq.*) requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public within 180 days after the close of the fiscal year, and must be presented to the City Council at least 15 days after it is made available to the public. The Development Impact Fee Annual Report for Fiscal Year ending June 30, 2015 is enclosed herein as Attachment 'A'.

OUTSTANDING ISSUES

The Government Code requires that the annual report be made available to the public 15 days prior to the City Council reviewing and accepting the report. The public hearing notice was published on November 26, 2015, and the required 15 day public review period will end on December 10, 2015. The December 8th City Council meeting falls short of the required noticing period by two days; therefore, staff is requesting that the Council continue the public hearing to the January 12, 2016 meeting in order to comply with noticing requirements.

DISCUSSION

With the passage of Proposition 13 in 1978 and the resulting decline in local government revenues, local government increasingly relied on impact fees in order to mitigate the impacts created by new development. Development impact fees collected are used to finance the design, construction and acquisition of facilities and equipment necessary to accommodate future development within the City.

In response to the growing use of impact fees, the State Legislature passed AB 1600 in 1987, the California Mitigation Fee Act, setting forth standards and procedures for how impact fees are imposed, collected and expended. The Mitigation Fee Act requires local governments to

segregate and place development impact fees collected in special funds. Those funds are held to finance the construction of the specific facilities for which the fee was imposed. The Mitigation Fee Act also requires local governments to prepare annual reports detailing the status of development impact fees until the funds collected are expended.

The enclosed Development Impact Fees Annual Report provides information on the amount of developer impact fees collected and expended, and the interest earned on unexpended funds from July 1, 2014 through June 30, 2015.

The City of Dinuba has six types of development impact fees. They are:

Impact Fee	Description
Water System Development Fee	Fund the water supply, treatment, and distribution facilities needed to provide potable domestic water and to meet fire flow requirements for new development
Sewer System Development Fee	Fund the collection, treatment, and wastewater disposal facilities required to provide sanitary sewer service to new development
Transportation System Development Fee	Fund transportation improvements that include arterial streets, intersections, and traffic signals to accommodate new development
Fire Protection Impact Fee	Fund the acquisition of land for fire facilities, upgrade existing facilities, and purchase vehicles and equipment to accommodate new development
Parks Facilities Fees	Fund the acquisition of land and development of new parks, expand or construct new recreational facilities, and purchase park amenities
Storm Drain System Development Fee	Fund drainage facilities for flood control and water management to accommodate new development

The annual report provides the public with the requisite information as to the status and use of impact fees collected for the fiscal year ending June 30, 2015 in compliance with the Mitigation Fee Act.

FISCAL IMPACT

There is no fiscal impact as this is a reporting requirement only.

PUBLIC HEARING

A public hearing notice was published in the Dinuba Sentinel on November 26, 2015.

Attachments:

- A. Development Impact Fee Annual Report for FY 2014/15

Attachment 'A'

**CITY OF DINUBA
 DEVELOPMENT IMPACT FEE REPORT
 FY 2014/15**

Water SDC Fund Fund 250		Actual 2014/15
<hr/>		
Beginning Fund Balance 7/1/14		\$539,820
Revenues:		
Interest Earnings	538	
Developer Fees	141,006	<u>\$141,544</u>
Expenditures:		
Prelim Design Infrastructure	3,500	
Transfer Out - Water Debt	237,075	
El Monte Way Widening (Water Improvements)	290,000	
Impact Fee Study	8,000	<u>\$538,575</u>
<hr/>		
Ending Fund Balance		<u>\$142,789</u>

Sewer SDC Fund Fund 251		Actual 2014/15
<hr/>		
Beginning Fund Balance 7/1/14		\$445,963
Revenues:		
Interest Earnings	398	
Repayment Successor Agency	150,000	
Developer Fees	181,608	<u>\$332,006</u>
Expenditures:		
Impact Fee Study	8,000	
El Monte Way Widening (Sewer Improvements)	290,000	
Transfer Out - CEC WWRF	85,190	
Transfer Out - Debt Service	170,225	<u>\$553,415</u>
<hr/>		
Ending Fund Balance		<u>224,554</u>

Transportation SDC Fund Fund 252		Actual 2014/15
<hr/>		
Beginning Fund Balance 7/1/14		\$1,191,883
Revenues:		
Land Sale (Dinuba Lumber)	3,110	
Interest Earnings	2,871	
Developer Fees	182,542	<u>\$188,523</u>
Expenditures:		
Transfer Out - Financing Auth.	149,218	
Impact Fee Study	8,481	<u>\$157,699</u>
<hr/>		
Ending Fund Balance		<u>\$1,222,707</u>

Fire Impact Fees Fund 321		Actual 2014/15
<hr/>		
Beginning Fund Balance 7/1/14		\$71,475
Revenues:		
Interest Earnings	138	
Single Family	1,979	
Commercial	3,344	<u>\$5,461</u>
Expenditures:		
Impact Fee Study	7,720	
Building/Improvements	2,197	<u>\$9,917</u>
<hr/>		
Ending Fund Balance		<u>\$67,019</u>

**CITY OF DINUBA
 DEVELOPMENT IMPACT FEE REPORT
 FY 2014/15**

Parks Fund Fund 123		Actual 2014/15
Beginning Fund Balance 7/1/14		\$87,916
Revenues:		
Interest Earnings	112	
Developer Fees	3,565	\$3,677
Expenditures:		
Special Project Expense	8,000	
	83,512	\$91,512
Ending Fund Balance		\$81

Storm Drain Fund Fund 504		Actual 2014/15
Beginning Fund Balance 7/1/14		\$470,067
Revenues:		
Interest Earnings	795	
Developer Fees	14,366	
Sale of City Dirt	1,952	\$17,113
Expenditures:		
PW Facility (Ponding Basin)	152,475	
Impact Fee Study	8,000	
Storm Drain Master Plan	75,349	\$235,824
Ending Fund Balance		\$251,356



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1

VICE-MAYOR MAYOR
Scott Harness, Dist. 3

DEPARTMENT: CITY MANAGER

COUNCIL MEMBER
Maribel Reynosa, Dist. 2

COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING
DATE: DECEMBER 8, 2015

To: Mayor and City Council
From: Jayne Anderson, Assistant City Manager
Subject: Appointments to the Public Safety Commission, Economic Development Commission and Historic Preservation Commission

RECOMMENDATION

Council to make appointments to the following commissions:

1. Public Safety Commission: Appoint Fernie Cuevas (District 3), Augustin Gonzalez (District 4), Gary Medders (District 5) to serve a two year term and appoint Ray Millard (at-large) and Pablo Contreras Sr. (at-large) to serve a three year term.
2. Economic Development Commission: Reappoint Trinidad Rodriguez to a three year term.
3. Historic Preservation Commission: Reappoint Robert Raison (ADHS), Joseph Morgan (ADHS), and Jesus Pelayo (at-large) to a three year term.

EXECUTIVE SUMMARY

The City has advertised for applications to serve on the Public Safety Commission, Economic Development Commission and Historic Preservation Commission. Applications have been received and are being presented to the City Council for appointment.

OUTSTANDING ISSUES

None.

DISCUSSION

The City received applications for several commissions, as follows:

Public Safety Commission

The Measure F Citizens Oversight Committee and the Police Advisory Commission were dissolved and a new Public Safety Commission (PSC) was formed. The purpose of the PSC is to advise the City Council on public safety related matters. The PSC consists of five (5) members to be appointed by District and two (2) at-large for a total of seven (7) members.

The City received applications for the following seats on the PSC:

Commissioner	Applicant	Term
District 1	<i>Vacant</i>	Jan. 1, 2016 – Dec. 31, 2018
District 2	<i>Vacant</i>	Jan. 1, 2016 – Dec. 31, 2018
District 3	Fernie Cuevas	Jan. 1, 2016 – Dec. 31, 2017
District 4	Augustin Cuevas	Jan. 1, 2016 – Dec. 31, 2017
District 5	Gary Medders	Jan. 1, 2016 – Dec. 31, 2017
At-Large	Raymond Millard	Jan. 1, 2016 – Dec. 31, 2018
At-Large	Pablo Contreras	Jan. 1, 2016 – Dec. 31, 2018

Pursuant to Ordinance No. 2015-07, the members of the commission first appointed three shall be appointed for a term of two years and four members shall be appointed for a term of three years. The City Council could opt to appoint the three District representatives to two years and the two at-large applicants could be appointed for the three years. The two remaining District appointments would be for two year terms.

Economic Development Commission

The Economic Development Commission (EDC) advises the City Council on business retention and attraction efforts. The EDC consists of nine (9) members who serve staggered terms. Currently, there are three (3) seats on the EDC that will expire on December 31, 2015 listed as follows:

Commissioner	Appointment Date	Expiration Date
1. <i>Ramon Rivera</i>	04/2014	12/2015
2. <i>Trinidad Rodriguez</i>	04/2014	12/2015
3. <i>Robert Rocca</i>	04/2014	12/2015
4. Barbara Thiesen	04/2014	12/2016
5. Sandy Sills	04/2014	12/2016
6. Dan Meinert	04/2014	12/2016
7. Rosa Areguin	03/2015	12/2017
8. Art Pena	03/2015	12/2017
9. Maria McElroy	10/2015	12/2017

The City received one application from Trinidad Rodriguez for re-appointment to the EDC for a three-year term from January 1, 2016 through December 31, 2018. No other applications have been received as of the posting of this agenda. The City will continue to solicit applications on an ongoing basis through the website and on social media.

Historic Preservation Commission

The Historic Preservation Commission (HPC) identifies and recommends historic resources to the City Council for designation and preservation of the city’s historic elements. The HPC consists of 2 at-large sets and 4 seats from the Alta Historic District for a total of six (6) Commissioners. Currently, there are three (3) seats on the HPC that will expire on December 31, 2015 and one (1) vacancy listed as follows:

Commissioner	Appointment Date	Expiration Date
1. Bob Raison (ADHS)	05/2013	12/2015
2. Ron Gerstenberg (ADHS)	01/2015	12/2017
3. Nancy Hoyt (ADHS)	01/2015	12/2017
4. <i>Joe Morgan (ADHS)</i>	11/2012	12/2015
5. <i>Jesus Pelayo (At-Large)</i>	01/2015	12/2015
6. <i>Vacant (At-Large)</i>		12/2017

The City received an application for re-appointment from Bob Raison and Joe Morgan representing the Alta Historic District and Jesus Pelayo at-large. These appointments will be for a three-year term from January 1, 2016 through December 31, 2018. No other applications have been received as of the posting of this agenda. The City will continue to solicit applications on an ongoing basis through the website and on social media.

FISCAL IMPACT

There is no fiscal impact associated with this action.

Attachments:

- A. Public Safety Commission Applications
- B. Economic Development Commission Applications
- C. Historic Preservation Commission Applications

Attachment 'A'

Public Safety Commission Applications



CITY OF DINUBA
 COMMISSION/STANDING COMMITTEE
 APPLICATION

RECEIVED
 DEC 03 2015

New
 Re-appointment

Name of Commission Public Safety Commission District #3
 Name FERNIE R. CUEVAS
 Mailing/Residence Address 793 N. SUZANNE CT
DINUBA, CA 93618
 Residence Phone (559) 591-0422 Work Phone Cell (559) 967-2151
 Email FernieCuevas@yaho.com Facsimile None
 Resident of Dinuba for 18 years Dinuba Registered Voter: Yes No
 Do you possess a valid California Driver's License? Yes No
 Have you been convicted of a felony within the past five years? Yes No
 If yes, please explain: _____
 Are you related to a City of Dinuba Employee? NO If yes, how? _____

Training, Experience and/or Education:

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
Fresno State	Crimology	1977

Additional Pertinent Skills, Experience or Interests: Try to get involved in school activities and programs

Community activities in which you are involved: V.V.A, Church

Current or prior service on a City Board, Committee or Commission: Police Advisory

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position: I'd volunteer through my school to project as A Probation officer here in Disaba back in 1976

What are your goals in serving on this Commission? to make a better safe community for the people + childrens

Employment Information:

Present Occupation: Retired

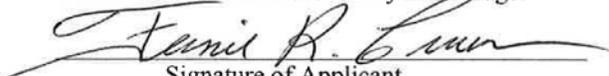
Name of Firm: _____

Address: _____

Phone: _____

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES _____ NO X

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.


Signature of Applicant

12/01/15
Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.



CITY OF DINUBA
 COMMISSION/STANDING COMMITTEE
 APPLICATION

RECEIVED
 AUG 04 2015

New
 Re-appointment

Safety Commission 3
 Name of Commission District

Raymond K. Millard
 Name

1022 Elizabeth Way Dinuba
Same
 Mailing/Residence Address

591-0295 Retired
 Residence Phone Work Phone

 Email Facsimile

24 years Dinuba Registered Voter: Yes No

Do you possess a valid California Driver's License? Yes No

Have you been convicted of a felony within the past five years? Yes No
 If yes, please explain: _____

Training, Experience and/or Education:

SCHOOL	MAJOR	GRADUATION DATE & DEGREE

Additional Pertinent Skills, Experience or Interests: City Council 21 years
Probation Dept Dinuba Police Reserve

Community activities in which you are involved: Police Advisory 12+ years
Historical Society 20 years

Current or prior service on a City Board, Committee or Commission: Delaware County
Board of Governments 20+ years
C-Set 12+ years

Dinuba High School Advisory Committee
Sandwich Division
President California League of Cities 2+ years

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position: _____

Retired from Probation Dept
Reserve Police Officer 10+ years

What are your goals in serving on this Commission? _____

Continue to work towards
A Safe Community.

Employment Information:

Present Occupation: _____

Retired

Name of Firm: _____

Address: _____

Phone: _____

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES _____ NO

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.

Ray M. Ward
Signature of Applicant

7/29/15
Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.



CITY OF DINUBA
COMMISSION/STANDING COMMITTEE
APPLICATION

RECEIVED

DEC 01 2015

New
Re-appointment

Public Safety Commission 4th Thous.
Name Agustin Gonzalez
Name of Commission District

Mailing/Residence Address 910 W. NEBRASKA Dinuba CA 93618
SAME AS ABOVE

Residence Phone (559) 679-4244 Work Phone SAME

Email augieg2740@gmail.com Facsimile N/A

Resident of Dinuba for 3 years Dinuba Registered Voter: Yes No

Do you possess a valid California Driver's License? Yes No

Have you been convicted of a felony within the past five years? Yes No
If yes, please explain: _____

Are you related to a City of Dinuba Employee? yes If yes, how? cousin

Training, Experience and/or Education:

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
<u>Fresno State</u>	<u>Business Admin.</u>	<u>N/A</u>

Additional Pertinent Skills, Experience or Interests: communication skills

critical thinker, management self employed

Community activities in which you are involved: 4 year as president

for Dinuba Softball booster.

Current or prior service on a City Board, Committee or Commission: N/A

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position: _____

In a good listener, critical thinker, work well with others. from a Business Management background!

What are your goals in serving on this Commission? _____

To provide input of concerns in our community. Also help voice issue from residents from our ward.

Employment Information:

Present Occupation: Independent Business Consultant

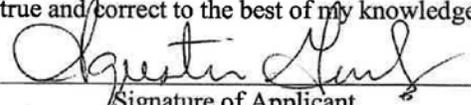
Name of Firm: N/A

Address: N/A

Phone: N/A

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES _____ NO X

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.


Signature of Applicant

Dec 1, 2015
Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.

7



CITY OF DINUBA
COMMISSION/STANDING COMMITTEE
APPLICATION

RECEIVED
AUG 21 2015

New
Re-appointment

Public Safety Commission
Measure F oversight
Name of Commission
Name GARY MEDDERS District 5

Mailing/ Residence Address 701 E ADELPHIDE WAY
Dinuba

Residence Phone 559-217-8873 Work Phone _____

Email garymedders@sbcglobal.net Facsimile _____

Resident of Dinuba for 40 years Dinuba Registered Voter: Yes No _____

Do you possess a valid California Driver's License? Yes No _____

Have you been convicted of a felony within the past five years? Yes _____ No
If yes, please explain: _____

Are you related to a City of Dinuba Employee? NO If yes, how? _____

Training, Experience and/or Education:

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
<u>COS</u>	<u>Electronic Communications</u>	<u>AA 1970</u>

Additional Pertinent Skills, Experience or Interests: _____

Computers and Analytical skills

Community activities in which you are involved: None

Current or prior service on a City Board, Committee or Commission: NONE

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position: _____

Past President Dinuba Firefighters Assoc.

What are your goals in serving on this Commission? _____

It's time to serve my city.

Employment Information:

Present Occupation: Retired

Name of Firm: _____

Address: _____

Phone: _____

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES _____ NO X

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.

Gary Medda
Signature of Applicant

8-21-2015
Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.

RECEIVED

AUG 03 2015



CITY OF DINUBA
 COMMISSION/STANDING COMMITTEE
 APPLICATION

New Re-appointment

Name of Commission: PUBLIC SAFETY Commission. District: A7 LARGO

Name: PABLO M. CONTRERAS

Mailing/Residence Address: 500 N. L ST, DINUBA 93618
9080 AVE 400, DINUBA 93618

Residence Phone: 559 591 0913 Work Phone: 559 591 1040

Email: Pablo.Contreras@pcontreras.com Facsimile: 559 591 4124

Resident of Dinuba for 67 years Dinuba Registered Voter: Yes No

Do you possess a valid California Driver's License? Yes No

Have you been convicted of a felony within the past five years? Yes No

If yes, please explain: _____

Are you related to a City of Dinuba Employee? No If yes, how? _____

Training, Experience and/or Education:

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
<u>CSU Northridge</u>	<u>Accounting</u>	<u>1971 B.S.</u>

Additional Pertinent Skills, Experience or Interests: CHAIRMAN, DINUBA
 PRICE Commission, MEMBER MEA. F Oversight Comm.

Community activities in which you are involved: CHURCH CHOIR, CHURCH
 FINANCE Director, World Wide Marriage Encounter

Current or prior service on a City Board, Committee or Commission: Treasurer City
 of Dinuba, Wardment Committee, CoChair Dinuba
 Votech, Chair Ridge Creek.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position:

I am serving on both of the boards that are being consolidated -

What are your goals in serving on this Commission?

to serve the people of Dinuba in their constant search for a better Dinuba. to help Dinuba have the best police service & fire department

Employment Information

Present Occupation:

Accountant

Name of Firm:

PM Contreras

Address:

500 H L ST DIXON

Phone:

591.1040

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES NO

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.



Signature of Applicant

7/3/15

Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.

Attachment 'B'

Economic Development Commission



CITY OF DINUBA
COMMISSION/STANDING COMMITTEE
APPLICATION

New
Re-appointment

Economic Development Commission (EDC)
Name of Commission District

Name Trinidad J. Rodriguez

Mailing/ 8363 S. Hills Valley Rd. Orange Cove, CA 93646

Residence

Address Same as above

Residence Phone (559) 397-1019 Work Phone (559) 733-5423

Email trinidadr@proteusinc.org Facsimile (559) 738-1137

15 years
Resident of Dinuba for 1987-99, 2001-2004 years Dinuba Registered Voter: Yes No

Do you possess a valid California Driver's License? Yes No

Have you been convicted of a felony within the past five years? Yes No

If yes, please explain: _____

Are you related to a City of Dinuba Employee? No If yes, how? _____

Training, Experience and/or Education:

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
Fresno Pacific University	Organizational Leadership	8/2010, Bachelor of Arts
Fresno Pacific University	Masters Lead	30 Units

Additional Pertinent Skills, Experience or Interests: Community engagement, networking,
and have vast experience working with youth and adult of diverse cultures.

Community activities in which you are involved: Currently I serve on the Dinuba Chamber of
Commerce, Relay for Life, the EDC, and other Dinuba events/Committees when approached.

Current or prior service on a City Board, Committee or Commission: As mentioned above I am currently
serving on the EDC and served on the Dinuba Housing Element Task Force 2015.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position: Have over 13 years of experience working in and around workforce development, public relations, promotions, event planning, recruitment of businesses, employers, and skilled employees. In my current position I stay up to date on current funding opportunities and legalities that affect those I serve including the City of Dinuba.

What are your goals in serving on this Commission? My goal in serving on the commission to first focus on retaining the businesses we have, while continually working, assisting, and collaborating with city leaders on recruitment of new businesses with a specialized focus on the Savemart Shopping Area and the downtown.

Employment Information:

Present Occupation: Planner/Grant Writer

Name of Firm: Proteus, Inc.

Address: 1830 N. Dinuba Blvd, Visalia, CA 93291

Phone: (559) 733-5423

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES _____ NO

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.


Signature of Applicant

11/18/15
Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.

Attachment 'C'

Historic Preservation Commission

RECEIVED

NOV 30 2015



CITY OF DINUBA
 COMMISSION/STANDING COMMITTEE
 APPLICATION

New
 Re-appointment

HISTORICAL PRESERVATION 5
 Name ROBERT M. (BOB) RAISON District
 Mailing/Residence Address 712 N MCKINLEY
DINUBA, CA 93618
 Residence Phone 594-3183 ^{CELL} Work Phone 356-0962
 Email rob2011@comcast.net Facsimile None
 Resident of Dinuba for 60 years Dinuba Registered Voter: Yes No
 Do you possess a valid California Driver's License? Yes No
 Have you been convicted of a felony within the past five years? Yes No
 If yes, please explain: _____
 Are you related to a City of Dinuba Employee? NO If yes, how? _____

Training, Experience and/or Education:

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
UNIVERSITY CALIF. DAVIS	Political Science	Sept 1951 A.B.

Additional Pertinent Skills, Experience or Interests: Lifelong interest in history

Community activities in which you are involved: DINUBA ROTARY

Current or prior service on a City Board, Committee or Commission: Park and Recreation Commission, Recreation, Reclamation Conservation Committee (Golf course planning) TULARE COUNTY COUNCIL OF COMMERCE

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position: ~~As editor of~~
the Dinuba Sentinel prepared articles for city's
centennial in 2006. Covered many events that
are now part of Dinuba history

What are your goals in serving on this Commission? To preserve items and
sites from the past for the benefit of future
generations

Employment Information:

Present Occupation: Retired editor and copublisher of
Name of Firm: Dinuba Sentinel
Address: 145 South L Street
Phone: 591-4632

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES NO

Wife and I own Sentinel Building at 145 and 151 South L Street. Building dates to 1912. Would abstain from voting issues concerning that building

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.

Robert M. Lawson
Signature of Applicant

Nov 26, 2015
Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.

RECEIVED

DEC 03 2015



CITY OF DINUBA
COMMISSION/STANDING COMMITTEE
APPLICATION

New
Re-appointment

HISTORIC PRESERVATION COMMISSION ADHS
Name JOSEPH P. MORGAN District

Mailing/Residence Address SAME AS BELOW
476 NORTH NICHOLS AVENUE

Residence Phone 1-8042 Work Phone 1-0263

Email JOSEPH.P.MORGAN@COMMITTEE.NET Facsimile 1-807

Resident of Dinuba for 25 years Dinuba Registered Voter: Yes No

Do you possess a valid California Driver's License? Yes No

Have you been convicted of a felony within the past five years? Yes No
If yes, please explain: _____

Are you related to a City of Dinuba Employee? NO If yes, how? _____

Training, Experience and/or Education:

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
<u>ARSENAL COLLEGE</u>	<u>FINANCIAL PLANNING</u>	<u>2006</u>

Additional Pertinent Skills, Experience or Interests: HISTORY OF THE AREA DIVISION

Community activities in which you are involved: ROTARY, CHURCH

Current or prior service on a City Board, Committee or Commission: HISTORIC PRESERVATION COMMISSION

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position: OTHER THAN OWNING

AN OLD HOME, I HONESTLY CANNOT THINK OF ANY.

What are your goals in serving on this Commission? COMMUNITY SERVICE AND
OBJECTIVE OPINIONS

Employment Information:

Present Occupation: OWNER

Name of Firm: NORWAN WEALTH MANAGEMENT

Address: 655 SOUTH ACATA AVE

Phone: 1-0263

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES NO

MY WIFE AND I OWN THE WYCKE MANSION.

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.

J. J. Morgan
Signature of Applicant

11/30/2015
Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.