

**A JOINT MEETING OF THE CITY COUNCIL OF THE
CITY OF PARLIER AND THE SUCCESSOR AGENCY OF THE PARLIER
REDEVELOPMENT AGENCY**

“REGULAR MEETING”

DATE: Wednesday, May 17, 2017
TIME: 6:30 P.M.
PLACE: Parlier City Council Chambers
1100 E. Parlier Avenue
Parlier, CA 93648

I. CALL TO ORDER/WELCOME:

Roll Call: Mayor Alma M. Beltran, Mayor Pro-Tem Jose Escoto, Councilwoman Diane Maldonado, Councilman Noe Rodriguez, Councilman Trinidad Pimental, City Clerk Dorothy Garza.

Flag Salute: Mayor Alma M. Beltran

II. ADDITIONS/DELETIONS TO THE AGENDA:

III. PRESENTATIONS/INFORMATIONAL:

A. Economic Development Services - Shawna Glazener, Economic Development Specialist with Economic Development Corporation.

B. Oath of Office to be administered by City Clerk Dorothy Garza to Officer Jaurequi.

IV. PUBLIC COMMENTS:

Note: State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

V. CONSENT CALENDAR:

A. Approve the Check Reports dated April 28, 2017 through May 11, 2017.

B. Approve and accept the Minutes dated May 03, 2017.

- C. Adopt **Resolution No. 2017-44** authorizing the City Manager to sign on behalf of the City a Memorandum of Understanding Addendum regarding disbursement of funds allocated from the California Board of State and Community Corrections for Frontline Law Enforcement Needs.
- D. Approve the use of the Parlier Community Center and Pool on June 8, 2017 by the Parlier High School for the High School Sober Grad Event, with all fees waived.
- E. Approve the use of the Community Center by the Jr. Giants for its First Pitch meeting for all Parlier children that are age qualified, as well as adults that are able to volunteer as coaches needed for this free T-ball program on May 30, 2017, with all fees waived
- F. Approve and authorize the City Manager to execute an extension of the service contract with Superior Pool Care for an additional 24 month period at a monthly rate of \$550.00.
- G. Approve the use of the Community Center by the Catholic Church for a mass on May 28, 2017, with all fees waived.
- H. Adopt **Resolution No. 2017-41** Approving the Revised Subdivision Agreement for Tract No. 6169.

VI. **RESOLUTIONS and ORDINANCES:**

- A. Adopt **Resolution No. 2017-37** Approving the City of Parlier Annual Encroachment Permit with Pacific Gas and Electric Company (PG&E) and Authorizing City Manager to Execute the Agreement on Behalf of the City.
- B. Adopt **Resolution No. 2017-42** Approving Amendments to Parlier Police Department Operational Procedure No. 240 Relating to Rotation Tow Service and Delegating Authority to Update the Department Policy Manual.
- C. Adopt **Resolution No. 2017-43** Approving and Authorizing the Execution of a Joint Powers Agreement between the Cities of Parlier, Fowler, Sanger, Selma, and Kingsburg for the Purpose of Creating the South Kings Groundwater Sustainability Agency; and Designating a City Representative for the South Kings Groundwater Sustainability Agency's Governing Board.

VII. **COUNCIL COMMUNICATIONS/COMMENTS:**

- A. One Voice Report
- B. San Joaquin Valley Water Infrastructure Authority

VIII. **DEPARTMENT ACTIONS:**

COMMUNITY DEVELOPMENT

- A. Presenting Recommendations for Community Development Division Fee Structure Part 2 – Focus on Planning Fees.
- B. Authorize City Manager to Offer and Hire a Full Time Building Inspector for Community Development Division – Building Inspector Range 59/Step 6.

IX. PUBLIC COMMENTS ON CLOSED SESSION:

(THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHOULD LIMIT THEIR COMMENTS TO FIVE (5) MINUTES.)

X. CLOSED SESSION:

SUCCESSOR AGENCY:

- 1. Conference with Real Property Negotiators – Successor Agency Pursuant to California Government Code Section 54956.8

- A. Properties: Long Range Property Management Plan #s 3, 4, 5 and 9 (APNs 358-390-34, 35 and 44)

Under Negotiation: Price and Terms of Sale

Agency Negotiators: Ron Manfredi, Interim City Manager and Mary Lerner, City Attorney

Negotiating Parties: Choice RE Inc., Starrhub and O. Montejano

- B. Properties: Long Range Property Management Plan #7 (APNs 358-390-42)

Under Negotiation: Price and Terms of Sale

Agency Negotiators: Ron Manfredi, Interim City Manager and Mary Lerner, City Attorney

Negotiating Parties: Adjmir Aleman

CITY COUNCIL:

2. Government Code Section 54956.9

CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision of Section 54956.9

One case

3. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency representative: Ron Manfredi, Interim City Manager and Mary Lerner, City Attorney

- A. Employee Organization: Unrepresented Employees
- B. Employee Organization: Parlier Police Officers Association

4. Government Code section 54956.9(d)(1)

Conference with Legal Counsel - Existing Litigation

Name of Case: City of Parlier v. Dow Chemical Co., et al. (In Re: Coordination Proceeding TCP Cases) San Bernardino Superior Court Case No. JCP5S4435

5. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

- A. Titles: City Manager
- B. Titles: Chief of Police

6. Government Code Section 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Interim City Manager

XI. ADMINISTRATIVE REPORTS:

XII. ADJOURNMENT:

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA. during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.

Oath of Office

I, Javier Jaurequi do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Javier Jaurequi, Officer

Subscribed and sworn to before me this 17th day of May, 2017.

Dorothy Garza, City Clerk



CITY OF PARLIER

Check Report

By Check Number

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
A-C00	A-C ELECTRIC COMPANY	05/02/2017	Regular	0.00	1,387.95	46504
AUT01	AUTO ZONE	05/02/2017	Regular	0.00	226.62	46505
CEN19	CENTRAL SANITARY SUPPLY	05/02/2017	Regular	0.00	336.45	46506
COM05	COMCAST	05/02/2017	Regular	0.00	247.54	46507
FAS00	FASTENAL COMPANY	05/02/2017	Regular	0.00	434.34	46508
G&K00	G&K SERVICES INC.	05/02/2017	Regular	0.00	456.45	46509
	Void	05/02/2017	Regular	0.00	0.00	46510
KIN01	KINGS RIVER TRACTOR INC.	05/02/2017	Regular	0.00	39.97	46511
NEW02	NEW YORK LIFE INSURANCE	05/02/2017	Regular	0.00	704.14	46512
P.G01	PACIFIC GAS & ELECTRIC	05/02/2017	Regular	0.00	8,765.92	46513
PAP02	PAPE MACHINERY INC.	05/02/2017	Regular	0.00	1,752.46	46514
QUI02	QUILL CORPORATION	05/02/2017	Regular	0.00	170.05	46515
RAI01	RAIN FOR RENT - FRESNO	05/02/2017	Regular	0.00	3,788.53	46516
RLB01	REEDLEY LUMBER & BUILDING	05/02/2017	Regular	0.00	41.24	46517
RHO01	RHODES INC.	05/02/2017	Regular	0.00	415.62	46518
SAN1R	SAN JOAQUIN VALLEY AIR	05/02/2017	Regular	0.00	393.00	46519
SIM04	SIMPLOT GROWER SOLUTIONS	05/02/2017	Regular	0.00	2,166.53	46520
SUN05	SUN LIFE FINANCIAL	05/02/2017	Regular	0.00	1,096.87	46521
	Void	05/02/2017	Regular	0.00	0.00	46522
STA1K	SWRCB ACCOUNTING OFFICE	05/02/2017	Regular	0.00	11,267.50	46523
ABI10	ABILITY ANSWERING SERV.	05/04/2017	Regular	0.00	110.08	46524
ADP00	ADP, INC.	05/04/2017	Regular	0.00	804.47	46525
	Void	05/04/2017	Regular	0.00	0.00	46526
AHE01	AHERN RENTALS, INC	05/04/2017	Regular	0.00	1,636.95	46527
ALT01	ALTA MONTCLAIR/ESBA	05/04/2017	Regular	0.00	100.00	46528
AUT01	AUTO ZONE	05/04/2017	Regular	0.00	172.30	46529
BAR06	BARCELLOS, DANNY	05/04/2017	Regular	0.00	640.00	46530
BIG01	BIG VAL'S AUTO PARTS, INC	05/04/2017	Regular	0.00	66.55	46531
BRE14	BRENNTAG PACIFIC, INC.	05/04/2017	Regular	0.00	977.06	46532
CEN02	CENTRAL VALLEY LOCK	05/04/2017	Regular	0.00	157.57	46533
CEN13	CENTRAL VALLEY SWEEPING	05/04/2017	Regular	0.00	5,050.00	46534
COR11	CORTEZ TIRES	05/04/2017	Regular	0.00	45.00	46535
DIA11	DIAMOND COMMUNICATIONS	05/04/2017	Regular	0.00	1,085.00	46536
	Void	05/04/2017	Regular	0.00	0.00	46537
GRO01	FERGUSON ENTERPRISES INC.	05/04/2017	Regular	0.00	87.60	46538
HAA01	HAAKER EQUIPMENT COMPANY	05/04/2017	Regular	0.00	169.20	46539
JEF03	JEFF MARK SCHILL	05/04/2017	Regular	0.00	1,560.00	46540
JEN04	JENSEN AND PILEGARD #5	05/04/2017	Regular	0.00	86.21	46541
LEE01	LEE'S SERVICE	05/04/2017	Regular	0.00	261.74	46542
P.G01	PACIFIC GAS & ELECTRIC	05/04/2017	Regular	0.00	523.03	46543
PAY01	PAY PLUS BENEFITS, INC.	05/04/2017	Regular	0.00	107.00	46544
PIO01	PIONEER EQUIPMENT CO.	05/04/2017	Regular	0.00	576.85	46545
RLB01	REEDLEY LUMBER & BUILDING	05/04/2017	Regular	0.00	471.33	46546
T&J00	T & J ARCO STATION	05/04/2017	Regular	0.00	1,459.74	46547
TOW02	TOWNSEND PUBLIC AFFAIRS, INC.	05/04/2017	Regular	0.00	2,500.00	46548
YAM01	YAMABE & HORN ENGINEERING INC.	05/04/2017	Regular	0.00	30,755.19	46549
ADT01	ADT SECURITY SERVICES	05/10/2017	Regular	0.00	-348.53	46568
ADT01	ADT SECURITY SERVICES	05/10/2017	Regular	0.00	348.53	46568
AFL00	AFLAC	05/10/2017	Regular	0.00	1,125.00	46569
AT&09	AT&T	05/10/2017	Regular	0.00	534.28	46570
AUT01	AUTO ZONE	05/10/2017	Regular	0.00	215.94	46571
BAN01	BANKCARD CENTER	05/10/2017	Regular	0.00	3,260.98	46572
CIT25	CITY OF KERMAN	05/10/2017	Regular	0.00	125.00	46573
COM05	COMCAST	05/10/2017	Regular	0.00	475.63	46574

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
GRO01	FERGUSON ENTERPRISES INC.	05/10/2017	Regular	0.00	184.88	46575
FCT04	FRESNO COUNTY AUDITOR-CON	05/10/2017	Regular	0.00	50.00	46576
G&K00	G&K SERVICES INC.	05/10/2017	Regular	0.00	125.85	46577
G&R00	G&R FEED & FARM SUPPLIES	05/10/2017	Regular	0.00	139.70	46578
MIC02	GREEN AND CLEAN LANDSCAPING	05/10/2017	Regular	0.00	350.00	46579
HDL01	HDL COREN & CONE	05/10/2017	Regular	0.00	2,025.00	46580
HEA01	HEALTHWISE SERVICES, LLC	05/10/2017	Regular	0.00	400.00	46581
INT14	INTERSTATE GAS SERVICES, INC.	05/10/2017	Regular	0.00	1,425.00	46582
LAW01	LAW & ASSOCIATES INVESTIGATIONS	05/10/2017	Regular	0.00	600.00	46583
MEN18	MENDOCINO AUTO SALES & RE	05/10/2017	Regular	0.00	25.00	46584
PER06	PAC AUTO SALES	05/10/2017	Regular	0.00	31.44	46585
PAR1U	PARLIER UNIFIED	05/10/2017	Regular	0.00	2,059.42	46586
RHO01	RHODES INC.	05/10/2017	Regular	0.00	959.30	46587
SOU07	SOUTH COUNTY VETERINARY H	05/10/2017	Regular	0.00	66.00	46588
SPA00	SPARKLETTS	05/10/2017	Regular	0.00	166.53	46589
SYS00	SYSO OF CENTRAL CALIFORN	05/10/2017	Regular	0.00	1,311.28	46590
TER01	TERMINIX PROCESSING CTR.	05/10/2017	Regular	0.00	86.00	46591
UNI05	UNITY IT	05/10/2017	Regular	0.00	4,256.50	46592
USM01	U-SAVE MARKET	05/10/2017	Regular	0.00	535.06	46593
EOC01	EOC - FOOD PREPARATION CENTER	05/10/2017	Regular	0.00	1,851.77	46594
AT&02	A T & T MOBILITY	05/10/2017	Regular	0.00	336.00	46595
ADP00	ADP, INC.	05/10/2017	Regular	0.00	365.92	46596
	Void	05/10/2017	Regular	0.00	0.00	46597
ADT01	ADT SECURITY SERVICES	05/10/2017	Regular	0.00	533.30	46598
ALLO3	ALL WIRE ELECTRIC, INC.	05/10/2017	Regular	0.00	135.00	46599
AT&09	AT&T	05/10/2017	Regular	0.00	18.36	46600
AUT04	AUTOMATED OFFICE SYSTEMS	05/10/2017	Regular	0.00	316.99	46601
BEL05	BELKNAP PUMP CO INC.	05/10/2017	Regular	0.00	19,114.00	46602
BOG01	BOGIE'S PUMP SYSTEMS	05/10/2017	Regular	0.00	432.13	46603
BRE14	BRENNTAG PACIFIC, INC.	05/10/2017	Regular	0.00	1,089.75	46604
CAL1Y	CALIFORNIA WATER SERVICES INC.	05/10/2017	Regular	0.00	21,411.31	46605
CEN19	CENTRAL SANITARY SUPPLY	05/10/2017	Regular	0.00	93.16	46606
COO01	COOK'S COMMUNICATIONS	05/10/2017	Regular	0.00	313.89	46607
COR03	CORELOGIC SOLUTIONS, LLC	05/10/2017	Regular	0.00	125.00	46608
COU05	COUNTRY TIRE & WHEEL, INC.	05/10/2017	Regular	0.00	405.69	46609
EIN01	EINERSON'S PREPRESS	05/10/2017	Regular	0.00	593.09	46610
EFI00	ENFINITY CENTRAL	05/10/2017	Regular	0.00	10,302.22	46611
FAS00	FASTENAL COMPANY	05/10/2017	Regular	0.00	28.67	46612
GRO01	FERGUSON ENTERPRISES INC.	05/10/2017	Regular	0.00	436.95	46613
HEA01	HEALTHWISE SERVICES, LLC	05/10/2017	Regular	0.00	400.00	46614
JUD10	JUDICIAL DATA SYSTEMS COR	05/10/2017	Regular	0.00	25.00	46615
MAN01	MANFREDI, RON	05/10/2017	Regular	0.00	231.91	46616
MID03	MID VALLEY DISPOSAL LLC	05/10/2017	Regular	0.00	70,744.34	46617
MID06	MID VALLEY PUBLISHING	05/10/2017	Regular	0.00	2,221.42	46618
MUN01	MUNI METRIX SYSTEMS CORP.	05/10/2017	Regular	0.00	89.98	46619
OFF01	OFFICE DEPOT	05/10/2017	Regular	0.00	223.95	46620
SAF04	SAFE-T-LITE OF MODESTO, INC.	05/10/2017	Regular	0.00	83.34	46621
SOU07	SOUTH COUNTY VETERINARY H	05/10/2017	Regular	0.00	66.00	46622
STA1U	STAR 1 MINI MART	05/10/2017	Regular	0.00	891.18	46623
TCM01	TCM INVESTMENTS LP	05/10/2017	Regular	0.00	253.38	46624
T-M00	T-MOBILE	05/10/2017	Regular	0.00	56.15	46625
U.S02	U.S. POST OFFICE	05/10/2017	Regular	0.00	225.00	46626

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
UNIO5	UNITY IT	05/10/2017	Regular	0.00	830.00	46627

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	201	101	0.00	238,221.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-348.53
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	201	107	0.00	237,872.69

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	5/2017	237,872.69
			<u>237,872.69</u>



CITY OF PARLIER

Check Report

By Check Number

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
A-C00	A-C ELECTRIC COMPANY	05/02/2017	Regular	0.00	1,387.95	46504
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
38103	Invoice	04/28/2017	WWTP AERATORS MAINTENANCE	0.00	1,387.95	
	401-5600-7002		PLANT REPAIRS		1,387.95	
AUT01	AUTO ZONE	05/02/2017	Regular	0.00	226.62	46505
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3758255006	Invoice	04/28/2017	UNIT #518 MAINTENANCE	0.00	147.18	
	401-5600-6532		VEHICLE MAINTENANCE		147.18	
3758255190	Credit Memo	04/28/2017	UNIT #518 CREDIT INV. #5006	0.00	-147.18	
	401-5600-6002		PARTS SUPPLIES		-147.18	
3758287956	Invoice	04/28/2017	UNIT #518 SUPPLIES	0.00	32.95	
	401-5600-6002		PARTS SUPPLIES		32.95	
3758288951	Invoice	04/28/2017	WWTP SUPPLIES	0.00	12.38	
	401-5600-6002		PARTS SUPPLIES		12.38	
3758292122	Invoice	04/28/2017	UNIT #511 MAINTENANCE	0.00	11.07	
	400-5600-6532		VEHICLE MAINTENANCE		11.07	
3758310808	Invoice	04/28/2017	UNIT #518 SUPPLIES	0.00	20.84	
	401-5600-6002		PARTS SUPPLIES		20.84	
3758319379	Invoice	04/28/2017	WWTP TOOLS & EQUIPMENT	0.00	56.43	
	401-5600-6004		TOOLS & MINOR EQUIPM		56.43	
3758322109	Invoice	04/28/2017	WWTP TOOLS & EQUIPMENT	0.00	14.32	
	401-5600-6004		TOOLS & MINOR EQUIPM		14.32	
3758343404	Invoice	04/28/2017	UNIT #518 SUPPLIES	0.00	7.34	
	401-5600-6002		PARTS SUPPLIES		7.34	
3758353573	Invoice	04/28/2017	LANDSCAPE SUPPLIES	0.00	4.73	
	213-5600-6002		PARTS SUPPLIES		4.73	
3758359789	Invoice	04/28/2017	UNIT #518 SUPPLIES	0.00	30.85	
	401-5600-6002		PARTS SUPPLIES		30.85	
3758362168	Invoice	04/28/2017	LANDSCAPE SUPPLIES	0.00	22.67	
	213-5600-6002		PARTS SUPPLIES		22.67	
3758368706	Invoice	04/28/2017	UNIT #129 SUPPLIES	0.00	13.04	
	400-5600-6002		PARTS & SUPPLIES		13.04	
CEN19	CENTRAL SANITARY SUPPLY	05/02/2017	Regular	0.00	336.45	46506
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
783157	Invoice	04/28/2017	PARKS TRASH SUPPLIES	0.00	201.87	
	100-5610-6002		PARTS SUPPLIES		201.87	
785838	Invoice	04/28/2017	PARKS TRASH SUPPLIES	0.00	134.58	
	100-5610-6002		PARTS SUPPLIES		134.58	
COM05	COMCAST	05/02/2017	Regular	0.00	247.54	46507

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4/17/17-1851	Invoice	04/28/2017	PW SERVICES 4/22 - 5/21/17	0.00	247.54	
	400-5600-6510		TELEPHONE/DATA/PAGER		247.54	
FAS00	FASTENAL COMPANY	05/02/2017	Regular	0.00	434.34	46508
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CAREE34376	Invoice	04/28/2017	PW SHOP SUPPLIES	0.00	38.78	
	400-5600-6002		PARTS & SUPPLIES		38.78	
CAREE34723	Invoice	04/28/2017	WWTP AERATOR SUPPLIES	0.00	395.56	
	401-5600-6004		TOOLS & MINOR EQUIPM		395.56	
G&K00	G&K SERVICES INC.	05/02/2017	Regular	0.00	456.45	46509
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1258895432	Invoice	04/28/2017	WEEKLY ROUTINE SERVICES	0.00	125.85	
	100-5200-6520		PROFESSIONAL SERVICES/		21.41	
	100-5615-6520		PROFESSIONAL SERVICES/		4.06	
	100-5617-6520		PROFESSIONAL SERVICES		15.04	
	100-5620-6520		PROFESSIONAL SERVICES/		17.19	
	400-5600-6520		PROFESSIONAL SERVICES/		34.08	
	401-5600-6520		PROFESSIONAL SERVICES		34.07	
6258898109	Invoice	04/28/2017	WEEKLY ROUTINE SERVICES	0.00	125.85	
	100-5200-6520		PROFESSIONAL SERVICES/		21.41	
	100-5615-6520		PROFESSIONAL SERVICES/		4.06	
	100-5617-6520		PROFESSIONAL SERVICES		15.04	
	100-5620-6520		PROFESSIONAL SERVICES/		17.19	
	400-5600-6520		PROFESSIONAL SERVICES/		34.08	
	401-5600-6520		PROFESSIONAL SERVICES		34.07	
6258908244	Credit Memo	04/28/2017	CREDIT TO ACCOUNT	0.00	-144.61	
	400-5600-6520		PROFESSIONAL SERVICES/		-144.61	
93911306	Invoice	04/28/2017	PUBLIC WORKS UNIFORMS	0.00	244.19	
	400-5600-6520		PROFESSIONAL SERVICES/		244.19	
93962238	Invoice	04/28/2017	PUBLIC WORKS UNIFORMS	0.00	52.63	
	400-5600-6520		PROFESSIONAL SERVICES/		52.63	
94010854	Invoice	04/28/2017	PUBLIC WORK UNIFORMS	0.00	52.54	
	400-5600-6520		PROFESSIONAL SERVICES/		52.54	
	Void	05/02/2017	Regular	0.00	0.00	46510
KIN01	KINGS RIVER TRACTOR INC.	05/02/2017	Regular	0.00	39.97	46511
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
124618	Invoice	04/28/2017	UNIT #129 & UNIT #107 PARTS	0.00	106.87	
	401-5600-6002		PARTS SUPPLIES		106.87	
124632	Invoice	04/28/2017	UNIT #129 & UNIT #107 PARTS	0.00	70.93	
	401-5600-6002		PARTS SUPPLIES		70.93	
RO73026	Credit Memo	04/28/2017	INV. 124632 & 124618 CREDIT	0.00	-137.83	
	401-5600-6002		PARTS SUPPLIES		-137.83	
NEW02	NEW YORK LIFE INSURANCE	05/02/2017	Regular	0.00	704.14	46512
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
021927560-4-17	Invoice	04/28/2017	LIFE INSURANCE 4-17	0.00	704.14	
	100-22109		NEW YORK LIFE INSURAN		704.14	
P.G01	PACIFIC GAS & ELECTRIC	05/02/2017	Regular	0.00	8,765.92	46513

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3665550754-3-17	Invoice	04/28/2017	STREET LIGHTS 3-17	0.00	8,765.92	
	200-5600-6512		ELECTRICITY		8,765.92	
PAP02	PAPE MACHINERY INC.	05/02/2017	Regular	0.00	1,752.46	46514
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1351334	Invoice	04/28/2017	UNIT #102 MAINTENANCE	0.00	1,752.46	
	400-5600-6532		VEHICLE MAINTENANCE		1,752.46	
QUI02	QUILL CORPORATION	05/02/2017	Regular	0.00	170.05	46515
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4940951	Invoice	04/28/2017	PW SAFETY SUPPLIES	0.00	52.15	
	400-5600-6002		PARTS & SUPPLIES		52.15	
6103253	Invoice	04/28/2017	PW SUPPLIES	0.00	78.77	
	400-5600-6002		PARTS & SUPPLIES		53.87	
	401-5600-6002		PARTS SUPPLIES		24.90	
6103254	Invoice	04/28/2017	PW SUPPLIES	0.00	86.86	
	400-5600-6002		PARTS & SUPPLIES		43.68	
	401-5600-6002		PARTS SUPPLIES		43.18	
6106039	Invoice	04/28/2017	PW OFFICE SUPPLIES	0.00	1.08	
	400-5600-6000		OFFICE SUPPLIES - P.W.		1.08	
6106040	Invoice	04/28/2017	PW OFFICE SUPPLIES	0.00	1.08	
	400-5600-6000		OFFICE SUPPLIES - P.W.		1.08	
6111290	Invoice	04/28/2017	WWTP SUPPLIES	0.00	2.26	
	401-5600-6002		PARTS SUPPLIES		2.26	
763194	Credit Memo	04/28/2017	SAFETY SUPPLIES CR 4940951	0.00	-52.15	
	400-5600-6002		PARTS & SUPPLIES		-52.15	
RAI01	RAIN FOR RENT - FRESNO	05/02/2017	Regular	0.00	3,788.53	46516
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1023910	Invoice	04/28/2017	WWTP REPAIRS	0.00	3,788.53	
	401-5600-6520		PROFESSIONAL SERVICES		3,788.53	
RLB01	REEDLEY LUMBER & BUILDING	05/02/2017	Regular	0.00	41.24	46517
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
131848	Invoice	04/28/2017	SENIOR CENTER SUPPLIES	0.00	41.24	
	100-5615-6002		PARTS SUPPLIES		41.24	
RHO01	RHODES INC.	05/02/2017	Regular	0.00	415.62	46518
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10726	Invoice	04/28/2017	PW SUPPLIES	0.00	73.26	
	401-5600-6002		PARTS SUPPLIES		73.26	
10795	Invoice	04/28/2017	FUEL- RED DIESEL	0.00	342.36	
	401-5600-6011		FUEL		342.36	
SAN1R	SAN JOAQUIN VALLEY AIR	05/02/2017	Regular	0.00	393.00	46519
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
C261495	Invoice	04/28/2017	ANNUAL PERMIT FEES 17/18	0.00	393.00	
	401-5600-6520		PROFESSIONAL SERVICES		393.00	
SIM04	SIMPLOT GROWER SOLUTIONS	05/02/2017	Regular	0.00	2,166.53	46520

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
506097942	Invoice	04/28/2017	WWTP WEED REMOVAL	0.00	2,166.53	
	401-5600-7002		PLANT REPAIRS		2,166.53	
SUN05	SUN LIFE FINANCIAL	05/02/2017	Regular	0.00	1,096.87	46521
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5403644-5-17	Invoice	04/28/2017	SHORT TERM DISABILITY 5-17	0.00	1,096.87	
	100-22106		LIFE, LTD & STD PAYABLE		204.10	
	100-5200-5011		INSURANCE-MED,DEN,VIS		-9.48	
	100-5400-5011		INSURANCE-MED,DEN,VIS		244.54	
	100-5410-5011		INSURANCE-MED, DEN, V		15.96	
	100-5610-5011		INSURANCE-MED,DEN,VIS		10.63	
	100-5617-5011		INSURANCE-MED,DEN,VIS		13.88	
	100-5620-5011		INSURANCE-MED-DEN,VI		13.88	
	100-5700-5011		INSURANCE-MED,DEN,VIS		41.38	
	160-5400-5011		INSURANCE-MED,DEN,VIS		40.98	
	203-5600-5011		INSURANCE-MED,DEN,VIS		15.27	
	206-5600-5011		INSURANCE-MED,DEN,VIS		15.28	
	213-5600-5011		INSURANCE-MED,DEN,VIS		8.81	
	269-6303-5011		INSURANCE-MED,DEN,VIS		269.76	
	400-5200-5011		INSURANCE MED, DEN, VI		-4.85	
	400-5300-5011		INSURANCE- MED, DEN, V		34.04	
	400-5600-5011		INSURANCE- MED, DEN, V		86.65	
	401-5200-5011		INSURANCE-MED,DEN,VIS		-4.85	
	401-5300-5011		INSURANCE-MED,DEN,VIS		34.04	
	401-5600-5011		INSURANCE-MED,DEN,VIS		78.08	
	402-5300-5011		INSURANCE-MED, DEN,VI		17.02	
	602-8100-5011		INSURANCE-MED,DEN,VIS		-28.25	
	Void	05/02/2017	Regular	0.00	0.00	46522
STA1K	SWRCB ACCOUNTING OFFICE	05/02/2017	Regular	0.00	11,267.50	46523
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
LW-1008822	Invoice	04/28/2017	ANNUAL PERMIT FEES 16/17	0.00	11,267.50	
	400-5600-6583		REGULATORY FEES		11,267.50	
ABI10	ABILITY ANSWERING SERV.	05/04/2017	Regular	0.00	110.08	46524
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5/4/17	Invoice	05/04/2017	PW PHONE SERVICES 5-17	0.00	110.08	
	400-5600-6510		TELEPHONE/DATA/PAGER		110.08	
ADP00	ADP, INC.	05/04/2017	Regular	0.00	804.47	46525

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
492240577	Invoice	05/04/2017	PAYROLL PROCESS 4/14/17	0.00	804.47	
100-5200-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	15.18			
100-5400-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	182.14			
100-5410-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	15.18			
100-5610-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	15.18			
100-5617-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS 4/14/17	45.54			
100-5620-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	45.54			
100-5700-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	30.36			
203-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	15.18			
206-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	15.18			
213-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	15.18			
269-6303-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	227.65			
400-5300-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	30.36			
400-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	45.54			
401-5300-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS 4/14/17	30.36			
401-5600-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS 4/14/17	30.36			
402-5300-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS 4/14/17	30.36			
602-8100-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/14/17	15.18			
	Void	05/04/2017	Regular	0.00	0.00	46526
AHE01	AHERN RENTALS, INC	05/04/2017	Regular	0.00	1,636.95	46527
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
17450363-1	Invoice	05/04/2017	UNIT #501 MAINTENANCE	0.00	1,636.95	
400-5600-6532	VEHICLE MAINTENANCE	UNIT #501 MAINTENANCE	1,636.95			
ALT01	ALTA MONTCLAIR/EBSA	05/04/2017	Regular	0.00	100.00	46528
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4/15-4/28/17	Invoice	05/04/2017	457 DEFERRED COMP PR 5/04/17	0.00	100.00	
100-22210	457 DEFERRED COMPENS	457 DEFERRED COMP PR 5/04/1	100.00			
AUT01	AUTO ZONE	05/04/2017	Regular	0.00	172.30	46529
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
3758365117	Invoice	05/04/2017	WWTP SUPPLIES & UNIT 501	0.00	49.78	
400-5600-6532	VEHICLE MAINTENANCE	WWTP SUPPLIES & UNIT 501	24.89			
401-5600-6002	PARTS SUPPLIES	WWTP SUPPLIES & UNIT 501	24.89			
3758365402	Invoice	05/04/2017	UNIT #519 SUPPLIES & MAINT.	0.00	37.95	
400-5600-6002	PARTS & SUPPLIES	UNIT #519 SUPPLIES & MAINT.	37.95			
3758365582	Invoice	05/04/2017	UNIT #519 SUPPLIES & MAINT.	0.00	13.15	
400-5600-6002	PARTS & SUPPLIES	UNIT #519 SUPPLIES & MAINT.	13.15			
3758366025	Invoice	05/04/2017	PW SUPPLIES	0.00	5.54	
400-5600-6002	PARTS & SUPPLIES	PW SUPPLIES	5.54			
3758367899	Invoice	05/04/2017	UNIT 513 & UNIT 525 MAINT.	0.00	36.56	
400-5600-6532	VEHICLE MAINTENANCE	UNIT 513 & UNIT 525 MAINT.	36.56			
3758371999	Invoice	05/04/2017	UNIT #527 SUPPLIES	0.00	29.32	
400-5600-6002	PARTS & SUPPLIES	UNIT #527 SUPPLIES	29.32			
BAR06	BARCELLOS, DANNY	05/04/2017	Regular	0.00	640.00	46530
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
MAY 15-19	Invoice	05/03/2017	FTO TRAINING	0.00	640.00	
100-5400-6503	TRAVEL, MEETINGS & TR	FTO TRAINING	640.00			
BIG01	BIG VAL'S AUTO PARTS, INC	05/04/2017	Regular	0.00	66.55	46531

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
730793	Invoice	05/04/2017	UNIT #107 MAINTENANCE	0.00	66.55	
	400-5600-6532		VEHICLE MAINTENANCE		66.55	
BRE14	BRENNTAG PACIFIC, INC.	05/04/2017	Regular	0.00	977.06	46532
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
BPI725214	Invoice	05/04/2017	SWIMMING POOL CHLORINE	0.00	977.06	
	100-5616-6002		PARTS SUPPLIES		977.06	
CEN02	CENTRAL VALLEY LOCK	05/04/2017	Regular	0.00	157.57	46533
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
50139	Invoice	05/04/2017	UNIT # 528 SUPPLIES	0.00	157.57	
	400-5600-6002		PARTS & SUPPLIES		157.57	
CEN13	CENTRAL VALLEY SWEEPING	05/04/2017	Regular	0.00	5,050.00	46534
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
200971	Invoice	05/04/2017	SWEEPING SERVICES 4-17	0.00	5,050.00	
	200-5600-6520		PROFESSIONAL SERVICES/ SWEEPING SERVICES 4-17		5,050.00	
COR11	CORTEZ TIRES	05/04/2017	Regular	0.00	45.00	46535
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4/4/17	Invoice	05/04/2017	UNIT #129 MAINTENANCE	0.00	45.00	
	400-5600-6532		VEHICLE MAINTENANCE		45.00	
DIA11	DIAMOND COMMUNICATIONS	05/04/2017	Regular	0.00	1,085.00	46536
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
209221	Invoice	05/04/2017	CITY HALL SERVICES 5-17	0.00	240.00	
	100-5200-6520		PROFESSIONAL SERVICES/ CITY HALL SERVICES 5-17		40.00	
	100-5617-6520		PROFESSIONAL SERVICES CITY HALL SERVICES 5-17		40.00	
	100-5620-6520		PROFESSIONAL SERVICES/ CITY HALL SERVICES 5-17		40.00	
	100-5700-6520		PROFESSIONAL SERVICES/ CITY HALL SERVICES 5-17		40.00	
	400-5300-6520		PROFESSIONAL SERVICES/ CITY HALL SERVICES 5-17		40.00	
	401-5300-6520		PROFESSIONAL SERVICES CITY HALL SERVICES 5-17		40.00	
209222	Invoice	05/04/2017	741 TULARE ALARM 5-17	0.00	80.00	
	100-5620-6520		PROFESSIONAL SERVICES/ 741 TULARE ALARM 5-17		80.00	
209223	Invoice	05/04/2017	690 NEWMARK ALARM 5-17	0.00	170.00	
	100-5615-6542		CONTRACT SERVICES 690 NEWMARK ALARM 5-17		170.00	
209224	Invoice	05/04/2017	580 TULARE ALARM 5-17	0.00	160.00	
	100-5620-6520		PROFESSIONAL SERVICES/ 580 TULARE ALARM 5-17		160.00	
209225	Invoice	05/04/2017	8000 MENDOCINO ALARM 5-17	0.00	90.00	
	269-6303-6542		CONTRACT SERVICES 8000 MENDOCINO ALARM 5-17		90.00	
209226	Invoice	05/04/2017	745 TULARE ALARM 5-17	0.00	170.00	
	100-5618-6542		CONTRACT SERVICES 745 TULARE ALARM 5-17		170.00	
209227	Invoice	05/04/2017	POOL ALARM 5-17	0.00	80.00	
	100-5616-6520		PROFESSIONAL SERVICES POOL ALARM 5-17		80.00	
209228	Invoice	05/04/2017	POOL EQUIP. ALARM 5-17	0.00	35.00	
	100-5616-6520		PROFESSIONAL SERVICES POOL EQUIP. ALARM 5-17		35.00	
24058	Invoice	05/04/2017	CITY HALL SERVICES 4-17	0.00	60.00	
	100-5200-6520		PROFESSIONAL SERVICES/ CITY HALL SERVICES 4-17		10.00	
	100-5617-6520		PROFESSIONAL SERVICES CITY HALL SERVICES 4-17		10.00	
	100-5620-6520		PROFESSIONAL SERVICES/ CITY HALL SERVICES 4-17		10.00	
	100-5700-6520		PROFESSIONAL SERVICES/ CITY HALL SERVICES 4-17		10.00	

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	400-5300-6520	PROFESSIONAL SERVICES/	CITY HALL SERVICES 4-17	10.00		
	401-5300-6520	PROFESSIONAL SERVICES	CITY HALL SERVICES 4-17	10.00		
	Void	05/04/2017	Regular	0.00	0.00	46537
GRO01	FERGUSON ENTERPRISES INC.	05/04/2017	Regular	0.00	87.60	46538
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1259045	Invoice	05/04/2017	WATER METER SUPPLIES	0.00	87.60	
	400-5600-6002		PARTS & SUPPLIES		87.60	
HAA01	HAAKER EQUIPMENT COMPANY	05/04/2017	Regular	0.00	169.20	46539
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
C30825	Invoice	05/04/2017	UNIT #522 EQUIPMENT	0.00	473.67	
	401-5600-6004		TOOLS & MINOR EQUIPM		473.67	
W42665A	Credit Memo	05/04/2017	CREDIT MEMO FOR INV. C30825	0.00	-304.47	
	401-5600-6004		TOOLS & MINOR EQUIPM		-304.47	
JEF03	JEFF MARK SCHILL	05/04/2017	Regular	0.00	1,560.00	46540
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1	Invoice	05/04/2017	ACCOUNTING SERVICES 4-17	0.00	1,560.00	
	100-5300-6520		PROFESSIONAL SERVICES/		234.00	
	400-5300-6520		PROFESSIONAL SERVICES/		390.00	
	401-5300-6520		PROFESSIONAL SERVICES		390.00	
	402-5300-6520		PROFESSIONAL SERVICES		156.00	
	602-8100-6520		PROFESSIONAL SERVICES/		390.00	
JEN04	JENSEN AND PILEGARD #5	05/04/2017	Regular	0.00	86.21	46541
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
434306	Invoice	05/04/2017	UNIT #108 SUPPLIES	0.00	86.21	
	401-5600-6002		PARTS SUPPLIES		86.21	
LEE01	LEE'S SERVICE	05/04/2017	Regular	0.00	261.74	46542
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1019545	Invoice	05/04/2017	UNIT # 114 MAINTENANCE	0.00	261.74	
	400-5600-6532		VEHICLE MAINTENANCE		261.74	
P.G01	PACIFIC GAS & ELECTRIC	05/04/2017	Regular	0.00	523.03	46543
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
16206-4-17	Invoice	05/04/2017	741 TULARE ST P.W.	0.00	12.60	
	100-5620-6512		ELECTRICITY		12.60	
31793-4-17	Invoice	05/04/2017	8495 BELLA VISTA	0.00	10.51	
	200-5600-6512		ELECTRICITY		10.51	
51134-4-17	Invoice	05/04/2017	8638 MADSEN	0.00	44.66	
	200-5600-6512		ELECTRICITY		44.66	
65206-4-17	Invoice	05/04/2017	741 TULARE ST	0.00	39.02	
	100-5620-6512		ELECTRICITY		39.02	
80272-4-17	Invoice	05/04/2017	745 TULARE ST	0.00	363.32	
	100-5618-6512		ELECTRICITY		363.32	
96580-4-17	Invoice	05/04/2017	558 J ST	0.00	52.92	
	200-5600-6512		ELECTRICITY		52.92	
PAY01	PAY PLUS BENEFITS, INC.	05/04/2017	Regular	0.00	107.00	46544

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
12774	Invoice	05/04/2017	CALPERS REPORTING 5-17	0.00	107.00	
100-5200-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.91			
100-5400-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.92			
100-5620-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.92			
100-5700-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.92			
204-5600-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.92			
206-5600-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.92			
213-5600-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.92			
400-5300-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.91			
400-5600-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.91			
401-5300-6520	PROFESSIONAL SERVICES	CALPERS REPORTING 5-17	8.91			
401-5600-6520	PROFESSIONAL SERVICES	CALPERS REPORTING 5-17	8.92			
602-8100-6520	PROFESSIONAL SERVICES/	CALPERS REPORTING 5-17	8.92			
PIO01	PIONEER EQUIPMENT CO.	05/04/2017	Regular	0.00	576.85	46545
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
AP46190	Invoice	05/04/2017	UNIT #129 MAINTENANCE	0.00	273.74	
400-5600-6532	VEHICLE MAINTENANCE	UNIT #129 MAINTENANCE	273.74			
AP46312	Invoice	05/04/2017	UNIT #129 MAINTENANCE	0.00	303.11	
400-5600-6532	VEHICLE MAINTENANCE	UNIT #129 MAINTENANCE	303.11			
RLB01	REEDLEY LUMBER & BUILDING	05/04/2017	Regular	0.00	471.33	46546
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
127271	Invoice	05/04/2017	PW WATER SUPPLIES	0.00	58.91	
400-5600-6002	PARTS & SUPPLIES	PW WATER SUPPLIES	58.91			
131811	Invoice	05/04/2017	WWTP REPAIRS	0.00	386.09	
401-5600-7002	PLANT REPAIRS	WWTP REPAIRS	386.09			
132502	Invoice	05/04/2017	SPRING RUN BANNER	0.00	26.33	
100-5615-6002	PARTS SUPPLIES	SPRING RUN BANNER	26.33			
T&J00	T & J ARCO STATION	05/04/2017	Regular	0.00	1,459.74	46547
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
MARCH 17	Invoice	05/04/2017	P.W. FUEL 3-17	0.00	1,459.74	
400-5600-6011	FUEL	P.W. FUEL 3-17	729.87			
401-5600-6011	FUEL	P.W. FUEL 3-17	729.87			
TOW02	TOWNSEND PUBLIC AFFAIRS, INC.	05/04/2017	Regular	0.00	2,500.00	46548
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
12849	Invoice	05/04/2017	GRANT SERVICES 4-17	0.00	2,500.00	
100-5200-6520	PROFESSIONAL SERVICES/	GRANT SERVICES 4-17	2,500.00			
YAM01	YAMABE & HORN ENGINEERING INC.	05/04/2017	Regular	0.00	30,755.19	46549
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
37351	Invoice	05/04/2017	UNDERGROUND UTILITY DIST.	0.00	348.75	
200-5600-6519	ENGINEERING FEES	UNDERGROUND UTILITY DIST.	348.75			
37352	Invoice	05/04/2017	ATP GRANT APPLICATION	0.00	277.00	
100-5600-6519	ENGINEERING FEES	ATP GRANT APPLICATION	277.00			
37354	Invoice	05/04/2017	PW ACCOUNT	0.00	470.00	
100-5600-6519	ENGINEERING FEES	PW ACCOUNT	470.00			
37356	Invoice	05/04/2017	PW WATER ACCOUNT	0.00	911.25	
400-5600-6519	ENGINEERING FEES	PW WATER ACCOUNT	911.25			

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
37358	Invoice	05/04/2017	MANNING AVE SRTS	0.00	3,651.25	
	223-5600-7023		MANNING CURB, GUTTER		3,651.25	
37360	Invoice	05/04/2017	ENCROACHMENT PERMITS	0.00	171.25	
	100-5600-6519		ENGINEERING FEES		171.25	
37361	Invoice	05/04/2017	SWRCB WWTP GRANT	0.00	16,370.00	
	309-5600-6519		ENGINEERING FEES		16,370.00	
37364	Invoice	05/04/2017	CMAQ ALLEY IMPROVEMENTS	0.00	5,605.69	
	204-5600-7019		CMAQ ALLEY IMPROV PR		5,605.69	
37365	Invoice	05/04/2017	SPEED BUMPS	0.00	350.00	
	100-5600-6519		ENGINEERING FEES		350.00	
37369	Invoice	05/04/2017	MILTON LIFT STATION	0.00	315.00	
	401-5600-6519		ENGINEERING FEES		315.00	
37370	Invoice	05/04/2017	ENCROACHMENT PERMITS	0.00	240.00	
	100-5600-6519		ENGINEERING FEES		240.00	
37371	Invoice	05/04/2017	MANNING & ZEDIKER INTERSECTION	0.00	2,045.00	
	204-5600-7021		MANNING AVE/ZEDIKER		2,045.00	
ADT01	ADT SECURITY SERVICES	05/10/2017	Regular	0.00	-348.53	46568
ADT01	ADT SECURITY SERVICES	05/10/2017	Regular	0.00	348.53	46568
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
401966975-5/16/	Invoice	05/05/2017	WWTP SERVICES 5/14-6/13/17	0.00	348.53	
	401-5600-6520		PROFESSIONAL SERVICES		348.53	
AFL00	AFLAC	05/10/2017	Regular	0.00	1,125.00	46569
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
123662	Invoice	05/05/2017	VOLUNTARY INSURANCE 4-17	0.00	1,125.00	
	100-22106		LIFE, LTD & STD PAYABLE		1,125.00	
AT&09	AT&T	05/10/2017	Regular	0.00	534.28	46570
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9553793	Invoice	05/08/2017	PHONE SERVICES 3/13-4/12/17	0.00	456.17	
	100-5200-6510		TELEPHONE/DATA/PAGER		1.31	
	100-5400-6510		TELEPHONE/DATA/PAGER		278.92	
	400-5300-6510		TELEPHONE/DATA & PAG		19.72	
	400-5600-6510		TELEPHONE/DATA/PAGER		76.72	
	401-5600-6510		TELEPHONE/DATA/PAGER		79.50	
9554140	Invoice	05/08/2017	SR. CENTER SERVICES 3/13-4/12/17	0.00	78.11	
	100-5615-6510		TELEPHONE/DATA/PAGER		78.11	
AUT01	AUTO ZONE	05/10/2017	Regular	0.00	215.94	46571
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
3758292804	Invoice	05/04/2017	DI AERO	0.00	33.05	
	100-5400-6532		VEHICLE MAINTENANCE		33.05	
3758302656	Invoice	05/04/2017	WIPERS BLADES	0.00	28.86	
	100-5400-6532		VEHICLE MAINTENANCE		28.86	
3758302659	Invoice	05/04/2017	WIPERS BLADES	0.00	28.86	
	100-5400-6532		VEHICLE MAINTENANCE		28.86	
3758353703	Invoice	05/04/2017	DODGE BLOWER MRT	0.00	69.47	
	100-5400-6532		VEHICLE MAINTENANCE		69.47	
3758372252	Invoice	05/05/2017	UNIT # 520 SUPPLIES	0.00	5.55	
	400-5600-6002		PARTS & SUPPLIES		5.55	
3758372482	Invoice	05/05/2017	UNIT # 520 SUPPLIES	0.00	50.15	

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	400-5600-6002	PARTS & SUPPLIES	UNIT # 520 SUPPLIES		50.15	
BAN01	BANKCARD CENTER	05/10/2017	Regular	0.00	3,260.98	46572
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0040-5419-4-17	Invoice	05/08/2017	CREDIT CARD EXPENSES 4-17	0.00	2,802.08	
100-5100-6503			TRAVEL, MEETINGS & TR		690.22	
100-5100-6503			TRAVEL, MEETINGS & TR		690.22	
100-5100-6503			TRAVEL, MEETINGS & TR		299.60	
100-5200-6530			RECRUITMENT & ADVERT		370.50	
100-5400-6000			OFFICE SUPPLIES		231.23	
400-5300-6510			TELEPHONE/DATA & PAG		9.98	
401-5300-6510			TELEPHONE/ DATA/PAGE		9.97	
401-5600-6503			TRAVEL, MEETINGS & TR		500.36	
0062-3854-4-17	Invoice	05/09/2017	PW CREDIT CARD EXPENSES 4-17	0.00	458.90	
400-5600-6532			VEHICLE MAINTENANCE		75.59	
401-5600-6002			PARTS SUPPLIES		32.46	
401-5600-6002			PARTS SUPPLIES		72.92	
401-5600-6002			PARTS SUPPLIES		277.93	
CIT25	CITY OF KERMAN	05/10/2017	Regular	0.00	125.00	46573
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
MAY 31-JUN 25	Invoice	05/09/2017	TAZER TRAINING	0.00	125.00	
100-5400-6503			TRAVEL, MEETINGS & TR		125.00	
COM05	COMCAST	05/10/2017	Regular	0.00	475.63	46574
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4/26/17-1792	Invoice	05/08/2017	CITY HALL PHONE SERVICES 5-17	0.00	475.63	
100-5200-6510			TELEPHONE/DATA/PAGER		95.12	
100-5620-6510			TELEPHONE/DATA/PAGER		95.13	
100-5700-6510			TELEPHONE/DATA/PAGER		95.12	
400-5300-6510			TELEPHONE/DATA & PAG		95.13	
401-5300-6510			TELEPHONE/ DATA/PAGE		95.13	
GRO01	FERGUSON ENTERPRISES INC.	05/10/2017	Regular	0.00	184.88	46575
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1266996	Invoice	05/05/2017	WATER METER EQUIPMENT	0.00	184.88	
400-5600-6004			TOOLS & MINOR EQUIPM		184.88	
FCT04	FRESNO COUNTY AUDITOR-CON	05/10/2017	Regular	0.00	50.00	46576
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4/11/17	Invoice	05/04/2017	PD PARKING CITE FEES	0.00	50.00	
100-5400-6542			CONTRACT SERVICES		50.00	
G&K00	G&K SERVICES INC.	05/10/2017	Regular	0.00	125.85	46577
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
6258100826	Invoice	05/05/2017	WEEKLY ROUTINE SERVICES	0.00	125.85	
100-5200-6520			PROFESSIONAL SERVICES/		21.41	
100-5615-6520			PROFESSIONAL SERVICES/		4.06	
100-5617-6520			PROFESSIONAL SERVICES		15.04	
100-5620-6520			PROFESSIONAL SERVICES/		17.19	
400-5600-6520			PROFESSIONAL SERVICES/		34.08	
401-5600-6520			PROFESSIONAL SERVICES		34.07	
G&R00	G&R FEED & FARM SUPPLIES	05/10/2017	Regular	0.00	139.70	46578

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12590	Invoice	05/04/2017	ANIMAL CONTROL SUPPLIES	0.00	139.70	
	100-5410-6002		PARTS SUPPLIES		139.70	
MIC02	GREEN AND CLEAN LANDSCAPING	05/10/2017	Regular	0.00	350.00	46579
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2564	Invoice	05/05/2017	PRESCHOOL LAWN SERVICE 4-17	0.00	350.00	
	269-6303-6542		CONTRACT SERVICES		350.00	
HDL01	HDL COREN & CONE	05/10/2017	Regular	0.00	2,025.00	46580
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0023973-IN	Invoice	05/08/2017	PROPERTY TAX SERVICES 2QT.	0.00	2,025.00	
	100-5300-6542		CONTRACT SERVICES		1,012.50	
	602-8100-6542		CONTRACT SERVICES		1,012.50	
HEA01	HEALTHWISE SERVICES, LLC	05/10/2017	Regular	0.00	400.00	46581
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0000020124	Invoice	05/08/2017	SHARP KIOSK CONTAINERS 4-17	0.00	400.00	
	100-5200-6520		PROFESSIONAL SERVICES/		200.00	
	100-5615-6520		PROFESSIONAL SERVICES/		200.00	
INT14	INTERSTATE GAS SERVICES, INC.	05/10/2017	Regular	0.00	1,425.00	46582
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7021369	Invoice	05/08/2017	CONSULTING SERVICES FEB-APR	0.00	1,425.00	
	400-5300-6520		PROFESSIONAL SERVICES/		300.00	
	402-5300-6520		PROFESSIONAL SERVICES		1,125.00	
LAW01	LAW & ASSOCIATES INVESTIGATIONS	05/10/2017	Regular	0.00	600.00	46583
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1425	Invoice	05/04/2017	OFFICER BACKGROUND	0.00	600.00	
	100-5400-6520		PROFESSIONAL SERVICES/		600.00	
MEN18	MENDOCINO AUTO SALES & RE	05/10/2017	Regular	0.00	25.00	46584
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
26673	Invoice	05/04/2017	TIRE PLUG SERVICE	0.00	25.00	
	100-5400-6532		VEHICLE MAINTENANCE		25.00	
PER06	PAC AUTO SALES	05/10/2017	Regular	0.00	31.44	46585
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
18464	Invoice	05/04/2017	A/C REPLACE BLOW FUSE	0.00	31.44	
	100-5400-6532		VEHICLE MAINTENANCE		31.44	
PAR1U	PARLIER UNIFIED	05/10/2017	Regular	0.00	2,059.42	46586
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
170042	Invoice	05/04/2017	P.D. FUEL SERVICE 3-17	0.00	2,059.42	
	100-5400-6011		FUEL		2,059.42	
RHO01	RHODES INC.	05/10/2017	Regular	0.00	959.30	46587

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
11139	Invoice	05/05/2017	FUEL RED DIESEL	0.00	959.30	
	401-5600-6011	FUEL	FUEL RED DIESEL		959.30	
SOU07	SOUTH COUNTY VETERINARY H	05/10/2017	Regular	0.00	66.00	46588
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
24816	Invoice	05/04/2017	2 EUTHANIZED DOGS	0.00	66.00	
	100-5410-6021	ANIMAL DISPOSAL	2 EUTHANIZED DOGS		66.00	
SPA00	SPARKLETTTS	05/10/2017	Regular	0.00	166.53	46589
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
40817	Invoice	05/05/2017	PRESCHOOL WATER SERVICE 4-17	0.00	166.53	
	269-6303-6542	CONTRACT SERVICES	PRESCHOOL WATER SERVICE 4-1		166.53	
SYS00	SYSO OF CENTRAL CALIFORN	05/10/2017	Regular	0.00	1,311.28	46590
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
184153846	Invoice	05/05/2017	PRESCHOOL MEAL SUPPLIES	0.00	612.67	
	269-6303-6504	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		612.67	
184158387	Invoice	05/05/2017	PRESCHOOL MEAL SUPPLIES	0.00	51.08	
	269-6303-6504	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		51.08	
184163315	Invoice	05/05/2017	PRESCHOOL MEAL SUPPLIES	0.00	647.53	
	269-6303-6504	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		647.53	
TER01	TERMINIX PROCESSING CTR.	05/10/2017	Regular	0.00	86.00	46591
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
363006459	Invoice	05/09/2017	CLOSING BILL FIRE DEPT.	0.00	47.00	
	100-5100-6520	PROFESSIONAL SERVICES/	CLOSING BILL FIRE DEPT.		47.00	
364713966	Invoice	05/08/2017	745 TULARE SERVICES 4-17	0.00	39.00	
	100-5618-6520	PROFESSIONAL SERVICES	745 TULARE SERVICES 4-17		39.00	
UNI05	UNITY IT	05/10/2017	Regular	0.00	4,256.50	46592
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
21653	Invoice	05/04/2017	HARDWARE RECOVERY	0.00	4,256.50	
	100-5400-6520	PROFESSIONAL SERVICES/	HARDWARE RECOVERY		4,256.50	
USM01	U-SAVE MARKET	05/10/2017	Regular	0.00	535.06	46593
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
04/24/17	Invoice	05/05/2017	SENIOR CENTER SUPPLIES	0.00	32.87	
	100-5615-6504	FOOD SERVICES	SENIOR CENTER SUPPLIES		32.87	
04/5/17	Invoice	05/05/2017	RECREATION SUPPLIES	0.00	6.89	
	100-5620-6002	PARTS SUPPLIES	RECREATION SUPPLIES		6.89	
4/14/17	Invoice	05/05/2017	SENIOR CENTER SUPPLIES	0.00	12.99	
	100-5615-6504	FOOD SERVICES	SENIOR CENTER SUPPLIES		12.99	
4/26/17	Invoice	05/05/2017	PRESCHOOL MEAL SUPPLIES	0.00	87.93	
	269-6303-6504	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		87.93	
5/1/17	Invoice	05/05/2017	PRESCHOOL MEAL SUPPLIES	0.00	59.62	
	269-6303-6504	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		59.62	
5/2/17	Invoice	05/05/2017	PRESCHOOL MEAL SUPPLIES	0.00	109.71	
	269-6303-6504	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		109.71	
5/3/17	Invoice	05/05/2017	PRESCHOOL MEAL SUPPLIES	0.00	119.17	

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	269-6303-6504	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		119.17	
5/4/17	Invoice	05/05/2017	SENIOR CENTER SUPPLIES	0.00	7.96	
	100-5615-6504	FOOD SERVICES	SENIOR CENTER SUPPLIES		7.96	
5/5/17	Invoice	05/05/2017	PRESCHOOL MEAL SUPPLIES	0.00	84.50	
	269-6303-6504	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		84.50	
5-5-17	Invoice	05/05/2017	PRESCHOOL MEAL SUPPLIES	0.00	13.42	
	269-6303-6504	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		13.42	
EOC01	EOC - FOOD PREPARATION CENTER	05/10/2017	Regular	0.00	1,851.77	46594
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
33515	Invoice	05/10/2017	SENIOR CENTER MEALS 4-17	0.00	1,851.77	
	100-5615-6504	FOOD SERVICES	SENIOR CENTER MEALS 4-17		1,851.77	
AT&02	A T & T MOBILITY	05/10/2017	Regular	0.00	336.00	46595
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
X04272017	Invoice	05/10/2017	MDT AIR CARDS	0.00	336.00	
	100-5400-6510	TELEPHONE/DATA/PAGER	MDT AIR CARDS		336.00	
ADP00	ADP, INC.	05/10/2017	Regular	0.00	365.92	46596
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
492889481	Invoice	05/10/2017	PAYROLL PROCESS 4/28/17	0.00	365.92	
	100-5200-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		7.32	
	100-5400-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		80.50	
	100-5410-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		7.32	
	100-5610-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		7.32	
	100-5617-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS 4/28/17		14.64	
	100-5620-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		14.64	
	100-5700-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		14.64	
	203-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		7.32	
	206-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		7.32	
	213-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		7.32	
	269-6303-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		109.74	
	400-5300-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		14.64	
	400-5600-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		21.96	
	401-5300-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS 4/28/17		14.64	
	401-5600-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS 4/28/17		14.64	
	402-5300-6520	PROFESSIONAL SERVICES	PAYROLL PROCESS 4/28/17		14.64	
	602-8100-6520	PROFESSIONAL SERVICES/	PAYROLL PROCESS 4/28/17		7.32	
	Void	05/10/2017	Regular	0.00	0.00	46597
ADT01	ADT SECURITY SERVICES	05/10/2017	Regular	0.00	533.30	46598
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
401559711-5/20/	Invoice	05/10/2017	PW SERVICES 5/18-6/17/17	0.00	360.33	
	400-5600-6520	PROFESSIONAL SERVICES/	PW SERVICES 5/18-6/17/17		360.33	
401966975-5-17	Invoice	05/10/2017	WWTP SERVICES 5/14/-6/13/17	0.00	172.97	
	401-5600-6520	PROFESSIONAL SERVICES	WWTP SERVICES 5/14/-6/13/17		172.97	
ALLO3	ALL WIRE ELECTRIC, INC.	05/10/2017	Regular	0.00	135.00	46599
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1106	Invoice	05/10/2017	SERVICE FOR GENERATOR	0.00	135.00	
	100-5400-6520	PROFESSIONAL SERVICES/	SERVICE FOR GENERATOR		135.00	
AT&09	AT&T	05/10/2017	Regular	0.00	18.36	46600

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
000009554139	Invoice	05/10/2017	WELL 2A SERVICE 3/13-4/12/17	0.00	18.36	
	400-5600-6510		TELEPHONE/DATA/PAGER		18.36	
AUT04	AUTOMATED OFFICE SYSTEMS	05/10/2017	Regular	0.00	316.99	46601
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
SDIN354954	Invoice	05/10/2017	FOLDING MACHINE SERVICES	0.00	316.99	
	400-5300-6520		PROFESSIONAL SERVICES/		105.66	
	401-5300-6520		PROFESSIONAL SERVICES		105.66	
	402-5300-6520		PROFESSIONAL SERVICES		105.67	
BEL05	BELKNAP PUMP CO INC.	05/10/2017	Regular	0.00	19,114.00	46602
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
27634	Invoice	05/10/2017	WELL 4 ABANDON SEAL & CAP	0.00	19,114.00	
	400-5600-6531		REPAIRS & MAINTENANC		19,114.00	
BOG01	BOGIE'S PUMP SYSTEMS	05/10/2017	Regular	0.00	432.13	46603
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
11043	Invoice	05/10/2017	WWTP EQUIPMENT	0.00	432.13	
	401-5600-6004		TOOLS & MINOR EQUIPM		432.13	
BRE14	BRENNTAG PACIFIC, INC.	05/10/2017	Regular	0.00	1,089.75	46604
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
BPI726575	Invoice	05/10/2017	CHLORINE WELL 9A	0.00	511.85	
	400-5600-6002		PARTS & SUPPLIES		511.85	
BPI726576	Invoice	05/10/2017	CHLORINE WELL 2A	0.00	247.67	
	400-5600-6002		PARTS & SUPPLIES		247.67	
BPI726577	Invoice	05/10/2017	CHLORINE WELL 7	0.00	330.23	
	400-5600-6002		PARTS & SUPPLIES		330.23	
CAL1Y	CALIFORNIA WATER SERVICES INC.	05/10/2017	Regular	0.00	21,411.31	46605
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0034149-IN	Invoice	05/10/2017	MONTHLY SERVICE 4-17	0.00	21,006.31	
	400-5600-6011		FUEL		30.00	
	400-5600-6542		CONTRACT SERVICES		5,796.04	
	400-5600-6544		LAB ANALYSIS & TESTING		3,820.00	
	401-5600-6002		PARTS SUPPLIES		22.45	
	401-5600-6542		CONTRACT SERVICES		9,645.82	
	401-5600-6544		LAB ANALYSIS & TESTING		1,692.00	
0034408-IN	Invoice	05/10/2017	INDUSTRIAL LIFT STATION REPAIR	0.00	405.00	
	400-5600-6520		PROFESSIONAL SERVICES/		405.00	
CEN19	CENTRAL SANITARY SUPPLY	05/10/2017	Regular	0.00	93.16	46606
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
788253	Invoice	05/10/2017	PD DISINFECTING WIPES	0.00	93.16	
	100-5400-6002		PARTS SUPPLIES		93.16	
COO01	COOK'S COMMUNICATIONS	05/10/2017	Regular	0.00	313.89	46607
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
132727	Invoice	05/10/2017	REPLACE LIGHTBAR	0.00	313.89	
	100-5400-6532		VEHICLE MAINTENANCE		313.89	

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
COR03	CORELOGIC SOLUTIONS, LLC	05/10/2017	Regular	0.00	125.00	46608
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
81798541	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	05/10/2017	AERIAL MAPS 4-17	0.00	125.00	
	100-5700-6520		PROFESSIONAL SERVICES/		125.00	
			AERIAL MAPS 4-17			
COU05	COUNTRY TIRE & WHEEL, INC.	05/10/2017	Regular	0.00	405.69	46609
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
3069037	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	05/10/2017	TIRES FOR PD UNIT	0.00	405.69	
	100-5400-6005		SAFETY EQUIPMENT		405.69	
			TIRES FOR PD UNIT			
EIN01	EINERSON'S PREPRESS	05/10/2017	Regular	0.00	593.09	46610
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
15994	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	05/10/2017	LEAVE REQUEST FORMS	0.00	593.09	
	100-5200-6000		OFFICE SUPPLIES		98.84	
	100-5300-6000		OFFICE SUPPLIES		98.85	
	100-5610-6002		PARTS SUPPLIES		98.85	
	100-5620-6002		PARTS SUPPLIES		98.85	
	269-6303-6000		OFFICE SUPPLIES		98.85	
	400-5600-6000		OFFICE SUPPLIES - P.W.		98.85	
EF100	ENFINITY CENTRAL	05/10/2017	Regular	0.00	10,302.22	46611
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
200100013736	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	05/10/2017	WWTP ELECTRICITY 4-17	0.00	10,302.22	
	401-5600-6512		ELECTRICITY		10,302.22	
			WWTP ELECTRICITY 4-17			
FAS00	FASTENAL COMPANY	05/10/2017	Regular	0.00	28.67	46612
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
CAREE34946	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	05/10/2017	PW SHOP SUPPLIES	0.00	18.65	
	400-5600-6002		PARTS & SUPPLIES		18.65	
CAREE35052	Invoice	05/10/2017	PW SHOP SUPPLIES	0.00	10.02	
	401-5600-6002		PARTS SUPPLIES		10.02	
			PW SHOP SUPPLIES			
GRO01	FERGUSON ENTERPRISES INC.	05/10/2017	Regular	0.00	436.95	46613
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
1253095	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	05/10/2017	WATER LEAK SUPPLIES	0.00	436.95	
	400-5600-6002		PARTS & SUPPLIES		436.95	
			WATER LEAK SUPPLIES			
HEA01	HEALTHWISE SERVICES, LLC	05/10/2017	Regular	0.00	400.00	46614
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
0000016612	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	12/19/2016	SHARPS CONTAINERS 11-16	0.00	400.00	
	100-5200-6520		PROFESSIONAL SERVICES/		200.00	
	100-5615-6520		PROFESSIONAL SERVICES/		200.00	
			SHARPS CONTAINERS 11-16			
JUD10	JUDICIAL DATA SYSTEMS COR	05/10/2017	Regular	0.00	25.00	46615
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
6620	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	05/10/2017	PARKING CITATIONS 3-17	0.00	25.00	
	100-5400-6542		CONTRACT SERVICES		25.00	
			PARKING CITES			
MAN01	MANFREDI, RON	05/10/2017	Regular	0.00	231.91	46616

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
MARCH 15- MAY	Invoice	05/10/2017	REIMBURSABLE EXPENSES	0.00	231.91	
	100-5200-6520		PROFESSIONAL SERVICES/		12.00	
	100-5200-6520		PROFESSIONAL SERVICES/		117.85	
	100-5200-6520		PROFESSIONAL SERVICES/		102.06	
MID03	MID VALLEY DISPOSAL LLC	05/10/2017	Regular	0.00	70,744.34	46617
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
MAR 2017	Invoice	05/10/2017	DISPOSAL SERVICES 3-17	0.00	70,744.34	
	100-5000-41119		GARBAGE FRANCHISE		-5,680.33	
	100-5000-41119		GARBAGE FRANCHISE		-621.77	
	402-5300-6514		GARBAGE SERVICES		81,147.54	
	402-7100-41119		GARBAGE SURCHARGE FE		-2,434.43	
	402-7100-45406		ADMINISTRATIVE FEES		-1,666.67	
MID06	MID VALLEY PUBLISHING	05/10/2017	Regular	0.00	2,221.42	46618
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0303104-IN	Invoice	05/10/2017	MENDOCINO/ MANNING PROJECT	0.00	1,200.00	
	222-5600-7022		MENDOCINO WIDENING		1,200.00	
0303105-IN	Invoice	05/10/2017	ALLEY IMPROVEMENTS NOTICE	0.00	1,020.00	
	221-5600-7019		CMAQ ALLEY IMPROV PR		1,020.00	
APR/MAY FIN	Invoice	05/10/2017	FINANCE CHARGE	0.00	1.42	
	221-5600-7019		CMAQ ALLEY IMPROV PR		0.71	
	222-5600-7022		MENDOCINO WIDENING		0.71	
MUN01	MUNI METRIX SYSTEMS CORP.	05/10/2017	Regular	0.00	89.98	46619
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5/1/17	Invoice	05/10/2017	OFFSITE STORAGE	0.00	89.98	
	100-5100-6520		PROFESSIONAL SERVICES/		22.50	
	100-5200-6520		PROFESSIONAL SERVICES/		22.49	
	100-5300-6520		PROFESSIONAL SERVICES/		22.49	
	100-5700-6520		PROFESSIONAL SERVICES/		22.50	
OFF01	OFFICE DEPOT	05/10/2017	Regular	0.00	223.95	46620
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
921839231001	Invoice	05/10/2017	FINANCE SUPPLIES	0.00	223.95	
	400-5300-6000		OFFICE SUPPLIES - FIN		111.97	
	401-5300-6000		OFFICE SUPPLIES		111.98	
SAF04	SAFE-T-LITE OF MODESTO, INC.	05/10/2017	Regular	0.00	83.34	46621
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
335109	Invoice	05/10/2017	PW SAFETY JACKETS	0.00	83.34	
	400-5600-6002		PARTS & SUPPLIES		83.34	
SOU07	SOUTH COUNTY VETERINARY H	05/10/2017	Regular	0.00	66.00	46622
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
179285	Invoice	05/10/2017	EUTHANIZED DOGS	0.00	66.00	
	100-5410-6021		ANIMAL DISPOSAL		66.00	
STA1U	STAR 1 MINI MART	05/10/2017	Regular	0.00	891.18	46623

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1556	Invoice	05/10/2017	PW FUEL 4-17	0.00	67.71	
401-5600-6011	FUEL	PW FUEL 4-17	67.71			
2409	Invoice	05/10/2017	PW FUEL 4-17	0.00	66.03	
401-5600-6011	FUEL	PW FUEL 4-17	66.03			
2767	Invoice	05/10/2017	PW FUEL 4-17	0.00	75.00	
401-5600-6011	FUEL	PW FUEL 4-17	75.00			
2903	Invoice	05/10/2017	PW FUEL 5-17	0.00	54.54	
401-5600-6011	FUEL	PW FUEL 5-17	54.54			
3602	Invoice	05/10/2017	PW FUEL 4-17	0.00	73.00	
401-5600-6011	FUEL	PW FUEL 4-17	73.00			
571	Invoice	05/10/2017	PW FUEL 4-17	0.00	65.65	
401-5600-6011	FUEL	PW FUEL 4-17	65.65			
6323	Invoice	05/10/2017	PW FUEL 4-17	0.00	55.13	
401-5600-6011	FUEL	PW FUEL 4-17	55.13			
6560	Invoice	05/10/2017	PW FUEL 4-17	0.00	43.35	
401-5600-6011	FUEL	PW FUEL 4-17	43.35			
6562	Invoice	05/10/2017	CODE ENFORCER FUEL 4-17	0.00	62.86	
100-5400-6011	FUEL	CODE ENFORCER FUEL 4-17	62.86			
6872	Invoice	05/10/2017	PW FUEL 4-17	0.00	58.58	
401-5600-6011	FUEL	PW FUEL 4-17	58.58			
7793	Invoice	05/10/2017	PW FUEL 4-17	0.00	60.60	
401-5600-6011	FUEL	PW FUEL 4-17	60.60			
92	Invoice	05/10/2017	PW FUEL 4-17	0.00	67.29	
401-5600-6011	FUEL	PW FUEL 4-17	67.29			
9316	Invoice	05/10/2017	PW FUEL 4-17	0.00	69.00	
401-5600-6011	FUEL	PW FUEL 4-17	69.00			
9449	Invoice	05/10/2017	PW FUEL 4-17	0.00	72.44	
401-5600-6011	FUEL	PW FUEL 4-17	72.44			
TCM01	TCM INVESTMENTS LP	05/10/2017	Regular	0.00	253.38	46624
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
134007	Invoice	05/10/2017	FOLDING MACHINE LEASE 4-17	0.00	253.38	
400-5300-6520	PROFESSIONAL SERVICES/	FOLDING MACHINE LEASE 4-17	84.46			
401-5300-6520	PROFESSIONAL SERVICES	FOLDING MACHINE LEASE 4-17	84.46			
402-5300-6520	PROFESSIONAL SERVICES	FOLDING MACHINE LEASE 4-17	84.46			
T-M00	T-MOBILE	05/10/2017	Regular	0.00	56.15	46625
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
MAY 2017-3507	Invoice	05/10/2017	WELL # 9 SERVICES 3/19-4/18/17	0.00	56.15	
400-5600-6510	TELEPHONE/DATA/PAGER	WELL # 9 SERVICES 3/19-4/18/1	56.15			
U.S02	U.S. POST OFFICE	05/10/2017	Regular	0.00	225.00	46626
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
5/10/17	Invoice	05/10/2017	ANNUAL PERMIT FEES	0.00	225.00	
400-5300-6012	POSTAGE, SHIPPING & FR	ANNUAL PERMIT FEES	75.00			
401-5300-6012	POSTAGE/SHIPPING & FR	ANNUAL PERMIT FEES	75.00			
402-5300-6012	POSTAGE,SHIPPING & FRE	ANNUAL PERMIT FEES	75.00			
UNI05	UNITY IT	05/10/2017	Regular	0.00	830.00	46627

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number
Payable #Vendor Name
Payable Type
Account NumberPayment Date
Payable Description
Account Name
Item DescriptionDiscount Amount
Payment Amount
Discount Amount
Payable Amount
Distribution Amount

Payable #	Account Number	Payable Date	Payable Description	Item Description	Discount Amount	Payment Amount	Number
21539	Invoice	05/10/2017	INBOUND EMAIL ANTISPAM		0.00	830.00	
	100-5200-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.16	
	100-5615-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.16	
	100-5700-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.16	
	200-5600-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.16	
	203-5600-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.17	
	206-5600-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.17	
	269-6303-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.17	
	400-5300-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.17	
	400-5600-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.17	
	401-5300-6520		PROFESSIONAL SERVICES	INBOUND EMAIL ANTISPAM		69.17	
	401-5600-6520		PROFESSIONAL SERVICES	INBOUND EMAIL ANTISPAM		69.17	
	602-8100-6520		PROFESSIONAL SERVICES/	INBOUND EMAIL ANTISPAM		69.17	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	201	101	0.00	238,221.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-348.53
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	201	107	0.00	237,872.69

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	5/2017	237,872.69
			<u>237,872.69</u>



CITY OF PARLIER

Check Report

By Check Number

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
PER01	CALPERS	04/28/2017	Bank Draft	0.00	2,556.43	DFT0000073
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
14936073	Invoice	04/28/2017	MISC. UNFUNDED LIABILITY 4-17	0.00	2,556.43	
100-5200-5010		PERS-PENSION	MISC. UNFUNDED LIABILITY 4-1		87.93	
100-5610-5010		PERS-PENSION	MISC. UNFUNDED LIABILITY 4-1		70.97	
203-5600-5010		PERS-PENSION	MISC. UNFUNDED LIABILITY 4-1		86.95	
206-5600-5010		PERS-PENSION	MISC. UNFUNDED LIABILITY 4-1		86.95	
213-5600-5010		PERS-PENSION	MISC. UNFUNDED LIABILITY 4-1		70.97	
269-6303-5010		PERS-PENSION	MISC. UNFUNDED LIABILITY 4-1		556.71	
400-5200-5010		PERS PENSION	MISC. UNFUNDED LIABILITY 4-1		153.87	
400-5300-5010		PERS PENSION	MISC. UNFUNDED LIABILITY 4-1		297.54	
400-5600-5010		PERS PENSION	MISC. UNFUNDED LIABILITY 4-1		308.17	
401-5200-5010		PERS PENSION	MISC. UNFUNDED LIABILITY 4-1		153.87	
401-5300-5010		PERS PENSION	MISC. UNFUNDED LIABILITY 4-1		297.54	
401-5600-5010		PERS PENSION	MISC. UNFUNDED LIABILITY 4-1		192.23	
402-5300-5010		PERS PENSION	MISC. UNFUNDED LIABILITY 4-1		148.77	
602-8100-5010		PERS-PENSION	MISC. UNFUNDED LIABILITY 4-1		43.96	
PER01	CALPERS	05/04/2017	Bank Draft	0.00	6,558.26	DFT0000074

Check Report

Date Range: 04/28/2017 - 05/11/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4/15-4/28/17	Invoice	05/04/2017	PERS CONTRIBUTIONS	0.00	6,558.26	
	100-22104	PERS PAYABLE	EMPLOYEES PORTIONS		4,180.23	
	100-5200-5010	PERS-PENSION	PERS CONTRIBUTIONS		39.86	
	100-5400-5010	PERS-PENSION	PERS CONTRIBUTIONS		1,724.92	
	100-5410-5010	PERS- PENSION	PERS CONTRIBUTIONS		87.69	
	100-5610-5010	PERS-PENSION	PERS CONTRIBUTIONS		56.32	
	100-5617-5010	PERS-PENSION	PERS CONTRIBUTIONS		35.91	
	100-5620-5010	PERS-PENSION	PERS CONTRIBUTIONS		35.91	
	100-5700-5010	PERS-PENSION	PERS CONTRIBUTIONS		-2,603.32	
	160-5400-5010	PERS-PENSION	PERS CONTRIBUTIONS		385.54	
	203-5600-5010	PERS-PENSION	PERS CONTRIBUTIONS		80.04	
	206-5600-5010	PERS-PENSION	PERS CONTRIBUTIONS		80.03	
	213-5600-5010	PERS-PENSION	PERS CONTRIBUTIONS		48.95	
	269-6303-5010	PERS-PENSION	PERS CONTRIBUTIONS		1,156.73	
	400-5200-5010	PERS PENSION	PERS CONTRIBUTIONS		69.76	
	400-5300-5010	PERS PENSION	PERS CONTRIBUTIONS		137.06	
	400-5600-5010	PERS PENSION	PERS CONTRIBUTIONS		399.88	
	401-5200-5010	PERS PENSION	PERS CONTRIBUTIONS		69.76	
	401-5300-5010	PERS PENSION	PERS CONTRIBUTIONS		137.06	
	401-5600-5010	PERS PENSION	PERS CONTRIBUTIONS		347.47	
	402-5300-5010	PERS PENSION	PERS CONTRIBUTIONS		68.53	
	602-8100-5010	PERS-PENSION	PERS CONTRIBUTIONS		19.93	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	9,114.69
EFT's	0	0	0.00	0.00
	2	2	0.00	9,114.69

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	4/2017	2,556.43
999	POOL FUND	5/2017	6,558.26
			9,114.69



CITY OF PARLIER

Refund Check Register
Refund Check Detail

UBPKT00899 - Refunds 01 UBPKT00897 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
004-0445-006	MACIAS, KAREN GIZELL 445 TUOLUMNE ST PARLIER, CA 93648	4/28/2017	46550	154.41	W	00076009	154.41	Deposit
004-0862-001	GONZALEZ, MARTHA 862 TUOLUMNE ST. PARLIER, CA 93648	4/28/2017	46551	154.41	W	00064419	154.41	Deposit
011-0791-003	CORONADO, ROEL 791 SECOND ST. PARLIER, CA 93648	4/28/2017	46552	80.51			80.51	Generated From Billing
016-1180-002	JACUINDE, J AMAPARO V. 118 EAST AVE PARLIER, CA 93648	4/28/2017	46553	154.41	W	00078372	154.41	Deposit
034-1269-003	LEON, MARISELA 1269 TUOLUMNE ST P.O. BOX 886 PARLIER, CA 93648	4/28/2017	46554	154.41	W	00076008	154.41	Deposit
046-0915-004	HERNANDEZ, VINCENT 915 SIERRA ST. PARLIER, CA 93648	4/28/2017	46555	154.41	W		154.41	Deposit
049-0881-001	RUBALCAVA, MARIA C. 881 ROMERO AVE. PARLIER, CA 93648	4/28/2017	46556	154.41	W		154.41	Deposit
052-3585-002	CANTORIANO, GUALBERTA ACEVEDO 13585 AMIGO ST PARLIER, CA 93648	4/28/2017	46557	154.41	W	00077110	154.41	Deposit
060-0884-004	SANDOVAL, JOSEFINA 884 MULBERRY PARLIER, CA 93648	4/28/2017	46558	154.41	W	00019473	154.41	Deposit
064-8506-002	IBARRA, MIGUEL & MARIA 8506 WRICO PARLIER, CA 93648	4/28/2017	46559	154.41	W	00019367	154.41	Deposit
078-3530-005	GLADYS, LEON-ZAMUDIO MARIA 13530 NINTH ST PARLIER, CA 93648	4/28/2017	46560	154.41	W	00080649	154.41	Deposit
080-3630-002	SANCHEZ, JESUS CONTRERAS P.O BOX 214 PARLIER, CA 93648	4/28/2017	46561	77.20	W	00075026	77.20	Deposit
083-0211-005	TORRES, CESILIA 211 ZULMA RD PARLIER, CA 93648	4/28/2017	46562	154.41	W	00078453	154.41	Deposit

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
094-8580-000	MENDEZ, DE CISNEROS MARISOL	4/28/2017	46563	154.41	W	00077118	154.41	Deposit
	8580 AZALEA AVE							
	PARLIER, CA 93648							
094-8605-000	LUNA, MAURILLO AGUILERA	4/28/2017	46564	154.41	W	00076010	154.41	Deposit
	8605 AZALEA AVE							
	PARLIER, CA 93648							
094-8630-000	RAMIREZ, MARIANO JR.	4/28/2017	46565	154.41	W	00080978	154.41	Deposit
	8630 AZALEA AVE							
	PARLIER, CA 93648							
800-0301-001	MANAGEMENT, REGENCY PROPERTY	4/28/2017	46566	154.41	W	00076147	154.41	Deposit
	300 FRESNO ST							
	331 W. SHIELDS AVE.							
				FRESNO, CA 93705				
Total Refunds: 17				Total Refunded Amount: 2,473.86				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDIT	80.51
101 - WATER DEPOSIT	2393.35
Revenue Total:	2473.86

General Ledger Distribution

Posting Date: 04/28/2017

Account Number	Account Name	Posting Amount	IFT
Fund: 400 - WATER			
400-11106	CASH POOL	-2,473.86	Yes
400-13104	A/R UTILITIES	80.51	
400-23100	UTILITIES DEPOSIT LIABILITY	2,393.35	
400 Total:		0.00	
Fund: 999 - POOL FUND			
999-11100	GENERAL CHECKING	-2,473.86	
999-24400	DUE TO WATER	2,473.86	Yes
999 Total:		0.00	
Distribution Total:		0.00	



CITY OF PARLIER

Refund Check Register

Refund Check Detail

UBPKT00907 - Jesse Herrera Jr. Deposit

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
094-8590-000	HERRERA, JESSE JR & ELISHA 8590 AZALEA AVE PARLIER, CA 93648	5/4/2017	46567	154.41	W	00075455	154.41	Deposit
Total Refunded Amount:				154.41				

Total Refunds: 1

Revenue Code Summary

Revenue Code	Amount
101 - WATER DEPOSIT	154.41
Revenue Total:	154.41

General Ledger Distribution

Posting Date: 04/28/2017

Account Number	Account Name	Posting Amount	IFT
Fund: 400 - WATER			
400-11106	CASH POOL	-154.41	Yes
400-13104	A/R UTILITIES	0.00	
400-23100	UTILITIES DEPOSIT LIABILITY	154.41	
400 Total:		0.00	
Fund: 999 - POOL FUND			
999-11100	GENERAL CHECKING	-154.41	
999-24400	DUE TO WATER	154.41	Yes
999 Total:		0.00	
Distribution Total:		0.00	

**A JOINT MEETING OF THE CITY COUNCIL OF THE
CITY OF PARLIER AND THE SUCCESSOR AGENCY OF THE PARLIER
REDEVELOPMENT AGENCY**

**“MINUTES”
REGULAR MEETING
WEDNESDAY MAY 3, 2017**

MAYOR ALMA BELTRAN WILL BE PARTICIPATING IN THE MEETING VIA TELECONFERENCE FROM SOFITELL WASHINGTON DC LAFAYETTE SQUARE 806 15TH STREET NW, ROOM #230WASHINGTON, DC 20005. A COPY OF THE AGENDA HAS BEEN POSTED AT THE TELECONFERENCE LOCATION AND WILL BE OPEN TO THE PUBLIC DURING THE MEETING.

I. CALL TO ORDER/WELCOME:

The Joint Meeting of the City Council of the City of Parlier and the Successor Agency of the Parlier Redevelopment Agency Regular Meeting was held at the City Council Chambers located at 1100 E. Parlier Avenue, Parlier, California 93648. Mayor Alma Beltran will be participating in the meeting via teleconference from Sofitell Washington DC LA Fayette Square 806 15th Street NW, Room #23 Washington, DC 20005. Mayor Pro Tem Jose Escoto called the meeting to order at 6:32 P.M.

ROLL CALL:

Mayor Alma M. Beltran via teleconference, Mayor Pro-Tem Jose Escoto, Councilwoman Diane Maldonado, Councilman Noe Rodriguez, Councilman Trinidad Pimentel, City Clerk Dorothy Garza.

STAFF PRESENT: Chief of Police Rick Ehle, City attorney Scott Cross, Administrator Assistant/Deputy City Clerk Bertha Augustine, Interim City Manager Ron Manfredi, Public works Director Domingo Morales and City Engineer Philip Romero.

Flag Salute: Mayor Alma M. Beltran

II. ADDITIONS/DELETIONS TO THE AGENDA:

Move VI Public Comments to III

M/S/C: Motion to move VI Public Comments to III by Maldonado, 2nd by Rodriguez and carried. **Roll Call Vote:** Pimentel yes, Rodriguez Yes, Escoto yes, Maldonado yes, Mayor Beltran yes.

III. PUBLIC COMMENTS: None.

Note: State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

IV. **PRESENTATIONS/INFORMATIONAL:**

A. Oath of Office to be administered by Dorothy Garza City Clerk to Officers Barcellos and Zavalza.

The Oath of Office was administered by City Clerk Dorothy Garza to Officer Barcellos and Officer Zavalza. Preceding the Oath of Office a member of the Officer's family pinned the Police Badge on them, It is tradition by pinning the badge from a family member means that the family supports the Officer's duty to serve.

V. **PUBLIC COMMENTS ON CLOSED SESSION:** None.

(THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHOULD LIMIT THEIR COMMENTS TO FIVE (5) MINUTES.)

VI. **CLOSED SESSION:** (6:58 p.m. to 8:02 p.m.)

SUCCESSOR AGENCY:

1. Conference with Real Property Negotiators – Successor Agency

Pursuant to California **Government Code Section 54956.8**

Properties: Long Range Property Management Plan #s 3, 4, 5 and 9 (APNs 358-390-34, 35 and 44)

Under Negotiation: Price and Terms of Sale

Agency Negotiators: Manfredi

Negotiating Parties: Choice RE Inc., Starrhub and O. Montejano

CITY COUNCIL:

2. **Government Code Section 54957**

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Title: City Manager

3. **Government Code Section 54956.9**

CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision of Section 54956.9

One case.

4. **Government Code Section 54957.6**

CONFERENCE WITH LABOR NEGOTIATORS

Agency representative: Ron Manfredi, Interim City Manager and Scott Cross, City Attorney

Employee Organization: Parlier Peace Officers Association

ANNOUNCEMENT FOR CLOSED SESSION

No action was taken. Mayor Alma Beltran was off the teleconference at 8:00 p.m.

VII. CONSENT CALENDAR:

- A. Approved the Check Reports dated April 12, 2017 through April 27, 2017.
- B. Approved and accepted the Minutes dated April 19, 2017. Approve the Minutes of March 15, 2017 with the correction to item VI-D to say Adult basketball tournament on April 28, 29 and 30.

M/S/C: Motion to approve items A & B of the Consent Calendar by Pimentel, 2nd by Maldonado followed by yes votes from Mayor Pro Tem Escoto, Rodriguez and carried.
Absent: Mayor Beltran.

VIII. RESOLUTIONS and ORDINANCES:

- A. **Resolution No. 2017-36** Intention to levy and collect the Annual Assessment for Landscape Maintenance and Lighting District (LLMD) No. 1.

M/S/C: Motion to approve Resolution 2017-36 by Pimentel, 2nd by Maldonado followed by yes votes from Mayor Pro Tem Escoto, Rodriguez and carried.
Absent: Mayor Beltran.

- B. Informational information annual contract PG&E Encroachment Permit.(Philip)

PG&E will pay annual fee to the City.

- C. **Resolution No.2017-38** Approving the application for the San Joaquin Valley Air Pollution Control District Public Benefit Grant Program and authorize Interim City Manager to sign grant agreement and all reporting forms. (Sonia)

M/S/C: Motion to approve Resolution 2012-38 approving the application for the San Joaquin Valley air Pollution control District Public Benefit Grant Program and authorize Interim City Manager to sign grant agreement and all reporting forms, by Maldonado, 2nd by Pimentel followed by yes votes from Rodriguez, Mayor Pro Tem Escoto and carried. **Absent:** Mayor Beltran.

IX. COUNCIL COMMUNICATIONS/COMMENTS:

(Moved on agenda to allow Council Comments in Administrative Reports by Department Consultants)

Pimentel traffic light on Avenues Manning and Zediker is turned around caused by the strong winds. Needs to be fixed.

Maldonado asked if YCA has moved out of 741 Tulare Civic Center.

X. DEPARTMENT ACTIONS:

ENGINEERING

- A. **Resolution 2017-39** Award of Contract for the Commercial/Residential Alley Improvements, Various Locations, Federal Project No. CML-5252(021)

M/S/C: Motion to approve Resolution 2017-39 award of contract for the Commercial/Residential alley improvements various locations, federal Project No. CML-5252(021) by Maldonado, 2nd by Rodriguez followed by yes votes from Mayor Pro Tem Escoto, Pimentel and carried. **Absent:** Mayor Beltran.

- B. Resolution 2017-40** Award of Contract for the Mendocino & Manning Avenues, Street and Traffic Improvements, Federal Project No. RSTP-5252 (022)

M/S/C: Motion to approve 2017-40 award of contract for the Mendocino & Manning Avenues, Street and Traffic improvements, Federal Project No. RSTP-5252 (022) By Maldonado, 2nd by Pimentel followed by yes votes from Mayor Pro Tem Escoto, Rodriguez and carried. **Absent:** Mayor Beltran.

COMMUNITY DEVELOPMENT

- C.** Presenting Recommendations for Community Development Division Fee Structure (Application, Planning Engineering & Inspection Fees)

Mayor Pro Tem Escoto thanked City Manfredi and Sonia Hall for addressing the issue. Future presentation with slide show.

XI. ADMINISTRATIVE REPORTS:

- A.** Parlier Academy of Excellence Budget Discussion.

There was a discussion on the Parlier Academy of Excellence Budget.

XII. ADJOURNMENT:

Mayor Pro Tem Escoto adjourned the meeting at 9:48 p.m.

Dorothy Garza – City Clerk

Resolutions adopted: 2017-36,38,39,& 40.
Ordinances adopted : None.

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.



Agenda Item: V-C
Meeting Date: 5-17-17

REPORT TO COUNCIL

SUBJECT: Authorization to sign Addendum No. 4, dated May 2017, to the 2013 MOU between Fresno County and identified Fresno County cities to accept grant funding from the Board of State Community Corrections (BSCC) and distribution of an additional \$10,000 in grant funding to the City of Parlier.

RECOMMENDATIONS: Staff recommends Council approve:

1. Adoption of Resolution 2017-____, authorizing the City Manager and the City Attorney to sign Addendum No. 4 to the 2013 MOU between the BSCC, Fresno County and Fresno County cities and accept 2017 grant funds to the City of Parlier in the amount of \$10,000.

BACKGROUND: In 2013 the Governor's budget authorized funds to local law enforcement agencies to off-set the costs associated with realignment of the State's prisons and the release of thousands of incarcerated individuals into local communities. Fresno County and Fresno County law enforcement agencies have been the recipients of grant funding in excess of \$1,000,000 a year since that time. Pursuant to the MOU the majority of the funds have been directed towards the Office of the District Attorney, the City of Clovis, the City of Fresno and Fresno County. However, twelve smaller cities within the county have received approximately \$10,000 a year each for specific crime reduction programming since 2013. The 2017 grant allocation is ready for distribution by the State once the "Parties" (agencies) sign the agreement - Addendum No. 4 (Attachment #2).

BUDGET IMPACT: BSCC Grant funding to the City of Parlier for 2017 is scheduled to be \$10,000, which will be used in accordance with grant language to help reduce drug and gang violence and homeless issues involving felony parolees and probationers. These funds cannot be utilized to off-set or supplant other police operations.

ATTACHMENTS:

1. Resolution 2017-44
2. Addendum No. 4 to MOU between the listed Fresno County Agencies

Prepared By:

Approved By:

Richard J. Ehle
Chief of Police

Ron Manfredi
City Manager

**CITY OF PARLIER
RESOLUTION NO. 2017-44**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER
Authorizing the City Manager and City Attorney to sign Addendum No. 4 to the
original 2013 MOU between the County of Fresno and Fresno County Cities to
accept Law Enforcement Funds from the Board of State Community Corrections
(BSCC)**

WHEREAS, the City Council originally signed the 2013 MOU between County agencies and cities authorizing the acceptance of \$1,019,600 from the State of California in BSCC Program Funds for Law Enforcement Purposes;

WHEREAS, the City of Parlier has since accepted and received \$10,000 in BSCC funds in 2015 (Addendum 2) and \$10,000 in BSCC funds in 2016 (Addendum 3) for technology enhancements and crime prevention programs; and

WHEREAS, the City of Parlier is scheduled to receive an additional \$10,000 in BSCC funding pursuant to Addendum No. 4 in 2017;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Parlier as follows:

1. The City Manager and the City Attorney are authorized to sign Addendum No. 4 to the 2013 MOU on behalf of the City and accept program funds for use by the Parlier Police Department pursuant to program guidelines;
2. This Resolution will take effect immediately.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Parlier held on the _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Mayor

City Clerk/Deputy City Clerk



AGENDA ITEM: V-D
MEETING DATE: 05/17/17
DEPARTMENT: FINANCE

REPORT TO CITY COUNCIL

SUBJECT:

Request for approval in allowing the Parlier High School to utilize the Community Center, and the swimming pool for the Sober Grad event location on June 8, 2017 from 10PM-3AM.

RECOMMENDATION:

Staff recommends the City Council approve the Parlier High School Sober Grad event to be hosted free of charge at the community center on June 8, 2017. Along with the use of the community center they also would like to utilize the swimming pool as well from 10PM to 3AM for both facilities. Parlier High School will be needing life guards for the swimming pool, and is willing to pay city lifeguard employees for their time.

BACKGROUND:

Sober Grad was hosted at our community center as well as City of Parlier swimming pool last year, and many Parlier senior high school graduates attended the event to celebrate their educational accomplishments. High school faculty and volunteers will be hosting the planned event on June 8, 2017, and plan to have; food, DJ, and raffle prizes that will be donated by members of our community. This event is always an event that assists in minimizing the amount of young high school graduates that might be tempted to drink or party at an unsafe location. Sober Grad is meant to save the lives of young graduates that would otherwise be tempted to drink and possibly drive. Perhaps, ruining their lives. This opportunity of a fee waiver would help make this event a success.

Prepared By:

Approved By:

Virginia Medina
Account Technician III

Ron Manfredi
City Manager



AGENDA ITEM: V-E
MEETING DATE: 05/17/17
DEPARTMENT: FINANCE

REPORT TO CITY COUNCIL

SUBJECT:

Request for approval for allowing Youth Centers of America to host the Jr Giants First Pitch meeting open to the community at our community center. to be held on May 30, 2017.

RECOMMENDATION:

Staff recommends the City Council to approve the use of our facility at the community center for the Jr Giants First Pitch meeting free of charge for all Parlier children that are age qualified, as well as adults that are able to volunteer as coaches needed for this free T-ball program on May 30, 2017.

BACKGROUND:

Jr Giants is a free program offered to the Parlier community as well as many other communities. It gives children the opportunity to learn T-ball, and also this program is very good at encouraging kids not to be bullying others. Many free items are given to the participants throughout the program season such as; books, folders, sport bags, baseball cards, etc., every week there are free items given to these kids as long as they come to the scheduled practices as an incentive for being responsible. Also, this gives the adults of the community an opportunity to become involved and become coaches needed for these teams.

Prepared By:

Virginia Medina
Account Technician III

Approved By:

Ron Manfredi
City Manager

CITY COUNCIL: MAY 17, 2017 - CONSENT V. F Superior Pool Care Contract

RECOMMENDATION

City continue contract services with Superior Pool Care for 24 month period at a monthly rate of \$550.00 (same rate as this year)

Public Work Director, Domingo Morales is very pleased with the City Superior Pool Care preventative and maintenance contract services and recommends two year extension. The contract (attached) will be extended for two (2) at the same rate as this year's service. \$500/mo.

ROUTINE SERVICES PROVIDED BY SUPERIOR POOL CARE

- Superior Pool care does all of the pool treatment process
- Inspect pool area and equipment for life safety or code issues
- Skim pool surface for removal of floating debris
- Check filter system pressures
- Clean up stream basket strainers
- Check pool water for total alkalinity
- Check pool water for p.h. level
- Test pool water for chlorine residual
- Inspect pool heater for proper operation
- Test temp rise across heat exchange
- Test flow switch and safety control devices for proper operation
- Test swimming pool lighting for proper operation
- Maintain water log for Health Department
- Explain what is not in the contract.

City employee provides some routine sweeping and pool vacuuming during week.

Superior Pool Care

- Free Estimates
- Weekly Service & Repairs
- Commercial & Residential

Contract Agreement / Service Agreement

For Property:
Parlier Community Center Pool

Contract Agreement /
Scope of Service
Pool Inspection, Cleaning, and Water Treatment

The scope of service includes weekly inspections and cleaning of the community pool area, to include water chemical analysis, appropriate treatment chemicals, as well as inspection of component equipment to include, but not limited to, all pumps heaters, filters and skimmers.

Superior Pool Care shall provide pool service 1 time weekly, in the amount of \$550.00 per month.

This service shall Begin On 4/25/17 and end on 4/24/19.

Parlier Community Center Pool shall supply the chlorine and acid on an "as need basis" at Parlier Community Center Pools expense. Specialty chemicals shall be provided at an extra cost by the pool service company required to maintain proper water balance, i.e.: clarifiers, algaecides, sanitizers or any additional chemicals needed to maintain pool for proper operation.

A written report, indicating items inspected, existing conditions, actions taken and recommendations is to be provided to the Property Manager immediately upon completion of the inspection. Life Safety Code compliance issues are to be brought to the immediate attention of the property manager.

____/____

Inspection Criteria

1. Superior Pool Care shall provide and maintain a water log for Health Department.
2. Inspect pool area and equipment for Life Safety or Code issues, including, but not limited to, condition of deck surface and joints, coping and coping deck joints, pool and step surface, handrails, existence and availability of safety equipment and markings, and correct operation of gates. Record any concerns or recommendations and report deficiencies immediately to the property manager.
3. Skim pool surface for removal of floating debris.
4. Inspect all skimmers. Remove any debris and clean baskets. Inspect intakes for blockage and to insure appropriate intake of pool water. Remove any obstructions to flow.
5. Brush walls and steps with a brush and pool specifically designed for the purpose and for the specific surface of the pool.
6. Vacuum pool with a vacuum type vacuum head.
7. Check pressure at gauge on filter. If pressure is 8 psi or more over the starting or clean pressure for the pool, backwash or clean the filter in the appropriate manner for type of filter installed, per manufacture's specifications. Bleed trapped air from filter using air-relief valve. Record findings and actions taken.
8. Clean basket strainer upstream of pump, removing debris and check condition of O-ring seal prior to replacement. If O-ring is damaged, replace. Check pump for correct operation.

_____ / _____

9. All chemicals for pool water treatment are to be supplied by Superior Pool Care and carried to and from the property as a part of the process of each inspection. No chemicals are to be stored on the property by the Superior Pool Care. Chemical containers of any kind are to be appropriately identified, stored and handled. MSDS sheets are to be provided for all chemicals in use by Superior Pool Care. *Correct storage and use of chemicals remains the responsibility of the client. Record and report immediately to Property Manager any spills or chemical incidents that may occur.*
10. Check pool water for total alkalinity. Property range is 80-120 ppm. If below or above, add appropriate chemicals at the proper rate for size of pool and required increase or decrease in alkalinity.
11. Test pool water for PH level. Proper range is 7.4 – 7.6 with ideal being 7.4. If above or below, add appropriate chemicals at the proper rate for size of pool and required increase or decrease. *Do not attempt to adjust PH until appropriate alkalinity range has been reached.* Retest the water 4 hours after adjustment and retreat if necessary.
12. Test pool water for chlorine residual. Proper range for residual chlorine is at least 1.0 ppm. Appropriate range for free chlorine is 1.0 – 3.0 ppm with 3.0 ppm being ideal. If chlorine level is below range, add appropriate type of chlorine product for specific installation and need. Adjust regular chlorination as necessary. Shock or super chlorinate as necessary to remove swimmer waste, bacteria and algae.
13. Record all actions taken regarding the chemical level of the pool water, including all chemicals used and the rate or volume at which and the method used to introduce them into the pool water.

____ / ____

14. Inspect pool heater for correct operation. Yearly, cause to have inlet gas pressure checked and adjusted, as necessary, recording pressure and adjustments. Inspect combustion air intake and insure unobstructed airflow to heater. Test temperature rise across heat exchanger to insure rise is within manufacturer's specifications. Test flow switch and any safety control devices for correct operation. Record results and recommendations in report. Life Safety Code compliance issues are to be reported to the Property Manager immediately.

15. Test swimming pool lighting for proper operation. Report any lamp burnouts to the Property Manager.

16. Superior Pool Care shall provide Commercial General Liability Insurance.

The Commercial General Liability Policy shall include, but not be limited to, Personal Injury, Medical Payments, Bodily Injury, and Property Damage with the minimum limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate insuring all liability assumed by Contractor pursuant to the separate agreement between Parlier Community Center Pool and Superior Pool Care if any.

____ / ____

This agreement is entered into on: Date: _____

Parlier Community Center Pool

Superior Pool Care

Service proposal provided to:
Parlier Community Center Pool

Service proposal from:
Superior Pool Care
30105 Horseshoe Drive
Coarsegold, Ca 93614
(559) 681-7412
superiorpoolcare@sbcglobal.net

Owned and operated by:
Eddie Reed



AGENDA ITEM: V-G
MEETING DATE: 05/17/17
DEPARTMENT: FINANCE

REPORT TO CITY COUNCIL

SUBJECT:

Request for approval for allowing the Parlier Catholic Church to utilize the community center on May 28, 2017.

RECOMMENDATION:

Staff recommends the City Council to allow the Catholic Church to utilize the Community Center for a church mass free of charge.

BACKGROUND:

Catholic Church wants to host a mass at the community center on May 28, 2017 that will be open to the community. This is a church activity that is being hosted by the Parlier Catholic Church for a deacon that will be ordained on May 27, 2017, and will be offering his first mass open to the public on May 28, 2017 at the Parlier community center. There will be free food distributed to the community as well in celebration of the deacon being ordained on behalf of the church.

Prepared By:

Approved By:

Virginia Medina
Account Technician III

Ron Manfredi
City Manager



AGENDA ITEM: V-H
MEETING DATE: May 17, 2017
DEPARTMENT: Planning

REPORT TO CITY COUNCIL

SUBJECT:

City Council to Consider Approval of Revised Subdivision Agreement for Tract No. 6169

RECOMMENDATION:

Staff recommends that the City Council adopts Resolution No. 2017-41, approving the revised subdivision agreement for Tract No. 6169 to account for a modification to the bond amounts.

BACKGROUND & PROPOSAL:

On March 15, 2017, the City Council adopted Resolution No. 2017-22, approving the final map and subdivision agreement for Tract No. 6169. As is typical with final maps, the required public improvements for service of the mapped area were not installed prior to final map approval. One requirement of the subdivision agreement is that the developer provides the City with bonds in specific amounts relative to the costs of the required public improvements. The Subdivision Agreement dictates timelines for installation of the required infrastructure, provides for payment of development impact fees, and establishes the required bonds to ensure timely completion of the project.

The bonds are intended to account for any portion of the required improvements, including labor and materials, that the developer fails to install pursuant to the subdivision agreement, and to ensure maintenance for a period of one year following installation and acceptance. In the event that improvements are not completed, the City is able to use the bonds to fund the appropriate improvements. If the bonds do not account for the full costs of the improvements, the City would be responsible for the additional costs.

Subsequent to Council approval of the final map and the original subdivision agreement, it was determined that the developer would need to relocate two PG&E power poles at an additional cost of \$30,000. The original bonds do not account for that expense. If for some reason the developer halts the project, the City could conceivably be responsible for the full costs of relocating the poles. To protect the City, staff recommends that the City Council approve the revised subdivision agreement to include the modified bond amounts:

- *Performance bond (100% of improvement value) – Increased from \$756,550 to \$789,550*
- *Labor and Materials bond (50% of improvement value) – Increased from \$378,275 to \$394,775*

- *Warranty Security bond (25% of improvement value) – Increased from \$189,137.50 to \$197,387.50*

Although the cost of pole relocation is estimated at \$30,000, the increase of the overall value of the improvements increased by \$33,000 because the engineer's opinion of probable cost also includes a 10% contingency.

Environmental

Approval of a subdivision agreement typically accompanies approval of a final map, which itself is ministerial in nature, meaning that it does not involve exercise of discretion or judgment during consideration. The Council is required to approve the final map if it substantially conforms to the approved tentative map, and is required to deny the final map if it does not substantially conform (Govt. Code Section 66474.1). Ministerial projects, expressly including approval of final maps, are exempt from environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15268(b)(3)). As component of final map approval, approval of the subdivision agreement is likewise exempt from CEQA review.

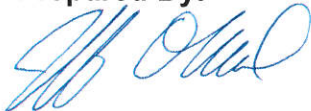
Public Notice

No public notice is required for approval of a subdivision agreement.

FISCAL IMPACT:

There would be no impact to City funds. The subdivision agreement, and by extension the bonds that it discusses, are intended to protect the City against costs associated with installation of infrastructure that is otherwise the developer's responsibility.

Prepared By:



**Jeffrey O'Neal, AICP
Contract City Planner**

Approved By:

**Ron Manfredi
Interim City Manager**

RESOLUTION 2017-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING THE
REVISED SUBDIVISION AGREEMENT FOR TRACT NO. 6169.

WHEREAS, MV Parlier, LLC, a California Limited Liability Company, (“Owner”) applied for approval of a final map designated as Tract No. 6169, Phase III of Revised Vesting Tentative Tract Map No. 5607 (“Map”); and

WHEREAS, on March 15, 2017 the City Council approved Resolution No. 2017-22, approving the final map for Tract No. 6169, accepting all dedications indicated thereon and entering into a subdivision agreement therefor; and

WHEREAS, as a part of said subdivision agreement, the City required, and the Owner provided, bonds in amounts consistent with Parlier Municipal Code Section 16.10.060 to ensure timely and proper installation of public improvements not completed or accepted at the time of approval of the Map as well as and warranty of work to be performed; and

WHEREAS, subsequent to approval of said final map and subdivision agreement, additional public improvements were identified, the costs of which were not included in the bonds previously provided; and

WHEREAS, to ensure that costs associated with said additional public improvements as well as warranty of work performed shall not be borne by the City in the event that Owner fails to install said improvements, the City requires that Owner provide amended or revised bonds to accurately reflect said costs; and

WHEREAS, the bonds are an integral component of the subdivision agreement, amendments or revisions to which may only be done with the approval of the City Council; and

WHEREAS, approval of a final map is considered to be ministerial in nature, and the approval of the revised subdivision agreement is an integral component of final map approval, and is therefore exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15268(b)(3); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Parlier that the revised subdivision agreement for Tract No. 6169 is hereby approved, and that the Mayor of the City is hereby authorized to sign the revised subdivision agreement on behalf of the City of Parlier, said revised subdivision agreement incorporated herein by reference.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Parlier held on May 17, 2017 by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk

BY
CONSISTING OF THREE SHEETS
SHEET TWO OF THREE



SCALE: 1"=200'



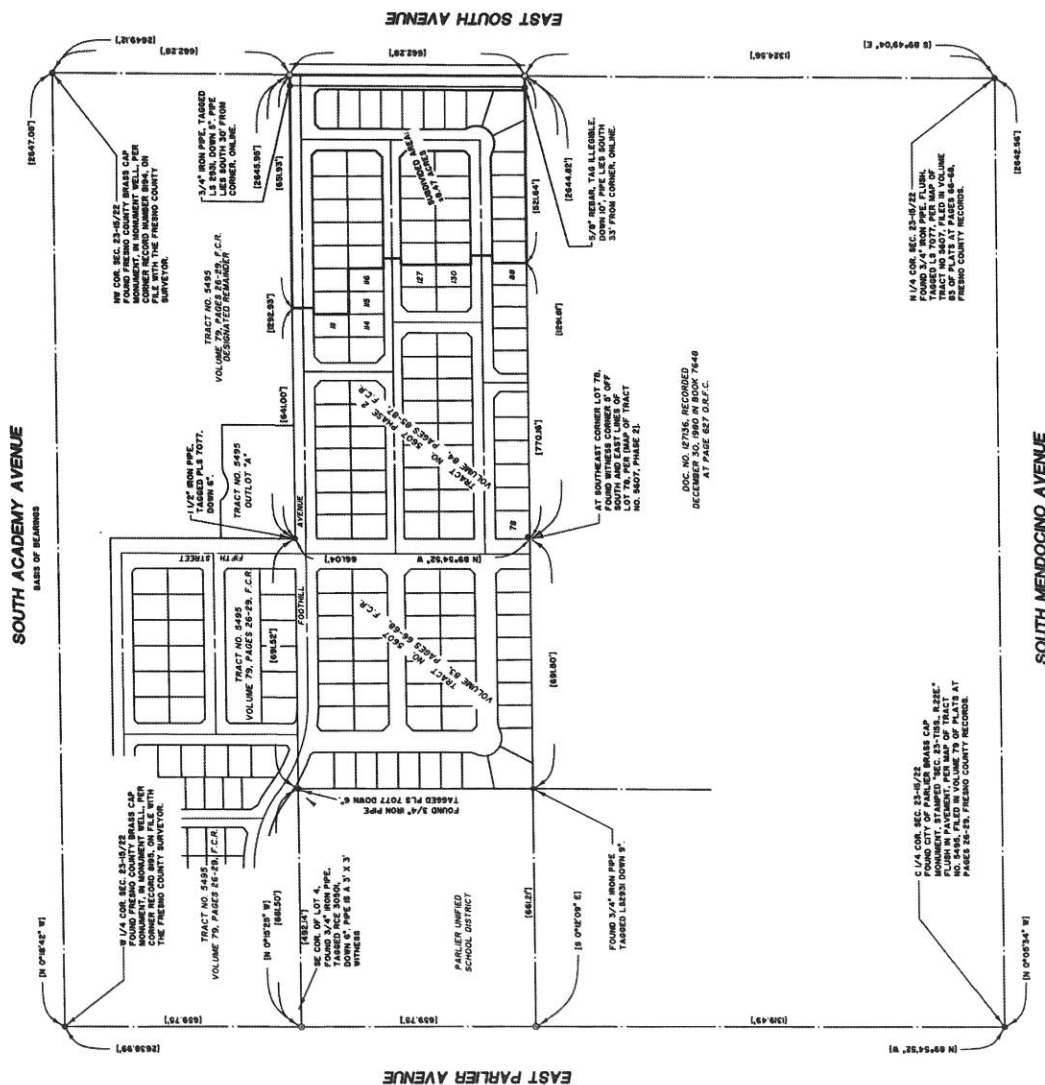
NOTE:
DISTANCES NOT MONUMENTED
HAVE BEEN CALCULATED

LEGEND

- * FOUND AND ACCEPTED MONUMENT AS DESCRIBED
 O CALCULATED POSITION - NOTHING FOUND OR SET
 [] MEASURED AND SECOND DATA PER MAP OF TRACT
 OF PLATS, AT PAGES 88-97, FRESCO COUNTY RECORDS.
 B.P.C. OFFICIAL RECORDS OF FRESCO COUNTY
 INDICATES BOUNDARY OF THE SUBDIVISION

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 22
EAST, COUNTY OF LOS ANGELES, CALIFORNIA, AS SHOWN ON MAP OF TRACT NO. 8496, FILED IN
VOLUME 79 OF PLATS AT PAGES 28-29, FRESNO COUNTY RECORDS, IS TAKEN AS BEARING:
NORTH 0° 31' 45" WEST



MAP OF TRACT NO. 6169

CONSISTING OF THREE SHEETS
SHEET THREE OF THREE
BY



SCALE: 1" = 80'

NOTE:
DISTANCES NOT MONUMENTED
HAVE BEEN CALCULATED

LEGEND

- FOUND 3/4" IRON PPE, DOWN 6", TAPPED PLS TOT7, UNLESS OTHERWISE NOTED
- FOUND 2" BRASS CAP STAMPPED PLS TOT7 FLUMIN IN CONCRETE
- ◆ FOUND LEAD AND BRASS TAG STAMPPED PLS TOT7 AS WITNESS CORNER IN TOP OF CURB ALONG PROLONGATION OF SIDE LOT LINE 9.75' FROM LOT CORNER. THIS CORNER IS TO BE MONUMENTED WITH A WITNESS CORNER IN 4.75' FROM LOT CORNER.
- SET 3/4" 30" IRON PPE, DOWN 6", TAPPED PLS TOT7, UNLESS OTHERWISE NOTED
- SET 2" BRASS CAP FLUMIN STAMPPED PLS TOT7
- CALCULATED POSITION - NOTHING FOUND ON SET
- () WITNESS CORNER MONUMENTED WITH A WITNESS CORNER IN 4.75' FROM LOT CORNER. THIS CORNER IS TO BE MONUMENTED WITH A WITNESS CORNER IN 4.75' FROM LOT CORNER.
- GA/C OFFICIAL RECORDS OF FRESNO COUNTY
- ① INDICATES CURVE DATA - SEE CURVE DATA TABLE
- R- INDICATES RADIAL DATA - SEE RADIAL LINE TABLE
- ⑦ INDICATES LINE DATA - SEE LINE DATA TABLE
- AAAA INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS BY THE MAP
- INDICATES RELINQUISHMENT OF DIRECT VEHICULAR ACCESS RIGHTS BY THE MAP
- INDICATES BOUNDARY OF THE SUBDIVISION
- WC SET WITNESS CORNER, MEASURED ALONG LOT LINE, 9' FROM ACTUAL CORNER. THIS CORNER IS TO BE MONUMENTED WITH A WITNESS CORNER IN 4.75' FROM LOT CORNER. THIS CORNER IS TO BE MONUMENTED WITH A WITNESS CORNER IN 4.75' FROM LOT CORNER.
- ◆ DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES PER MAP OF TRACT NO. 5407 PHASE 2, FILED IN VOLUME 94 OF PLATS, AT PAGES 80-81, FRESNO COUNTY RECORDS.
- ⌵ DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES PER MAP OF TRACT NO. 5407 PHASE 2, FILED IN VOLUME 94 OF PLATS, AT PAGES 80-81, FRESNO COUNTY RECORDS.
- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
- ▲ NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES
- PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	ARC LENGTH
1	28° 30' 00"	15.00'	20.93'
2	28° 30' 00"	15.00'	20.93'
3	28° 30' 00"	15.00'	20.93'
4	28° 30' 00"	15.00'	20.93'
5	28° 30' 00"	15.00'	20.93'
6	28° 30' 00"	15.00'	20.93'
7	28° 30' 00"	15.00'	20.93'
8	28° 30' 00"	15.00'	20.93'
9	28° 30' 00"	15.00'	20.93'
10	28° 30' 00"	15.00'	20.93'
11	28° 30' 00"	15.00'	20.93'
12	28° 30' 00"	15.00'	20.93'
13	28° 30' 00"	15.00'	20.93'
14	28° 30' 00"	15.00'	20.93'
15	28° 30' 00"	15.00'	20.93'
16	28° 30' 00"	15.00'	20.93'
17	28° 30' 00"	15.00'	20.93'
18	28° 30' 00"	15.00'	20.93'
19	28° 30' 00"	15.00'	20.93'
20	28° 30' 00"	15.00'	20.93'
21	28° 30' 00"	15.00'	20.93'
22	28° 30' 00"	15.00'	20.93'
23	28° 30' 00"	15.00'	20.93'
24	28° 30' 00"	15.00'	20.93'
25	28° 30' 00"	15.00'	20.93'
26	28° 30' 00"	15.00'	20.93'
27	28° 30' 00"	15.00'	20.93'
28	28° 30' 00"	15.00'	20.93'
29	28° 30' 00"	15.00'	20.93'
30	28° 30' 00"	15.00'	20.93'
31	28° 30' 00"	15.00'	20.93'
32	28° 30' 00"	15.00'	20.93'
33	28° 30' 00"	15.00'	20.93'
34	28° 30' 00"	15.00'	20.93'
35	28° 30' 00"	15.00'	20.93'
36	28° 30' 00"	15.00'	20.93'
37	28° 30' 00"	15.00'	20.93'
38	28° 30' 00"	15.00'	20.93'
39	28° 30' 00"	15.00'	20.93'
40	28° 30' 00"	15.00'	20.93'
41	28° 30' 00"	15.00'	20.93'
42	28° 30' 00"	15.00'	20.93'
43	28° 30' 00"	15.00'	20.93'
44	28° 30' 00"	15.00'	20.93'
45	28° 30' 00"	15.00'	20.93'
46	28° 30' 00"	15.00'	20.93'
47	28° 30' 00"	15.00'	20.93'
48	28° 30' 00"	15.00'	20.93'
49	28° 30' 00"	15.00'	20.93'
50	28° 30' 00"	15.00'	20.93'
51	28° 30' 00"	15.00'	20.93'
52	28° 30' 00"	15.00'	20.93'
53	28° 30' 00"	15.00'	20.93'
54	28° 30' 00"	15.00'	20.93'
55	28° 30' 00"	15.00'	20.93'
56	28° 30' 00"	15.00'	20.93'
57	28° 30' 00"	15.00'	20.93'
58	28° 30' 00"	15.00'	20.93'
59	28° 30' 00"	15.00'	20.93'
60	28° 30' 00"	15.00'	20.93'
61	28° 30' 00"	15.00'	20.93'
62	28° 30' 00"	15.00'	20.93'
63	28° 30' 00"	15.00'	20.93'
64	28° 30' 00"	15.00'	20.93'
65	28° 30' 00"	15.00'	20.93'
66	28° 30' 00"	15.00'	20.93'
67	28° 30' 00"	15.00'	20.93'
68	28° 30' 00"	15.00'	20.93'
69	28° 30' 00"	15.00'	20.93'
70	28° 30' 00"	15.00'	20.93'
71	28° 30' 00"	15.00'	20.93'
72	28° 30' 00"	15.00'	20.93'
73	28° 30' 00"	15.00'	20.93'
74	28° 30' 00"	15.00'	20.93'
75	28° 30' 00"	15.00'	20.93'
76	28° 30' 00"	15.00'	20.93'
77	28° 30' 00"	15.00'	20.93'
78	28° 30' 00"	15.00'	20.93'
79	28° 30' 00"	15.00'	20.93'
80	28° 30' 00"	15.00'	20.93'
81	28° 30' 00"	15.00'	20.93'
82	28° 30' 00"	15.00'	20.93'
83	28° 30' 00"	15.00'	20.93'
84	28° 30' 00"	15.00'	20.93'
85	28° 30' 00"	15.00'	20.93'
86	28° 30' 00"	15.00'	20.93'
87	28° 30' 00"	15.00'	20.93'
88	28° 30' 00"	15.00'	20.93'
89	28° 30' 00"	15.00'	20.93'
90	28° 30' 00"	15.00'	20.93'
91	28° 30' 00"	15.00'	20.93'
92	28° 30' 00"	15.00'	20.93'
93	28° 30' 00"	15.00'	20.93'
94	28° 30' 00"	15.00'	20.93'
95	28° 30' 00"	15.00'	20.93'
96	28° 30' 00"	15.00'	20.93'
97	28° 30' 00"	15.00'	20.93'
98	28° 30' 00"	15.00'	20.93'
99	28° 30' 00"	15.00'	20.93'
100	28° 30' 00"	15.00'	20.93'

LINE DATA TABLE		
LINE	BEARING	LENGTH
1	N 89° 44' 35" E	20.93'
2	N 89° 44' 35" E	20.93'
3	N 89° 44' 35" E	20.93'
4	N 89° 44' 35" E	20.93'
5	N 89° 44' 35" E	20.93'
6	N 89° 44' 35" E	20.93'
7	N 89° 44' 35" E	20.93'
8	N 89° 44' 35" E	20.93'
9	N 89° 44' 35" E	20.93'
10	N 89° 44' 35" E	20.93'
11	N 89° 44' 35" E	20.93'
12	N 89° 44' 35" E	20.93'
13	N 89° 44' 35" E	20.93'
14	N 89° 44' 35" E	20.93'
15	N 89° 44' 35" E	20.93'
16	N 89° 44' 35" E	20.93'
17	N 89° 44' 35" E	20.93'
18	N 89° 44' 35" E	20.93'
19	N 89° 44' 35" E	20.93'
20	N 89° 44' 35" E	20.93'
21	N 89° 44' 35" E	20.93'
22	N 89° 44' 35" E	20.93'
23	N 89° 44' 35" E	20.93'
24	N 89° 44' 35" E	20.93'
25	N 89° 44' 35" E	20.93'
26	N 89° 44' 35" E	20.93'
27	N 89° 44' 35" E	20.93'
28	N 89° 44' 35" E	20.93'
29	N 89° 44' 35" E	20.93'
30	N 89° 44' 35" E	20.93'
31	N 89° 44' 35" E	20.93'
32	N 89° 44' 35" E	20.93'
33	N 89° 44' 35" E	20.93'
34	N 89° 44' 35" E	20.93'
35	N 89° 44' 35" E	20.93'
36	N 89° 44' 35" E	20.93'
37	N 89° 44' 35" E	20.93'
38	N 89° 44' 35" E	20.93'
39	N 89° 44' 35" E	20.93'
40	N 89° 44' 35" E	20.93'
41	N 89° 44' 35" E	20.93'
42	N 89° 44' 35" E	20.93'
43	N 89° 44' 35" E	20.93'
44	N 89° 44' 35" E	20.93'
45	N 89° 44' 35" E	20.93'
46	N 89° 44' 35" E	20.93'
47	N 89° 44' 35" E	20.93'
48	N 89° 44' 35" E	20.93'
49	N 89° 44' 35" E	20.93'
50	N 89° 44' 35" E	20.93'
51	N 89° 44' 35" E	20.93'
52	N 89° 44' 35" E	20.93'
53	N 89° 44' 35" E	20.93'
54	N 89° 44' 35" E	20.93'
55	N 89° 44' 35" E	20.93'
56	N 89° 44' 35" E	20.93'
57	N 89° 44' 35" E	20.93'
58	N 89° 44' 35" E	20.93'
59	N 89° 44' 35" E	20.93'
60	N 89° 44' 35" E	20.93'
61	N 89° 44' 35" E	20.93'
62	N 89° 44' 35" E	20.93'
63	N 89° 44' 35" E	20.93'
64	N 89° 44' 35" E	20.93'
65	N 89° 44' 35" E	20.93'
66	N 89° 44' 35" E	20.93'
67	N 89° 44' 35" E	20.93'
68	N 89° 44' 35" E	20.93'
69	N 89° 44' 35" E	20.93'
70	N 89° 44' 35" E	20.93'
71	N 89° 44' 35" E	20.93'
72	N 89° 44' 35" E	20.93'
73	N 89° 44' 35" E	20.93'
74	N 89° 44' 35" E	20.93'
75	N 89° 44' 35" E	20.93'
76	N 89° 44' 35" E	20.93'
77	N 89° 44' 35" E	20.93'
78	N 89° 44' 35" E	20.93'
79	N 89° 44' 35" E	20.93'
80	N 89° 44' 35" E	20.93'
81	N 89° 44' 35" E	20.93'
82	N 89° 44' 35" E	20.93'
83	N 89° 44' 35" E	20.93'
84	N 89° 44' 35" E	20.93'
85	N 89° 44' 35" E	20.93'
86	N 89° 44' 35" E	20.93'
87	N 89° 44' 35" E	20.93'
88	N 89° 44' 35" E	20.93'
89	N 89° 44' 35" E	20.93'
90	N 89° 44' 35" E	20.93'
91	N 89° 44' 35" E	20.93'
92	N 89° 44' 35" E	20.93'
93	N 89° 44' 35" E	20.93'
94	N 89° 44' 35" E	20.93'
95	N 89° 44' 35" E	20.93'
96	N 89° 44' 35" E	20.93'
97	N 89° 44' 35" E	20.93'
98	N 89° 44' 35" E	20.93'
99	N 89° 44' 35" E	20.93'
100	N 89° 44' 35" E	20.93'

RADIAL LINE TABLE		
RADIAL	BEARING	LENGTH
R-10	S 63° 43' 54" E	50.00'
R-8	N 54° 28' 23" W	50.00'
R-12	E 110° 18' 31" E	45.00'

NOTE: RADIALS 1, 2, 3, 4, 5, 6, 7, 8, 9, 13+ NOT USED

REVISED SUBDIVISION AGREEMENT
TRACT No. 6169
PHASE III OF REVISED VESTING TENTATIVE TRACT MAP No. 5607

CITY OF PARLIER
FRESNO COUNTY, CALIFORNIA

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the City of Parlier, a Municipal Corporation (herein "City"), and MV Parlier, LLC, a California Limited Liability Company (herein "Owner"), the owner of record, without regard for number or gender.

RECITALS

A. Owner has filed with the City a Final Map proposing the subdivision of land owned by Owner, and referred to as Tract No. 6169, Phase III of Revised Vesting Tentative Tract Map No. 5607, situated in the City of Parlier, along with certain Plans, Specifications and Detail Documents. Upon requesting approval by the City, Owner shall deliver all required documents and pay all fees required under the Parlier Municipal Code, and this Agreement.

B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.

C. Section 16.10.050 of the Parlier Municipal Code requires the Owner to enter into this Agreement with City whereby Owner agrees to do, perform, and complete the work and matters required as Conditions of Approval for Revised Vesting Tentative Tract Map No. 5607 as set forth in Exhibit "C" attached hereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Owner desires to construct the improvements and develop the Subject Property.

E. Owner hereby warrants that any and all parties having record title interest in the Final Map which could ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part hereof.

AGREEMENT

In consideration of approval by the **City** of the Final Map of Tract No. 6169 (Phase III of Revised Vesting Tentative Tract Map No. 5607) for filing and recording as provided and required by law, it is mutually agreed and understood by and between Owner and City as follows:

1. Owner shall perform the onsite and offsite work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this agreement.

In any event, the **Owner** agrees to furnish and install the following and agrees to complete all improvements hereinafter specified to the satisfaction of the City Building Official and the City Engineer within a period not to exceed eighteen (18) months.

The Owner agrees to construct all improvements per the drawings and specifications on file with the City and the time allotted per the following schedule:

	<u>Date of Completion</u>
Onsite and Offsite Grading	9-15-2018
Water Facilities	9-15-2018
Sewer Facilities	9-15-2018
Storm Drainage Facilities	9-15-2018
Gas, Electrical, and Telephone Facilities	9-15-2018
Street Improvements including Sidewalks	9-15-2018
Street Lights and Signage	9-15-2018

If the construction of the improvements shall be delayed without the fault of Owner, the time for completion thereof may be extended by the City Council for such period as the City Council may deem reasonable.

Building permits for homes within the Division may be issued once the water system has been installed, tested and accepted by City, and fire protection is available to the lots within the Division. However, all construction covered by this agreement shall be completed prior to issuance of any Certificates of Occupancy for dwellings within the Division. No model home certificates of occupancy will be allowed. Certificates of Occupancy may be issued by the Building Official at his discretion upon completion of all improvements and all building construction in accordance with applicable codes, standards and this Agreement.

2. Wherever used in this agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:
 - a. "Engineer" shall mean the City Engineer of the City of Parlier, or duly authorized representative.
 - b. "Inspector" shall mean the City Engineer, and/or the City Building Official, Building Inspector, Public Works Director, and/or Public Utilities Director of the City of Parlier.
 - c. "Standard Specifications" shall mean the Standard Specifications of the City of Parlier, as amended; and State Standard Specifications, current

revision, as applicable, including attached details and amendments thereto.

- d. "Division" shall mean and include the real property shown and described on the final map of Tract No. 6169, Phase III of Revised Vesting Tentative Tract Map No. 5607, including street areas of adjacent existing public streets to the centerlines thereof.
3. All of the work and improvements and materials shall be performed, installed, and provided in strict accordance with the Standard Specifications, and all applicable Building Codes incorporated herein as though set forth in full. All said work and improvements shall also comply with the requirements of the City of Parlier Municipal Code. All of said work and improvements and materials shall be done, performed, and installed under the supervision of the Engineer and the Building Official of the City of Parlier, under whose directions the work shall be inspected as it progresses.

Notwithstanding the fact the Owner's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval of the City hereof shall in no way relieve Owner of satisfactorily performing said work or Owner's obligations hereunder.

4. Owner agrees to perform and construct all work and improvements shown on the approved Plans on file with the Building Official of the City of Parlier,
5. Owner and City hereby agree that Owner is obligated to pay those fees and charges as set forth on Exhibit "A", attached hereto and incorporated herein by reference. Said fees and charges are due and payable upon approval of the Agreement by the City, unless agreed otherwise. City fees shall be collected per City regulations, or upon issuance of individual building permits for residences within the tract as agreed between Owner and City in accordance with applicable City ordinances and regulations.
6. Neither City nor any of its officers or agents shall be liable to Owner or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract.
7. City shall not be liable to Owner or to other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of said land covered by this agreement, or any part thereof.
8. Owner hereby releases and agrees to indemnify and hold City and its officers, agents, and employees harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever, the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any or all work to be done in and upon the public street rights-of-way and upon the premises adjacent thereto pursuant to this agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever

the same may appear, either directly or indirectly made or suffered by the Owner, the Owner's agents, employees, and subcontractors, while engaged in the performance of said work.

Prior to the commencement of any work pursuant to this contract, Owner's contractors shall furnish to City satisfactory evidence of insurance policies written upon forms and by companies which meet with the approval of the City, insuring City and its respective officers, agents, and employees against loss or liability which may arise during the work of which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of:

- a. Comprehensive Liability (including operations, products and completed operations.) \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Auto Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Workers Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Said policy or policies shall include coverage for underground explosion and collapse. Said policy shall be in favor of Owner or Owner's contractors and of the City, Yamabe & Horn Engineering, Inc. (City Engineer), and their respective officers, agents, and employees and shall be maintained in full force and effect during the life of this agreement. Said policy shall state by its terms and by an endorsement that said policy shall not be cancelled until City shall have had at least 30 days notice in writing of such cancellation. The Owner shall furnish the City with a copy of any and all insurance policies, along with a declarations page for each, adding the above-named entities as additional insured.

9. Upon completion of the improvements agreed to herein, Owner shall file a Notice of Completion of the improvements herein specified pursuant to Government Code Section 66499(b). This instrument shall be recorded and indexed in the Grantor Index to the names of all record owners of the property and in the Grantee Index to the City.
10. At the time Plans, Specifications, and Detail Documents for offsite and onsite improvements are approved, Owner shall submit the final documents and shall furnish to the City in a form acceptable to the City Attorney the following:
 - a. Improvement security in the amount of one-hundred percent (100%) of the total estimated cost for the faithful performance of all work and improvements required by this agreement;

- b. Improvement security in the amount of fifty percent (50%) of the estimated cost of all required work to secure payment to the Contractor, his or her subcontractors, and to persons renting equipment or furnishing labor or materials for such improvements;
 - c. Improvement security to secure the maintenance of the improvements for a period of one (1) year after the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, in the performance of the agreement with the City or the performance of the act. Said security shall not exceed an amount equal to twenty-five percent (25%) of the estimated cost of furnishing and installing said facilities. This security shall be in addition to any warranty required of the manufacturer;
 - d. Security in the amount equal to the estimated cost of placing all monuments and lot corners not set at the time the Final Map is recorded, as specified by the Subdivision Ordinance.
 - e. As a part of the obligation guaranteed by the security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's and administration fees, incurred by the local agency in successfully enforcing the obligation secured.
 - f. Security in the estimated amount of taxes and special assessments collected as taxes which are a lien but which are not as yet payable as referred to in Government Code Section 66493, or satisfactory evidence in the form of a written receipt of prepayment of said taxes and special assessments as described herein at the time of recordation of the Final Map.
- 11. Owner and Owner's contractors and subcontractors shall pay for any materials, provisions and other supplies or terms used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with City pursuant to Section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration for the period of construction.
 - 12. Compaction soil tests and retests shall be paid for by Owner. Street and onsite utility trench tests shall be taken in varying locations and depths as required and directed by the Engineer.
 - 13. Owner shall comply with Street, Plumbing, Electrical, and Zoning Codes and any other Codes of the City, and Owner shall secure an Encroachment Permit before working within any City of Parlier public right-of-way.
 - 14. Owner shall coordinate all work done by Owner's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall

representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Owner to timely notify the City Engineer may cause delay for which Owner shall be solely responsible.

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to exposure, inspection, and potential rejection.

Inspection of the work shall not relieve Owner of any of Owner's obligations to fulfill the Agreement as prescribed. Defective work shall be made good by Owner and unsuitable materials will be rejected when discovered, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked by the City Engineer, Inspector and/or Building Official and accepted.

15. Any damage to the Public Water, Sewer, or Stormwater Systems, concrete work, or street paving that occurs after installation and prior to final acceptance shall be made good to the satisfaction of the City Engineer by Owner before release of bonds and final acceptance of completed work.
16. Adequate dust and mud control shall be maintained by Owner on all onsite and offsite work required to be done under this agreement from the time work is first commenced in the development until the paving is completed. "Adequate dust control" as used herein shall mean the sprinkling with water and/or the laying of a coat of dust palliative thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment.

Whenever in the opinion of the City Engineer adequate dust control is not being maintained as required by this paragraph and the requirements of the SJVAPCD, the City Engineer shall give notice to Owner to comply with the provisions of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this agreement on behalf of Owner, or a superintendent or foreman of Owner or Owner's subcontractor at the subdivision or, at the election of the City Engineer, such notice may be mailed to Owner or Owner's address on file with the City Engineer.

If within twenty-four (24) hours after such personal service of such notice or within forty-eight (48) hours after the mailing thereof as herein provided Owner shall not have commenced to maintain adequate dust control or shall at any time hereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such work to be completed by City forces or by others, as he may deem advisable to eliminate the scattering of dust. Owner agrees to pay to City forthwith, upon receipt of billing therefore, the entire cost to City of such work. When the surfacing on any existing street area is disturbed, this surfacing shall be replaced with temporary or permanent

surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

17. Owner shall perform all work within the public rights-of-way and install all street improvements in accordance with Title 16, Chapter 16.08 of the Municipal Code of the City of Parlier, the City of Parlier Standard Specifications, and the State of California Department of Transportation Standard Specifications, current edition, and the approved construction plans.
18. Concrete curbs and gutters, the sanitary sewer system, water system, storm drainage pipeline and structures, together with water mains, gas mains, and their respective service connections, shall be completed and accepted by the City Engineer before finish pavement improvements are started.
19. Time is of the essence of this agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.
20. No assignment of this agreement nor of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the prior written consent of City.
21. This agreement includes the following Exhibits that are included herewith and made a part of this agreement:
 - a. Exhibit A — Fees and Security Requirements
 - b. Exhibit B — Security
 - c. Exhibit C — Resolution and Conditions of Approval, Vesting Tentative Map No. 5607
 - d. Exhibit D — Final Map, Tract No. 6169, Phase III of Revised Vesting Tentative Subdivision Map No. 5607
22. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this agreement, or the security herewith, the prevailing party in such action shall be awarded reasonable attorney's fees and court costs as may be determined by the court.
23. Owner agrees to defend, indemnify, and hold harmless the City, and its respective agents, officers, and employees from any claim, action, or proceeding against any of them to attack, set aside, void, or annul, any approval of the City or Fresno County concerning action brought within the time period provided for in Government Code Section 66499.37. The City agrees to properly notify the Owner of any claim, action or proceeding, and the City agrees to cooperate fully in the defense.
24. In the event an extension is granted to the time within which all work is to be completed, the Owner agrees that it will comply with all the applicable improvement standards in effect at the time the extension is granted.
25. It is agreed that all conditions of approval shall apply to and be included in this Agreement.

26. The City Engineer is assumed to be a just arbitrator between City, Owner, and the Contractor, and the entire work is under his jurisdiction to such end. It is his function to interpret the drawings and specifications; and pass judgment upon merits of materials and workmanship.
27. The Owner agrees to obtain a City of Parlier Business License for the General Contractor and for each of the Sub-Contractors performing construction work on the improvements.
28. Pursuant to Government Code Section 66462 and Parlier Municipal Code Section 16.10.050, the undersigned hereby certify and acknowledge that the construction of improvements identified herein shall be completed on or before September 15, 2018 or any approved extension thereof.
29. The Owner acknowledges that the City has formed a lighting and landscaping maintenance district (the "LLMD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to finance all or a portion of the cost of maintaining major street landscaping and street lights, as well any other services determined by the City which are allowed to be financed pursuant to the Act, that are in addition to those provided in the territory within the LLMD prior to the formation of the LLMD and do not supplant services already available within the territory proposed to be included in the LLMD and to levy a special tax to pay for such services. The Owner agrees to include Tract No. 6169 in the LLMD or annex Tract No. 6169 into the LLMD, and the Owner shall cooperate with the City and take any necessary actions in order to assist the City in annexing Tract No. 6169 into the LLMD. In furtherance of the foregoing, the Owner agrees to approve the levy of a special tax on any residential dwelling unit.

In the event the Owner does not cooperate with the City and Tract No. 6169 is not included in the LLMD or annexed into the LLMD, the Owner agrees to pay the City an amount equal to the present value of all future special tax that would have been levied within Tract No. 6169 using a discount rate determined by the City in its sole discretion and assuming sixty (60) years of levy, which shall be used to mitigate the impact on the City's general fund in providing funds to finance the services described above.

(Signatures on Following Page)

The parties have executed this agreement on the day and year first above written.
This agreement may be executed in any number of counterparts, each of which when
executed and delivered shall constitute a duplicate original, but all counterparts
together shall constitute a single agreement

OWNER: MV Parlier, LLC, a California Limited Liability Company:

By: Lyles Diversified, Inc., a California Corporation, Member

Michael F. Elkins, Managing Member

By: Century Builders, LLC, a California Limited Liability Company, Member

Leonel Alvarado, Managing Member

CITY: CITY OF PARLIER, a Municipal Corporation

Hon. Alma Beltran, Mayor

ATTEST:

Dorothy Garza, City Clerk

APPROVED AS TO FORM:

Jenell Van Bindsbergen, City Attorney

EXHIBIT "A"
DEVELOPMENT FEES AND BOND REQUIREMENTS
(Fees based upon 2014 City of Parlier Development Impact Fee Schedule for Low Density Development)

Fees 1 through 10 are due and payable per unit at the time the Building Permit is issued. Tract No. 6169 is subject to the Pipeline Project Development Impact Fee Incentive Program. With the exception of the Public Safety fee, all fees will be levied at 50% of their standard amount. Pre-reduction totals are in gray; final totals are **bold underlined**.

1.	City Management & General Services \$319.53 <u>\$159.77</u> per acre x 8.47 acres (\$73.15 <u>\$36.57</u> per unit for Tract No. 6169 <u>only</u>)	\$2,706.42 <u>\$1,353.21</u>
2.	Public Safety \$319.53 per acre x 8.47 acres (\$73.15 per unit for Tract No. 6169 <u>only</u>)	<u>\$2,706.42</u>
3.	Storm Drainage \$2,396.47 <u>\$1,198.24</u> per acre x 8.47 acres (\$548.60 <u>\$274.30</u> per unit for Tract No. 6169 <u>only</u>)	\$20,298.10 <u>\$10,149.05</u>
4.	Wastewater Treatment \$1,834.11 <u>\$917.06</u> per unit x 37 units	\$67,862.07 <u>\$33,931.04</u>
5.	Domestic Water \$2,156.84 <u>\$1,078.42</u> per unit x 37 units	\$79,803.08 <u>\$39,901.54</u>
6.	Fire Flow \$1,078.40 <u>\$539.20</u> per unit x 37 units	\$39,900.80 <u>\$19,950.40</u>
7.	City Parks \$559.18 <u>\$279.59</u> per unit x 37 units	\$20,689.66 <u>\$10,344.83</u>
8.	Water Hook-up \$400.19 <u>\$200.10</u> per unit x 37 units	\$14,807.03 <u>\$7,403.52</u>
9.	Sewer Hook-up \$615.65 <u>\$307.83</u> per unit x 37 units	\$22,779.05 <u>\$11,389.53</u>
10.	Other (due upon approval of agreement and before construction)	
(a)	Deposit estimated plan check fees (Owner will be required to pay any cost that exceeds the deposited amount shown)	\$10,000.00
(b)	Deposit estimated inspection fees (Owner will be required to pay any cost that exceeds the deposited amount shown)	\$35,000.00
(c)	Performance bond, lien, cash deposit, approved by the City Attorney	\$789,550.00

- | | | |
|-----|--|--------------|
| (d) | Labor and material bond, lien, cash deposit approved by City Attorney | \$394,775.00 |
| (e) | Warranty security bond to guarantee work against defects in materials or labor for a period of one (1) year following acceptance of improvements | \$197,387.50 |
| (f) | A surety bond approved by the City Attorney to guarantee payment for placing street monuments and lot corners | \$5,000.00 |
| (g) | A cash security in the amount of taxes which are a lien but are not yet payable, or evidence of taxes paid (for maps filed for recordation in November or December). Amount to be determined by Fresno County Auditor. | |

EXHIBIT "B"

SECURITY

Subdivider/Owner shall provide City with a Bond or Bonds, reflecting the amounts set forth in items 10(b) through and including 10(e) of Exhibit "A".

In lieu of **Subdivider/Owner's** providing bonds or other form of improvement security, **Subdivider/Owner** may elect to provide **City** with a letter from an acceptable financial institution reflecting the amounts set forth in Exhibit "A" and terms of disbursement substantially in accordance with the following terms:

1. **Subdivider/Owner** shall deposit said funds in an interest bearing account with funds readily available in an acceptable bank with all interest earned to remain the property of the **Subdivider/Owner**.
2. Funds are to be used for payment of the off-site improvements as shown on the approved plans.
3. Progress payment requests will be reviewed and approved by the **Engineer**.
4. Disbursement of funds will require signatures of both the **City Clerk** and the **City Manager**.

All other fees and expenses identified in Exhibit "A" shall be due and payable in accordance with the terms set out therein.

EXHIBIT "C"
CONDITIONS OF APPROVAL

Reference City of Parlier City Council Resolution No. 2011-64, dated December 7, 2011, approving the Revised Vesting Tentative Tract Map of Tract No. 5607 (listed as Exhibit "A") and the Conditions of Approval (listed as Exhibits "B" and "C").

Exhibit "D"
Final Map

Reference FINAL MAP OF TRACT NO. 6169 as approved by City of Parlier City
Council Resolution No. 17-22, dated March 15, 2017.

Said final map recorded concurrently herewith, in Fresno County Records.

City of Parlier Annual Encroachment Permit Special Condition
Last revised 05/04/17

Pacific Gas and Electric Company's (PG&E) franchise agreement with the City of Parlier states that the Company has the right to "construct and use the public rights of ways" and that includes the rights to "erect, install, operate, maintain, repair or replace our facilities". In accordance with these rights the City of Parlier grants an annual encroachment permit to Pacific Gas and Electric Company to perform the following work in rights-of-way under Parlier jurisdiction.

Overhead:

- a. Maintain, inspect, repair or replace in the same location all aerial facilities.
- b. String service drop wire or install service connections from facilities existing within the city right of way.
- c. Stub, or reset existing pole, provided no change in the location or pole or anchor is made. Stubs and anchors must not be placed between existing poles and traveled way.
- d. Replace poles, guy poles, and cross arms in or near the same location (less than 10 feet away). No new poles are authorized under these conditions.
- e. Install new and replace existing transformers on existing poles.
- f. Installations and clearances shall be equal to those required by either the California Public Utilities Commission Order or the California Occupational Safety and Health (CAL-OSHA) Safety Orders, whichever is greater
- g. Clear grass from around base of poles and excavate around poles for inspection, including tamping and straightening
- h. Trimming of trees for maintenance purposes at locations of existing aerial lines
- i. Tree/vegetation: Prune and remove vegetation within franchise easement to meet State General Order 95, Rule 35 and improve electric reliability/public safety

Underground:

- a. Maintain, inspect repair or replace in the same location all underground facilities accessible through existing enclosure, vaults and manholes.
- b. Minor maintenance work involving an excavation where such excavation does not exceed 10 feet in any direction or a surface area of 50 square feet. Pavement restoration shall be to County standards.
- c. Replace, repair, and adjust, all existing manhole covers, rings, lids, to match changes in conditions.
- d. 25 Sq. ft. or less dirt excavations within the PUE
- e. USA required pot holes and/ or bar holes less than 2'x2', full compaction, saw cut beyond hold diameter. Fill pot holes with temporary paving when permanent paving is to follow. Restoration should be city standards.
- f. PG&E manhole access in roadway/ right of way (including temporary lane/ shoulder closures during business hours)
- g. Pedestal/ CAD/ small in-ground 24 x24 box repair/ replacement

- h. Gas and electric bell holes for leak repair, splice box repair/ replacement and boring; standard size would be a 5'x5' bell hole – when no disruption of traffic and no disturbance to public improvements
- i. Emergency work – Emergency work can be performed without a permit, however any disruption to the public right of way whether to traffic or physical improvements must be submitted by end of next business day and notification that the emergency work is taking place.

Traffic Control:

- PG&E will adhere to standard traffic control plans established by the CA Manual on Uniform Traffic Control Devices (MUTCD) with Annual Permit language.

Notification:

PG&E agrees to give notice of work and a drawing by facsimile or email to the City with a weekly schedule of work and revised daily work schedule in advance of work. The fax number to be used is 559. [REDACTED] or email to [REDACTED] and [REDACTED] will be the contact person for review. The copy of PG&E plans will serve as the City's tracking of work activities and no other list is required after approval of work by the City. The PG&E submittal will include a traffic control plan.

Work includes:

- Planned Work
 - City will be notified at least 48 hours * *subject to weather conditions*
- Unplanned Work
 - City will be notified as soon as possible before work starts
- Emergency Work
 - City will be notified at least 24 hours after work started
- Follow-up on all work that does not happen or needs to be rescheduled

Fees:

Aside from annual permit fee, no additional permit fees are required for work done under this annual encroachment permit.

PG&E agrees to require all PG&E Contractors and Subcontractors to follow all provisions stated in this Annual Permit, and agrees to be responsible for their acts or omissions. PG&E will provide a list of all approved PG&E Contractors and Subcontractors to the City. City retains the right to disallow particular contractors or subcontractors from working in the City right-of-way.

Approved and dated by:

Approved and dated by:

Pacific Gas and Electric Company

City of Parlier

RESOLUTION NO. 2017-37

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
APPROVING THE CITY OF PARLIER ANNUAL ENCROACHMENT PERMIT WITH PACIFIC
GAS AND ELECTRIC COMPANY (PG&E) AND AUTHORIZING CITY MANAGER TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Parlier and PG&E has a franchise agreement between the two entities that gives PG&E the right to “construct and use the public rights of ways” and that includes the rights to “erect, install, operate, maintain, repair or replace our facilities”; and

WHEREAS, PG&E previously has been required to submit a separate encroachment permit for each separate project under the franchise agreement to perform the following work in rights-of-way under Parlier jurisdiction; and

WHEREAS, in accordance with these rights, the City of Parlier wishes to grant an annual encroachment permit to Pacific Gas and Electric Company to perform the following work in rights-of-way under Parlier jurisdiction.

WHEREAS, the annual encroachment permit will require an annual fee of \$500.00 from Pacific Gas and Electric Company to the City of Parlier to perform the following work in rights-of-way under Parlier jurisdiction.

WHEREAS, annual fee between Pacific Gas and Electric Company to the City of Parlier will be re-evaluated annually based on the previous year’s work by PG&E under the franchise agreement.

NOW THEREFORE, IT IS HERBY RESOLVED by the City Council of the City of Parlier as follow:

1. Approve the annual encroachment permit to Pacific Gas and Electric Company for the right to “construct and use the public rights of ways” and that includes the rights to “erect, install, operate, maintain, repair or replace our facilities” in rights-of-way under Parlier jurisdiction
2. Authorize the City Manager to execute the annual agreement with PG&E on behalf of the City.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Parlier at a meeting thereof held on the 17th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Dorothy Garza, City Clerk



Agenda Item: VI-B
Meeting Date: May 17, 2017

REPORT TO COUNCIL

SUBJECT: City of Parlier Tow Service Procedure Amendment

RECOMMENDATIONS: Staff recommends Council Approve the amended Parlier Police Department's Rotational Tow Service Procedure, revised Fee Schedule, Amended Tow Service Agreement and adopts Resolution No. 2017-___ amending the City's Tow Fee Schedule and Rotational Tow Fee Procedure.

BACKGROUND: The City's current towing services procedure and fee schedule have not been reviewed or amended since 2014. A review of other local law enforcement agency policies and fee schedules indicates that the City of Parlier is charging considerably less than other surrounding agencies for the City's tow fee reimbursement rate and the allowable fees collected by contract tow operators for towing and storage charges associated with tows originating in the City of Parlier (Refer to Fresno County CHP tow fee schedule). Additionally, the City and Police Department personnel have expressed an interest in having additional tow operators available to provide enhanced vehicle tow and storage services to residents and visitors alike.

BUDGET IMPACT: If the new fee schedule is adopted there will be a slight increase in towing fee revenues to the City based on the recommended \$10.00 increase in tow fee reimbursements, which will likely amount to \$1,800 to \$2,400 a year.

ATTACHMENTS:

- I. Resolution 2017-___, amending the City's Rotational Tow Service Procedure and Fee Schedule;
- II. Parlier Police Department's Rotational Tow Service Procedure, dated May 17, 2017;
- III. Attachment "A", Police Department's Hearing/Appeal Process;
- IV. Attachment "B", Police Department Response to Calls Policy;
- V. Attachment "C", Insurance Requirements;
- VI. Attachment "D", Parlier Police Department Tow Service Agreement.

Prepared By:


Richard J. Ehle
Chief of Police

Approved By:

Ron Manfredi
City Manager

RESOLUTION NO. 2017-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING
AMENDMENTS TO PARLIER POLICE DEPARTMENT OPERATIONAL
PROCEDURE NO. 240 RELATING TO ROTATION TOW SERVICE AND
DELEGATING AUTHORITY TO UPDATE THE DEPARTMENT POLICY MANUAL**

WHEREAS, the City Council adopted its current Operational Procedure No. 240 relating to Rotation Tow Service ("Tow Procedure") in 1999;

WHEREAS, the Police Department also maintains a vehicle towing and release policy as part of the Department's internal policy manual ("Tow Policy");

WHEREAS, the Chief of Police has determined that the Tow Policy and Tow Procedure should be updated to reflect the Department's current fees, standards of service, processing procedures, and tow operator qualifications; and

WHEREAS, the City Council has considered the Chief of Police's request to update the Tow Policy and Tow Procedure.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Parlier as follows:

1. Operational Procedure No. 240 - Rotation Tow Service Procedure, attached hereto as Exhibit A, which sets out the fees charged by the City and by approved tow operators, as well as the current Tow Service Agreement, is hereby adopted as the current rotation tow service procedure for the City.
2. The City further delegates to the Chief of Police the authority to update the Department's Tow Policy consistent with the Department's current practices and the Tow Procedure adopted today.
3. This Resolution will take effect immediately.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Parlier held on the 17th day of May, 2017, by the following vote:

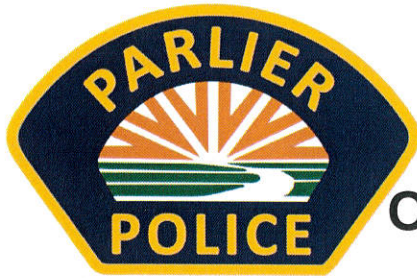
AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Mayor Alma Beltran

ATTEST:

City Clerk/Deputy City Clerk



OPERATIONAL PROCEDURE

DATE: _____, 2017

NO. 240

SUBJECT: Rotation Tow Service Procedure

I. OBJECTIVE

To provide quality towing services for the City of Parlier (the "City"), the public and law enforcement, and to assure equal opportunity for all qualified tow service operators to participate in the rotational tow activities.

II. POLICY

All tow service operators meeting the criteria established in this Procedure and selected by the City ("Tow Operators") shall be added to the Department's Rotational Tow List. This Procedure is patterned after those of the California Highway Patrol ("CHP") and the Fresno County Sheriff's Department.

III. PROCEDURE

Applicants for placement on the Parlier Police Department's (the "Department's") Rotational Tow List that are not accepted shall be advised in writing of the reasons for denial, and shall be informed that the denial does not preclude them from operating a tow service. Application denials are subject to appeal and review by the Chief of Police.

The rotational tow system has been established to ensure an equitable distribution of calls among tow companies on the Rotational Tow List within the Department's jurisdiction. All tow requests are serviced through the Sheriff Department's Central Communications Center, and the responsibility for ensuring an equitable distribution of rotation calls shall be with the Fresno Sheriff's Patrol Division Assistant Division Commander.

Requests by vehicle drivers and owners for specific tow services or associations such as AAA etc., will be honored whenever possible. These private requests shall not constitute a rotational tow. Police officers shall not make recommendations that would favor one tow service over another.

When an emergency situation exists and it is not practical to honor a driver or owner's request, the nearest rotational tow service will be dispatched. This shall constitute a rotational tow.

A separate rotation list shall be maintained for Class C "Big Rig" services to ensure an equitable distribution of this type of request.

A record shall be maintained by the Sheriff's Department Communications Center to indicate the number of calls placed with each tow service and the response received. A call to a tow shall constitute one turn on the list and the Tow Operator shall be moved to the bottom of the list. Turns missed on rotation shall not be made up in cases where Tow Operators fail to answer telephone calls, or otherwise are unable to respond in a timely manner. (See Attachment B, which is incorporated herein by reference.) When a pattern of failures to handle rotational tow requests, or a failure to handle calls in a reasonable period of time exists, the Tow Operator shall be notified in writing of a pattern of non-responses and shall be removed from the Department's list until the problem is corrected.

Acceptance of Tow Service:

All qualified Tow Operators shall be accepted for the Department's Rotational Tow List subject to the following conditions:

1. The Tow Operator shall meet all the conditions contained in the Tow Service Agreement ("Agreement") and shall submit a signed copy of the Agreement to the Department. In addition, the Tow Operator shall comply with all provisions of the Department's Rotation Tow Service Procedure. The Agreement, when completed and signed, shall be submitted to the Parlier Police Department, Attn: Chief of Police (Rotational Tow Request).
2. The Tow Operator shall provide a current Certificate of Insurance to the Department, or provide verification of compliance with California Vehicle Code ("CVC") Section 16500.5 on file with the Department. (See Attachment C, which is incorporated herein by reference.)

All tow vehicles utilized by the Tow Operator are subject to inspection and compliance with the California Vehicle Code, by the California Highway Patrol. A signed CHP form 234b must be provided prior to approval.

3. Any modification or additions to the provisions contained in the Application for Rotational Tow Listing require a written addendum to the original application, and shall be reviewed and approved by the Chief of Police.

Denial of Placement on Rotational Tow List:

Tow Operators may be denied placement on the Department's Rotational Tow List based on any of the following conditions:

1. When the Tow Operator in question has not met the criteria specified in the Application for Rotational Tow Listing, the Tow Service Agreement, or the Tow Car Inspection.
2. When the Tow Operator is not clearly independent of another Tow Operator which is already on the Rotational Tow List in the City.
3. When the Tow Operator in question has a past history of unreasonable delays, unavailability, or non-response to emergency or traffic hazard

situations.

4. When the Tow Operator has previously repeatedly failed to pay the Police Service Fee or charged rates in excess of those provided in this Policy.
5. When the Tow Operator has a history of releasing vehicles without authorization, allowing unauthorized access to a storage yard, mishandling of vehicles subject to evidence holds, allowing unauthorized drivers to respond to calls, failing to provide information or a change of status on any Tow Operator employee or staff, substantiated private party impound complaints, refusing to take a rotational tow, failing to properly secure a storage yard, and failing to obey lawful orders by a police officer.
6. When the Tow Operator does not provide the Department with a current valid copy of liability insurance coverage.
7. Placement may also be denied if, based on professional judgment of the Chief of Police, inclusion in the tow rotation would not be in the best interest of the public or the Department.
8. A conviction of anyone with a financial interest in the Tow Operator, or any employee of the Tow Operator, for, including but not limited to, any of the following, may be cause for denial of application or termination of the Agreement:
 - Physical assault, against public and/or law enforcement
 - Verbal abuse
 - Any crimes listed in California Penal Code section 290
 - Vehicle theft
 - Fraud
 - Stolen property
 - Crimes of violence
 - Any felony crime relating to narcotics or any controlled substance
 - Any other crimes enumerated in California Vehicle Code section 2432.3
 - Actively on parole or on any form of probation
 - Crime of moral turpitude
 - Sex, arson, or narcotics registrant
 - Other felony convictions

The Department is not required to provide any reason, rationale or factual information in the event it elects to deny an application or to remove any of Tow Operator's personnel from providing services for the Department. Tow driver or employee applicants denied under this section may appeal to the Chief of Police or his/her designee. All decisions by the Chief of Police or his/her designee are final.

In the event the Tow Operator or employee is convicted or is under investigation, the Tow Operator may be given the opportunity to replace that employee without prejudice to the Agreement. Nothing shall prohibit the City from removing, suspending or terminating the Agreement. It will be the responsibility of the Tow Operator to provide the City with updated information regarding any illegal

activity, arrest(s) or conviction of any Tow Operator and or employee. For the purpose of this section, any conviction or plea of guilty or *nolo contendere*, even to any lesser-included offense, is considered a conviction. Failure to provide information regarding the identity of the employee, or anyone else with a financial interest in the company, will result in termination of the Agreement. Failure to provide the City any information regarding the conviction of any of the above crimes may also result in termination of the Agreement.

Suspension from Rotational Tow List:

A Tow Operator may be suspended from the Rotational Tow List for reasons, including but not limited to, the following:

- Engaging in conduct that would be grounds for denial of a placement on the Rotational Tow List
- A felony conviction
- An investigation has been initiated related to a crime listed as grounds for denial of placement on the Rotational Tow List
- Minor violations of law, the City's Vehicle Towing and Release Policy, this Procedure, or the Tow Service Agreement, including not completing a pull notice, repeated rejection of dispatched calls, dropping vehicles in unauthorized tow yards or locations
- Other violations of the Agreement not considered a major violation by the Chief of Police

A Tow Operator who is suspended will be required to pay a reinstatement fee of \$500.00 in addition to any other requirements of reinstatement.

Removal from Rotational Tow List:

Existence of one or more of the following conditions is grounds for removal of a Tow Operator from the Rotational Tow List:

1. Failure to comply with any of the requirements of the Agreement
2. Repeated and/or flagrant violations of the Vehicle Code by drivers or owners of the Tow Operator
3. Failure to answer calls within a reasonable period of time
4. Failures to maintain clean, orderly and secure storage facilities
5. Failures to maintain on file with the Department a current valid copy of liability insurance coverage
6. Any conduct that would be grounds for the denial of an application to be placed on the Rotational Tow List.
7. Other justifiable reasons (e.g., owner going out of business or business sold or leased to another person who has not filed a request for rotation tow with the Department)

Reinstatement to Rotational Tow List:

Whenever a Tow Operator has been removed from the Rotational Tow List for any reason, they may be reinstated only when they have complied with the provisions of this Procedure and the Agreement, and the Chief of Police is satisfied that continued compliance will be maintained.

Upon application for reinstatement, the Tow Operator shall provide the following:

1. A completed Application for Rotational Tow Listing on a Department-approved form, and a signed Tow Service Agreement
2. Written statement providing justification for reinstatement
3. Payment of the reinstatement fee, if required because of a suspension

If rejected, the Tow Operator shall be notified in writing of the reason for rejection. Appeals shall be directed to the City Manager.

Releasing Towed Vehicles:

The Tow Operator may release vehicles towed for the Department under the following conditions:

Impounded Vehicles:

The Tow Operator shall not release any impounded vehicle without a written release form signed by a representative of the Department.

Stored Vehicles:

Stored vehicles may be released by the Tow Operator when the person wishing the vehicle released provides a receipt and release obtained from the Department, and in compliance with California Vehicle Code section 22851.

Tow Rates:

- A. Fees charged for response to calls originating from the Department shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner, and may be revised by City Council resolution from time to time:
 1. The operator shall submit his/her retail hourly rate to the Department. The Department shall determine the validity and reasonableness of the submitted rates. The rate shall not exceed \$225.00.

- (a) A rate's validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate in excess of an operator's retail rate will be considered invalid and will not be accepted. An operator who submits an invalid rate will not be allowed to resubmit a new rate and will be disqualified from the Department's Rotational Tow List until the next enrollment period.
- (b) Rate requirements represent the maximums a Tow Operator may charge on a Department call. A Tow Operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as a required charge for such service. No Tow Operator or employee shall refer to any rate as the minimum required or set by the Department.

Flat price per vehicle per call:

Light-Duty Tow/Flatbed	\$200.00
Medium-Duty Tow	\$210.00
Heavy-Duty Tow	\$225.00

- 2. Auxiliary Equipment (e.g., airbags, converter gear/dolly, additional trailers, etc.)
 - 3. Contracted Equipment (e.g., airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, etc.)
 - 4. Contract labor.
- B. Department shall determine the reasonableness of the fees for tow service operations based upon the average of the proposed fees submitted, a comparison to industry standards for similar operations, and any other information or evidence the Police Chief deems necessary or appropriate.
 - C. The rate for towing shall be from portal to portal and may be charged at a one-hour minimum. Charges in excess of one hour must be charged and prorated in fifteen-minute increments. There shall be no additional charges for mileage, labor, etc. The Tow Operator, in accordance with his/her private business practices, may negotiate secondary towing requested with the customer.
 - D. Rates for service calls (out of gas, lockouts, etc.) shall be from portal to the end of the service, and may be at the hourly rate with a thirty-minute minimum. Charges in excess of thirty minutes must be charged and prorated in fifteen-minute increments.
 - E. The total fees charged for after-hours release shall be as follows: On Saturday and Sunday, between the hours of 8 a.m. and 12 p.m. a \$55.00

gate fee may be applied. Any other after hour gate fee may be charged at all other times. The gate fee may not exceed \$55.00 and may only be charged to the vehicle's owner for releases or personal property recovery that occurs outside normal business hours (excluding lien fees, storage fees, taxes, or other additional fees).

- F. Gate fees for medium- and heavy-duty tows will be set at one-half the CHP hourly rate for medium- and heavy-duty tows.
- G. Non-tow service calls (out of gas, lockouts, and flat tires) shall not exceed one-half the flat-rate charge for a light-duty truck response.

Police Service Fees:

Tow Operators pay the City, as consideration for the non-exclusive right to perform Department-generated tows pursuant to this Procedure, fees in the sum of \$25.00 per/tow ("Police Service Fees"). Unless otherwise provided herein, all fees are due and payable to the City within 60 days from the date of the City's invoice, but in no event later than 90 days after the tow if no City invoice has been received. If the Tow Operator fails to make any payment when due, that Tow Operator shall be immediately removed from the Rotational Tow List until proof that all monies have been paid in full.

Any vehicle valued from \$0-\$300 will not be subject to the Police Service Fee. The Tow Operator must provide proof of value in the form of a junk slip submitted with the Police Service Fee invoice. For purpose of this section, "junk slip" is defined as a notice of a vehicle to be dismantled or junked.

Storage Fees

- A. The Tow Operator shall submit its proposed storage fees, for inside and outside storage, to the Chief of Police. The Chief of Police shall determine the reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation and any other information or evidence he or she deems necessary or appropriate. Outside storage fees shall not exceed \$50.00, and inside storage fees shall not exceed \$60.00. Inside storage fees shall only be charged when inside storage is requested by the Department, the registered or legal owner, an insurance company, or when inside storage can be justified by the Tow Operator.
- B. Consistent with Civil Code section 3068.1(a)(1), Tow Operators may only charge one day's storage for the first 24 hours and then for each calendar day thereafter (e.g., Sunday-Monday 11 p.m. -11 p.m. is one day, and each day thereafter is counted based on a calendar day).
- C. The approved schedule of rates charged by the Tow Operator shall be available in the tow truck and made available upon request to person(s) for whom the tow services were provided or his/her agent or any Department officer at the scene.
- D. The Tow Operator shall display in plain view at all cashier stations a sign

as described in Civil Code section 3070, disclosing all storage fees and charges, including the maximum storage rate.

- E. A Tow Operator must accept vehicles impounded as evidence. These vehicles will accrue normal storage fees for a maximum of seven days, for which the registered owner will be responsible. If the vehicle is stored as evidence longer than the seven days, the Tow Operator must store the vehicle for the City without additional storage fees accruing. There will be no storage fee for storage of City vehicles within City limits.
- F. Rate requirements represent the maximums a Tow Operator may charge for storage of a Department tow vehicle. A Tow Operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as required in a charge for such service. No Tow Operator or employee shall refer to any rate as the minimum required or set by the Department.

Outside Storage Rates:

Passenger cars	\$45.00 /per day
Motorcycles	\$35.00 /per day
Trucks or Trailers	\$50.00 /per day

Inside Storage Rates:

Passenger cars	\$55.00 /per day
Motorcycles	\$45.00 /per day
Trucks or Trailers	\$60.00 /per day

In any event, all fee schedules will be equitable from Tow Operator to Tow Operator. The Department will review all rates and requests for charges for all Tow Operators periodically.

Towed in Error:

If the Police Chief or his or her designee determines that an error has occurred in impounding a vehicle, it shall be immediately released to the registered owner without charge, and the Tow Operator will be placed back at the top of the Rotational Tow List and will receive the next two (2) tows in rotation.

Tow Truck Classifications:

A Tow Operator shall equip and maintain tow truck(s) covered under this Procedure in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices.

There will be four classes of tow trucks covered under this Procedure:

Class A - Light Duty:

- A. A Tow Operator shall maintain a minimum of one tow truck with a manufacturer's Gross Vehicle Weight Rating

("GVWR") of 10,000 to 19,500 pounds with wheel lift capability, and may have a car carrier.

- B. A Tow Operator that has a car carrier may be exempted from the wheel lift capability requirement. However, the car carrier must be an additional unit.

Class B - Medium Duty:

A Tow Operator shall maintain at least one tow truck with a manufacturer's GVWR of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle.

Class C - Heavy Duty:

A Tow Operator shall maintain at least one three-axle tow truck with a manufacturer's GVWR of at least 33,000 to 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle.

Class D - Super Heavy Duty:

- A. A Tow Operator shall maintain at least one three-axle tow truck with a manufacturer's GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle.
- B. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when recommended.

Storage Facility:

The Tow Operator shall provide adequate security of vehicles and property at the place of storage. At a minimum, a fenced or enclosed area shall be provided. The Tow Operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.

The Tow Operator shall notify the Department prior to the removal of property from a stored vehicle and will provide a receipt, with a copy placed in the stored vehicle. The requirement to notify the Department prior to the removal of property may be waived by the Chief of Police if it is determined that proper safeguards and procedures are utilized by the Tow Operator.

1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
2. Except in cases where the vehicle has been impounded for evidence or investigation, the Tow Operator shall release personal property from the

vehicle at the request of the vehicle owner or his/her agent. If such a release is made, the Tow Operator shall notify the Department.

The primary storage facility shall normally be at the same location as the Tow Operator's business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and personal property shall be released at the primary storage facility upon request of the owner or a person having a legal entitlement to the vehicle. Prior to utilizing new storage facilities that were not listed on the Application for Rotational Tow Listing, the Tow Operator must obtain the Chief of Police's approval and furnish the Chief with the address.

Inspections:

The CHP provides at least one annual inspection of all tow trucks at no charge to the Tow Operator. The Tow Operator shall not respond a tow truck to a Department call that has not been inspected and approved by the CHP within the previous year. The Department may conduct additional inspections without notice during normal business hours.

Disciplinary Action:

The Chief of Police may use the following as a guide for disciplinary action against Tow Operators for violations investigated and found true. This is only a guide, and the Chief of Police retains discretion for all violations, including criminal offenses.

Violation:

First within 12 consecutive months	Written Reprimand
Second within 12 consecutive months	30-Day Suspension
Third within 12 consecutive months	90-Day Suspension
Fourth within 12 consecutive months	1-Year Suspension

Violations may be purged after 36 months, and subsequent violations renumbered accordingly.

Nothing herein shall be deemed to prohibit the Department from immediately suspending any Tow Operator whose conduct is deemed, in the discretion of the Police Chief, Watch Commander or Senior Officer, to be a danger to the motoring public or a violation of the Agreement or this Procedure.

IV. PERIODIC REVIEW

This Procedure shall be reviewed periodically by the Chief of Police or his designee, and may be placed on the City Council meeting agenda to allow the council the opportunity to review, remove or amend the Procedure as it deems necessary.

Reviewed and Submitted,

Date: _____

Richard J. Ehle
Chief of Police

Attachments: 4

ATTACHMENT A

HEARING/APPEAL

In the event the Parlier Police Department (the "Department") serves the Tow Operator with a written reprimand or suspension, the Tow Operator may request a hearing within seven (7) calendar days by submitting a request in writing to the Chief of Police, which written request must include the reason(s) the reprimand or suspension should not be imposed. If a hearing is requested, it shall be held as soon as practicable. The Chief of Police or his/her designee shall conduct the hearing and the Tow Operator shall be entitled to present all relevant facts and circumstances in support of his/her position. The Tow Operator shall be further entitled to present testimony of at least one representative of a tow truck association or other qualified person at the hearing. The Tow Operator shall be notified in writing of the decision of the Chief of Police within seven (7) working days following the date of the hearing.

If the Tow Operator is dissatisfied with the Chief of Police's decision, the Tow Operator may lodge an appeal by submitting a request in writing to the City Manager's office within seven (7) calendar days of the date of the Police Chief's decision. The written request must include the reason(s) for the appeal. If an appeal is requested, it shall be held as soon as practicable. The City Manager or his/her designee shall conduct the appeal. The Tow Operator shall have the same hearing rights as those provided at the first hearing. The Tow Operator shall be notified in writing of the City Manager's decision within seven (7) calendar days of the date of the appeal hearing. The City Manager's decision shall be final.

A suspension shall not take effect until any initial hearing and appeal process requested by the Tow Operator has been exhausted, with the exception of Tow Operators whose conduct is deemed to be a danger to the motoring public or whose conduct violates the terms and conditions of the Tow Service Agreement or the Rotation Tow Service Procedure. If a Tow Operator fails to request a hearing, fails to lodge an appeal within the specified time, or fails to appear at a scheduled hearing or appeal, the action taken by the Chief of Police shall be final and the suspension shall take effect upon written notification to the Tow Operator.

ATTACHMENT B

RESPONSE TO CALLS

The Tow Operator shall respond to the Department's calls 24 hours a day, seven days a week, within the reasonable response time established by the Chief of Police. The Tow Operator must advise the County Sheriff's Communications Center dispatcher at the time of notification if the Tow Operator is either unable to respond or unable to meet the maximum response time. If, after accepting the call, the Tow Operator is unable to respond or will be delayed in responding, the Tow Operator shall immediately notify the County Sheriff's Communications Center. The Tow Operator may not assign calls to other tow companies.

- A. Failure(s) to respond and/or failure(s) to meet the maximum response time requirements, which exceed fifteen percent (15%) of the total Department calls during any consecutive thirty-day period, shall constitute failure to comply with the terms and conditions of this Procedure and the Tow Service Agreement.

A Tow Operator may not respond to a call assigned to another Tow Operator unless requested to do so by the Department. Any unauthorized response or tow will not be compensated by the City and will not change the Tow Operator's place in rotation.

- B. There may be times when a Tow Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the Department officer requests their assistance in clearing the roadway. In such a case, the Tow Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the Tow Operator's place in rotation.

If it is determined that the tow is not needed and is canceled by the Department, up to and including arrival at the scene, there shall be no charges and the Tow Operator will be placed back on top of the Rotational Tow List.

A "reasonable response time" will vary depending on the location of the requesting officer, road and weather conditions, and other variables. Generally, a normal in- City "reasonable response time" will be no more than 20 minutes.

ATTACHMENT C INSURANCE

The Tow Operator shall maintain the following minimum levels of insurance and will also name the City of Parlier as an additional insured on its policy(ies).

- A. Comprehensive General Liability Coverage shall be at least equal to Insurance Services Office ("ISO") Commercial General Liability Insurance, which shall be on the most current version of ISO, Commercial Liability Coverage Form CG 00 01, and shall include insurance for "bodily injury," "property damage," and "personal and advertising injury" with coverage for premises and operation, including the use of owned and non-owned equipment, products and completed operations, and contractual liability, including, without limitation, indemnity obligations under the contract. The coverage limits for each of these policies shall be no less than the following:
 - 1. \$1,000,000 per occurrence for bodily injury and property damage
 - 2. \$1,000,000 per occurrence for personal injury and advertising injury
 - 3. \$1,000,000 per occurrence for products and completed operations
 - 4. \$1,000,000 aggregate for products and completed operations
 - 5. \$1,000,000 general aggregate applying separately to work performed under the Agreement
 - 6. \$1,000,000 for garage keeper's/storage facilities
 - 7. \$1,000,000 on-hook/cargo or the legal minimum required for the class of tow truck used, if greater
- B. Commercial Automobile Liability insurance shall be on the most current version of ISO Business Auto Coverage Form CA 00 01, and shall include coverage for all owned, hired and non-owned vehicles or other licensed vehicles with limits of not less than \$1,000,000 per accident for bodily injury and property damage. Uninsured Motorist coverage shall be no less than the legal minimum combined single limit.
- C. Employer's liability insurance shall have minimum limits of \$1,000,000.
- D. Worker's Compensation insurance shall be maintained as required under the California Labor Code.
- E. Verification of Coverage. Tow Operator shall provide current copies of

certificates of insurance or policy declarations to the Department.

Proof of insurance shall be in the form of a certificate of insurance, which must reflect the City of Parlier as an additional insured.

Policy expiration or cancellation will immediately nullify the Tow Service Agreement. The Tow Operator's insurance policy shall provide for immediate notification of the Department in the event that the insurance policy has expired or is canceled.

ATTACHMENT D

PARLIER POLICE DEPARTMENT TOW SERVICE AGREEMENT

This Agreement for Non-Exclusive Tow Service Franchise (hereinafter referred to as the "Agreement") is entered into this ____ day of _____ 20__ ("Commencement Date"), at Parlier, California, between the City of Parlier, a municipal corporation ("City") and _____ ("Tow Operator").

WITNESSETH

WHEREAS, City requires non-consensual vehicle towing services and desires to enter into a non-exclusive franchise agreement for those services; and

WHEREAS, City has the authority under state and federal law to regulate a tow franchise within its boundaries and to charge a reasonable fee to reimburse the City for the costs of administering such franchise; and

WHEREAS, Tow Operator desires to enter into this Non-Exclusive Franchise Agreement to provide such non-consensual towing services to City; and

WHEREAS, Tow Operator agrees that the City has the authority to enforce the terms and conditions of this Agreement and to charge the fees as adopted and amended from time to time by resolution of the City Council.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants herein set forth, the parties agree as follows:

Section 1. Definitions.

- A. "Agreement" means this Agreement for Non-Exclusive Franchise for Tow Services entered into between the City and Tow Operator.
- B. "Police Service Fee" means a fee charged to Tow Operator for each service call to compensate the City for its costs related to non-consensual vehicle towing under this Agreement.
- C. "Rotation Tow Service Procedure" means the Rotation Tow Service Procedure of the Parlier Police Department (the "Department").
- D. "Rotational Tow List" means a call rotation list maintained by the Department.
- E. "Parlier Police Department" or "Department" is the designated City department to administer the Agreement.

- F. "Tow Operator" means the tow service provider and duly authorized employees, agents, assigns or designees.

Section 2. Agreement. Tow Operator agrees to comply with all terms and conditions of this Agreement, the Rotation Tow Service Procedure, all local, state and federal laws, and to pay all fees required by this Agreement.

Section 3. Police Service Fee. Tow Operator shall pay to the City the applicable Police Service Fee, as set forth in the Rotation Tow Service Procedure, and which may be amended from time to time by the City Council, for each tow service call pursuant to this Agreement.

Section 4. Term and Termination.

- A. This Agreement shall be effective for a period of five (5) years from the Commencement Date.
- B. This Agreement may be terminated immediately upon notice by either party given to the other party at the address or facsimile number in Section 16 of this Agreement.

Section 5. Voluntary. Participation in the non-exclusive, non-consensual franchise towing agreement and inclusion on the Rotational Tow List is voluntary; however, agreeing to and complying with the terms and conditions of the Agreement are mandatory for inclusion on the Rotational Tow List for non-consensual towing within the boundaries of the City.

Section 6. Independent Contractor. Tow Operator is an independent contractor and not an officer, agent, servant, or employee of the City. Tow Operator is fully responsible for the acts and/or omissions of its officers, agents, employees, contractors or representatives. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the City and Tow Operator. Neither Tow Operator nor its officers, employees, agents, contractors, or representatives shall obtain any right to retirement for other benefits that have accrued to City employees.

Section 7. Rotational Tow List. The Department shall maintain and utilize a Rotational Tow List for the equitable distribution of tow calls. The Rotational Tow List will be created, maintained and utilized under the terms and conditions set forth in the Rotational Tow Service Procedure.

Section 8. Drivers. Tow truck drivers must be employees of the Tow Operator. It is the responsibility of the Tow Operator to ensure that all tow truck drivers responding to calls initiated by the Department are qualified and competent. The Tow Operator shall be responsible to ensure that all tow truck drivers are properly licensed, insured, trained, and proficient in the use of the tow truck, related equipment, trained, and proficient in the use of the tow truck, related equipment, for the safe recovery and towing of the various calls and vehicles under this Agreement. It is the responsibility of the Tow Operator to maintain, at a minimum, the following information for each employee tow truck driver:

- Full legal name
- Date of birth
- California driver's license number
- Copy of valid medical certificate, if required
- Job title/description
- Current home address
- Current home phone number

- Type(s) of truck(s) and equipment, the driver has been trained to operate
- Current Pull Notice as required by California Vehicle Code section 1808.1

The Tow Operator must provide current copies of the above information to the Department for each employee tow truck driver for the term of this Agreement.

The Tow Operator is responsible for ensuring that all drivers conduct themselves as follows:

- A. While involved in Department rotation tow operations, all drivers shall refrain from:
 1. Discourteous Behavior
 2. Lack of service, selective service, or refusal to provide service which the Tow Operator is/should be capable of performing
 3. Any act of sexual harassment or sexual impropriety
 4. Unsafe driving practices
 5. Exhibiting any objective symptoms of alcohol and/or drug use
 6. Appearing at the scene of a Department rotation tow under the influence of alcohol or drugs or with the odor of alcoholic beverage emitting from his or her breath
- B. All drivers shall at all times comply with federal, state, and local laws and ordinances. Any flagrant traffic violation(s) may be cause for immediate termination of this Agreement.
- C. No driver may accept any gratuities from a repair shop for the delivery of a vehicle not owned by the repair shop or the Tow Operator, for the purpose of storage or repair.

Section 9. Rates and Fees for Towing and Storage.

- A. Rates and fees for towing and storage shall be established by the City Council pursuant to the Rotation Tow Service Procedure.
- B. Tow and storage services provided to any City vehicle within City limits shall not incur fees.
- C. Vehicles held for evidence shall not incur fees to the City.

Section 10. Tow Truck Classification.

- A. *Class A Tow Trucks.* Class A tow trucks with a gross vehicle weight requirement ("GVVVR") of 10,000 to 19,500 pounds shall be allowed on the Rotational Tow List.
- B. *Class B Tow Trucks.* Class B tow trucks with a gross vehicle weight requirement ("GVVVR") of 19,501 to 33,000 pounds shall be allowed on the Rotational Tow List.
- C. *Class C Tow Trucks.* Class C tow trucks with a gross vehicle weight requirement ("GVVVR") of 33,001 to 50,000 pounds shall be allowed on the Rotational Tow List.
- D. *Other Tow Classifications.* Other class two trucks, including Class D, are not subject to this Agreement.

Section 11. Storage Facilities. Storage facilities shall comply with all local, state and federal laws, including but not limited to, the City Zoning Ordinance, the California Vehicle Code, and the terms and conditions of the Rotation Tow Service Procedure.

Section 12. Inspections. Tow Operator shall arrange with the California Highway Patrol ("CHP") for inspection of new or replacement tow trucks prior to placing them into service. The Tow Operator shall provide proof that all tow trucks have been inspected by the CHP by providing current inspections on all tow trucks to the Department. The Department may conduct additional inspections without notice during normal business hours and/or before or during any special operations. Any tow truck that fails inspection shall not be placed into service under the terms of this Agreement until said tow truck has been re-inspected and passed re-inspection.

Section 13. Insurance. It shall be the sole responsibility of Tow Operator to procure and maintain for the duration of this Agreement, or longer if required, insurance against all claims for injuries to persons or damage to property which may arise out of or in the course of Tow Operator's, its agents', representatives', or employees' performance of the activities set forth in this Agreement. The amount of insurance coverage required by this Agreement shall be at least the amounts set forth in Attachment C to the City's Rotation Tow Service Procedure, a copy of which will be provided with an executed copy of this Agreement. The City reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated in the Rotation Tow Service Procedure at any time.

Section 14. Police Chief. The City's Police Chief shall have the authority to promulgate reasonable administrative rules and procedures consistent with the Rotation Tow Service Procedure, as necessary for the successful and effective implementation of this Agreement.

Section 15. Financial Interest. No Tow Operator may be directly involved in the towing-related business of any other Tow Operator including ownership or operation of towed vehicle storage facilities within the City. The sale or transfer of the controlling interest in a tow operator shall immediately terminate this Agreement. A new owner may apply, under the terms of the Rotation Tow Service Procedure, for a non-exclusive franchise from the City.

Section 16. Notices.

- A. Any notice required or intended to be given to either party under the terms of this Agreement, including, but not limited to, notice of termination of the Agreement, shall be in writing and shall be deemed to be duly given if delivered personally, deposited in the United States mail, with postage prepaid or when sent by facsimile and deposited in the United States mail, postage prepaid. It is the Tow Operator's responsibility to inform the Department Operations Commander of any changes of address or contact information. Notice to the Tow Operator shall be deemed properly delivered when it is delivered personally or deposited in the United States mail, postage prepaid, to the Tow Operator's address on record with the Department Operations Commander.
- B. Notices to the City shall be sent to:

City of Parlier Police Department
Attention: PD Operations Commander
8770 S. Mendocino Ave. Ste. A
Parlier, CA 93648

C. Notices to the Tow Operator shall be sent to:

Section 17. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provisions. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by other parties of any other provision to this Agreement.

Section 18. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter herein, and supersedes any prior agreement, representation, negotiation or correspondence between the parties, except as expressed in this Agreement or otherwise provided in this Agreement. No subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties to this Agreement.

Section 19. Severability. If any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegalities, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement.

Section 20. Amendments. This Agreement may be amended or modified only upon written agreement and signed by the parties hereto.

Section 21. Fees and Gratuities. Tow Operator may not, nor shall it permit any of its employees, agents, contractors, or representatives to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for services otherwise required to be performed by Tow Operator under this Agreement.

Section 22. Choice of Law, Venue and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In the event that litigation between the parties, venue in the state trial courts shall lie exclusively in the County of Fresno. In the event that either party hereto institutes an action or proceeding for the enforcement of any of their rights in and under this Agreement, or if either party is involuntarily enjoined in an action or proceeding involving the other party, the prevailing party in such action shall be entitled to recover from the other party all reasonable costs incurred by the prevailing party in such action, including actual costs and reasonable attorney's fees.

Section 23. Indemnification. To the fullest extent permitted by law, Tow Operator hereby agrees to indemnify, hold harmless, protect, and defend, the City, the Department, and their agents, employees, contractors and representatives from and against any claims, causes of action, liabilities, losses, and damages, whether foreseeable or unforeseeable, arising directly or indirectly out of or from the performance of this Agreement. The provisions of this section shall survive the termination, cancellation, or expiration of this Agreement.

Section 24. Non-Liability of City Officials. No member of the City Council, the City Manager, the Department, the Police Chief, or any other official or authorized employees, or agents of the City

shall be personally responsible for any damage or liability resulting from the performance or non-performance of, or any act or omission by Tow Operator, its employees, agents, officers, or other persons, pursuant to this Agreement, without regard to whether such acts or omissions were negligent, intentional, or willful.

Section 25. Maintenance of Records. Tow Operator shall maintain and make available for Department inspection records related to this Agreement as specified in the Rotation Tow Service Procedure, including, but not limited to, tow slips, invoices, and business records. The Department may inspect all Tow Operator records without notice during normal business hours.

TOW OPERATOR:

Dated: _____ 20__

By: _____

(Print name and title)

APPROVED AS TO FORM:

Attorney for Tow Operator

CITY:

CITY OF PARLIER

Dated: _____, 20__

By: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

STAFF REPORT

TO: PARLIER CITY COUNCIL

FROM: Ron Manfredi, Interim City Manager

DATE: May 17, 2017

SUBJECT: Approval of Joint Powers Agreement Between the Cities of Parlier, Fowler, Sanger, Selma, and Kingsburg for the Purpose of Creating the South Kings Groundwater Sustainability Agency; Designation of City of Parlier's Representative for the South Kings Groundwater Sustainability Agency's Governing Board

Proposed Motions:

1. Approve the Joint Powers Authority Agreement ("JPA") for the South Kings Groundwater Sustainability Agency ("GSA"); and
2. Designate a member of the City Council to represent the City of Parlier on the GSA's governing board.

Subject/Discussion:

In 2014, the California Legislature enacted the Sustainable Groundwater Management Act ("SGMA"), as a statutory framework for sustainable management of groundwater basins. In basins or sub-basins designated as medium or high priority by the Department of Water Resources ("DWR"), local agencies are required to form groundwater sustainability agencies ("GSAs") by June 30, 2017. By January 31, 2020, GSAs are required to adopt groundwater sustainability plans ("GSP") that contain measurable objectives and actions to bring a groundwater basin into sustainability.

Under SGMA, a combination of local agencies can form a GSA through a joint powers authority agreement, a memorandum of agreement ("MOU"), or some other legal agreement. Parlier, Fowler, Sanger, Selma, and Kingsburg are all within the groundwater sub-basin known as the Kings sub-basin. Other than Selma (which contracts with a private water company), the five cities are municipal water suppliers to the residents within the limits of their cities, and rely on groundwater to do so. As such, all of the cities are required to participate in a GSA.

However, the cities are surrounded by the service boundaries of Consolidated Irrigation District ("CID"), which are entirely within the Kings sub-basin. CID has surface water supply through rights to water from the Kings River. However, approximately one-third of CID's service area is solely dependent on groundwater, and the other two-thirds may still use groundwater in addition to surface water.

For several months, representatives of the five cities have attempted to work out an agreement with CID in order to form a GSA in this area. CID was approached with the possibility of forming a JPA, where the five cities and CID would be the member agencies, with each agency having

voting rights. However, CID repeatedly represented that it would not agree to become part of a JPA with the five cities, with all agencies having equal voting and representation rights. As such, the cities entertained an MOU with CID, whereby CID would be the GSA but the MOU would govern the relationship between the GSA and the cities. It was thought that the cost to the cities would not increase because current annual fees made by Parlier and other cities to CID for groundwater recharge under existing cooperative agreements would be utilized for the cities' respective shares for the creation of the GSP. However, early negotiations did not result in an agreement between the parties because CID refused to agree to treat all groundwater users (farmers and city residents) equally, or agree to reasonable restrictions on CID's unilateral ability to impose water restrictions on the cities while not imposing similar restrictions on farmers represented by CID.

On March 8, 2017, CID passed a resolution forming a GSA that included all of the five cities. As such, CID has elected to become the GSA for the area in the Kings sub-basin within its service boundaries. CID has submitted its paperwork to DWR, and this application is currently under consideration. If no other entity elects to become a GSA in this area by June 7, 2017, CID will become the exclusive GSA within its service boundaries.

Even after CID elected to become a GSA, the cities made continuing reasonable attempts to reach an MOU agreement with CID. The cities proposed that if pumping restrictions were imposed, such restrictions would need to be equal among the municipal and agricultural users, and be verified through water meters. The cities also proposed that if charges were going to be made in an amount in excess of what the cities are paying under their respective cooperative agreements, the excess charges needed to be allocated proportionately between the municipal and agricultural users. The cities further proposed the creation of a technical advisory committee that would make recommendations to the GSA board, and that the board would need to make express findings if recommendations from this committee were to be rejected. CID has repeatedly refused all reasonable proposals from the cities.

Once it became apparent that CID was not going to budge from its position of being the sole GSA with the cities having no representation or voting rights, the five cities worked together to complete a proposed JPA agreement. For a GSA, it would be best to have one separate entity that would enter into contracts, employ agents and employees, acquire property, incur debts and liabilities, and sue and be sued. Under this agreement, each one of the cities has a representative on the JPA governing board. While cost allocation will not be equal (due to the different sizes of the cities and the amount of municipal water customers), it is fair, and under this arrangement, every city has a voice in how the GSA is to be managed.

The cities must move quickly to approve the JPA agreement. June 30, 2017, is the critical date that needs to be met to form a GSA. If a subbasin does not have full GSA coverage by this date (every local agency must be part of a GSA), the State Water Resources Control Board ("SWRCB") can place the entire subbasin on probationary status. The City would be paying for our legal services to the GSA. Therefore, the cities must approve the JPA agreement to form the GSA in order to meet the deadline. Once established, the JPA must elect to become the GSA at a public hearing, and then notify DWR of the election.

Once the JPA elects to become a GSA, it is possible that there may be an "overlap" issue with CID because the cities intend to include their spheres of influence ("SOIs") in their GSA filing. If there is overlap in areas proposed to be managed by GSAs, the local agencies who formed the GSAs must try and reach agreement to resolve the overlap to allow prompt designation of a

GSA. Neither DWR nor the SWRCB have the authority to select one GSA over another if there is overlap. So if this matter is not worked out by June 30, 2017, the entire Kings sub-basin would stand to be affected by SWRCB intervention. While CID has threatened to carve out the cities from the territory governed by their GSA, CID may be reluctant to go as far as carving out the SOIs because many farmers remain in these areas. Nevertheless, it is important for the cities to adopt the JPA agreement in order to avoid being subject to the CID GSA, and avoid not having a voice in how the GSA is managed.

Recommendation:

That the City Council Approve the Joint Powers Authority Agreement (“JPA”) for the South Kings Groundwater Sustainability Agency (“GSA”); and designate a member of the City Council to represent the City of Parlier on the GSA’s governing board.

Fiscal Impact:

The precise fiscal impact is unknown at this time. However, preliminary estimates have been made by the city engineer for Fowler and Kingsburg. It is estimated that the total costs for GSA formation, GSP preparation, and GSP coordination within the Kings sub-basin will be \$535,000.00 for the five cities. Based on its percentage of annual groundwater pumped (13.44%), Parlier’s estimated share would be \$78,765.47.

The cities believe that since SGMA is about groundwater sustainability, the groundwater management funds under the current cooperative agreements with CID (created for the express purpose of mitigating groundwater overdraft) should be able to be allocated for the costs associated with GSP preparation and coordination. The cooperative agreements require the cities to expend monies from the groundwater management funds for groundwater purposes.

Also, it should be noted that GSP costs are those associated with operating the City’s water system. Therefore, the net impact of such required costs will need to eventually be calculated into the water rate billing system.

Alternatives:

Do not approve the JPA and become part of the GSA managed solely by CID.

Attachments:

1. South Kings Joint Powers Agreement
2. South Kings Groundwater Sub-basin Map

[00505766]

RESOLUTION NO. 2017-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING
AND AUTHORIZING THE EXECUTION OF A JOINT POWERS AGREEMENT
BETWEEN THE CITIES OF PARLIER, FOWLER, SANGER, SELMA, AND
KINGSBURG FOR THE PURPOSE OF CREATING THE SOUTH KINGS
GROUNDWATER SUSTAINABILITY AGENCY; AND DESIGNATING A CITY
REPRESENTATIVE FOR THE SOUTH KINGS GROUNDWATER SUSTAINABILITY
AGENCY'S GOVERNING BOARD**

WHEREAS, on September 16, 2014, the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the "Sustainable Groundwater Management Act" ("SGMA"), effective on January 1, 2015, and amended from time-to-time thereafter.

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for sustainable management of groundwater basin at a local level by providing local groundwater agencies with the authority to sustainably manage the groundwater.

WHEREAS, California Water Code section 10723 allows a local public agency to elect to become a Groundwater Sustainability Agency ("GSA").

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies (GSAs) for the purpose of achieving groundwater sustainability through adoption and implementation of Groundwater Sustainability Plans (GSPs); and

WHEREAS, the City actively pursued equal representation for the City on the proposed governance board of the Consolidated Irrigation District GSA in an effort to secure the preservation of local water quality and availability, and those efforts have not been successful.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Parlier hereby approves the Joint Powers Agreement with the Cities of Fowler, Sanger, Selma and Kingsburg for the purpose of creating the South Kings GSA, and authorizes the execution of said Agreement.

BE IT FURTHER RESOLVED, that the City Council of the City of Parlier hereby designates _____ as the City Representative for the South Kings GSA's Governing Board.

* * * *

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Parlier held on the ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:
ABSENT:

Mayor of the City of Parlier

ATTEST:

City Clerk

[illegible]

AGREEMENT TO FORM A JOINT POWERS AUTHORITY SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017 ("Effective Date") between the cities of Fowler, Kingsburg, Parlier, Sanger, and Selma, hereinafter referred to individually as "Member" and collectively as "Members."

RECITALS

WHEREAS, on September 16, 2014, the Governor of the State of California signed three (3) bills (SB 1168, SB 1319, and AB 1739) into law creating the Sustainable Groundwater Management Act ("SGMA"), which is codified at section 10720, *et seq.*, of the California Water Code; and

WHEREAS, SGMA authorizes the formation of an entity called a Groundwater Sustainability Agency ("GSA"), by any local agency or combination of local agencies overlying a groundwater basin; and

WHEREAS, the Members overly the Kings Sub-Basin of the San Joaquin Valley Basin Sub-Basin; ID 5-022.08 (2016 Department of Water Recourses Bulletin 118) (the "Sub-Basin") an unadjudicated groundwater basin; and

WHEREAS, the Members desire to form a sub-basin GSA referred to herein as the South Kings Groundwater Sustainability Agency ("SKGSA") the boundaries of which are depicted on Exhibit "A" attached hereto, and incorporated by this reference herein; and

WHEREAS, each of the Members to this Agreement is a local entity with either water supply, water management, or land use responsibilities within the SKGSA and is qualified individually to serve as a GSA under the provisions of SGMA; and

WHEREAS, under the provisions of SGMA, a combination of local agencies may elect to form a GSA through a joint powers agreement; and

WHEREAS, the Joint Exercise of Powers Act (Government Code section 6500, *et seq.*) provides that two or more public agencies may by agreement jointly exercise any powers common to those agencies and may by that agreement create an entity separate from the Members to the Agreement; and

WHEREAS, each Member signing this Agreement is a public entity duly organized and operating under the laws of the State of California and/or a public agency as defined in Government Code section 6500 and Water Code section 10721; and

WHEREAS, the Members intend by this Agreement to create a joint powers authority, the SKGSA, for the purpose of acting as a separate and independent public agency and as a single GSA for this area, set forth in the Exhibit "A" to carry out the

powers and purposes of SGMA including, the adoption of a Groundwater Sustainability Plan ("GSP").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein and including the Recitals, which are a substantive part of this Agreement, the Members agree as follows:

Article I: Definitions

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

"Act" shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319, and AB 1739) which collectively comprise the Act, as that legislation and regulations are or may be amended from time to time.

"Authority", "Agency," or "SKGSA" shall mean the South Kings Groundwater Sustainability Agency Joint Powers Authority, which is the public and separate legal entity created by this Agreement.

"Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

"Fiscal Year" shall mean that period of twelve (12) months established as the Fiscal Year of the Authority by the Board of Directors.

"Groundwater Sustainability Agency" or "GSA" shall mean an agency enabled by the Act to regulate all or a portion of a subbasin in a coordinated manner with all other surrounding Groundwater Sustainability Agencies in compliance with the terms and provisions of the Act.

"Groundwater Sustainability Plan" or "GSP" shall mean the plan developed, adopted and implemented by the Authority in accordance with the Act.

"Member" or "Members" shall mean any of the signatories to this Agreement individually ("Member") or collectively as ("Members").

"Kings Sub-Basin" shall mean a sub-basin of the San Joaquin Valley Basin as described in the Department of Water Resources 2016 Bulletin 118 and identified by the Sub-Basin ID No. 5-022.08.

"South Kings Sub-Basin" shall mean the area depicted on Exhibit A.

Article II: Creation of Authority

Section 2.01 – Creation.

- A. Pursuant to Government Code section 6500, et seq., and specifically section 6503.5, the Members of this Agreement hereby create a public entity separate and independent from the Members.
- B. Pursuant to Government Code section 6509, the City of Sanger is the designated agency with respect to the Authority's exercise of power.
- C. Within thirty (30) days after the Effective Date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5.
- D. Within seventy (70) days after the Effective Date of this Agreement, the Authority shall file with the Secretary of State on a form prescribed by the Secretary of State and also with the county clerk of each county in which the Authority maintains an office, a statement of the following facts:
 - 1. The full legal name of the Authority.
 - 2. The official mailing address of the governing body of the Authority.
 - 3. The name and residence or business address of each member of the governing body of the public agency.
 - 4. The name, title, and residence or business address of the chairman, president, or other presiding officer, and clerk or secretary of the governing body of the Authority.
- E. Within ten (10) days after any change in the facts listed in section 2.01(C), the Authority shall file an amended statement as required in Government Code section 53051.
- F. The Members, pursuant to their joint exercise of powers, hereby create a public entity to be known as the "South Kings Groundwater Sustainability Agency."

Section 2.02 - Purpose

- A. To create a Joint Powers Authority ("JPA") separate from its members that will elect to be the GSA for a portion of the Kings Sub-Basin described herein as the SKGSA.
- B. To develop, adopt, and implement a GSP in order to implement the requirements of and achieve the sustainability goals set forth in SGMA.

- C. To enter into a coordination agreement or similar agreement with other GSAs within the Kings Sub-Basin in order to meet the requirements of and achieve the sustainability goals set forth in the SGMA.

Section 2.03 – Powers.

The Agency is hereby authorized, in its own name, to do all acts necessary to exercise all of the powers for a GSA authorized under SGMA and necessary to satisfy the requirements of SGMA.

Section 2.04 – Water Rights.

As provided in Water Code section 10720.5, the Authority and all of its Members confirm that that groundwater management under this Authority shall be consistent with Section 2 of Article X of the California Constitution, and that any GSP adopted by the Authority shall not determine or alter surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights or groundwater rights.

Section 2.05 - Obligations of the Authority.

No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any of its Members, appointed members of the Board of Directors or their alternates, or committee members.

Section 2.06 - Restrictions on Exercise of Powers.

Pursuant to Government Code §6509 *et.seq.*, the powers of the Authority shall be exercised and restricted in the same manner as those imposed upon the City of Sanger.

Section 2.07 – Member Land Use Authority.

A Member's land use authority, including, without limitation, the Member's general plan, is not superseded by the authority granted the Authority under SGMA as the exclusive GSA for the GSA Management Area or by a GSP approved by the State.

Article III: Governing Body

Section 3.01 – Board of Directors.

- A. The Board of Directors. The Board shall consist of five Directors, and each Member shall appoint one Director. Directors shall be elected officials who have been appointed to serve on the Authority's Board by their respective city councils. Filling a vacancy of a Director's seat is the responsibility of the Member who is represented by that Director's seat on the Board.

- B. Term. All Board terms shall be two (2) years. For initiation of the Board, three seats shall be three (3)-year terms. The Member seats with an initial three-year term shall be those for the City of Sanger, City of Kingsburg, and the City of Selma.
- C. Alternate Directors. Each Member may identify up to two alternates to serve on the Member's behalf on the Board. Alternates need not be elected officials, but must be an authorized representative of the Member.
- D. Removal. If the Board of Directors determines that reasonable cause exists to remove a Director from the Board, it can request that the Member who appointed the Director remove the individual and appoint a new Director.

Section 3.02 – Meetings of the Board.

The Board shall provide for the calling and conducting of its regular Board Meetings and Special Meetings in accordance with Government Code section 54950, *et seq.*

Section 3.03 – Minutes.

The Secretary shall cause to be kept a summary minutes of the meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the summary of minutes to be forwarded to each Director and to each of the Members.

Section 3.04 – Voting.

Each founding Member shall have one (1) vote on the Board.

Section 3.05 – Quorum; Required Votes; Approval.

A quorum of the Board for convening of any meeting shall consist of a majority of all Member Directors, or in the absence of a Member Director, such Directors designated alternate. A quorum of the Board must be present at the time of any vote on any matter before the Board. An affirmative vote of at least a majority of all Directors, or designated alternate Director(s) present in a quorum of the Board, shall be required for any action of the Board. Notwithstanding the forgoing, approval of the following matters will require a super-majority of the entire Board as set forth below:

1. Adoption or Amendment of GSP: Unanimous vote.
2. Annual operating budget: Four affirmative votes.
3. Imposition of any fee, charge, or rate: Unanimous vote.
4. Imposition of any cost sharing contribution on Members: Unanimous vote.
5. Bylaws: Four affirmative votes.
6. Removal of Member: Four affirmative votes.

7. Incur debt, liabilities, or obligations: Four affirmative votes.
8. Amendment of this Agreement: Unanimous vote.
9. Authorization to participate in litigation or other legal proceedings: Four affirmative votes.

Section 3.06 - Conflicts of Interest.

The Authority shall adopt a Conflict of Interest Code.

Article IV: Committees

Section 4.01 – Committee Formation

Committees may be formed by the Board in order to advise the Board on all matters that fall within the scope of the particular committee's assignment. Committees may be standing or *ad hoc* Committees. Committees shall meet as often as directed by the Board or if no such direction is given, as often as necessary, as determined by the Chair of the Committee.

Section 4.02 – Standing Committees

Two (2) Standing Committees shall be formed as soon as reasonably practical, but no event later ninety (90) days of formation of the Authority as follows:

- A. Advisory Committee. The Board shall create an Advisory Committee for the purpose of conducting community outreach and involvement to insure that the interests of all beneficial users and interested persons are considered by the Authority in the conduct of its purpose including, but not limited to, the formation and implementation of a GSP. The Advisory Committee shall make recommendations to the Board.
- B. Technical Advisory Committee. The Board shall form a Technical Advisory Committee which will be composed of one (1) person appointed by each member and any additional persons appointed by the Board.

Article V: Officers

Section 5.01 – Chair and Vice Chair.

The Board shall elect a Chair and a Vice Chair from among the Directors to serve for one year. The Chair and Vice Chair shall serve at the pleasure of the Board and shall perform the duties normally required of said Officers:

- A. The Chair shall preside at and conduct each meeting of the Board; represent the Board as directed by the Board; and perform such other duties as may be imposed by the Board; and may sign all contracts and agreements as approved by the Board.

- B. The Vice Chair shall act and perform all of the Chair's duties in the absence of the Chair.

Section 5.02 – Secretary.

The Board shall appoint a Secretary. The appointment may be from among the employees of the Authority, or if no such employees exist, a consultant. The Secretary shall serve at the pleasure of the Board. The Secretary shall act on behalf of the Authority and perform such other duties as may be imposed by the Board. The Secretary may sign agreements for the Authority when authorized by the Board.

Section 5.03 – Treasurer - Auditor; Custodian of Records.

- A. Treasurer - Depositary. The City of Sanger shall be the Depositary and custodian of all the money of the Authority from whatever source and shall have the duties and obligations of the Treasurer as set forth in Government Code sections 6505 and 6505.5.
- B. Auditor. The Board may also appoint a separate Auditor for the purpose of conducting audits of the Authority's financial records as determined by the Board.
- C. Officer in Charge of Records; Funds; and Accounts. Pursuant to Government Code section 6505.1, the City of Sanger shall have charge of, handle and have access to all accounts, funds, and money of the Authority and all records of the Authority relating thereto; and The Secretary shall have charge of, handle and have access to all of the records of the Authority.
- D. Bonding. Pursuant to Government Code sections 6505.1 and 6505.5 the Treasurer-Depositary, Custodian of Records, Secretary, or other persons having access to property shall file an Official Bond in an amount to be fixed by the Board.

Section 5.04 – Employees and Consultants.

The Board may hire Employees and Consultants including Engineers, Accountants and Attorneys, to provide services and advise to the Authority to accomplish the purposes of the Authority.

Article VI: Accounts, Reports and Funds

Section 6.01 – Accounts and Reports.

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of Members. The Authority, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Members.

Section 6.02 – Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 6.03 – Annual Budget.

The Board shall adopt a budget for the Authority on an annual basis. Members shall make contributions that are included in the budget adopted by the Board. A Director's affirmative vote to approve the budget does not constitute consent to finance or otherwise participate in any project or projects within that budget.

Sections 6.04 –Reimbursement for Expenditures

It is the intent of the Members that the advancement of monies by any Members for expenses of the operational needs of the Authority shall be reimbursed from the proceeds of grants, if grant funds are obtained and such reimbursement is allowable under the terms of any grant agreement.

Section 6.05 – Assessment of Members

The Board may vote to assess Members and/or entities within its jurisdiction for a share of the costs incurred by the Authority which are anticipated to be incurred by the Authority. The Board shall comply with all legal requirements for the imposition of such assessments. At the discretion of a majority of the Board of Directors, any Member failing to timely pay an assessment may lose its privilege to vote on any item presented to the Board, until such assessment is paid.

Section 6.06 – Other Revenue.

The Board may approve other revenue, as deemed necessary by the Board, in any form permissible by SGMA or any other provision of law.

Article VII: Separate Entity; Liabilities

Section 7.01 – Separate Entity

In accordance with California Government Code Sections 6506 and 6507, the Authority shall be a public entity separate from the Members. To the greatest extent permitted by law, unless otherwise specifically agreed herein by all Members as to a specific debt, liability and/or obligation, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Members under Government Code section 6508.1. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

No Member has the power to obligate any other Member hereof, and no Member debt, liability, or obligation due any third party may be asserted or collected against this Authority, the GSA, or any individual Member as a result of membership in this GSA by and among the Members.

The Authority may acquire such policies of directors and officers liability insurance and in such amounts as the Board of Directors shall deem prudent.

To the extent authorized under California law, no Director, officer or employee of the Authority shall be responsible for any action made, taken, or omitted, by any other Director, officer or employee.

Section 7.02 – Liabilities of the Authority/Indemnity.

- A. The Authority, and those persons, agencies and instrumentalities used by perform the functions authorized herein, whether by contract, employment or otherwise, shall be exclusively liable for any/all injuries, costs, claims, liabilities, damages of whatever kind arising from or related to activities of the Authority.
- B. The Authority shall indemnify, defend, and hold harmless the Members, and their officers, agents, and employees, including those appointed to the Board of Directors as Directors or Alternates, as follows: From and against any and all claims and loses whatsoever, including for damage, injury, or death, occurring in connection with the Authority's performance of its obligations under this Agreement. In so doing, the Authority shall provide the Members, and each of them, with legal defense of any and all such claims or liabilities, and shall pay reasonable attorney's fees and costs incurred in providing such defense. Nothing herein shall limit the right or ability of the Authority to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.
- C. Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, the Members, and any officers, agents, and employees of the Authority and/or the Members, for their actions taken within the scope of their duties while acting on behalf of the Authority.

Article VIII – Membership

Section 8.01 – Other Members.

The Board may vote to approve other entities to be a Member of the Authority. Such approval may come with or without voting rights for the new Member.

Section 8.02 – Removal of Members

The Board may vote to remove a Member, as set forth in Article III, based on a Member's breach of any material term of this Agreement, and the failure to cure that breach within sixty (60) days written notice. A terminated Member shall remain liable for any obligation under this Agreement incurred prior to the date of termination.

Article IX – Term; Termination; Withdrawal

Section 9.01 – Term.

The Members hereby agree to establish the Authority to last in perpetuity, or as long as SGMA remains the law in the State of California.

Section 9.02 – Termination.

This Agreement may be rescinded, and the Authority, terminated by unanimous written consent of all Members.

Section 9.03 – Withdrawal of Member.

A Member may terminate its membership in the Authority at any time upon giving sixty (60) days written notice of withdrawal to the Authority. Such notice shall be given to the Board of Directors. The effective date shall be the conclusion of the first Board Meeting date following the written notice. Any Member who withdraws shall remain obligated to pay share of all debts, liabilities, and obligation incurred or accrued through the effective date. Such withdrawal does not in any way impair any contracts, resolutions, indentures or other obligations of the Authority then in effect. In the event of a disagreement between the Authority and the withdrawing Member as to whether such withdrawal shall cause the impairment of any contracts, resolutions, indentures, or other obligations of the Authority, such determination shall be made by a majority vote of the Board of Directors. Any Member that withdraws and later seeks reinstatement to the Authority shall provide funds to the Authority, proportionate to their responsibility, as if the Member had never left the Authority.

A withdrawing Member shall in all events remain liable for its proportionate share of (i) its full amount of the adopted fiscal year budget; (ii) any call for funds or assessment levied by the Authority prior to the date it provides its notice of withdrawal; (iii) any contribution in existence at the time the subject act or omission occurred; and (iv) the amount of any annual budget approved prior to the date it provides its notice of withdrawal.

Should a Member choose to withdraw from the Authority in accordance with the terms of this Agreement, that Member expressly retains the right to serve as the GSA for the portion of the groundwater basin underlying its jurisdictional boundaries to the extent permitted by the Act.

Section 9.04 – Disposition of Assets.

Upon termination of the Authority, any assets shall be returned to the Members in the same proportion said Members have funded such assets, reserves or surplus, in accordance with Government Code section 6512. The disposition of assets shall be calculated by quantifying the total contribution made by the Member since the inception of the Authority, and not based on contributions received in the last calendar year prior to termination.

Article X –Miscellaneous Provisions

Section 10.01 – Amendment.

This Agreement may be amended from time to time by the unanimous vote of all of the Members.

Section 10.02 – Severability and Validity of Agreement.

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same terms as provided herein as if that Member had not been party to in this Agreement.

Section 10.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the Members to this Agreement may not be assigned or delegated without the approval of the Board of Directors.

Section 10.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile and electronic signatures shall be binding.

Section 10.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the Members in writing.

Section 10.06 – Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California. The parties to this Agreement hereby expressly waive any

right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure section 394.

Section 10.07 – Dispute Resolution.

The Members agree that any dispute regarding the enforcement or interpretation of any term, covenant or condition of this Agreement (“Dispute”) shall first, for a period of not less than thirty (30) days, be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding arbitration or adjudicative dispute resolution process. The Members shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in the Dispute; (iii) exchange written position papers stating their position on the Dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the Dispute; and (iv) engage and cooperate in such further discovery as the Members agree or mediator suggests may be necessary to facilitate effective mediation. Each Member shall bear its own costs, fees and expenses of the mediation. Venue of the mediation shall be a mutually agreeable city within Fresno County, California.

Section 10.08 – Attorney Fees.

If any Member commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing Member in such proceeding or action shall be entitled to recover from the other Member(s) its reasonable attorney’s fees and legal expenses.

Section 10.09 – Insurance.

The Authority shall obtain Insurance for all Members, appointed Members, and Committee Members, including, but not limited to, Directors and Officers liability insurance and general liability insurance containing policy limits in such amounts as the Board of Directors shall deem will be necessary to adequately insure against the risks of liability that may be incurred by the Authority.

///

///

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER:

By:
Its:

Member's Address:

Dated: _____

EXHIBIT “A”

Mayor
Victor P. Lopez

Mayor Pro Tem:
Diana Guerra Silva

City Council Members:
Gilbert Garcia
Minerva Pineda
Josie Cervantes



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

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

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

Incorporated January 20, 1948

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

DATE: MAY 4, 2017

TO: FRESNO COUNTY MAYORS AND CITY MANAGERS

FROM: MAYOR VICTOR P. LOPEZ, CITY OF ORANGE COVE

RE: San Joaquin Valley Water Infrastructure Authority

For the last year the San Joaquin Valley Water Infrastructure Authority has made significant progress in advancing the Temperance Flat Dam and Reservoir Project for sustainable water supplies in San Joaquin Valley and California. The Temperance Flat Dam and Reservoir project has been developed through many years of planning by the State of California and the U.S. Bureau of Reclamation and now the San Joaquin Valley Water Infrastructure Authority who has now taken a giant step forward in making Temperance Flat Reservoir a reality.

The San Joaquin River Basin runoff on average is approximately about 1.8 million acre feet a year into Millerton Lake, but the reservoir can only hold 520,000 acre feet, resulting in millions of acre feet being released to the ocean. The Temperance Flat Dam and Reservoir would increase the capacity to approximately 1.5 million acre feet. This historic drought will cost California approximately \$2.2 billion in revenues and result in the loss of 17,100 seasonal and part time jobs. In the Valley, ground water was the principal water available but now the Valley is facing a very serious ground water over drafting condition.

Regulatory actions over the past few decades have progressively diminished the capability of the CVP to consistently deliver reliable water supplies. Consequently, the San Joaquin Valley has been disproportionately impacted by water shortages, which have led to a greater reliance on groundwater and contributed to severe overdraft and ground subsidence. The Recent passage of the Sustainable Ground water Management Act will exacerbate this already challenging water supply situation for much of the San Joaquin Valley.

Finally this year will see some rain and snow to, but again the Friant Dam is making flood releases and will total over 1.5 million acre feet for this season.. Through the dedication and hard work of the San Joaquin Valley Water Infrastructure Authority, we have made progress in the technical work necessary for applying for Proposition One funding for this project. This project will benefit everyone but most importantly our lower

income residents who have or will lose their jobs on farms and now must stand in lines for food and seek public assistance.

The San Joaquin Valley Water Infrastructure Authority has also created a technical committee representing the five County regions. The TAC will also include additional projects that have a nexus to temperance dam project. They have started by acquiring all projects submitted to the regional Integrated Water Management groups.

The San Joaquin Valley Water Infrastructure Authority also has fought for the Farmers and Farmworkers as well. Farmers have harvested in California during the summer months are smaller than usual thanks to the record setting drought that has reached the most extreme levels in more than half of the state. Growers use a lot of water which is much needed and when you use less water the crops are smaller and working hours are longer.

The San Joaquin Valley Water Infrastructure Authority consist of Members who care deeply about the Central Valley and the lives of people from different ethnicity, family and children's well-being, and the future of our City, County, and State.

The Authority needs to continue its work in order to meet the August 14th 2017 dead line for the Proposition One funding and initiate the necessary work at the Federal level to secure congressional authorization for construction and appropriations for the final funding to initiate building the project. Unfortunately, a project of this size is very complex and requires lots of technical and political work, however the Authority has the staff and consultants to get us to the finish line.

In conclusion I am asking for your support in continuing the efforts set forth by the JPA. I am requesting that the 15 cities assist Orange Cove in the JPA membership dues of \$50,000.00 based on a population distribution, just as it was done last year.

Thank you.



AGENDA ITEM: VIII- A

MEETING DATE: 5/17/17

DEPARTMENT: Community Development

REPORT TO CITY COUNCIL

SUBJECT:

Presenting Recommendations for Community Development Department Fee Structure
Part 2 –Focus on Planning Fees

HISTORY:

This report is the third in series highlighting the previous dysfunctional status of the Community Development Division and the steps to improve services and collect fees to cover costs. The first step was to put together a team to critique the current status and establish a new order. Therefore the team of Philip Romero, Jeff O'Neil, Wally Gonzales and Sonia Hall was established to build a functional system. Interim City Manager, Ron Manfredi, engaged the services of Granted Solutions (S. Hall) to conduct research, analysis, and evaluation of our current fee structure and recommend the process to increase the fees and computerize the tracking and reporting of projects and collection of fees.

DISCUSSION:

At the May 3rd Council meeting., Ms. Hall gave an overview on the Development Services, the fees, and how the services are directly provided by the city's professional consultants that serve as the city's Building Official, Planner, and Engineer, and city building inspector (employee). Additionally, many of the costs that support all city services are budgeted in centralized activities such as 1) Administrative Services, which provides payroll, budgeting, accounting and information systems support, 2) General Services, which provides building maintenance and custodial services, and 3) City Manager, which provides public information and general government support services. The costs of these activities are considered indirect overhead that also support the Development Services.

Previously, Ms. Hall reviewed the Building Safety fees and showed the council that the Building Division is undercharging by almost 50%. This meeting discusses the Planning Department Fees.

City Planning is responsible for the processing of Planning applications (Official Plan Amendment, Zoning By-law Amendment, Site Plan, Subdivision, Conditional Use

Permit, Minor Variance etc.) which involves coordination and feedback from the businesses and staff. Our Planning consultant, Jeff O'Neal, plays the lead role in the processing of Planning applications, coordinating feedback from internal and external commenting partners, resolving conflicts, consulting with communities to ensure the proposed developments meet the objectives of the Official General Plan and contribute to Parlier's economic, physical, social and environmental quality of life.

Currently, the City of Parlier charges from no deposit to a minimal deposit and upon completion, will charge the actual direct cost for the preparation fees that the city paid to the city Planner. There are two issues with the current process. First, because the deposit is so minimal, the City Planner will sometimes complete the job and the applicant will choose to go a different direction and the city will take a loss in the cost paid to the Planner. The second issue is the fees do not include the indirect fees.

Staff is proposing an increase in fees in an attempt to cover more of the actual staff time required for the processing of development applications. These increases have been compared to other municipal counterparts, and the increases proposed attempt to be fair and represent a reasonable recovery of staff time (indirect and the cost paid to the Planner).

The attachment shows the current deposits the city requires in comparison to other cities in Fresno County.

FISCAL:

Prepared by



Sonia Hall

Approved by

Ron Manfredi
Interim City Manager

Attached:

1. Planning Fees Comparison

PLANNING FEES COMPARISON*

**The numbers that are bold are a deposit.*

Annexation	Parlier	Mendota	Reedley
Annexation	\$500	\$2500	\$4500
Annexation & Rezoning			
Annexation (Minor)			

The City will take a deposit on high cost items such as Annexation, but a \$500 deposit for an application in which Reedley charges \$4500 is quite the risk. Mendota charges a \$2500 deposit + actual cost.

Environmental	Parlier	Mendota	Kerman	Reedley
Categorical Exemption			\$100	\$75
Environmental Assessment (Major)	\$250	\$1,300		
Environmental Assessment (Minor)		\$750		
Environmental Impact Report			Cost + 15%	Cost + 10%
Finding of Conformity				
Mitigated Negative Declaration			\$1,000	Cost + 10%
Mitigation Monitoring Fee			\$500	Cost + 10%
Negative Declaration			\$1,000	\$1,000

The City will charge a deposit on large environmental projects and once again, only charge the cost of the preparation. This cost does not include the direct staff time of the Community Development staff and the indirect fees of the other staff included in the process. An Environmental Impact Report could cost \$5000 with indirect fee of \$750. The city is currently losing on the indirect fee.

General Plan & Zoning	Parlier	Mendota	Kerman	Reedley
General Plan Amendment	\$250-\$500	\$1,500	\$1,500	\$3,000
General Plan Amendment (Minor)				\$1,500
Specific Plan (New)			Cost + 15%	
Specific Plan (Amendment)			50% of Fee	
Zone Amendment		\$500	\$1,300	
Zone Amendment (Res.)				\$1,500
Zone Amendment (Non-Res.)				\$1,000
Zoning Text Amendment			\$575	\$2,000

The cities vary in their fees. Mendota charges a deposit that is half of Reedley's cost of \$3000 to prepare a General Plan Amendment. Reedley's fees are a straight cost regardless of the time spent. Cities that charge as Reedley generally have the in-house staff preparing the documents. In Parlier and Mendota's case, a consultant serves as the Planner so the city knows the exact cost to prepare these reports.

PLANNING FEES COMPARISON*

Land Division	Parlier	Mendota	Fowler
Certificate of Compliance		\$150	
Final Map		\$1,000	
Final Parcel Map			\$580 + \$1,000
Final Subdivision Map	\$200		\$580 + \$1,200
Final Map (Revised)		\$200	
Lot Line Adjustment	\$100	\$350	\$500
Parcel Map Waiver		\$150	
Reversion to Acreage Map		\$200	
Tentative Parcel Map		\$500	\$700 + \$1,200
Tentative Parcel Map Revision			\$580 + \$1,000
Tentative Subdivision Map (Major)		\$2,000	\$800 + \$2,000
Tentative Subdivision Map (Minor)		\$1,000	
Tentative Subdivision Map Revision		\$1,000	\$290/\$580 + AC
Tentative Subdivision Map Revision		\$500	\$580 + \$1,000

Fowler charges a direct cost with a set deposit amount. Parlier charges a deposit for only two applications whereas Mendota has done a decent job in addressing the deposit amount for most of the Planning activities.

	Parlier	Mendota	Kerman	Reedley
Land Use Entitlements			\$1,300	\$1,500
Conditional Use Permit (Major)		\$1,500	\$500	\$600
Conditional Use Permit (Minor)		\$600	\$450	\$1,075
CUP/Variance Modification (Major)		\$1,000	\$150	\$450
CUP/Variance Modification (Minor)		\$500	\$100	
Minor Deviation		\$350		
Permit Extension			\$1,800	\$1,500
Planned Unit Development (with Sub.)			\$1,400	\$1,500
Site Plan Review (Major)		\$1,000	\$500	\$350
Site Plan Review (Minor)		\$500		
Site Plan Review (Administrative)			\$445	
Site Plan Review (Residential)			\$180	
Temporary Use Permit		\$150	\$1,000	\$500
Variance		\$500		

As seen with these comparisons, the City of Parlier rarely charges a deposit and when we do, it is quite minimal. Because we use a consultant as our Planner, we know the exact cost to the city for the preparation of the reports. To ensure that the city is paid for these projects, it is recommended that Parlier charges at least a 50% deposit of the estimated fees and upon completion, charge the remaining actual cost + 15% to cover the indirect fees.

CITY COUNCIL AGENDA – ITEM VIII DEPARTMENT ACTIONS: COMMUNITY DEVELOPMENT

B) HIRING FULL-TIME BUILDING INSPECTOR/COMMUNITY DEVELOPMENT DIVISION

RECOMMENDATION

AUTHORIZE CITY MANAGER TO OFFER & HIRE FULL TIME BUILDING INSPECTOR FOR COMMUNITY DEVELOPMENT DIVISION - BUILDING INSPECTOR RANGE 59/STEP 6

HISTORY

Per several Council Reports, including the previous one, staff has reported to Council regarding the complete disarray of the Community Development Division. Fees were outdated, record keeping was inconsistent and the limited staff City had was not empowered to provide suggestions for improvement nor make changes. We have provided extensive information on establishing a fee structure to cover cost and track consideration, planning/engineering review/approval, documentation and finally inspection of residential developments and business construction.

The previous Agenda Report addressed more information on the proposed Community Development Fee Schedule, which will be presented for consideration at a scheduled for a Public Hearing at the June 7th Council meeting.

SITUATION

The individual currently in the position works 20/hrs. week for the City and is contracted under WC3 to work other 22.5 hrs./wk. to cover the Community Development office. Therefore, the creation of this new position that matches the previous hours that have partially been contracted. City management is not satisfied with their service and other services provided by the contract with WC3. Therefore, the approval of a full time position provides the City with great control, efficiency and saves the City dollar. WC3 was also providing “Plan Check” services, which will be replaced with a local agreement with Wildan Construction Service out of Fresno. This is the final step in the process of restricting the Community Development Division. With this hire we will be able to cancel the unproductive contract with WC3.

Because this new employee will be full time, he will be enrolled in the City retirement system (PERS). However, as an unrepresented employee the City Manager has constructed a health & insurance benefit program which will lower in cost than our current benefit program.

Prospective hire was initially hired part-time July 2014 and continued July 2017 (20/hr. wk.) by City. In January of 2017 he began working under WC3 contract for 4.5/hrs. per day. He is very experienced and willing to continue his education for continued improvement. In addition the City Manager has arranged with the City of Reedley to provide limited help to assist the Parlier and our Inspector with complex issues and if we people backlogged with all the projects coming forward.

FISCAL IMPACT:

City is paying WC3 a premium rate of \$85/hr. for it's contract for the inspector's salary (employee is paid \$50/hr. by firm). It also has paid WC3 \$120/hr. some time of supervision and fee study which has not occurred. The previous City salary was \$30.58/hr. for 20/hrs./wk. Therefore, the new salary of Range 59/Step 6 @ \$37.19/hr. even with benefit saves the City dollars; but more importantly provides better service, consistency and control.

Ron Manfredi
Interim City Manager