



**A JOINT MEETING OF THE CITY COUNCIL OF THE
CITY OF PARLIER AND THE PARLIER PLANNING COMMISSION**

“REGULAR MEETING”

DATE: THURSDAY, March 08, 2018
TIME: 6:30 P.M.
PLACE: Parlier City Council Chambers
1100 E. Parlier Avenue
Parlier, CA 93648

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

ADDITIONS/DELETIONS TO THE AGENDA:

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.)

CLOSED SESSION:

1. Government Code Section 54956.9

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to paragraph (2) or (3) Subdivision (d) of Section 54956.9: One case

PRESENTATIONS/INFORMATIONAL:

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.

CONSENT CALENDAR:

2. Approve the Check Reports dated February 16, 2018 through February 28, 2018.
3. Approve and accept the Minutes dated February 21, 2018.
4. Council to consider approving **Resolution No. 2018-08** A Resolution of the City Council of the City of Parlier Concerning the Industrial Retirement of Police Officer David Andrew Hall.
5. Council to consider approving and authorizing City Manager to execute contract with California Carnival Co. for the Round Up carnival.

ADMINISTRATIVE REPORTS:

MAYOR AND COUNCIL:

6. **SUBJECT:** Council to consider approving a letter to US Congress to be signed by the entire council regarding the Dream Act.

RECOMMENDATION: Council to approve executing the letter to US Congress regarding the Dream Act.

ADMINISTRATION:

7. **SUBJECT:** Introduction and Waiver of First Reading – **Ordinance 2018-02** Amending Title 3, of the Parlier Municipal code to Add Chapter 3.17 to Impose a Utility Users Tax Relating to Gas, Electricity, and Telecommunications Services.

PUBLIC HEARING:

- a. Mayor Beltran to open Public Hearing
- b. Public input/testimony for or against.
- c. Mayor Beltran to close Public Hearing

RECOMMENDATION: Staff recommends the City Council introduce and conduct the first reading of Ordinance 2018-02.

8. **SUBJECT:** Presentation by Rick Ehle regarding Police Dispatch Services.

RECOMMENDATION: Staff Recommends City Council provide direction regarding Dispatch Services.

9. SUBJECT: Refuse and Sewer Rate Study: Request to Issue Rate Notice to Customers

RECOMMENDATION: Staff recommends City Council approve the issuance of a rate increase notice to customers.

PLANNING COMMISSION:

10. SUBJECT: City Council to Consider Approval of Pole Sign for Dollar General.

RECOMMENDATION: Staff recommends that the City Council adopts **Resolution No. 2018-09**, approving the pole sign for Dollar General.

ENGINEERING DEPARTMENT:

11. SUBJECT: Acceptance of Deed of Easement for public street and utility purposes;
Acceptance of Deed of Easement for public pedestrian purposes;
Acceptance of Deed of Easement for public utility purposes from Housing
Authority of Fresno County for Oak Grove Apartment project.

RECOMMENDATION: Staff recommends the City Council adopt **Resolution No. 2018-10** Accepting Deed of Easement for Public Street, Pedestrian and Utility Purposes from Housing Authority of Fresno County .

12. SUBJECT: Approve Purchase of Easement along the Southeast corner of E. Manning Avenue and S. Zediker Avenue for Federal Project No. HSIPL-5252(018) and Accepting the Easement for Public Use.

RECOMMENDATION: Staff recommends the City Council adopt **Resolution 2018-11**, Approving the Real Property Purchase and Sale Agreement for Federal Project No. HSIPL-5252(018) and Authorizing the City Manager to execute the Agreement on behalf of the City and Accepting the Easement for Public Use.

BRIEF COMMENTS: COUNCIL COMMUNICATIONS/COMMENTS:

CITY MANAGER:

CITY ATTORNEY

CITY COUNCIL

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.)

CLOSED SESSION:

13. Government Code Section 54957.6

A. CONFERENCE WITH LABOR NEGOTIATORS

Agency representative: Sam Escobar, City Manager and Mary Lerner,
City Attorney

Employee Organization: Parlier Police Officers Association

14. Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATORS

Agency representative: Sam Escobar, City Manager and Mary Lerner,
City Attorney

Employee Organization: Unrepresented Employees

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.



CITY OF PARLIER

#2
Check Report

By Check Number

Date Range: 02/16/2018 - 02/28/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
ADP00	ADP, INC.	02/20/2018	Regular	0.00	607.92	48504
	Void	02/20/2018	Regular	0.00	0.00	48505
ADV03	ADVENTIST HEALTH PHYSICIANS NETWORK	02/20/2018	Regular	0.00	378.07	48506
AT&09	AT&T	02/20/2018	Regular	0.00	477.62	48507
AUT01	AUTO ZONE	02/20/2018	Regular	0.00	436.07	48508
BLU01	BLUE SHIELD OF CALIFORNIA	02/20/2018	Regular	0.00	21,381.11	48509
	Void	02/20/2018	Regular	0.00	0.00	48510
CAL1Y	CALIFORNIA WATER SERVICES INC.	02/20/2018	Regular	0.00	17,690.51	48511
CAR03	CARDENAS, DEMETRIA B.	02/20/2018	Regular	0.00	234.46	48512
CEN06	CENTRAL VALLEY TOXICOLOGY	02/20/2018	Regular	0.00	146.00	48513
CLA05	CLARK PEST CONTROL	02/20/2018	Regular	0.00	55.00	48514
COR08	DANIEL CORONA	02/20/2018	Regular	0.00	149.98	48515
GRO01	FERGUSON ENTERPRISES INC.	02/20/2018	Regular	0.00	3,075.60	48516
G&K00	G&K SERVICES INC.	02/20/2018	Regular	0.00	123.95	48517
HOM01	HOME DEPOT CREDIT SERVICE	02/20/2018	Regular	0.00	91.57	48518
LOZ03	LOZANO SMITH, LLP	02/20/2018	Regular	0.00	63,102.37	48519
	Void	02/20/2018	Regular	0.00	0.00	48520
MET02	METLIFE - GROUP BENEFITS	02/20/2018	Regular	0.00	387.67	48521
	Void	02/20/2018	Regular	0.00	0.00	48522
MET01	METRO UNIFORM & ACCESSORI	02/20/2018	Regular	0.00	806.09	48523
PRO01	PROVOST & PRITCHARD CONSULTING GROUP	02/20/2018	Regular	0.00	6,370.91	48524
RLB01	REEDLEY LUMBER & BUILDING	02/20/2018	Regular	0.00	608.73	48525
SHR00	SHRED-IT USA - FRESNO	02/20/2018	Regular	0.00	80.30	48526
STA1U	STAR 1 MINI MART	02/20/2018	Regular	0.00	772.47	48527
SYS00	SYSCO OF CENTRAL CALIFORNIA	02/20/2018	Regular	0.00	552.24	48528
T&J00	T & J ARCO STATION	02/20/2018	Regular	0.00	1,282.35	48529
FRE07	THE FRESNO BEE	02/20/2018	Regular	0.00	499.84	48530
THO00	THOMSON REUTERS - WEST	02/20/2018	Regular	0.00	124.71	48531
USM01	U-SAVE MARKET	02/20/2018	Regular	0.00	176.42	48532
ALT01	ALTA MONTCLAIR/EBSA	02/22/2018	Regular	0.00	100.00	48533
AT&09	AT&T	02/22/2018	Regular	0.00	171.51	48534
BEL06	BELCHER, EHLE, MEDINA & ASSOCIATES, INC.	02/22/2018	Regular	0.00	3,755.32	48535
BUS01	BUSH ENGINEERING INC.	02/22/2018	Regular	0.00	85,856.08	48536
CAR03	CARDENAS, DEMETRIA B.	02/22/2018	Regular	0.00	38.76	48537
CEN19	CENTRAL SANITARY SUPPLY	02/22/2018	Regular	0.00	645.84	48538
	Void	02/22/2018	Regular	0.00	0.00	48539
DON01	DON BERRY CONSTRUCTION	02/22/2018	Regular	0.00	80,848.06	48540
DUA02	GONZALO DUARTE	02/22/2018	Regular	0.00	400.00	48541
HUM01	HUMANA INSURANCE CO.	02/22/2018	Regular	0.00	4,632.63	48542
	Void	02/22/2018	Regular	0.00	0.00	48543
MAT02	MATSON ALARM CO. INC.	02/22/2018	Regular	0.00	45.00	48544
MET01	METRO UNIFORM & ACCESSORI	02/22/2018	Regular	0.00	835.83	48545
P.G01	PACIFIC GAS & ELECTRIC	02/22/2018	Regular	0.00	9,057.55	48546
SOU07	SOUTH COUNTY VETERINARY H	02/22/2018	Regular	0.00	174.00	48547
STA04	STATE FOODS SUPERMARKET	02/22/2018	Regular	0.00	82.06	48548
SUP01	SUPPLYWORKS	02/22/2018	Regular	0.00	972.56	48549
T&J00	T & J ARCO STATION	02/22/2018	Regular	0.00	226.50	48550
TYL00	TYLER TECHNOLOGIES, INC.	02/22/2018	Regular	0.00	96.00	48551
UNI05	UNITY IT	02/22/2018	Regular	0.00	1,857.64	48552
USM01	U-SAVE MARKET	02/22/2018	Regular	0.00	296.76	48553
GON07	WALLY GONZALES	02/22/2018	Regular	0.00	69.02	48554
ADP00	ADP, INC.	02/28/2018	Regular	0.00	468.56	48555
	Void	02/28/2018	Regular	0.00	0.00	48556
AT&09	AT&T	02/28/2018	Regular	0.00	19.20	48557

Check Report

Date Range: 02/16/2018 - 02/28/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
AUTO1	AUTO ZONE	02/28/2018	Regular	0.00	191.14	48558
CEN19	CENTRAL SANITARY SUPPLY	02/28/2018	Regular	0.00	72.80	48559
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	02/28/2018	Regular	0.00	81.65	48560
CLA05	CLARK PEST CONTROL	02/28/2018	Regular	0.00	45.00	48561
DIA11	DIAMOND COMMUNICATIONS	02/28/2018	Regular	0.00	1,300.00	48562
FRE00	FRESNO OXYGEN	02/28/2018	Regular	0.00	28.29	48563
G&K00	G&K SERVICES INC.	02/28/2018	Regular	0.00	123.95	48564
GAR28	GARCIA, HERLINDA	02/28/2018	Regular	0.00	200.00	48565
GIB01	GIBBS INTERNATIONAL	02/28/2018	Regular	0.00	4,274.18	48566
GRA04	GRAINGER, INC.	02/28/2018	Regular	0.00	3,284.40	48567
MID03	MID VALLEY DISPOSAL LLC	02/28/2018	Regular	0.00	71,212.69	48568
NEW02	NEW YORK LIFE INSURANCE	02/28/2018	Regular	0.00	497.80	48569
OFF01	OFFICE DEPOT	02/28/2018	Regular	0.00	315.68	48570
OVE01	OVERHEAD TECHNOLOGY, INC.	02/28/2018	Regular	0.00	410.18	48571
P.G01	PACIFIC GAS & ELECTRIC	02/28/2018	Regular	0.00	377.57	48572
PIO01	PIONEER EQUIPMENT CO.	02/28/2018	Regular	0.00	559.73	48573
RIP01	REEDLEY IRRIGATION & SUPP	02/28/2018	Regular	0.00	33.69	48574
DAV00	RICK DAVILA	02/28/2018	Regular	0.00	200.00	48575
SEL01	SELECT BUSINESS SYSTEMS INC.	02/28/2018	Regular	0.00	2,072.88	48576
SOC00	SOCIAL VOCATIONAL SERVICES	02/28/2018	Regular	0.00	2,900.00	48577
STA1B	STANDARD INSURANCE CO.	02/28/2018	Regular	0.00	1,788.67	48578
	Void	02/28/2018	Regular	0.00	0.00	48579
THE05	THE OFFICE CITY	02/28/2018	Regular	0.00	35.62	48580
VUL00	VULCAN MATERIALS CO.	02/28/2018	Regular	0.00	873.78	48581
WIL06	WILLDAN ENGINEERING	02/28/2018	Regular	0.00	4,455.00	48582
YAM01	YAMABE & HORN ENGINEERING INC.	02/28/2018	Regular	0.00	39,305.00	48583
HIG01	HIGHLANDS DIVERSIFIED INC.	02/28/2018	Regular	0.00	6,066.52	48584

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	190	73	0.00	450,967.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	190	81	0.00	450,967.06

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	190	73	0.00	450,967.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	190	81	0.00	450,967.06

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	2/2018	450,967.06
			450,967.06



CITY OF PARLIER

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RLB01	REEDLEY LUMBER & BUILDING	02/20/2018	Regular	0.00	608.73	48525
SHR00	SHRED-IT USA - FRESNO	02/20/2018	Regular	0.00	80.30	48526
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MAT02	MATSON ALARM CO. INC.	02/22/2018	Regular	0.00	45.00	48544
MET01	METRO UNIFORM & ACCESSORI	02/22/2018	Regular	0.00	835.83	48545
P.G01	PACIFIC GAS & ELECTRIC	02/22/2018	Regular	0.00	9,057.55	48546
SOU07	SOUTH COUNTY VETERINARY H	02/22/2018	Regular	0.00	174.00	48547
STA04	STATE FOODS SUPERMARKET	02/22/2018	Regular	0.00	82.06	48548
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T&J00	T & J ARCO STATION	02/22/2018	Regular	0.00	226.50	48550
TYL00	TYLER TECHNOLOGIES, INC.	02/22/2018	Regular	0.00	96.00	48551
UNI05	UNITY IT	02/22/2018	Regular	0.00	1,857.64	48552
USM01	U-SAVE MARKET	02/22/2018	Regular	0.00	296.76	48553

Check Report

Date Range: 02/16/2018 - 02/22/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
GON07	WALLY GONZALES	02/22/2018	Regular	0.00	69.02	48554

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	124	45	0.00	309,773.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	124	51	0.00	309,773.08

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	124	45	0.00	309,773.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	124	51	0.00	309,773.08

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	2/2018	309,773.08
			309,773.08



CITY OF PARLIER

Check Report

By Check Number

Date Range: 02/16/2018 - 02/28/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
ADP00	ADP, INC.	02/20/2018	Regular	0.00	607.92	48504
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>509369312</u>	Invoice	02/20/2018	TIME & ATTENDANCE	0.00	607.92	
	Account Number	Account Name	Item Description	Distribution Amount		
	<u>100-5100-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	55.27		
	<u>100-5200-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	9.21		
	<u>100-5300-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	9.21		
	<u>100-5400-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	156.59		
	<u>100-5410-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	9.21		
	<u>100-5610-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	9.21		
	<u>100-5617-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	18.42		
	<u>100-5620-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	18.42		
	<u>100-5700-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	18.42		
	<u>203-5600-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	9.21		
	<u>206-5600-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	9.21		
	<u>213-5600-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	9.21		
	<u>269-6303-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	147.39		
	<u>400-5300-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	27.63		
	<u>400-5600-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	27.63		
	<u>401-5300-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	18.42		
	<u>401-5600-6520</u>	PROFESSIONAL SERVICES	TIME & ATTENDANCE	27.63		
	<u>402-5300-6520</u>	PROFESSIONAL SERVICES	TIME & ATTENDANCE	18.42		
	<u>602-8100-6520</u>	PROFESSIONAL SERVICES/	TIME & ATTENDANCE	9.21		
	Void	02/20/2018	Regular	0.00	0.00	48505
ADV03	ADVENTIST HEALTH PHYSICIANS NETWORK	02/20/2018	Regular	0.00	378.07	48506
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>JU20180209-01</u>	Invoice	02/20/2018	PRE EMPLOYMENT PHYSICAL	0.00	378.07	
	Account Number	Account Name	Item Description	Distribution Amount		
	<u>100-5400-6530</u>	RECRUITMENT & ADVERT	PRE EMPLOYMENT PHYSICAL	378.07		
AT&09	AT&T	02/20/2018	Regular	0.00	477.62	48507
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>000010938396</u>	Invoice	02/20/2018	PHONE SVCS 1/13-2/12	0.00	396.75	
	Account Number	Account Name	Item Description	Distribution Amount		
	<u>100-5400-6510</u>	TELEPHONE/DATA/PAGER	PHONE SVCS 1/13-2/12	274.76		
	<u>400-5300-6510</u>	TELEPHONE/DATA & PAG	PHONE SVCS 1/13-2/12	20.31		
	<u>400-5600-6510</u>	TELEPHONE/DATA/PAGER	PHONE SVCS 1/13-2/12	20.44		
	<u>401-5600-6510</u>	TELEPHONE/DATA/PAGER	PHONE SVCS 1/13-2/12	81.24		
<u>000010938743</u>	Invoice	02/20/2018	SR. CTR SVCS 1/13-2/12	0.00	80.87	
	Account Number	Account Name	Item Description	Distribution Amount		
	<u>100-5615-6510</u>	TELEPHONE/DATA/PAGER	SR. CTR SVCS 1/13-2/12	80.87		
AUT01	AUTO ZONE	02/20/2018	Regular	0.00	436.07	48508
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3758540226</u>	Invoice	02/20/2018	UNIT #511 SUPPLIES	0.00	138.25	
	Account Number	Account Name	Item Description	Distribution Amount		
	<u>100-5620-6532</u>	VEHICLE MAINTENANCE	UNIT #511 SUPPLIES	138.25		
<u>3758543544</u>	Invoice	02/20/2018	UNIT #102 MAINTENANCE	0.00	67.98	
	Account Number	Account Name	Item Description	Distribution Amount		
	<u>401-5600-6002</u>	PARTS SUPPLIES	UNIT #102 MAINTENANCE	67.98		
<u>3758544332</u>	Invoice	02/20/2018	UNIT #518 MAINTENANCE	0.00	73.27	
	Account Number	Account Name	Item Description	Distribution Amount		
	<u>401-5600-6532</u>	VEHICLE MAINTENANCE	UNIT #518 MAINTENANCE	73.27		
<u>3758544333</u>	Invoice	02/20/2018	PW SHOP SUPPLIES	0.00	67.65	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>400-5600-6002</u>	PARTS & SUPPLIES	PW SHOP SUPPLIES		67.65	
<u>3758544508</u>	Invoice	02/20/2018	UNIT #518 PARTS	0.00	24.38	
	<u>401-5600-6002</u>	PARTS SUPPLIES	UNIT #518 PARTS		24.38	
<u>3758547738</u>	Invoice	02/20/2018	PW SHOP TOOLS	0.00	16.19	
	<u>401-5600-6004</u>	TOOLS & MINOR EQUIPM	PW SHOP TOOLS		16.19	
<u>3758552255</u>	Invoice	02/20/2018	PW SHOP TOOLS	0.00	48.35	
	<u>401-5600-6004</u>	TOOLS & MINOR EQUIPM	PW SHOP TOOLS		48.35	
BLU01	BLUE SHIELD OF CALIFORNIA	02/20/2018	Regular	0.00	21,381.11	48509
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>180430040424</u>	Invoice	02/20/2018	HEALTH INSURANCE 3-18	0.00	21,381.11	
	<u>100-22197</u>	EMPLOYEE MEDICAL INS.	EMPLOYEE'S PORTION		3,031.04	
	<u>100-5200-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		313.11	
	<u>100-5400-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		7,146.56	
	<u>100-5610-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		194.28	
	<u>100-5617-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		337.86	
	<u>100-5620-5011</u>	INSURANCE-MED-DEN,VI	HEALTH INSURANCE 3-18		337.86	
	<u>160-5400-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		432.22	
	<u>203-5600-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		91.81	
	<u>206-5600-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		91.82	
	<u>213-5600-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		286.09	
	<u>269-6303-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		6,702.35	
	<u>400-5200-5011</u>	INSURANCE MED, DEN, VI	HEALTH INSURANCE 3-18		406.94	
	<u>400-5300-5011</u>	INSURANCE- MED, DEN. V	HEALTH INSURANCE 3-18		288.42	
	<u>400-5600-5011</u>	INSURANCE- MED, DEN, V	HEALTH INSURANCE 3-18		221.33	
	<u>401-5200-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		406.94	
	<u>401-5300-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		288.42	
	<u>401-5600-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		221.33	
	<u>402-5300-5011</u>	INSURANCE-MED, DEN,VI	HEALTH INSURANCE 3-18		144.22	
	<u>602-8100-5011</u>	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 3-18		438.51	
	Void	02/20/2018	Regular	0.00	0.00	48510
CAL1Y	CALIFORNIA WATER SERVICES INC.	02/20/2018	Regular	0.00	17,690.51	48511
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0036206-IN</u>	Invoice	02/20/2018	MO ROUTINE SVCS 1-18	0.00	17,690.51	
	<u>400-5600-6011</u>	FUEL	FUEL CHARGE		30.00	
	<u>400-5600-6520</u>	PROFESSIONAL SERVICES/	TAXES/ FEES		34.31	
	<u>400-5600-6542</u>	CONTRACT SERVICES	WATER SERVICES 1-18		5,009.20	
	<u>400-5600-6544</u>	LAB ANALYSIS & TESTING	WATER LAB ANALYSIS		3,096.00	
	<u>401-5600-6542</u>	CONTRACT SERVICES	WASTEWATER SERVICES 1-18		5,321.00	
	<u>401-5600-6544</u>	LAB ANALYSIS & TESTING	WASTEWATER LAB ANALYSIS		4,200.00	
CAR03	CARDENAS, DEMETRIA B.	02/20/2018	Regular	0.00	234.46	48512
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1/31/18</u>	Invoice	02/20/2018	RICH TOBIN DISTRIBUTING	0.00	121.70	
	<u>269-6303-6000</u>	OFFICE SUPPLIES	RICH TOBIN DISTRIBUTING		121.70	
<u>2/09/18</u>	Invoice	02/20/2018	STAFF APPRECIATION MTG	0.00	20.00	
	<u>269-6303-6540</u>	MISCELLANEOUS EXPENS	STAFF APPRECIATION MTG		20.00	
<u>2/6/18</u>	Invoice	02/20/2018	US POSTAL SVCS	0.00	27.45	
	<u>269-6303-6012</u>	POSTAGE, SHIPPING & FR	US POSTAL SVCS		27.45	
<u>2/9/18</u>	Invoice	02/20/2018	STAFF APPRECIATION MTG	0.00	65.31	
	<u>269-6303-6540</u>	MISCELLANEOUS EXPENS	STAFF APPRECIATION MTG		65.31	
CEN06	CENTRAL VALLEY TOXICOLOGY	02/20/2018	Regular	0.00	146.00	48513

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>272238</u>	Invoice	02/20/2018	DRUG ABUSE SCREEN	0.00	78.00	
	<u>100-5400-6544</u>		LAB ANALYSIS & TESTING		78.00	
<u>272239</u>	Invoice	02/20/2018	SINGLE DRUG ABUSE SCREEN	0.00	68.00	
	<u>100-5400-6544</u>		LAB ANALYSIS & TESTING		68.00	
CLA05	CLARK PEST CONTROL	02/20/2018	Regular	0.00	55.00	48514
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>65294-2-18</u>	Invoice	02/20/2018	PD SVCS 2-18	0.00	55.00	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		55.00	
			PD SVCS 2-18			
COR08	DANIEL CORONA	02/20/2018	Regular	0.00	149.98	48515
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1/30/18</u>	Invoice	02/20/2018	UNIFORM REIMBURSEMENT	0.00	149.98	
	<u>100-5400-5013</u>		UNIFORM		149.98	
GRO01	FERGUSON ENTERPRISES INC.	02/20/2018	Regular	0.00	3,075.60	48516
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1319960-1</u>	Invoice	02/20/2018	WATER METER SUPPLIES	0.00	799.81	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		799.81	
<u>1342363</u>	Invoice	02/20/2018	FIRE HYDRANT SUPPLIES	0.00	1,538.00	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		1,538.00	
<u>1343893</u>	Invoice	02/20/2018	WATER METER PARTS	0.00	737.79	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		737.79	
G&K00	G&K SERVICES INC.	02/20/2018	Regular	0.00	123.95	48517
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>6258480137</u>	Invoice	02/20/2018	WEEKLEY ROUTINE SERVICES	0.00	123.95	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		23.39	
	<u>100-5615-6520</u>		PROFESSIONAL SERVICES/		4.33	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/		16.42	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/		11.54	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/		34.14	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		34.13	
HOM01	HOME DEPOT CREDIT SERVICE	02/20/2018	Regular	0.00	91.57	48518
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>6023075</u>	Invoice	02/20/2018	SR CTR CLEANING SUPPLIES	0.00	91.57	
	<u>100-5615-6002</u>		PARTS SUPPLIES		91.57	
LOZ03	LOZANO SMITH, LLP	02/20/2018	Regular	0.00	63,102.37	48519
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2042869</u>	Invoice	02/20/2018	YOUTH CTR OF AMERICA 12-17	0.00	2,390.56	
	<u>100-5200-6521</u>		ATTORNEY SERVICES		2,390.56	
<u>2042962</u>	Invoice	02/20/2018	GENERAL LEGAL SVCS 12-17	0.00	3,040.00	
	<u>100-5200-6521</u>		ATTORNEY SERVICES		3,040.00	
<u>2042963</u>	Invoice	02/20/2018	LEGAL RETAINER 12-17	0.00	748.10	
	<u>100-5200-6521</u>		ATTORNEY SERVICES		748.10	
<u>2042964</u>	Invoice	02/20/2018	PD LEGAL SVCS 12-17	0.00	840.00	
	<u>100-5400-6521</u>		ATTORNEY SERVICES		840.00	
<u>2042965</u>	Invoice	02/20/2018	PW LEGAL SVCS 12-17	0.00	1,015.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>400-5600-6521</u>	ATTORNEY FEES	PW LEGAL SVCS 12-17		507.50	
	<u>401-5600-6521</u>	ATTORNEY FEES	PW LEGAL SVCS 12-17		507.50	
<u>2042966</u>	Invoice	02/20/2018	SUCCESSOR AGENCY 12-17	0.00	87.50	
	<u>602-8100-6521</u>	ATTORNEY SERVICES	SUCCESSOR AGENCY 12-17		87.50	
<u>2042967</u>	Invoice	02/20/2018	GENERAL LITIGATION 12-17	0.00	3,293.00	
	<u>100-5200-6521</u>	ATTORNEY SERVICES	GENERAL LITIGATION 12-17		3,293.00	
<u>2042968</u>	Invoice	02/20/2018	TCP LITIGATION 12-17	0.00	259.00	
	<u>400-5600-6521</u>	ATTORNEY FEES	TCP LITIGATION 12-17		259.00	
<u>2042970</u>	Invoice	02/20/2018	GENERAL FINANCE 12-17	0.00	778.50	
	<u>100-5300-6521</u>	ATTORNEY SERVICES	GENERAL FINANCE 12-17		778.50	
<u>2042971</u>	Invoice	02/20/2018	PERSONNEL MATTERS 12-17	0.00	315.00	
	<u>100-5200-6521</u>	ATTORNEY SERVICES	PERSONNEL MATTERS 12-17		315.00	
<u>2042972</u>	Invoice	02/20/2018	PD A JIMENEZ 12-17	0.00	4,064.36	
	<u>100-5400-6521</u>	ATTORNEY SERVICES	PD A JIMENEZ 12-17		4,064.36	
<u>2042973</u>	Invoice	02/20/2018	LEGAL CANNABIS 12-17	0.00	19,967.50	
	<u>100-5200-6528</u>	LEGAL CANNABIS	LEGAL CANNABIS 12-17		19,967.50	
<u>2045451</u>	Invoice	02/20/2018	GENERAL LEGAL SVCS 1-18	0.00	3,032.10	
	<u>100-5200-6521</u>	ATTORNEY SERVICES	GENERAL LEGAL SVCS 1-18		3,032.10	
<u>2045452</u>	Invoice	02/20/2018	LEGAL RETAINER 1-18	0.00	1,264.80	
	<u>100-5200-6521</u>	ATTORNEY SERVICES	LEGAL RETAINER 1-18		1,264.80	
<u>2045453</u>	Invoice	02/20/2018	PLANNING & ZONING 1-18	0.00	324.60	
	<u>100-5700-6521</u>	ATTORNEY SERVICES	PLANNING & ZONING 1-18		324.60	
<u>2045454</u>	Invoice	02/20/2018	PD LEGAL SVCS 1-18	0.00	2,205.00	
	<u>100-5400-6521</u>	ATTORNEY SERVICES	PD LEGAL SVCS 1-18		2,205.00	
<u>2045455</u>	Invoice	02/20/2018	PW LEGAL SVCS 1-18	0.00	962.50	
	<u>400-5600-6521</u>	ATTORNEY FEES	PW LEGAL SVCS 1-18		481.25	
	<u>401-5600-6521</u>	ATTORNEY FEES	PW LEGAL SVCS 1-18		481.25	
<u>2045456</u>	Invoice	02/20/2018	SUCCESSOR AGENCY 1-18	0.00	717.50	
	<u>602-8100-6521</u>	ATTORNEY SERVICES	SUCCESSOR AGENCY 1-18		717.50	
<u>2045457</u>	Invoice	02/20/2018	CODE ENFORCEMENT 1-18	0.00	350.00	
	<u>100-5400-6521</u>	ATTORNEY SERVICES	CODE ENFORCEMENT 1-18		350.00	
<u>2045458</u>	Invoice	02/20/2018	GENERAL LITIGATION 1-18	0.00	3,023.50	
	<u>100-5200-6521</u>	ATTORNEY SERVICES	GENERAL LITIGATION 1-18		3,023.50	
<u>2045459</u>	Invoice	02/20/2018	TCP LITIGATION 1-18	0.00	203.50	
	<u>400-5600-6521</u>	ATTORNEY FEES	TCP LITIGATION 1-18		203.50	
<u>2045460</u>	Invoice	02/20/2018	YOUTH CTR OF AMERICA 1-18	0.00	385.00	
	<u>100-5200-6521</u>	ATTORNEY SERVICES	YOUTH CTR OF AMERICA 1-18		385.00	
<u>2045461</u>	Invoice	02/20/2018	GENERAL FINANCE 1-18	0.00	1,417.50	
	<u>100-5300-6521</u>	ATTORNEY SERVICES	GENERAL FINANCE 1-18		1,417.50	
<u>2045462</u>	Invoice	02/20/2018	PERSONNEL MATTERS 1-18	0.00	3,657.50	
	<u>100-5200-6521</u>	ATTORNEY SERVICES	PERSONNEL MATTERS 1-18		3,657.50	
<u>2045463</u>	Invoice	02/20/2018	PD A JIMENEZ 1-18	0.00	6,056.80	
	<u>100-5400-6521</u>	ATTORNEY SERVICES	PD A JIMENEZ 1-18		6,056.80	
<u>2045464</u>	Invoice	02/20/2018	LEGAL CANNABIS 1-18	0.00	2,703.55	
	<u>100-5200-6528</u>	LEGAL CANNABIS	LEGAL CANNABIS 1-18		2,703.55	
	Void	02/20/2018	Regular	0.00	0.00	48520
MET02	METLIFE - GROUP BENEFITS	02/20/2018	Regular	0.00	387.67	48521

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TS05946702-3-18</u>	Invoice	02/20/2018	LONG TERM DIS. 3-18	0.00	387.67	
<u>100-5200-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	5.56			
<u>100-5400-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	150.09			
<u>100-5410-5011</u>	INSURANCE-MED, DEN, V	LONG TERM DIS. 3-18	5.10			
<u>100-5610-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	4.12			
<u>100-5617-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	3.08			
<u>100-5620-5011</u>	INSURANCE-MED-DEN,VI	LONG TERM DIS. 3-18	3.08			
<u>203-5600-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	5.98			
<u>206-5600-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	5.98			
<u>213-5600-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	3.56			
<u>269-6303-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	88.60			
<u>400-5200-5011</u>	INSURANCE MED, DEN, VI	LONG TERM DIS. 3-18	9.73			
<u>400-5300-5011</u>	INSURANCE- MED, DEN. V	LONG TERM DIS. 3-18	14.71			
<u>400-5600-5011</u>	INSURANCE- MED, DEN, V	LONG TERM DIS. 3-18	27.06			
<u>401-5200-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	9.73			
<u>401-5300-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	14.71			
<u>401-5600-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	23.58			
<u>402-5300-5011</u>	INSURANCE-MED, DEN,VI	LONG TERM DIS. 3-18	10.20			
<u>602-8100-5011</u>	INSURANCE-MED,DEN,VIS	LONG TERM DIS. 3-18	2.80			
Void						
MET01	METRO UNIFORM & ACCESSORI	02/20/2018	Regular	0.00	0.00	48522
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>157437</u>	Invoice	02/20/2018	CHAVEZ UNIFORM PURCHASE	0.00	473.10	
<u>100-5400-5013</u>	UNIFORM		CHAVEZ UNIFORM PURCHASE		473.10	
<u>157506</u>	Invoice	02/20/2018	UNIFORMS HERNANDEZ	0.00	332.99	
<u>100-5400-5013</u>	UNIFORM		UNIFORMS HERNANDEZ		332.99	
PRO01	PROVOST & PRITCHARD CONSULTING GROUP	02/20/2018	Regular	0.00	6,370.91	48524
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>66673</u>	Invoice	02/20/2018	PLANNING GENERAL SVCS 1-18	0.00	5,710.91	
<u>100-5700-6520</u>	PROFESSIONAL SERVICES/		PLANNING GENERAL SVCS 1-18		5,710.91	
<u>66674</u>	Invoice	02/20/2018	CANNABIS REGULATIONS 1-18	0.00	660.00	
<u>100-5200-6001</u>	CANNABIS OPERATIONAL		CANNABIS REGULATIONS 1-18		660.00	
RLB01	REEDLEY LUMBER & BUILDING	02/20/2018	Regular	0.00	608.73	48525
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>156505</u>	Invoice	02/20/2018	PW SHOP SUPPLIES	0.00	24.06	
<u>401-5600-6002</u>	PARTS SUPPLIES		PW SHOP SUPPLIES		24.06	
<u>156542</u>	Invoice	02/20/2018	STREET SUPPLIES	0.00	64.11	
<u>200-5600-6002</u>	PARTS & SUPPLIES		STREET SUPPLIES		64.11	
<u>156683</u>	Invoice	02/20/2018	COOLING CENTER REPAIRS	0.00	9.17	
<u>100-5618-6002</u>	PARTS SUPPLIES		COOLING CENTER REPAIRS		9.17	
<u>157049</u>	Invoice	02/20/2018	WATER SUPPLIES	0.00	73.71	
<u>400-5600-6002</u>	PARTS & SUPPLIES		WATER SUPPLIES		73.71	
<u>157051</u>	Invoice	02/20/2018	CITY HALL REPAIRS	0.00	35.95	
<u>100-5200-6002</u>	PARTS SUPPLIES		CITY HALL REPAIRS		35.95	
<u>157224</u>	Invoice	02/20/2018	PW SHOP SUPPLIES	0.00	43.28	
<u>401-5600-6002</u>	PARTS SUPPLIES		PW SHOP SUPPLIES		43.28	
<u>157642</u>	Invoice	02/20/2018	CITY HALL REPAIRS	0.00	15.39	
<u>100-5617-6002</u>	PARTS SUPPLIES		CITY HALL REPAIRS		15.39	
<u>157887</u>	Invoice	02/20/2018	WWTP AERTOR REPAIRS	0.00	166.86	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-5600-7002	PLANT REPAIRS	WWTP AERTOR REPAIRS		166.86	
<u>158225</u>	Invoice	02/20/2018	CITY HALL REPAIRS	0.00	117.48	
	<u>100-5617-6002</u>		PARTS SUPPLIES		117.48	
<u>158655</u>	Invoice	02/20/2018	PW SHOP SUPPLIES	0.00	17.77	
	<u>401-5600-6002</u>		PARTS SUPPLIES		17.77	
<u>158656</u>	Invoice	02/20/2018	WATER SUPPLIES	0.00	40.95	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		40.95	
SHR00	SHRED-IT USA - FRESNO	02/20/2018	Regular	0.00	80.30	48526
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>8124105518</u>	Invoice	02/20/2018	DOCUMENT SHREDDING	0.00	80.30	
	<u>100-5400-6000</u>		OFFICE SUPPLIES		80.30	
STA1U	STAR 1 MINI MART	02/20/2018	Regular	0.00	772.47	48527
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1571</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	74.29	
	<u>401-5600-6011</u>		FUEL		74.29	
<u>3197</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	65.70	
	<u>400-5600-6011</u>		FUEL		65.70	
<u>4174</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	70.48	
	<u>401-5600-6011</u>		FUEL		70.48	
<u>4522</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	72.27	
	<u>401-5600-6011</u>		FUEL		72.27	
<u>4571</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	67.67	
	<u>400-5600-6011</u>		FUEL		67.67	
<u>4992</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	69.69	
	<u>400-5600-6011</u>		FUEL		69.69	
<u>7060</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	67.68	
	<u>401-5600-6011</u>		FUEL		67.68	
<u>7521</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	71.14	
	<u>401-5600-6011</u>		FUEL		71.14	
<u>7618</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	76.19	
	<u>401-5600-6011</u>		FUEL		76.19	
<u>8661</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	67.67	
	<u>400-5600-6011</u>		FUEL		67.67	
<u>9808</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	69.69	
	<u>400-5600-6011</u>		FUEL		69.69	
SYS00	SYSCO OF CENTRAL CALIFORNIA	02/20/2018	Regular	0.00	552.24	48528
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>184484415</u>	Invoice	02/20/2018	PRESCHOOL MEAL SUPPLIES	0.00	491.02	
	<u>269-6303-6504</u>		FOOD SERVICES		491.02	
<u>184488711</u>	Invoice	02/20/2018	PRESCHOOL MEAL SUPPLIES	0.00	61.22	
	<u>269-6303-6504</u>		FOOD SERVICES		61.22	
T&J00	T & J ARCO STATION	02/20/2018	Regular	0.00	1,282.35	48529
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1-18</u>	Invoice	02/20/2018	PW FUEL 1-18	0.00	1,282.35	
	<u>400-5600-6011</u>		FUEL		1,118.60	
	<u>401-5600-6011</u>		FUEL		163.75	
FRE07	THE FRESNO BEE	02/20/2018	Regular	0.00	499.84	48530

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>36652-1-18</u>	Invoice	02/20/2018	OFFICER /RECORDS AD	0.00	499.84	
	<u>100-5400-6530</u>		RECRUITMENT & ADVERT		499.84	
TH000	THOMSON REUTERS - WEST	02/20/2018	Regular	0.00	124.71	48531
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>837702515</u>	Invoice	02/20/2018	PC BOOKS	0.00	124.71	
	<u>100-5400-6002</u>		PARTS SUPPLIES		124.71	
USM01	U-SAVE MARKET	02/20/2018	Regular	0.00	176.42	48532
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>02/19/18</u>	Invoice	02/20/2018	PRESCHOOL MEAL SUPPLIES	0.00	18.76	
	<u>269-6303-6504</u>		FOOD SERVICES		18.76	
<u>2/19/18</u>	Invoice	02/20/2018	PRESCHOOL MEAL SUPPLIES	0.00	157.66	
	<u>269-6303-6504</u>		FOOD SERVICES		157.66	
ALT01	ALTA MONTCLAIR/EBSA	02/22/2018	Regular	0.00	100.00	48533
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2/3-2/16/18</u>	Invoice	02/22/2018	457 DEFERRED COMP 2/22	0.00	100.00	
	<u>100-22210</u>		457 DEFERRED COMPENS		100.00	
AT&09	AT&T	02/22/2018	Regular	0.00	171.51	48534
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>000010938741</u>	Invoice	02/22/2018	PRESCHOOL SVCS 1/13-2/12	0.00	171.51	
	<u>269-6303-6510</u>		TELEPHONE/DATA/PAGER		171.51	
BEL06	BELCHER, EHLE, MEDINA & ASSOCIATES, INC.	02/22/2018	Regular	0.00	3,755.32	48535
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4</u>	Invoice	02/22/2018	EHLE CONSULTING FEES	0.00	3,755.32	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		3,755.32	
BUS01	BUSH ENGINEERING INC.	02/22/2018	Regular	0.00	85,856.08	48536
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>31-116-03</u>	Invoice	02/22/2018	MANNING AVE SAFE ROUTES	0.00	85,856.08	
	<u>223-5600-7023</u>		MANNING CURB, GUTTER		85,856.08	
CAR03	CARDENAS, DEMETRIA B.	02/22/2018	Regular	0.00	38.76	48537
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2/20/18</u>	Invoice	02/22/2018	SGL BOTTLES FOR WATER	0.00	38.76	
	<u>269-6303-6001</u>		OPERATIONAL SUPPLIES		38.76	
CEN19	CENTRAL SANITARY SUPPLY	02/22/2018	Regular	0.00	645.84	48538
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>18992</u>	Credit Memo	02/22/2018	CM FROM INV. 818957	0.00	-194.36	
	<u>100-5200-6002</u>		PARTS SUPPLIES		-38.87	
	<u>100-5617-6002</u>		PARTS SUPPLIES		-38.87	
	<u>100-5620-6002</u>		PARTS SUPPLIES		-38.87	
	<u>100-5700-6002</u>		PARTS SUPPLIES		-38.87	
	<u>400-5300-6002</u>		PARTS SUPPLIES		-38.88	
<u>847204</u>	Invoice	02/22/2018	SUPPLIES- ALL DEPTS	0.00	346.82	
	<u>100-5200-6002</u>		PARTS SUPPLIES		69.37	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-5617-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS		69.37	
	<u>100-5620-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS		69.36	
	<u>100-5700-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS		69.36	
	<u>400-5300-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS		69.36	
848444	Invoice	02/22/2018	SUPPLIES- ALL DEPTS.	0.00	48.59	
	<u>100-5200-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		9.72	
	<u>100-5617-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		9.72	
	<u>100-5620-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		9.72	
	<u>100-5700-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		9.72	
	<u>400-5300-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		9.71	
857134	Invoice	02/22/2018	SUPPLIES- ALL DEPTS.	0.00	444.79	
	<u>100-5200-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		88.96	
	<u>100-5617-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		88.96	
	<u>100-5620-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		88.96	
	<u>100-5700-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		88.96	
	<u>400-5300-6002</u>	PARTS SUPPLIES	SUPPLIES- ALL DEPTS.		88.95	
	Void	02/22/2018	Regular	0.00	0.00	48539
DON01	DON BERRY CONSTRUCTION	02/22/2018	Regular	0.00	80,848.06	48540
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV. # 4</u>	Invoice	02/22/2018	MANNING, NEWMARK-ZEDIKER	0.00	80,848.06	
	<u>218-5600-7001</u>	CAPITAL PROJECT	MANNING, NEWMARK-ZEDIKER		80,848.06	
DUA02	GONZALO DUARTE	02/22/2018	Regular	0.00	400.00	48541
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2/3/18</u>	Invoice	02/22/2018	COMM. CTR. DEP. REFUND	0.00	400.00	
	<u>100-23101</u>	COMMUNITY CENTER RE	COMM. CTR. DEP. REFUND		400.00	
HUM01	HUMANA INSURANCE CO.	02/22/2018	Regular	0.00	4,632.63	48542
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>433030661</u>	Invoice	02/20/2018	STD, DENTAL & VISION 3-18	0.00	4,632.63	
	<u>100-22106</u>	LIFE, LTD & STD PAYABLE	EMPLOYEES' PORTION		260.30	
	<u>100-22194</u>	EMPLOYEE DENTAL INS W	EMPLOYEES' DENTAL		1,705.32	
	<u>100-22195</u>	EMPLOYEE VISION INS. W	EMPLOYEES' VISION		209.47	
	<u>100-5200-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		33.24	
	<u>100-5400-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		759.74	
	<u>100-5410-5011</u>	INSURANCE-MED, DEN, V	STD, DENTAL & VISION 3-18		28.58	
	<u>100-5610-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		35.07	
	<u>100-5617-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		15.82	
	<u>100-5620-5011</u>	INSURANCE-MED-DEN,VI	STD, DENTAL & VISION 3-18		15.83	
	<u>100-5700-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		2.83	
	<u>160-5400-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		73.00	
	<u>203-5600-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		35.80	
	<u>206-5600-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		35.79	
	<u>213-5600-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		33.64	
	<u>269-6303-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		758.37	
	<u>400-5200-5011</u>	INSURANCE MED, DEN, VI	STD, DENTAL & VISION 3-18		44.04	
	<u>400-5300-5011</u>	INSURANCE- MED, DEN. V	STD, DENTAL & VISION 3-18		75.08	
	<u>400-5600-5011</u>	INSURANCE- MED, DEN, V	STD, DENTAL & VISION 3-18		161.42	
	<u>401-5200-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		44.03	
	<u>401-5300-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		75.08	
	<u>401-5600-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		147.82	
	<u>402-5300-5011</u>	INSURANCE-MED, DEN,VI	STD, DENTAL & VISION 3-18		37.53	
	<u>602-8100-5011</u>	INSURANCE-MED,DEN,VIS	STD, DENTAL & VISION 3-18		44.83	
	Void	02/22/2018	Regular	0.00	0.00	48543
MAT02	MATSON ALARM CO. INC.	02/22/2018	Regular	0.00	45.00	48544

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1700232</u>	Invoice	02/22/2018	PD ALARM SVCS 3-18	0.00	45.00	
<u>100-5400-6520</u>	PROFESSIONAL SERVICES/	PD ALARM SVCS 3-18			45.00	
MET01	METRO UNIFORM & ACCESSORI	02/22/2018	Regular	0.00	835.83	48545
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>156371</u>	Invoice	02/22/2018	PIERRO UNIFORMS	0.00	358.39	
<u>100-5400-5013</u>	UNIFORM	PIERRO UNIFORMS			358.39	
<u>156503</u>	Invoice	02/22/2018	PINEDO UNIFORMS	0.00	477.44	
<u>100-5400-5013</u>	UNIFORM	PINEDO UNIFORMS			477.44	
P.G01	PACIFIC GAS & ELECTRIC	02/22/2018	Regular	0.00	9,057.55	48546
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>7543-2-18</u>	Invoice	02/22/2018	STREET LIGHTS 1/13-2/13	0.00	8,974.20	
<u>200-5600-6512</u>	ELECTRICITY	STREET LIGHTS 1/13-2/13			8,974.20	
<u>9801-2-18</u>	Invoice	02/22/2018	TRAFFIC LIGHTS 12/27-1/25	0.00	83.35	
<u>200-5600-6512</u>	ELECTRICITY	TRAFFIC LIGHTS 12/27-1/25			83.35	
SOU07	SOUTH COUNTY VETERINARY H	02/22/2018	Regular	0.00	174.00	48547
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>193295</u>	Invoice	02/22/2018	EUTHANIZED DOGS	0.00	132.00	
<u>100-5410-6021</u>	ANIMAL DISPOSAL	EUTHANIZED DOGS			132.00	
<u>193434</u>	Invoice	02/22/2018	DOG EXAM	0.00	42.00	
<u>100-5410-6013</u>	ANIMAL COSTS	DOG EXAM			42.00	
STA04	STATE FOODS SUPERMARKET	02/22/2018	Regular	0.00	82.06	48548
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1/19/18</u>	Invoice	02/22/2018	SENIOR MEAL SUPPLIES	0.00	15.67	
<u>100-5615-6504</u>	FOOD SERVICES	SENIOR MEAL SUPPLIES			15.67	
<u>1/26/18</u>	Invoice	02/22/2018	SENIOR MEAL SUPPLIES	0.00	28.57	
<u>100-5615-6504</u>	FOOD SERVICES	SENIOR MEAL SUPPLIES			28.57	
<u>11/20/17</u>	Invoice	02/22/2018	SENIOR MEAL SUPPLIES	0.00	8.07	
<u>100-5615-6504</u>	FOOD SERVICES	SENIOR MEAL SUPPLIES			8.07	
<u>11/29/17</u>	Invoice	02/22/2018	SENIOR MEAL SUPPLIES	0.00	10.68	
<u>100-5615-6504</u>	FOOD SERVICES	SENIOR MEAL SUPPLIES			10.68	
<u>2/2/18</u>	Invoice	02/22/2018	ADMIN SUPPLIES	0.00	19.07	
<u>100-5200-6503</u>	TRAVEL, MEETINGS & TR	ADMIN SUPPLIES			19.07	
SUP01	SUPPLYWORKS	02/22/2018	Regular	0.00	972.56	48549
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>428906804</u>	Invoice	02/22/2018	PRESCHOOL KITCHEN SUPPLIES	0.00	74.29	
<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL KITCHEN SUPPLIES			74.29	
<u>428929939</u>	Invoice	02/22/2018	PRESCHOOL KITCHEN SUPPLIES	0.00	898.27	
<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL KITCHEN SUPPLIES			898.27	
T&J00	T & J ARCO STATION	02/22/2018	Regular	0.00	226.50	48550
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1019864</u>	Invoice	02/22/2018	GAS-RECREATION	0.00	57.00	
<u>100-5620-6011</u>	FUEL - REC.	GAS-RECREATION			57.00	
<u>JAN 2018</u>	Invoice	02/22/2018	PD FUEL 1-18	0.00	169.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-5400-6011</u>	FUEL	PD FUEL 1-18		169.50	
TYL00	TYLER TECHNOLOGIES, INC.	02/22/2018	Regular	0.00	96.00	48551
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Item Description		Distribution Amount	
<u>025-215469</u>	Invoice	02/22/2018	UB ONLINE SVCS 3-18	0.00	96.00	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		32.00	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/		32.00	
	<u>402-5300-6520</u>		PROFESSIONAL SERVICES		32.00	
UNI05	UNITY IT	02/22/2018	Regular	0.00	1,857.64	48552
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Item Description		Distribution Amount	
<u>22702</u>	Invoice	02/22/2018	SONIC WALL AGREEMENT	0.00	71.26	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		71.26	
<u>MSP-22671</u>	Invoice	02/22/2018	IT BILLING SVCS 1-18	0.00	1,786.38	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		137.42	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		137.42	
	<u>100-5615-6520</u>		PROFESSIONAL SERVICES/		137.42	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		137.42	
	<u>200-5600-6520</u>		PROFESSIONAL SERVICES/		137.42	
	<u>203-5600-6520</u>		PROFESSIONAL SERVICES/		137.41	
	<u>206-5600-6520</u>		PROFESSIONAL SERVICES/		137.41	
	<u>269-6303-6520</u>		PROFESSIONAL SERVICES/		137.41	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		137.41	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/		137.41	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/		137.41	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		137.41	
	<u>602-8100-6520</u>		PROFESSIONAL SERVICES/		137.41	
USM01	U-SAVE MARKET	02/22/2018	Regular	0.00	296.76	48553
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Item Description		Distribution Amount	
<u>02/21/18</u>	Invoice	02/22/2018	PRESCHOOL MEAL SUPPLIES	0.00	10.74	
	<u>269-6303-6504</u>		FOOD SERVICES		10.74	
<u>2/20/18</u>	Invoice	02/22/2018	PRESCHOOL MEAL SUPPLIES	0.00	111.64	
	<u>269-6303-6504</u>		FOOD SERVICES		111.64	
<u>2/21/18</u>	Invoice	02/22/2018	PRESCHOOL MEAL SUPPLIES	0.00	26.28	
	<u>269-6303-6504</u>		FOOD SERVICES		26.28	
<u>2/21/2018</u>	Invoice	02/22/2018	PRESCHOOL MEAL SUPPLIES	0.00	148.10	
	<u>269-6303-6504</u>		FOOD SERVICES		148.10	
GON07	WALLY GONZALES	02/22/2018	Regular	0.00	69.02	48554
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Item Description		Distribution Amount	
<u>2/12-2/15/18</u>	Invoice	02/22/2018	MILEAGE REIMBURSEMENT	0.00	36.38	
	<u>100-5700-6011</u>		FUEL		36.38	
<u>2/5-2/8/18</u>	Invoice	02/22/2018	MILEAGE REIMBURSEMENT	0.00	32.64	
	<u>100-5700-6011</u>		FUEL		32.64	
ADP00	ADP, INC.	02/28/2018	Regular	0.00	468.56	48555

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>509814125</u>	Invoice	02/27/2018	PAYROLL PROCESS 2-16	0.00	468.56	
	<u>100-5100-6520</u>		PROFESSIONAL SERVICES/		42.60	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		7.10	
	<u>100-5300-6520</u>		PROFESSIONAL SERVICES/		7.10	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/		120.69	
	<u>100-5410-6520</u>		PROFESSIONAL SERVICES/		7.10	
	<u>100-5610-6520</u>		PROFESSIONAL SERVICES/		7.10	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/		14.20	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/		14.20	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		14.20	
	<u>203-5600-6520</u>		PROFESSIONAL SERVICES/		7.10	
	<u>206-5600-6520</u>		PROFESSIONAL SERVICES/		7.10	
	<u>213-5600-6520</u>		PROFESSIONAL SERVICES/		7.10	
	<u>269-6303-6520</u>		PROFESSIONAL SERVICES/		113.57	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		21.30	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/		21.30	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/		14.20	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		21.30	
	<u>402-5300-6520</u>		PROFESSIONAL SERVICES		14.20	
	<u>602-8100-6520</u>		PROFESSIONAL SERVICES/		7.10	
	Void	02/28/2018	Regular	0.00	0.00	48556
AT&O9	AT&T	02/28/2018	Regular	0.00	19.20	48557
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>000010938742</u>	Invoice	02/28/2018	WELL 2A SVCS 2/13-3/12	0.00	19.20	
	<u>400-5600-6510</u>		TELEPHONE/DATA/PAGER		19.20	
AUTO1	AUTO ZONE	02/28/2018	Regular	0.00	191.14	48558
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3758517449</u>	Invoice	02/28/2018	UNIT #118 MAINTENANCE	0.00	19.22	
	<u>401-5600-6002</u>		PARTS SUPPLIES		19.22	
<u>3758517459</u>	Credit Memo	02/28/2018	UNIT #118 MAINTENANCE	0.00	-8.24	
	<u>401-5600-6002</u>		PARTS SUPPLIES		-8.24	
<u>3758517460</u>	Invoice	02/28/2018	UNIT #118 MAINTENANCE	0.00	7.72	
	<u>401-5600-6002</u>		PARTS SUPPLIES		7.72	
<u>3758521811</u>	Invoice	02/28/2018	UNIT #514 MAINTENANCE	0.00	70.18	
	<u>400-5600-6532</u>		VEHICLE MAINTENANCE		70.18	
<u>3758521812</u>	Invoice	02/28/2018	PW SHOP SUPPLIES	0.00	57.92	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		57.92	
<u>3758526597</u>	Invoice	02/28/2018	COMM. CTR EQUIPMENT	0.00	8.40	
	<u>100-5617-6002</u>		PARTS SUPPLIES		8.40	
<u>3758526600</u>	Invoice	02/28/2018	UNIT #514 MAINTENANCE	0.00	35.94	
	<u>400-5600-6532</u>		VEHICLE MAINTENANCE		35.94	
CEN19	CENTRAL SANITARY SUPPLY	02/28/2018	Regular	0.00	72.80	48559
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>861672</u>	Invoice	02/28/2018	PW SHOP SUPPLIES	0.00	72.80	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		72.80	
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	02/28/2018	Regular	0.00	81.65	48560

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>51663</u>	Invoice	02/28/2018	CITY HALL SUPPLIES	0.00	81.65	
	<u>100-5200-6002</u>		PARTS SUPPLIES		81.65	
CLA05	CLARK PEST CONTROL	02/28/2018	Regular	0.00	45.00	48561
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>85808-2-18</u>	Invoice	02/28/2018	PD SVCS 2-18	0.00	45.00	
	<u>100-5410-6520</u>		PROFESSIONAL SERVICES/		45.00	
			PD SVCS 2-18			
DIA11	DIAMOND COMMUNICATIONS	02/28/2018	Regular	0.00	1,300.00	48562
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>214384</u>	Invoice	02/28/2018	CITY HALL ALARM 3-18	0.00	240.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		34.28	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/		34.28	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/		34.29	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		34.29	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		34.28	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/		34.29	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		34.29	
<u>214385</u>	Invoice	02/28/2018	741 TULARE ALARM 3-18	0.00	80.00	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/		80.00	
<u>214386</u>	Invoice	02/28/2018	690 NEWMARK ALARM 3-18	0.00	170.00	
	<u>100-5615-6520</u>		PROFESSIONAL SERVICES/		170.00	
<u>214387</u>	Invoice	02/28/2018	580 TULARE ALARM 3-18	0.00	160.00	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/		160.00	
<u>214388</u>	Invoice	02/28/2018	8000 MENDOCINO ALARM 3-18	0.00	365.00	
	<u>269-6303-6520</u>		PROFESSIONAL SERVICES/		365.00	
<u>214389</u>	Invoice	02/28/2018	745 TULARE ST ALARM 3-18	0.00	170.00	
	<u>100-5618-6520</u>		PROFESSIONAL SERVICES		170.00	
<u>214390</u>	Invoice	02/28/2018	POOL ALARM 3-18	0.00	80.00	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		80.00	
<u>214391</u>	Invoice	02/28/2018	POOL EQUIP. ALARM 3-18	0.00	35.00	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		35.00	
FRE00	FRESNO OXYGEN	02/28/2018	Regular	0.00	28.29	48563
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>62129023</u>	Invoice	02/28/2018	WATER METER SUPPLIES	0.00	28.29	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		28.29	
G&K00	G&K SERVICES INC.	02/28/2018	Regular	0.00	123.95	48564
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>6258482368</u>	Invoice	02/28/2018	WEEKLEY ROUTINE SERVICES	0.00	123.95	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/		23.39	
	<u>100-5615-6520</u>		PROFESSIONAL SERVICES/		4.33	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/		16.42	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/		11.54	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/		34.14	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		34.13	
GAR28	GARCIA, HERLINDA	02/28/2018	Regular	0.00	200.00	48565

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2/14/18</u>	Invoice	02/28/2018	HALL RENTAL DEPOSIT	0.00	200.00	
<u>100-23101</u>			COMMUNITY CENTER RE		200.00	
GIB01	GIBBS INTERNATIONAL	02/28/2018	Regular	0.00	4,274.18	48566
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>204784</u>	Invoice	02/28/2018	UNIT # 526 MAINTENANCE	0.00	4,274.18	
<u>400-5600-6532</u>			VEHICLE MAINTENANCE		4,274.18	
GRA04	GRAINGER, INC.	02/28/2018	Regular	0.00	3,284.40	48567
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>9691329693</u>	Invoice	02/28/2018	ZEDIKER LIFT STATION	0.00	126.74	
<u>401-5600-6002</u>			PARTS SUPPLIES		126.74	
<u>9695713793</u>	Invoice	02/28/2018	ZEDIKER LIFT STATION	0.00	3,157.66	
<u>401-5600-6004</u>			TOOLS & MINOR EQUIPM		3,157.66	
MID03	MID VALLEY DISPOSAL LLC	02/28/2018	Regular	0.00	71,212.69	48568
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>NOV 2017</u>	Invoice	02/28/2018	DISPOSAL SVCS NOV 2017	0.00	71,212.69	
<u>100-5000-41119</u>			GARBAGE FRANCHISE		-5,690.71	
<u>100-5000-41119</u>			GARBAGE FRANCHISE		-286.97	
<u>402-5300-6514</u>			GARBAGE SERVICES		81,295.92	
<u>402-7100-41119</u>			GARBAGE SURCHARGE FE		-2,438.88	
<u>402-7100-45406</u>			ADMINISTRATIVE FEES		-1,666.67	
NEW02	NEW YORK LIFE INSURANCE	02/28/2018	Regular	0.00	497.80	48569
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>021927560-2-18</u>	Invoice	02/27/2018	LIFE INSURANCE 2-18	0.00	497.80	
<u>100-22109</u>			NEW YORK LIFE INSURAN		497.80	
OFF01	OFFICE DEPOT	02/28/2018	Regular	0.00	315.68	48570
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>108391755001</u>	Invoice	02/28/2018	FINANCE- OFFICE SUPPLIES	0.00	315.68	
<u>400-5300-6000</u>			OFFICE SUPPLIES - FIN		157.84	
<u>402-5300-6000</u>			OFFICE SUPPLIES		157.84	
OVE01	OVERHEAD TECHNOLOGY, INC.	02/28/2018	Regular	0.00	410.18	48571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>703872</u>	Invoice	02/28/2018	ANNUAL SVCS FEES 2018	0.00	410.18	
<u>401-5600-6520</u>			PROFESSIONAL SERVICES		410.18	
P.G01	PACIFIC GAS & ELECTRIC	02/28/2018	Regular	0.00	377.57	48572
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>16206-2-18</u>	Invoice	02/28/2018	741 TULARE ST P.W.	0.00	74.13	
<u>100-5620-6512</u>			ELECTRICITY		74.13	
<u>31793-2-18</u>	Invoice	02/28/2018	8495 BELLA VISTA AVE	0.00	9.86	
<u>200-5600-6512</u>			ELECTRICITY		9.86	
<u>51134-2-18</u>	Invoice	02/28/2018	8638 MADSEN AVE	0.00	41.94	
<u>200-5600-6512</u>			ELECTRICITY		41.94	
<u>65206-2-18</u>	Invoice	02/28/2018	741 TULARE ST	0.00	48.62	
<u>100-5620-6512</u>			ELECTRICITY		48.62	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>80272-2-18</u>	Invoice	02/28/2018	745 TULARE ST	0.00	145.50	
	<u>100-5618-6512</u>		ELECTRICITY		145.50	
<u>96580-2-18</u>	Invoice	02/28/2018	558 J ST	0.00	57.52	
	<u>200-5600-6512</u>		ELECTRICITY		57.52	
PIO01	PIONEER EQUIPMENT CO.	02/28/2018	Regular	0.00	559.73	48573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>AP49613</u>	Invoice	02/28/2018	UNIT #129 REPAIRS	0.00	559.73	
	<u>401-5600-6002</u>		PARTS SUPPLIES		559.73	
RIP01	REEDLEY IRRIGATION & SUPP	02/28/2018	Regular	0.00	33.69	48574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RIS-POS02-3115</u>	Invoice	02/28/2018	LANDSCAPE SUPPLIES	0.00	33.69	
	<u>213-5600-6002</u>		PARTS SUPPLIES		33.69	
DAV00	RICK DAVILA	02/28/2018	Regular	0.00	200.00	48575
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1/18/18</u>	Invoice	02/28/2018	COMM. CTR DEPOSIT REFUND	0.00	200.00	
	<u>100-23101</u>		COMMUNITY CENTER RE		200.00	
SEL01	SELECT BUSINESS SYSTEMS INC.	02/28/2018	Regular	0.00	2,072.88	48576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>259401</u>	Invoice	02/28/2018	FINANCE TONER	0.00	10.00	
	<u>400-5300-6000</u>		OFFICE SUPPLIES - FIN		10.00	
<u>260018</u>	Invoice	02/28/2018	PD TONER FEE	0.00	10.00	
	<u>100-5400-6542</u>		CONTRACT SERVICES		10.00	
<u>260133</u>	Invoice	02/28/2018	FINANCE TONER	0.00	10.00	
	<u>400-5300-6000</u>		OFFICE SUPPLIES - FIN		10.00	
<u>260449</u>	Invoice	02/28/2018	SHARP COPY MACHINES 1-18	0.00	2,042.88	
	<u>100-5100-6541</u>		LEASE CONTRACTS		185.71	
	<u>100-5200-6542</u>		CONTRACT SERVICES		185.71	
	<u>100-5400-6541</u>		LEASE CONTRACTS		185.72	
	<u>100-5600-6520</u>		PROFESSIONAL SERVICES/		185.71	
	<u>100-5700-6542</u>		CONTRACT SERVICES		185.71	
	<u>269-6303-6520</u>		PROFESSIONAL SERVICES/		185.72	
	<u>368-5700-6520</u>		PROFESSIONAL SERVICES/		185.72	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/		185.72	
	<u>400-5600-6542</u>		CONTRACT SERVICES		185.72	
	<u>401-5300-6542</u>		CONTRACT SERVICES		185.72	
	<u>576-5700-6520</u>		PROFESSIONAL SERVICES/		185.72	
SOC00	SOCIAL VOCATIONAL SERVICES	02/28/2018	Regular	0.00	2,900.00	48577
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>36A1813-IN</u>	Invoice	02/28/2018	LANDSCAPE SVCS 1-18	0.00	2,900.00	
	<u>100-5600-6520</u>		PROFESSIONAL SERVICES/		580.00	
	<u>100-5610-6520</u>		PROFESSIONAL SERVICES/		580.00	
	<u>204-5600-6520</u>		PROFESSIONAL SERVICES/		580.00	
	<u>213-5600-6520</u>		PROFESSIONAL SERVICES/		1,160.00	
STA1B	STANDARD INSURANCE CO.	02/28/2018	Regular	0.00	1,788.67	48578

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>640476-3-18</u>	Invoice	02/27/2018	SURVIVOR LIFE 3-18	0.00	1,788.67	
	<u>100-5200-5011</u>		INSURANCE-MED,DEN,VIS		35.96	
	<u>100-5300-5011</u>		INSURANCE-MED,DEN,VIS		13.38	
	<u>100-5400-5011</u>		INSURANCE-MED,DEN,VIS		611.10	
	<u>100-5410-5011</u>		INSURANCE-MED, DEN, V		27.28	
	<u>100-5610-5011</u>		INSURANCE-MED,DEN,VIS		17.95	
	<u>100-5617-5011</u>		INSURANCE-MED,DEN,VIS		13.74	
	<u>100-5620-5011</u>		INSURANCE-MED-DEN,VI		13.79	
	<u>160-5400-5011</u>		INSURANCE-MED,DEN,VIS		31.64	
	<u>203-5600-5011</u>		INSURANCE-MED,DEN,VIS		24.73	
	<u>206-5600-5011</u>		INSURANCE-MED,DEN,VIS		24.73	
	<u>213-5600-5011</u>		INSURANCE-MED,DEN,VIS		13.99	
	<u>269-6303-5011</u>		INSURANCE-MED,DEN,VIS		416.62	
	<u>400-5200-5011</u>		INSURANCE MED, DEN, VI		43.11	
	<u>400-5300-5011</u>		INSURANCE- MED, DEN. V		61.67	
	<u>400-5600-5011</u>		INSURANCE- MED, DEN, V		119.33	
	<u>401-5200-5011</u>		INSURANCE-MED,DEN,VIS		43.11	
	<u>401-5300-5011</u>		INSURANCE-MED,DEN,VIS		61.66	
	<u>401-5600-5011</u>		INSURANCE-MED,DEN,VIS		106.11	
	<u>402-5300-5011</u>		INSURANCE-MED, DEN,VI		28.86	
	<u>602-8100-5011</u>		INSURANCE-MED,DEN,VIS		79.91	
	Void	02/28/2018	Regular	0.00	0.00	48579
THE05	THE OFFICE CITY	02/28/2018	Regular	0.00	35.62	48580
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>IN-1485217</u>	Invoice	02/28/2018	PD RCPT BOOK	0.00	35.62	
	<u>100-5400-6000</u>		OFFICE SUPPLIES		35.62	
VUL00	VULCAN MATERIALS CO.	02/28/2018	Regular	0.00	873.78	48581
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>71723857</u>	Invoice	02/28/2018	WWTP SUPPLIES	0.00	369.32	
	<u>401-5600-6004</u>		TOOLS & MINOR EQUIPM		369.32	
<u>71728142</u>	Invoice	02/28/2018	WWTP SUPPLIES	0.00	504.46	
	<u>401-5600-6004</u>		TOOLS & MINOR EQUIPM		504.46	
WIL06	WILLDAN ENGINEERING	02/28/2018	Regular	0.00	4,455.00	48582
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>00325465</u>	Invoice	02/28/2018	TENANT IMPROVEMENTS 12-17	0.00	3,795.00	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		3,795.00	
<u>00325669</u>	Invoice	02/28/2018	HOUSING AUTHORITY	0.00	660.00	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/		660.00	
YAM01	YAMABE & HORN ENGINEERING INC.	02/28/2018	Regular	0.00	39,305.00	48583
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>39290</u>	Invoice	02/28/2018	2015-16 PW ACCOUNT	0.00	1,507.50	
	<u>100-5600-6519</u>		ENGINEERING FEES		1,507.50	
<u>39292</u>	Invoice	02/28/2018	2015-16 GENERAL WATER ACC	0.00	240.00	
	<u>400-5600-6519</u>		ENGINEERING FEES		240.00	
<u>39293</u>	Invoice	02/28/2018	2015-16 GENERAL SEWER ACC	0.00	2,355.00	
	<u>401-5600-6519</u>		ENGINEERING FEES		2,355.00	
<u>39294</u>	Invoice	02/28/2018	2015-16 GENERAL STREET ACC	0.00	60.00	
	<u>200-5600-6519</u>		ENGINEERING FEES		60.00	
<u>39296</u>	Invoice	02/28/2018	MANNING AVE SRTS-ATP	0.00	7,410.00	

Check Report

Date Range: 02/16/2018 - 02/28/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>223-5600-7023</u>	MANNING CURB, GUTTER	MANNING AVE SRTS-ATP		7,410.00	
<u>39297</u>	Invoice	02/28/2018	MANNING AVE WESTBOUND	0.00	3,521.25	
	<u>218-5600-7001</u>	CAPITAL PROJECT	MANNING AVE WESTBOUND		3,521.25	
<u>39298</u>	Invoice	02/28/2018	MANNING-ZEDIKER INTER.	0.00	8,301.25	
	<u>219-5600-7021</u>	MANNING AVE/ZEDIKER	MANNING-ZEDIKER INTER.		8,301.25	
<u>39299</u>	Invoice	02/28/2018	MENDOCINO WIDENING	0.00	1,413.75	
	<u>222-5600-7022</u>	MENDOCINO WIDENING	MENDOCINO WIDENING		1,413.75	
<u>39301</u>	Invoice	02/28/2018	SWRCB WWTP GRANT	0.00	7,800.00	
	<u>309-5600-6519</u>	ENGINEERING FEES	SWRCB WWTP GRANT		7,800.00	
<u>39303</u>	Invoice	02/28/2018	CMAQ ALLEY IMPROVEMENT	0.00	2,533.75	
	<u>204-5600-7019</u>	CMAQ ALLEY IMPROV PR	CMAQ ALLEY IMPROVEMENT		2,533.75	
<u>39305</u>	Invoice	02/28/2018	2017 ENCROACHMENT PERMITS	0.00	255.00	
	<u>100-5600-6519</u>	ENGINEERING FEES	2017 ENCROACHMENT PERMITS		255.00	
<u>39306</u>	Invoice	02/28/2018	MANNING-ZEDIKER INTER	0.00	37.50	
	<u>204-5600-6519</u>	MANNING & ZEDIKER 17-	MANNING-ZEDIKER INTER		37.50	
<u>39307</u>	Invoice	02/28/2018	MANNING AVE ATP CYCLE 2	0.00	3,350.00	
	<u>224-5600-7025</u>	MANNING AVE ATP CYCLE	MANNING AVE ATP CYCLE 2		3,350.00	
<u>39309</u>	Invoice	02/28/2018	JPA TECHNICAL ADVISORY	0.00	160.00	
	<u>400-5600-6519</u>	ENGINEERING FEES	JPA TECHNICAL ADVISORY		160.00	
<u>39311</u>	Invoice	02/28/2018	2018 ENCROACHMENT PERMITS	0.00	360.00	
	<u>100-5600-6519</u>	ENGINEERING FEES	2018 ENCROACHMENT PERMITS		360.00	
HIG01	HIGHLANDS DIVERSIFIED INC.	02/28/2018	Regular	0.00	6,066.52	48584
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Item Description	Distribution Amount		
<u>811001-07316</u>	Invoice	02/28/2018	REMODEL 13622 E. ANN #4	0.00	6,066.52	
	<u>255-5700-8100</u>	HOMEOWNER ASST	000		6,066.52	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	190	73	0.00	450,967.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	190	81	0.00	450,967.06

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	190	73	0.00	450,967.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	190	81	0.00	450,967.06

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	2/2018	450,967.06
			450,967.06



CITY OF PARLIER

Check Report

By Check Number

Date Range: 02/16/2018 - 02/28/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
PER01	CALPERS	02/22/2018	Bank Draft	0.00	3,276.05	DFT0000112
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>15185317</u>	Invoice	02/22/2018	UA LIABILITY 2-18	0.00	3,276.05	
	<u>100-5200-5010</u>		PERS-PENSION		258.27	
	<u>100-5610-5010</u>		PERS-PENSION		66.26	
	<u>203-5600-5010</u>		PERS-PENSION		80.61	
	<u>206-5600-5010</u>		PERS-PENSION		80.61	
	<u>213-5600-5010</u>		PERS-PENSION		66.26	
	<u>269-6303-5010</u>		PERS-PENSION		519.74	
	<u>400-5200-5010</u>		PERS PENSION		319.70	
	<u>400-5300-5010</u>		PERS PENSION		282.82	
	<u>400-5600-5010</u>		PERS PENSION		285.68	
	<u>401-5200-5010</u>		PERS PENSION		319.70	
	<u>401-5300-5010</u>		PERS PENSION		282.82	
	<u>401-5600-5010</u>		PERS PENSION		178.48	
	<u>402-5300-5010</u>		PERS PENSION		141.41	
	<u>602-8100-5010</u>		PERS-PENSION		393.69	
PER01	CALPERS	02/28/2018	Bank Draft	0.00	13,196.74	DFT0000113

Check Report

Date Range: 02/16/2018 - 02/28/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2/03-2/16/18</u>	Invoice	02/28/2018	PERS CONTRIBUTIONS	0.00	13,196.74	
	<u>100-22104</u>	PERS PAYABLE	EMPLOYEES' PORTION		6,188.16	
	<u>100-5200-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		127.79	
	<u>100-5300-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		33.05	
	<u>100-5400-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		3,243.11	
	<u>100-5410-5010</u>	PERS- PENSION	PERS CONTRIBUTIONS		108.04	
	<u>100-5610-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		56.03	
	<u>100-5617-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		17.21	
	<u>100-5620-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		17.20	
	<u>100-5700-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		155.40	
	<u>160-5400-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		205.49	
	<u>203-5600-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		79.84	
	<u>206-5600-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		79.84	
	<u>213-5600-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		49.17	
	<u>269-6303-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		1,141.36	
	<u>400-5200-5010</u>	PERS PENSION	PERS CONTRIBUTIONS		223.63	
	<u>400-5300-5010</u>	PERS PENSION	PERS CONTRIBUTIONS		193.48	
	<u>400-5600-5010</u>	PERS PENSION	PERS CONTRIBUTIONS		351.64	
	<u>401-5200-5010</u>	PERS PENSION	PERS CONTRIBUTIONS		223.63	
	<u>401-5300-5010</u>	PERS PENSION	PERS CONTRIBUTIONS		193.48	
	<u>401-5600-5010</u>	PERS PENSION	PERS CONTRIBUTIONS		298.99	
	<u>402-5300-5010</u>	PERS PENSION	PERS CONTRIBUTIONS		91.23	
	<u>602-8100-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		55.08	
	<u>602-8100-5010</u>	PERS-PENSION	PERS CONTRIBUTIONS		63.89	

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	16,472.79
EFT's	0	0	0.00	0.00
	2	2	0.00	16,472.79

All Bank Codes Check 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	16,472.79
EFT's	0	0	0.00	0.00
	2	2	0.00	16,472.79

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	2/2018	16,472.79
			16,472.79



AGENDA ITEM:

#4

MEETING DATE: 3/1/2018

DEPARTMENT:

REPORT TO CITY COUNCIL

SUBJECT:

Industrial Disability Retirement

RECOMMENDATION:

Staff recommends the Parlier City Council approve the following Resolution:

1. **Resolution No. 2018-08** - A Resolution of the City Council of the City of Parlier Concerning the Industrial Retirement of Police Officer David Andrew Hall.

BACKGROUND:

PERS (Public Employee's Retirement System) allows a public safety employee of the City of Parlier may be retired with a disability pension when he or she is found substantially incapacitated from the performance of his or her usual duties. When an application has been made by a public safety employee, the City reviews the medical evidence and hears the recommendations of staff. Here, an application has been made by David Andrew Hall.

The injury or illness must be a result of or arise out of the course of employment with the City. In the case before you regarding Mr. Hall, all of these conditions, from staff's review and the City's requested fitness for duty physician which upheld the incapacity determination, have been met. Therefore, recommendation of approving the resolution is requested.

Attached: Resolution No. 2018-08



The Best in *Family Fun!* Ph. (916) 381-4612 • Fax (916) 332-1798 PO Box 41899 • Sacramento, CA 95841 • www.californiacarnival.com
CARNIVAL CONTRACT

This Contract made and entered into this 9th day of February 2018, by and between Capitol City Amusements, Inc., a California Corporation, DBA; California Carnival Company, hereinafter called "CARNIVAL" and the City of Parlier, California, ~~DBA; Round-Up Festival~~, hereinafter called "SPONSOR."

In consideration of the covenants and considerations contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **TERM.** SPONSOR shall sponsor CARNIVAL in an exhibition of those rides, game and food concessions listed in item 4 of this contract for a period of one year with single year options for two additional years. (beginning in 2019), each year consisting of four days beginning Thursday April 26, 2018 through and including Sunday, April 29, 2018. The lot dates will be Monday, April 23, 2018 through and including Monday, April 30, 2018. Similar lot and festival dates will be in April each year, for each 2019 and 2020 individual contract option years.

2. **LOCATION.** Pursuant to its sponsorship, SPONSOR has obtained and is giving written permission from the owners of the real property described below for CARNIVAL'S use of a suitable location and exhibition site for all activities commonly carried on by CARNIVAL. Such real property shall be properly zoned for CARNIVAL'S operations. If need be, SPONSOR shall arrange for free gate admission for all CARNIVAL employees. Said real property is described as Earl Ruth Park, 600 2nd Street Parlier, California 93648.

3. **EXPENSES.** SPONSOR shall obtain and pay for all permits, licenses, and other local amusement taxes, or use fees which CARNIVAL may be required to obtain or pay for, to carry on any and all of CARNIVAL'S operations in connection with the carnival. SPONSOR shall obtain and pay for trash removal (a 20-yard trash bin) to be delivered on Tuesday of the above-mentioned lot dates, restroom facilities, said restrooms (10 each) shall be delivered no later than 12:00 noon the first Monday of each of the above-mentioned lot dates in paragraph 1 above with additional cleanouts Wednesday, Friday, Saturday and Sunday. Trash and restrooms are to be picked up no earlier than Tuesday, the day after the last day of the same lot dates mentioned in item 1 above. CARNIVAL shall furnish the necessary electricity for the carnival. SPONSOR will furnish a drinkable water source for carnivals use.

4. **OPERATION.** CARNIVAL shall manage and operate approximately Sixteen to Twenty Amusement rides, Six to Twelve Game concessions and One to Three Food concessions at the above-named location. The above shall be in operation by 5:00 p.m. Thursday and Friday and Noon on Saturday and Sunday. One-site ticket sales and the cost therewith, shall be the responsibility of CARNIVAL. CARNIVAL shall have exclusive control of the management and operation of all rides, game, and food concessions owned by CARNIVAL. CARNIVAL shall provide SPONSOR with 1000 Advance Sale Discount Tickets to be sold by SPONSOR. Each Advance Sale Discount Ticket can be redeemed for 30 ride tickets or 1 unlimited ride wristband Thursday through Sunday only and sell for \$25.00 each.

5. **PAYMENT.** CARNIVAL shall pay SPONSOR Fifteen percent (15%) of the total onsite gross ride receipts from ticket sales up to Twenty Thousand Dollars (\$20,000.00) and Twenty Percent (20%) of the total onsite gross ride receipts from ticket sales over Twenty Thousand Dollars (\$20,000.00). Additionally, SPONSOR shall receive Twenty Five Percent (25%) of all Advance Sale Discount Tickets (ASDT) sold by SPONSOR. (ASDT) payment will be based upon returned unsold (ASDT), not on monies collected by SPONSOR. Remaining unsold (ASDT) must be returned to on-site CARNIVAL office no later than 4:00pm Thursday (opening day) or CARNIVAL will treat ASDT as sold out. Payment, along with a ticket report, shall be available to SPONSOR / CARNIVAL, one hour after the conclusion of the carnival exhibition.

6. **INSURANCE.** CARNIVAL shall maintain for the period specified in item 1 of this contract public liability, property damage, and workers' compensation insurance relating to the operation of said exhibition. Said public liability insurance shall have a \$5,000,000.00 combined single limit. All principals, agents, and employees of SPONSOR may be named as co-insured, and CARNIVAL shall provide certificates of insurance upon request.

7. **CLEAN-UP.** The responsibility of cleanup shall include a thorough cleanup of the carnival area on a regular basis, but in no event less than once every day at closing time by CARNIVAL.

8. **EXCLUSIVITY.** SPONSOR shall not book or sponsor, directly or indirectly, any other carnival, show, exhibition, amusement, midway, concession, or attraction of a similar nature to CARNIVAL'S operations at any time during the period beginning sixty days prior to the first day of the period specified in item 1 of this contract and ending thirty days after the last day of the same said period. SPONSOR shall also take all reasonable steps to prevent any other carnivals, shows, exhibits, amusements, concessions, midways, or attractions from exhibiting, playing or operating within a reasonable radius of the location specified in item 2 of this contract during the period set forth above in this paragraph.

9. **LIMITED LIABILITY.** SPONSOR shall not hold CARNIVAL liable for damages or responsible in any way if CARNIVAL is prevented from exhibiting, playing or operating any of said exhibitions by reason of but not limited to, acts of God, terrorism, riot, strike, fire, weather, illness, war, lockouts, energy shortages, labor shortages, or illegality.

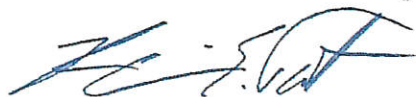
10. **ATTORNEY FEES.** In the event a legal action is instituted by reason of breach of this Carnival Contract, the party in whose favor final judgment is entered shall be entitled to recover from the other party reasonable attorney's fees as fixed by the court entering the final judgment.

11. **CANCELLATION.** CARNIVAL'S primary business is fairs. Due to the fluctuation in fair dates, CARNIVAL reserves the right to cancel this Carnival Contract by giving SPONSOR a written notice thirty (30) days prior to the date of this event.

This contract becomes null and void if one original, signed by all parties is not received at CARNIVAL'S facility no later than thirty (30) days from the date this contract was executed.

Executed in duplicate the day and year first herein above written, at Sacramento, California, by:

Capitol City Amusements, Inc.
DBA California Carnival Company



Kevin E. Tate, President
P.O. Box 41899
Sacramento, CA 95841
(916) 381-4612

City of Parlier
~~DBA Round Up Festival~~



Sam Escobar, City Manager
1100 E. Parlier Avenue
Parlier, CA 93648
(559) 646-0416



6

Dear Congressman:

As mayors and other elected officials, we must advocate not only for those who voted us in, but for our entire community and protect those whose voices are not being heard. Our communities are a microcosm for the district, state, and nation. There is a group of hardworking, upstanding people who pay local, state, and federal taxes. They pay into social security, but will not receive one penny from it. Undocumented Californians, whose tax contributions total \$154 million in the Central Valley, help pay for our schools, roads and public safety. (Institute on Taxation and Economic Policy April 2017 Report). These undocumented people are engrained in our economy and society and to lose them would have a devastating effect. Immigration reform must be passed this year to protect and give back to these valuable members of our communities.

The undocumented work in agriculture, construction, hospitality and service industries. They are of such importance that the leaders of these industries have called for some form of protection of these workers, the onus is now on our government officials to lead the way. The solution is not the use of I-9 audits which only harms families and America businesses. Only after we do something to protect these undocumented workers, who help make American industries prosper, can we then institute programs to curtail illegal immigration such as e-verify.

We understand immigration reform must also include border security. Our nation needs to be protected from outside threats, but also, we cannot have this discussion on immigration reoccurring every 25 years. Something must be done to ensure people follow the proper channels of entering the United States and stem the growing number of people who are overstaying their temporary visas.

We ask that the promise to protect Dreamers, undocumented individuals who were brought in as children, be followed through. They stepped out of the shadows and dared to pursue the American Dream when they were offered a chance for deferred action. They did what was asked of them: staying out of trouble and receiving an education and have excelled. Some joined the armed forces while others became doctors, lawyers, teachers, engineers, and almost every other occupation that makes up our communities. We cannot afford to lose them and 87% of Americans feel these children should stay. (January 13-16, 2018 CBS News poll). We plead that these children be given a pathway to permanent residency that may potentially led to citizenship.

We ask if you can meet with a small group of us so that you can better understand how towns, large and small, are affected by the inaction of immigration legislation.

Sincerely,

Alma M. Beltran
Mayor

Jose Escoto
Mayor Pro-tem

Diane Maldonado
Council member

Noe Rodriguez
Council member

Trinidad Pimentel
Council member

STAFF REPORT

#7

TO: PARLIER CITY COUNCIL

FROM: Samuel A. Escobar, City Manager

DATE: March 1, 2018

SUBJECT: Introduction and Waiver of First Reading of Ordinance No. 2018-02 Amending Title 3 of the Parlier Municipal code to Add Chapter 3.17 to Impose a Utility Users Tax Relating to Gas, Electricity, and Telecommunications Services

First Reading:

The Council will hear and consider public testimony, if any, regarding amending the Municipal code to add Chapter 3.17, which will impose a utility users tax relating to natural gas, electricity, and telecommunications services on all people in the City of Parlier.

Subject/Discussion:

This Ordinance amends Title 3 of the City's Municipal Code to add Chapter 3.17, which will impose a utility users tax relating to natural gas, electricity, and telecommunications services on all people in the City of Parlier. Only upon approval of the user utility tax by the voters at the June 5, 2018 Statewide Direct Primary Election, will this Ordinance go into effect. If approved by the voters, the tax will be imposed as follows: (1) every utility user in the City of Parlier using natural gas and/or electricity and/or telecommunication services will be taxed at up to the rate of four percent (4%) of the charges made for each such service/utility and the tax shall be collected from the service user by the service/utility supplier, or non-utility service supplier, or its billing agent. This Ordinance includes procedures for fair and broad-based application across all citizens who use such services instead of limiting the tax just to property owners.

The tax revenue generated by the utility users taxes set forth in the Ordinance will be used to supplement the general fund to assist with the funding of essential City services, such as fire protection services. This ordinance provides a fair appeals process in the event any citizen of Parlier feels they are being unjustly assessed with the tax. The utility user tax imposed by this ordinance is for an indefinite period of time and is estimated to raise approximately \$398,000.00 annually.

Recommendation:

Staff Recommends the City Council Introduce and Waive the First Reading of Ordinance No. 2018-02 Amending Title 3 of the Parlier Municipal code to Add Chapter 3.17 to Impose a Utility Users Tax Relating to Gas, Electricity, and Telecommunications Services.

Fiscal Impact:

The utility user tax imposed by this ordinance is estimated to raise approximately \$398,000.00 annually.

Alternatives:

None at this time.

Attachments:

1. Ordinance No. 2018-02
[00558641]

ORDINANCE NO. 2018-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARLIER AMENDING TITLE 3 OF THE PARLIER MUNICIPAL CODE TO ADD CHAPTER 3.17 TO IMPOSE A UTILITY USERS TAX RELATING TO GAS, ELECTRICITY, AND TELECOMMUNICATIONS SERVICES

The City Council of the City of Parlier ordains as follows:

SECTION 1. The City of Parlier Municipal Code is hereby amended to add Chapter 3.17 to read as follows:

Chapter 3.17 UTILITY USERS TAX

- 3.17.010 Short title
- 3.17.020 General tax
- 3.17.030 Definitions
- 3.17.040 Telecommunications users tax
- 3.17.050 Electricity users tax
- 3.17.060 Gas users tax
- 3.17.070 Collection of tax from service users receiving direct purchase of gas or electricity
- 3.17.080 Effect of commingling taxable items with non-taxable items
- 3.17.090 Constitutional and statutory exemptions
- 3.17.100 Accurate jurisdictional boundaries
- 3.17.110 Substantial nexus/minimum contacts
- 3.17.120 Temporary tax percentage reduction and reinstatement tax percentage without election
- 3.17.130 Duty to collect and remit – procedures
- 3.17.140 Filing return and payment
- 3.17.150 Collection penalties – service suppliers and self-collectors
- 3.17.160 Deficiency determination and assessment – tax application errors
- 3.17.170 Administrative remedy – nonpaying service users
- 3.17.180 Actions to collect
- 3.17.190 Additional powers and duties of the tax administrator
- 3.17.200 Records

- 3.17.210 Refunds
- 3.17.220 Appeals
- 3.17.230 Independent audit of tax collection, exemption, remittance and expenditure
- 3.17.240 No injunction/writ of mandate
- 3.17.250 Remedies cumulative
- 3.17.260 Notice of changes to ordinance
- 3.17.270 Severability
- 3.17.280 Penalties
- 3.17.290 Future amendment to cited statute
- 3.17.300 Effect of State and Federal reference – Authorization

3.17.010 Short title

This chapter shall be known as the “Utility Users Tax Ordinance.”

3.17.020 General tax

The taxes enacted by this Ordinance are general taxes as defined in Article XIIC of the California Constitution to create needed revenue to preserve the safety and quality of life of the City of Parlier. The tax revenue generated by the utility users taxes described in this ordinance will be used to supplement the general fund.

3.17.030 Definitions

Except where the context otherwise requires, the definitions given in this Section govern the construction of this Chapter:

- (a) “Ancillary communication services” means services that are associated with or incidental to the provision, use or enjoyment of telecommunications services, including but not limited to the following services:
 - (1) “Conference bridging service” means a service that links two or more participants of an audio or video conference call and may include the provision of a telephone number. Conference bridging service does not include the telecommunications services used to reach the conference bridge.
 - (2) “Detailed telecommunications billing service means a service of separately stating information pertaining to individual calls on a customer’s billing statement.

- (3) "Directory assistance" means a service of providing telephone number information, and/or address information.
- (4) "Vertical service" means a service that is offered in connection with one or more telecommunications services, which offers advanced calling features that allow customers to identify callers and to manage multiple calls and call connections, including conference bridging services.
- (5) "Voicemail service" means a service that enables the customer to store, send or receive recorded messages. Voicemail service does not include any vertical services that the customer may be required to have to utilize the voicemail service.
- (c) "Billing Address" means the mailing address of the service user where the service supplier submits invoices or bills for payment by the service user.
- (d) "City" means the City of Parlier.
- (e) "City Manager" means the City Manager of City, or his or her authorized representative.
- (f) "Communication Services" means: "telecommunication services," and "ancillary communication services."
- (g) "Gas" means natural or manufactured gas or any alternate hydrocarbon fuel, which may be substituted therefor.
- (h) "Month" means a calendar month.
- (i) "Municipal Organization" shall mean that statewide organization sanctioned by the League of California Cities, or created by statute or by voluntary action, whose purpose is to facilitate the development and dissemination of uniform rulings or interpretations regarding the application of utility users taxes to telecommunication services in the State of California.
- (j) "Non-Utility Service Supplier" means:
 - (1) a service supplier, other than a supplier of electric distribution services to all or a significant portion of the City, which generates electricity for sale to others, and shall include, but is not limited to, any publicly-owned electric utility, investor-owned utility, cogenerator, distributed generation provider, exempt wholesale generator (15 U.S.C. Section 79z-5a), municipal utility district, federal power marketing agency, electric rural cooperative, or other supplier or seller of electricity;
 - (2) an electric service provider ("ESP"), electricity broker, marketer, aggregator, pool operator, or other electricity supplier other than a supplier of electric distribution services to all or a significant portion of the City, which sells or supplies electricity or

supplemental services to electricity users within the City; and

- (3) a gas service supplier, aggregator, marketer or broker, other than a supplier of gas distribution services to all or a significant portion of the City, which sells or supplies gas or supplemental services to gas users within the City.
- (k) “Person” means, without limitation, any domestic, non-profit or foreign corporation; firm; association; syndicate; joint stock company; partnership of any kind; limited liability company; joint venture; club; trust; California business or common law trust; estate; society; cooperative; receiver, trustee, guardian or other representative appointed by order of any court; any natural individual; municipal district or municipal corporation, other than the City.
- (l) “Place of Primary Use” means the street address representative of where the customer’s use of the gas, electric and/or telecommunications service primarily occurs, which must be the residential street address or the primary business street address of the customer.
- (m) “Post-paid telecommunication service” means the telecommunication service obtained by making a payment on a communication-by-communication basis either through the use of a credit card or payment mechanism such as a bank card, travel card, credit card, or debit card, or by charge made to a service number which is not associated with the origination or termination of the telecommunication service.
- (n) “Prepaid telecommunication service” means the right to access telecommunication services, which must be paid for in advance and which enables the origination of telecommunications using an access number or authorization code, whether manually or electronically dialed, and that is sold in predetermined units or dollars of which the number declines with use in a known amount.
- (o) “Private telecommunication service” means a telecommunication service that entitles the customer to exclusive or priority use of a telecommunications channel or group of channels between or among termination points, regardless of the manner in which such channel or channels are connected, and includes switching capacity, extension lines, stations, and any other associated services that are provided in connection with the use of such channel or channels. A telecommunications channel is a physical or virtual path for telecommunications over which signals are transmitted between or among customer channel termination points (*i.e.*, the location where the customer either inputs or receives the telecommunications).
- (p) “Service Address” means the residential street address or the business street address of the service user. For a telecommunication service user, “service address” means either:
- (1) The location of the telecommunication equipment from which the communication originates or terminates, regardless of where the telecommunication service is billed or paid; or,

- (2) If the location in subsection (1) of this definition is unknown (*e.g.*, wireless telecommunications service or VoIP service), the service address means the location of the service user's place of primary use.
- (3) For prepaid telecommunication service, "service address" means the location associated with the service number.
- (q) "Service Supplier" means any person, including the City, who provides or sells telecommunication, electric, or gas service to a user of such services within the City. The term shall include any person required to collect, or self-collect under Section 3.17.060 of this Chapter, and remit a tax as imposed by this Chapter, including its billing agent in the case of electric, gas or telecommunications service suppliers.
- (r) "Service User" means a person required to pay a tax imposed by this Chapter.
- (s) "State" means the State of California.
- (t) "Tax Administrator" means the City Manager of the City of Parlier or his or her designee.
- (u) "Telecommunications services" means the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, using traditional "plain old telephone service ("POTS") or wireless telephone (cellular") service, including but not limited to, digital subscriber line ("DSL"), fiber optic, and/or coaxial cable. The term "telecommunications service" includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code or protocol of the content for purposes of transmission, conveyance or routing without regard to whether such service is referred to as "voice over internet protocol" (VoIP) services or is classified by the Federal Communications Commission as enhanced or value added, and includes video and/or data service that is functionally integrated with "telecommunication services." Telecommunications services include, but is not limited to the following services, regardless of the manner or basis on which such services are calculated or billed: ancillary communication services; intrastate, interstate and international telecommunication services; wireless telecommunications service; prepaid telecommunication service; post-paid telecommunication service; private telecommunication service; paging service; 800 service (or any other toll-free numbers designated by the Federal Communications Commission); 900 service (or any other similar numbers designated by the Federal Communications Commission for services whereby subscribers who call in to pre-recorded or live service); and value-added non-voice data service.
- (v) "Value-added non-voice data service" means a service that otherwise meets the definition of "telecommunications services" in which computer processing applications are used to act on the form, content, code, or protocol of the information or data primarily for a purpose other than transmission, conveyance or routing.

- (w) “Voice over Internet Protocol” or “VoIP” means a service that allows a customer to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. VoIP services include, but are not limited to, those that allow one customer to call other people who use the same service, and others that allow a customer to call anyone who has a telephone number, including local, long distance, mobile, and international numbers. VoIP services may work using a computer or a special VoIP phone, but may also work using a traditional phone connected to a VoIP adapter.
- (x) “Wireless Telecommunications Service” has the same meaning and usage as set forth in the Mobile Telecommunications Sourcing Act (4 U.S.C. Section 124) and the regulations thereunder.

3.17.040 Telecommunications Users Tax

- (a) There is hereby imposed a tax upon every person in the City using telecommunication services. The tax imposed by this section shall be at the rate of four percent (4%) of the charges made for such services and shall be collected from the service user by the telecommunication services supplier or its billing agent. There is a rebuttable presumption that telecommunication services, which are billed to a billing or service address in the City, are used, in whole or in part, within the City’s boundaries, and such services are subject to taxation under this Chapter. If the billing address of the service user is different from the service address, the service address of the service user shall be used for purposes of imposing the tax. As used in this Section, the term “charges” shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the telecommunication services.
- (b) “Wireless Telecommunications Service” shall be sourced in accordance with the sourcing rules set forth in the Mobile Telecommunications Sourcing Act (4 U.S.C. Section 124). The Tax Administrator may issue and disseminate to telecommunication service suppliers, which are subject to the tax collection requirements of this Chapter, sourcing rules for the taxation of other telecommunication services, including but not limited to post-paid telecommunication services, prepaid telecommunication services, and private telecommunication services, provided that such rules are based upon custom and common practice that further administrative efficiency and minimize multi-jurisdictional taxation.
- (c) The Tax Administrator may issue and disseminate to telecommunication service suppliers, which are subject to the tax collection requirements of this Chapter, an administrative ruling identifying those telecommunication services, or charges therefor, that are subject to the tax of subsection (a) above. This administrative ruling shall not impose a new tax, revise an existing tax methodology as stated in this Section, or increase an existing tax, but shall be deemed an administrative adjustment as provided by California Government Code Section 53750(h)(2)(A).

- (d) To facilitate the uniform interpretation and application of similar ordinance provisions in other local jurisdictions in the State, the Tax Administrator shall, prior to issuing and disseminating a sourcing rule or an administrative tax ruling, submit its proposed sourcing rule or administrative tax ruling to the Municipal Organization for review and comment, according to the rules and procedures of that organization, or its successor organization.
- (e) As used in this section, the term “telecommunication services” shall not include charges for services paid for by inserting coins in coin-operated telephones except that where such coin-operated telephone service is furnished for a guaranteed amount, the amounts paid under such guarantee plus any fixed monthly or other periodic charge shall be included in the base for computing the amount of tax due.
- (f) To prevent actual multi-jurisdictional taxation of telecommunication services subject to tax under this section, any service user, upon proof to the Tax Administrator that the service user has previously paid the same tax in another state or city on such telecommunication services, shall be allowed a credit against the tax imposed to the extent of the amount of such tax legally imposed in such other state or city; provided, however, the amount of credit shall not exceed the tax owed to the City under this section.
- (g) The tax on telecommunication services imposed by this section shall be collected from the service user by the service supplier. The amount of tax collected in one (1) month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth (20th) day of the following month.

3.17.050 Electricity Users Tax

- (a) There is hereby imposed a tax upon every person using electricity in the City. The tax imposed by this section shall be at the rate of four percent (4%) of the charges made for such electricity, and for any supplemental services or other associated activities directly related to and/or necessary for the provision of electricity to the service user, which are provided by a service supplier or non-utility service supplier to a service user. The tax shall be collected from the service user by the service supplier or non-utility service supplier, or its billing agent.
- (b) As used in this section, the term “charges” shall apply to all services, components and items that are: 1) necessary for or common to the receipt, use or enjoyment of electric service; or, 2) currently are or historically have been included in a single or bundled rate for electric service by a local distribution company to a class of retail customers. The term “charges” shall include, but is not limited to, the following charges:
 - (1) energy charges;
 - (2) distribution or transmission charges;
 - (3) metering charges;

- (4) stand-by, reserves, firming, ramping, voltage support, regulation, emergency, or other similar charges for supplemental services to self-generation service users;
 - (5) customer charges, late charges, service establishment or reestablishment charges, demand charges, fuel or other cost adjustments, power exchange charges, independent system operator ("ISO") charges, stranded investment or competitive transition charges ("CTC"), public purpose program charges, nuclear decommissioning charges, trust transfer amounts (bond financing charges), franchise fees, franchise surcharges, annual and monthly charges, and other charges, fees or surcharges which are necessary for or common to the receipt, use or enjoyment of electric service; and,
 - (6) charges, fees, or surcharges for electricity services or programs which are mandated by the California Public Utilities Commission or the Federal Energy Regulatory Commission, without regard for whether such charges, fees, or surcharges appear on a bundled or line item basis on the customer billing.
- (c) As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the electricity or services related to the provision of such electricity.
- (d) The Tax Administrator, from time to time, may survey the electric service suppliers to identify the various unbundled billing components of electric retail service that they commonly provide to residential and commercial/industrial customers in the City, and the charges therefor, including those items that are mandated by State or federal regulatory agencies as a condition of providing such electric service. The Tax Administrator, thereafter, may issue and disseminate to such electric service suppliers an administrative ruling identifying those components and items which are: 1) necessary for or common to the receipt, use or enjoyment of electric service; or, 2) currently are or historically have been included in a single or bundled rate for electric service by a local distribution company to a class of retail customers. Charges for such components and items shall be subject to the tax of subsection (a) above.
- (e) As used in this section, the term "using electricity" shall not include the mere receiving of such electricity by an electrical corporation or governmental agency at a point within the City for resale.
- (f) The tax on electricity provided by self-production or by a non-utility service supplier not under the jurisdiction of this Chapter shall be collected and remitted in the manner set forth in Section 3.17.070 of this Chapter. All other taxes on charges for electricity imposed by this section shall be collected from the service user by the electric service supplier or its billing agent.
- (g) The amount of tax collected in one (1) month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth (20th) day of the following month.

3.17.060 Gas Users Tax

- (a) There is hereby imposed a tax upon every person using gas in the City, which is transported and delivered through a pipeline distribution system. The tax imposed by this section shall be at the rate of four percent (4%) of the charges made for such gas, including all services related to the storage, transportation and delivery of such gas. The tax shall be collected from the service user by the service supplier or non-utility service supplier, or its billing agent.
- (b) As used in this section, the term “charges” shall apply to all services, components and items for gas service that are: 1) necessary for or common to the receipt, use or enjoyment of gas service; or, 2) currently are, or historically have been, included in a single or bundled rate for gas service by a local distribution company to a class of retail customers. The term “charges” shall include, but is not limited to, the following charges:
 - (1) the commodity charges for purchased gas, or the cost of gas owned by the service user (including the actual costs attributed to drilling, production, lifting, storage, gathering, trunkline, pipeline, and other operating costs associated with the production and delivery of such gas), which is delivered through a gas pipeline distribution system;
 - (2) gas transportation charges (including interstate charges to the extent not included in commodity charges);
 - (3) storage charges; provided, however, that the service supplier shall not be required to apply the tax to any charges for gas storage services when the service supplier cannot, as a practical matter, determine the jurisdiction where such stored gas is ultimately used; but it shall be the obligation of the service user to self-collect the amount of tax not applied to any charge for gas storage by the service supplier and to remit the tax to the appropriate jurisdiction;
 - (4) capacity or demand charges, late charges, service establishment or reestablishment charges, transition charges, customer charges, minimum charges, annual and monthly charges, and any other charges which are necessary for or common to the receipt, use or enjoyment of gas service; and,
 - (5) charges, fees, or surcharges for gas services or programs which are mandated by the California Public Utilities Commission or the Federal Energy Regulatory Commission, whether or not such charges, fees, or surcharges appear on a bundled or line item basis on the customer billing.
- (c) As used in this section, the term “charges” shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the gas or services related to the delivery of such gas.
- (d) The Tax Administrator, from time to time, may survey the gas service suppliers to identify the various unbundled billing components of gas retail service that they commonly provide to residential and commercial/industrial customers in the City, and the

charges therefor, including those items that are mandated by State or federal regulatory agencies as a condition of providing such gas service. The Tax Administrator, thereafter, may issue and disseminate to such gas service suppliers an administrative ruling identifying those components and items which are: 1) necessary for or common to the receipt, use or enjoyment of gas service; or, 2) currently are or historically have been included in a single or bundled rate for gas service by a local distribution company to a class of retail customers. Charges for such components and items shall be subject to the tax of subsection (a) above.

- (e) There shall be excluded from the calculation of the tax imposed in this section, charges made for gas which is to be resold and delivered through a pipeline distribution system.
- (f) The tax on gas provided by self-production or by a non-utility service supplier not under the jurisdiction of this Chapter shall be collected and remitted in the manner set forth in Section 3.17.070 of this Chapter. All other taxes on charges for gas imposed by this section shall be collected from the service user by the gas service supplier or its billing agent. The amount of tax collected in one (1) month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator, on or before the twentieth (20th) day of the following month.

3.17.070 Collection of Tax from Service Users Receiving Direct Purchase of Gas or Electricity

- (a) Any service user subject to the tax imposed by Section 3.17.050 or by Section 3.17.060 of this Chapter, which produces gas or electricity for self-use; which receives gas or electricity, including any related supplemental services, directly from a non-utility service supplier not under the jurisdiction of this Chapter; or which, for any other reason, is not having the full tax collected and remitted by its service supplier, a non-utility service supplier, or its billing agent on the use of gas or electricity in the City, including any related supplemental services, shall report said fact to the Tax Administrator and shall remit the tax due directly to the Tax Administrator within thirty (30) days of such use. In lieu of paying said actual tax, the service user may, at its option, remit to the Tax Administrator within thirty (30) days of such use an estimated amount of tax measured by the tax billed in the previous month, or upon the payment pattern of similar customers of the service supplier using similar amounts of gas or electricity, provided that the service user shall submit an adjusted payment or request for credit, as appropriate, within sixty (60) days following each calendar quarter. The credit, if approved by the Tax Administrator, may be applied against any subsequent tax bill that becomes due.
- (b) The Tax Administrator may require said service user to identify its non-utility service supplier and provide, subject to audit: invoices; books of account; or other satisfactory evidence documenting the quantity of gas or electricity used, including any related supplemental services, and the cost or price thereof. If the service user is unable to provide such satisfactory evidence, or if the administrative cost of calculating the tax in the opinion of the Tax Administrator is excessive, the Tax Administrator may determine the tax by applying the tax rate to the equivalent charges the service user would have

incurred if the gas or electricity used, including any related supplemental services, had been provided by the service supplier that is the primary supplier of gas or electricity within the City. The tax rate imposed by this section shall be at the rate of four percent (4%) of the charges made, including all services related to the storage, transportation and delivery of such gas or electricity.

3.17.080 Effect of Commingling Taxable Items with Non-Taxable Items

Except as otherwise provided by applicable federal or State law, if any nontaxable charges are combined with and not separately stated from taxable service charges on the customer bill or invoice of a service supplier, the combined charge is subject to tax unless the service supplier identifies, by reasonable and verifiable standards, the portions of the combined charge that are nontaxable and taxable through the service supplier's books and records kept in the regular course of business, and in accordance with generally accepted accounting principles. The service supplier has the burden of proving the proper apportionment of taxable and non-taxable charges.

3.17.090 Constitutional and Statutory Exemptions

- (a) Nothing in this Chapter shall be construed as imposing a tax upon:
 - (1) any person or service when imposition of such tax upon that person or service would be in violation of a federal or State statute, the Constitution of the United States or the Constitution of the State of California; or
 - (2) the City.
- (b) Any person who is exempt from the tax imposed by this Chapter pursuant to subsection (a) shall file an application with the Tax Administrator for an exemption; provided, however, this requirement shall not apply to a service user that is a State or federal agency or subdivision with a commonly recognized name. Said application shall be made upon a form approved by the Tax Administrator and shall state those facts, declared under penalty of perjury, which qualify the applicant for an exemption, and shall include the names of all utility service suppliers serving that service user. If deemed exempt by the Tax Administrator, such service user shall give the Tax Administrator timely written notice of any change in utility service suppliers so that the Tax Administrator can properly notify the new utility service supplier of the service user's tax exempt status. A service user that fails to comply with this Section shall not be entitled to a refund of utility users taxes collected and remitted to the Tax Administrator from such service user as a result of such non-compliance. Upon request of the Tax Administrator, a service supplier or non-utility service supplier, or its billing agent, shall provide a list of the names and addresses of those customers which, according to its billing records, are deemed exempt from the utility users tax.
- (c) The City Council may, by resolution, establish one or more classes of persons or one or more classes of utility service otherwise subject to payment of a tax imposed by this Chapter 3.17 and provide that such classes of persons or service shall be exempt, in

whole or in part from such tax for a specified period of time.

- (d) The decision of the Tax Administrator may be appealed pursuant to Section 3.17.220 of this Chapter. Filing an application with the Tax Administrator and appeal to the City Administrator pursuant to Section 3.17.220 of this Chapter is a prerequisite to a suit thereon.

3.17.100 Accurate jurisdictional boundaries

The City shall make available, upon request, an accurate description of its jurisdictional boundaries based on street addresses and/or ZIP Plus Four, in an electronic format. If a service supplier relies upon such information provided by City, it shall not be responsible for any errors in taxation that may result.

3.17.110 Substantial Nexus / Minimum Contacts

For purposes of imposing a tax or establishing a duty to collect and remit a tax under this Chapter, “substantial nexus” and “minimum contacts” shall be construed broadly in favor of the imposition, collection and/or remittance of the utility users tax to the fullest extent permitted by State and federal law, and as it may change from time to time by judicial interpretation or by statutory enactment. Any telecommunication service (including VoIP) used by a person with a service address in the City, which service is capable of terminating a call to another person on the general telephone network, shall be subject to a rebuttable presumption that “substantial nexus/minimum contacts” exists for purposes of imposing a tax, or establishing a duty to collect and remit a tax, under this Chapter.

3.17.120 Temporary Tax Percentage Reduction and Reinstatement of Tax Percentage without Election

The City Council may, by resolution and upon a majority vote of the Council, temporarily reduce the tax percentage in Sections 3.17.040 through 3.17.060 for a period of no more than twelve (12) months. The Tax Administrator shall implement the temporary tax reduction by giving sixty (60) days written notice to all affected service suppliers as required by Public Utilities Code Section 799. At the end of the twelve- (12-) month period, the original tax percentage shall be automatically reinstated without further notice or action by the City Council.

In a resolution granting a temporary tax rebate or tax reduction, the City Council shall make the following finding: The temporary tax reduction shall not adversely affect the City’s ability to meet its financial obligations as contemplated in its current or its proposed budget.

Nothing herein shall prohibit the City Council from adopting consecutive temporary tax percentage reductions, as provided herein.

As stated in Government Code Section 9611, the enactment of a temporary tax percentage reduction by the City Council shall not constitute a repeal of one or more of the original provisions of this Chapter. Upon the expiration of the time of the temporary tax percentage

reduction, the original provisions of this Chapter shall have the same force and effect as if the temporary tax percentage reduction had not been enacted. Nothing herein is intended to constitute a decrease in a tax, or an increase in a tax requiring election approval under California Constitution Article XIII C; and to the extent that any aspect of a temporary tax percentage reduction is found to invoke such a requirement, the entire temporary tax percentage reduction shall be deemed null and *void ab initio*, and there shall be no entitlement to such tax reduction for any service user.

3.17.130 Duty to Collect and Remit – Procedures

The duty of service suppliers to collect and remit the taxes imposed by the provisions of this Chapter shall be performed as follows:

- (a) The tax shall be collected insofar as practicable at the same time as, and along with, the charges made in accordance with the regular billing practice of the service supplier. Where the amount paid by a service user to a service supplier is less than the full amount of the charge and tax which was accrued for the billing period, a proportionate share of both the charge and the tax shall be deemed to have been paid. In those cases where a service user has notified the service supplier of refusal to pay the tax imposed on said charges, Section 3.17.170 shall apply.
- (b) The duty of a service supplier to collect the tax from a service user shall commence with the beginning of the first regular billing period applicable to the service user where all charges normally included in such regular billing are subject to the provisions of this Chapter. Where a person receives more than one billing, one or more being for different periods than another, the duty to collect shall arise separately for each billing period.

3.17.140 Filing return and payment

Each person required by this Chapter to remit a tax shall file a return with the Tax Administrator or his or her designated agent, on forms approved by the Tax Administrator on or before the due date. The full amount of the tax owed shall be included with the return and filed with the Tax Administrator or his or her designated agent. The Tax Administrator is authorized to require such additional information as he or she deems necessary to determine if the tax is being levied, collected and remitted in accordance with this Chapter. Returns are due immediately upon cessation of business for any reason. Pursuant to California Revenue and Tax Code Section 7284.6, the Tax Administrator, and its agents, shall maintain such filing returns as confidential information.

3.17.150 Collection Penalties - service suppliers or self-collectors

- (a) Taxes collected from a service user, or self-collected by a service user subject to Section 3.17.070 of this Chapter, are delinquent if not received by the Tax Administrator on or before the due date. Should the due date occur on a weekend or legal holiday, the return must be received by the Tax Administrator on or before the first regular working day following the weekend or legal holiday. A direct deposit, including electronic fund

transfers and other similar methods of electronically exchanging monies between financial accounts, made by a service supplier in satisfaction of its obligations under this subsection shall be considered timely if the transfer is initiated on or before the due date, and the transfer settles into the City's account on or before the following business day.

- (b) If a service supplier, or a service user subject to Section 3.17.070 of this Chapter, fails to remit any tax collected, on or before the due date, said person shall pay a penalty for such delinquencies at the rate of fifteen percent (15%) of the total tax that is delinquent in the remittance, and shall pay interest at the rate of three-quarters of one percent (.75%) per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent, until paid.
- (c) The Tax Administrator shall have the power to impose additional penalties upon persons required to collect and/or remit taxes pursuant to the provisions of this Chapter for fraud or gross negligence in reporting or remitting at the rate of fifteen percent (15%) of the amount of the tax collected and/or required to be remitted, or as recomputed by the Tax Administrator.
- (d) For collection purposes only, every penalty imposed and such interest that is accrued under the provisions of this section shall become a part of the tax herein required to be paid.
- (e) Notwithstanding the foregoing, the Tax Administrator may, in his or her discretion, modify the due dates and/or penalty and interest provisions of this Chapter to be consistent with any uniform standards or procedures that are mutually agreed upon by UUT public agencies, or otherwise legally established, to create a UUT central payment location or mechanism.

3.17.160 Deficiency Determination and Assessment – tax application errors

- (a) The Tax Administrator shall make a deficiency determination if he or she determines that any person required to collect or self-collect taxes pursuant to the provisions of this Chapter has failed to collect and remit the proper amount of tax by improperly or failing to apply the tax to one or more taxable services or charges.
- (b) The Tax Administrator shall mail a notice of such deficiency determination to the person required to pay or remit the tax, which notice shall refer briefly to the amount of the taxes owed, plus interest at the rate of three-quarters of one percent (.75%) per month, or any fraction thereof, on the amount of the tax from the date on which the tax should have been received by the City. Within fourteen (14) calendar days after the date of service of such notice, the person may request in writing to the Tax Administrator for a hearing on the matter. If the person fails to request a hearing within the prescribed time period, the amount of the deficiency determination shall become a final assessment, and shall immediately be due and owing to the City.
- (c) If the person requests a hearing, the Tax Administrator shall cause the matter to be set for

hearing, which shall be held within thirty (30) days after receipt of the written request for hearing. Notice of the time and place of the hearing shall be mailed by the Tax Administrator to such person at least ten (10) calendar days prior to the hearing, and, if the Tax Administrator desires said person to produce specific records at such hearing, such notice may designate the records requested to be produced.

- (d) At the time fixed for the hearing, the Tax Administrator shall hear all relevant testimony and evidence, including that of any other interested parties. At the discretion of the Tax Administrator, the hearing may be continued from time to time for the purpose of allowing the presentation of additional evidence. Within a reasonable time following the conclusion of the hearing, the Tax Administrator shall issue a final assessment (or non-assessment), thereafter, by confirming, modifying or rejecting the original deficiency determination, and shall mail a copy of such final assessment to person owing the tax. The decision of the Tax Administrator may be appealed pursuant to Section 3.17.220 of this Chapter. Filing an application with the Tax Administrator and appeal to the City Manager pursuant to Section 3.17.220 of this Chapter is a prerequisite to a suit thereon.
- (e) Payment of the final assessment shall become delinquent if not received by the Tax Administrator on or before the thirtieth (30th) day following the date of receipt of the notice of final assessment. The penalty for delinquency shall be fifteen percent (15%) on the total amount of the assessment, along with interest at the rate of three-quarters of one percent (.75%) per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the date of delinquency, until paid. The applicable statute of limitations regarding a claim by the City seeking payment of a tax assessed under this Section 3.17.160 shall commence from the date of delinquency as provided in this subsection (e).
- (f) All notices under this section may be sent by regular mail, postage prepaid, and shall be deemed received on the third calendar day following the date of mailing, as established by a proof of mailing.

3.17.170 Administrative remedy – nonpaying service users

- (a) Whenever the Tax Administrator determines that a service user has deliberately withheld the amount of the tax owed by the service user from the amounts remitted to a person required to collect the tax, or whenever the Tax Administrator deems it in the best interest of the City, he or she may relieve such person of the obligation to collect the taxes due under this Chapter from certain named service users for specific billing periods. Whenever the service user has failed to pay the amount of tax owed for a period of two (2) or more billing periods, the service supplier shall be relieved of the obligation to collect taxes due. The service supplier shall provide the City with the names and addresses of such service users and the amounts of taxes owed under the provisions of this Chapter.
- (b) In addition to the tax owed, the service user shall pay a delinquency penalty at the rate of fifteen percent (15%) of the total tax that is owed, and shall pay interest at the rate of three-quarters of one percent (.75%) per month, or any fraction thereof, on the amount of

the tax, exclusive of penalties, from the due date, until paid.

- (c) The Tax Administrator shall notify the non-paying service user that the Tax Administrator has assumed the responsibility to collect the taxes due for the stated periods and demand payment of such taxes, including penalties and interest. The notice shall be served on the service user by personal delivery or by deposit of the notice in the United States mail, postage prepaid, addressed to the service user at the address to which billing was made by the person required to collect the tax; or, should the service user have a change of address, to his or her last known address.
- (d) If the service user fails to remit the tax to the Tax Administrator within thirty (30) days from the date of the service of the notice upon him or her, the Tax Administrator may impose an additional penalty of fifteen percent (15%) of the amount of the total tax that is owed.

3.17.180 Actions to Collect

Any tax required to be paid by a service user under the provisions of this Chapter shall be deemed a debt owed by the service user to the City. Any such tax collected from a service user which has not been remitted to the Tax Administrator shall be deemed a debt owed to the City by the person required to collect and remit and shall no longer be a debt of the service user. Any person owing money to the City under the provisions of this Chapter shall be liable to an action brought in the name of the City for the recovery of such amount, including penalties and interest as provided for in this Chapter, along with any collection costs incurred by the City as a result of the person's noncompliance with this Chapter, including, but not limited to, reasonable attorneys' fees. In the event that a service user or service supplier owing a tax under this chapter files bankruptcy, then such debt to the City shall be deemed an unsecured priority excise tax obligation under 11 U.S.C. Section 507(a)(8)(C).

3.17.190 Additional Powers and Duties of the Tax Administrator

- (a) The Tax Administrator shall have the power and duty, and is hereby directed, to enforce each and all of the provisions of this Chapter.
- (b) The Tax Administrator may adopt administrative rules and regulations not inconsistent with provisions of this Chapter for the purpose of interpreting, clarifying, carrying out and enforcing the payment, collection and remittance of the taxes herein imposed. A copy of such administrative rules and regulations shall be on file in the Tax Administrator's office.
- (c) Upon a proper showing of good cause, the Tax Administrator may make administrative agreements, with appropriate conditions, to vary from the strict requirements of this Chapter and thereby: (1) conform to the billing procedures of a particular service supplier (or service user subject to Section 3.17.070 of this Chapter) so long as said agreements result in the collection of the tax in conformance with the general purpose and scope of this Chapter; or (2) to avoid a hardship where the administrative costs of collection and

remittance greatly outweigh the tax benefit. A copy of each such agreement shall be on file in the Tax Administrator's office, and are voidable by the Tax Administrator or the City at any time.

- (d) The Tax Administrator may conduct an audit, to ensure proper compliance with the requirements of this Chapter, of any person required to collect and/or remit a tax pursuant to this Chapter. The Tax Administrator shall notify said person of the initiation of an audit in writing. In the absence of fraud or other intentional misconduct, the audit period of review shall not exceed a period of three (3) years next preceding the date of receipt of the written notice by said person from the Tax Administrator. Upon completion of the audit, the Tax Administrator may make a deficiency determination pursuant to Section 3.17.160 of this Chapter for all taxes, penalties and interest owed and not paid, as evidenced by information provided by such person to the Tax Administrator. If said person is unable or unwilling to provide sufficient records to enable the Tax Administrator to verify compliance with this Chapter, the Tax Administrator is authorized to make a reasonable estimate of the deficiency and issue a deficiency determination assessment. Said deficiency determination assessment shall be entitled to a rebuttable presumption of correctness.
- (e) Upon receipt of a written request of a taxpayer, and for good cause, the Tax Administrator may extend the time for filing any statement required pursuant to this Chapter for a period not to exceed forty-five (45) days, provided that the time for filing the required statement has not already passed when the request is received. No penalty for delinquent payment shall accrue by reason of such extension. Interest shall accrue during said extension at the rate of three-quarters of one percent (.75%) per month, prorated for any portion thereof.
- (f) The Tax Administrator shall determine the eligibility of any person who asserts a right to exemption from, or a refund of, the tax imposed by this Chapter.
- (g) The Tax Administrator, with the written approval of the City Attorney, may compromise a claim pursuant to this Chapter where the portion of the claim proposed to be released is less than the amount set by separate resolution of the City Council relating to the settlement of general liability claims against the City and, with the approval of the City Attorney and the City Council, may compromise such a claim where the portion proposed to be released is equal to or greater than the amount set by separate resolution of the City Council relating to the settlement of general liability claims against the City.
- (h) Notwithstanding any provision in this Chapter to the contrary, the Tax Administrator may waive any penalty or interest imposed upon a person required to collect and/or remit for failure to collect the tax imposed by this Chapter if the non-collection occurred in good faith. In determining whether the non-collection was in good faith, the Tax Administrator shall take into consideration industry practice or other precedence.

3.17.200 Records

- (a) It shall be the duty of every person required to collect and/or remit to the City any tax imposed by this Chapter to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such tax that such person may have been liable for the collection of and remittance to the Tax Administrator, which records the Tax Administrator shall have the right to inspect at a reasonable time.
- (b) The City, through its City Council, may issue an administrative subpoena to compel a person to deliver, to the Tax Administrator, copies of all records deemed necessary by the Tax Administrator to establish compliance with this Chapter, including the delivery of records in a common electronic format on readily available media if such records are kept electronically by the person in the usual and ordinary course of business. As an alternative to delivering the subpoenaed records to the Tax Administrator on or before the due date provided in the administrative subpoena, such person may provide access to such records outside the City on or before the due date, provided that such person shall reimburse the City for all reasonable travel expenses incurred by the City to inspect those records, including travel, lodging, meals, and other similar expenses, but excluding the normal salary or hourly wages of those persons designated by the City to conduct the inspection.
- (c) The Tax Administrator is authorized to execute a non-disclosure agreement approved by the City Attorney to protect the confidentiality of customer information pursuant to California Revenue and Tax Code Sections 7284.6 and 7284.7. The Tax Administrator may request from a person providing transportation or distribution services of gas or electricity to service users within the City, a list of the names, billing and service addresses, quantities of gas or electricity delivered, and other pertinent information, of its transportation customers within the City pursuant to California Public Utilities Code Section 6354(e).
- (d) If a service supplier uses a billing agent or billing aggregator to bill, collect, and/or remit the tax, the service supplier shall: (1) provide to the Tax Administrator the name, address and telephone number of each billing agent and billing aggregator currently authorized by the service supplier to bill, collect, and/or remit the tax to the City; and, (2) upon request of the Tax Administrator, deliver, or effect the delivery of, any information or records in the possession of such billing agent or billing aggregator that, in the opinion of the Tax Administrator, is necessary to verify the proper application, calculation, collection and/or remittance of such tax to the City.
- (e) If any person subject to record-keeping under this section unreasonably denies the Tax Administrator, or the Tax Administrator's designated representative, access to such records, or fails to produce the information requested in an administrative subpoena within the time specified, the Tax Administrator may impose a penalty of five hundred dollars (\$500) on such person for each day following: 1) the initial date that the person refuses to provide such access; or, 2) the due date for production of records as set forth in

the administrative subpoena. This penalty shall be in addition to any other penalty imposed under this Chapter.

3.17.210 Refunds.

- (a) Whenever the amount of any tax has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the Tax Administrator under this Chapter, it may be refunded as provided in this section.
- (b) The Tax Administrator may refund any tax that has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the Tax Administrator under this Chapter, provided that no refund shall be paid under the provisions of this section unless the claimant or his or her guardian, conservator, executor or administrator has submitted a written claim, under penalty of perjury, to the Tax Administrator within one year of the overpayment or erroneous or illegal collection of said tax. Such claim must clearly establish claimant's right to the refund by written records showing entitlement thereto. Nothing herein shall permit the filing of a refund claim on behalf of a class or group of taxpayers. Where the amount of any individual refund claim is in excess of the amount set by separate resolution of the City Council relating to the settlement of general liability claims against the City, City Council approval shall be required.
- (c) The Tax Administrator, or the City Council where the claim is in excess of the amount set by separate resolution of the City Council relating to the settlement of general liability claims against the City, shall act upon the refund claim within forty-five (45) days of the initial receipt of the refund claim. Said decision shall be final. If the Tax Administrator/City Council fails or refuses to act on a refund claim within the forty-five (45) day period, the claim shall be deemed to have been rejected by the Tax Administrator/City Council on the forty-fifth (45th) day. The Tax Administrator shall give notice of the action in a form which substantially complies with that set forth in Government Code Section 913.
- (d) The filing of a written claim is a prerequisite to any suit thereon. Any action brought against the City pursuant to this section shall be subject to the provisions of Government Code Sections 945.6 and 946.
- (e) Notwithstanding the notice provisions of subsection (a) of this section, in the event that a service supplier, or a service user subject to Section 3.17.070 hereof, remits a tax to City in excess of the amount of tax imposed by this Chapter, said service supplier, or service user subject to Section 3.17.070 hereof, may claim credit for such overpayment against the amount of tax which is due upon any other monthly returns to the Tax Administrator, provided such credit is claimed in a return dated no later than one year from the date of overpayment of said tax. The Tax Administrator shall first determine the validity of the service user's claim of credit, and the underlying basis for such claim.
- (f) Notwithstanding the notice provisions of subsection (a) of this section, a service supplier that has collected any amount of tax in excess of the amount of tax imposed by this

Chapter and actually due from a service user (whether due to overpayment or erroneous or illegal collection of said tax), may refund such amount to the service user, or credit to charges subsequently payable by the service user to the service supplier, and claim credit for such overpayment against the amount of tax which is due upon any other monthly returns to the Tax Administrator, provided such credit is claimed in a return dated no later than one year from the date of overpayment or erroneous or illegal collection of said tax. The Tax Administrator shall first determine the validity of the service user's claim of credit, and the underlying basis for such claim.

3.17.220 Appeals

- (a) The provisions of this section apply to any decision (other than a decision relating to a refund pursuant to Section 3.17.210 of this Chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator. Any person aggrieved by any decision (other than a decision relating to a refund pursuant to Section 3.17.210 of this Chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator, shall be required to comply with the appeals procedure of this section. Compliance with this section shall be a prerequisite to a suit thereon. [See Government Code Section 935(b).] Nothing herein shall permit the filing of a claim or action on behalf of a class or group of taxpayers.
- (b) If any person is aggrieved by any decision (other than a decision relating to a refund pursuant to Section 3.17.210 of this Chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator; he or she may appeal to the City Manager by filing a notice of appeal with the City Clerk within fourteen (14) days of the date of the decision, deficiency determination, assessment, or administrative ruling of the Tax Administrator which aggrieved the service user or service supplier.
- (c) The matter shall be set for hearing no more than thirty (30) days from the receipt of the appeal. The appellant shall be served with notice of the time and place of the hearing, as well as any relevant materials, at least five (5) calendar days prior to the hearing. The hearing may be continued from time to time upon mutual consent. At the time of the hearing, the appealing party, the Tax Administrator, the City Manager, and any other interested person may present such relevant evidence as he or she may have relating to the determination from which the appeal is taken.
- (d) Based upon the submission of such evidence and the review of the City's files, the City Manager shall issue a written notice and order upholding, modifying or reversing the determination from which the appeal is taken. The notice shall be given within fourteen (14) days after the conclusion of the hearing and shall state the reasons for the decision. The notice shall specify that the decision is final and that any petition for judicial review shall be filed within ninety (90) days from the date of the decision in accordance with Code of Civil Procedure Section 1094.6. If the City Manager fails or refuses to act on a refund claim within the fourteen (14) day period, the claim shall be deemed to have been rejected by the City Manager on the fourteenth (14th) day.

- (e) All notices under this section may be sent by regular mail, postage prepaid, and shall be deemed received on the third calendar day following the date of mailing, as established by a proof of mailing.

3.17.230 Independent Audit of Tax Collection, Exemption, Remittance, and Expenditure

The City shall annually verify that the taxes owed under this Chapter have been properly applied, exempted, collected, and remitted in accordance with this Chapter, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed.

3.17.240 No Injunction/Writ of Mandate

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against this City or against any officer of the City to prevent or enjoin the collection under this Chapter of any tax or any amount of tax required to be collected and/or remitted.

3.17.250 Remedies Cumulative

All remedies and penalties prescribed by this Chapter or which are available under any other provision of law or equity, including but not limited to the California False Claims Act (Government Code Section 12650, *et seq.*) and the California Unfair Practices Act (Business and Professions Code Section 17070, *et seq.*), are cumulative. The use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Chapter.

3.17.260 Notice of Changes to Ordinance

If a tax under this Chapter is added, repealed, increased, reduced, or the tax base is changed, the Tax Administrator shall follow the notice requirements of California Public Utilities Code Section 799. Prior to the effective date of the ordinance change, the service supplier shall provide the Tax Administrator with a copy of any written procedures describing the information that the service supplier needs to implement the ordinance change. If the service supplier fails to provide such written instructions, the Tax Administrator, or his or her agent, shall send, by first class mail, a copy of the ordinance change to all collectors and remitters of the City's utility users taxes according to the latest payment records of the Tax Administrator.

3.17.270 Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter or any part thereof is for any reason held to be invalid, unlawful or unconstitutional, such decision, and the decision not to enforce such, shall not affect the validity of the remaining portion of this Chapter or any part thereof. The City Council hereby declares that it would have passed each

section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid, unlawful or unconstitutional.

3.17.280 Penalties

Any person violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor, or an infraction at the discretion of the City Attorney, and upon conviction punished pursuant to this Code.

3.17.290 Future Amendment to Cited Statute

Unless specifically provided otherwise, any reference to a State or federal statute in this Chapter shall mean such statute as it may be amended from time to time.

3.17.300 Effect of State and Federal Reference – Authorization

Unless specifically provided otherwise, any reference to a State or federal statute in this chapter shall mean such statute as it may be amended from time to time, provided that such reference to a statute herein shall not include any subsequent amendment thereto, or to any subsequent change of interpretation thereto by a state or federal agency or court of law with the duty to interpret such law, to the extent that such amendment or change of interpretation would require voter approval under California law, or to the extent that such change would result in a tax decrease (as a result of excluding all or a part of a utility service, or charge therefore, from taxation). Only to the extent voter approval would otherwise be required or a tax decrease would result, the prior version of the statute (or interpretation) shall remain applicable; for any application or situation that would not require voter approval or result in a decrease of a tax, provisions of the amended statute (or new interpretation) shall be applicable to the maximum possible extent.

To the extent that the City's authorization to collect or impose any tax imposed under this chapter is expanded or limited as a result of changes in State or federal law, no amendment or modification of this chapter shall be required to conform the tax to those changes, and the tax shall be imposed and collected to the full extent of the authorization up to the full amount of the tax imposed under this chapter.

SECTION 2. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION 3. Amendment or Repeal. Chapter 3.17 of the Municipal Code may be repealed or amended by the City Council without a vote of the people. However, as required by Article XIIC of the California Constitution, voter approval is required for any amendment provision that would increase the rate of any tax levied pursuant to this Ordinance. The People of the City of Parlier affirm that the following actions shall not constitute an increase of the rate of a tax:

1. The restoration of the rate of the tax to a rate that is no higher than that set by this Ordinance, if the City Council has acted to reduce the rate of the tax;
2. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Ordinance.
3. The establishment of a class of person that is exempt or excepted from the tax or the discontinuation of any exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this Ordinance); and
4. The collection of the tax imposed by this Ordinance, even if the City had, for some period of time, failed to collect the tax.

SECTION 4. If a majority (fifty percent (50%) plus 1) of the voters voting thereon approve this Chapter 3.17, it shall become effective immediately after the results of the election are declared by the City Council.

INTRODUCED at a regular meeting of the Council on the 8th day of February, 2018.

PASSED AND ADOPTED as an ordinance of the City of Parlier at a regular meeting of said Council on the ____ day of February, 2018, subject to a majority vote (50 percent plus one) of the voters of the City of Parlier, County of Fresno, at a regular election to be held on June 5, 2018.

PUBLICATION AND CERTIFICATION. The City Clerk shall publish this ordinance as required by applicable law. Upon approval by the voters, the City Clerk shall certify the passage of this ordinance by the voters and cause the ordinance to be codified in the Parlier Municipal Code.

ATTEST:

APPROVED:

Dorothy Garza
City Clerk

Alma M. Beltran, Mayor
City of Parlier

[00450127]



Belcher, Ehle, Medina & Associates, Inc.

"The Safety Solutions Company"

Report for the City of Parlier

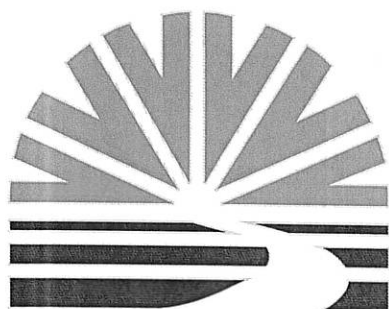
Assessment of Law Enforcement Dispatch Services and Consideration of Alternative Models

By:

Richard Ehle, Chief Operating Officer

Michael J. McDougall, Senior Associate

March 8, 2018



City of Parlier

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Attachments:

- A - Calls for Service Allied Agencies, 2017
- B – Second Amendment to Agreement
- C – Sheriff's Office Proposed Dispatcher Rates 2016-17
- D – Sheriff's Office SOP # 403
- E – Sheriff's Office 2017 CAD/QUE Stats for Parlier PD
- F – Reedley FCC License
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- H – Coalinga FCC License
- I - Livingston FCC License
- J – City Council PowerPoint Presentation, 3/8/18

Section One: Introduction and Project Scope

The City of Parlier ("City") is a general law City located within the County of Fresno, California. Parlier is governed by a 5-member City Council and operates under the City Manager-City Council form of government. Four council members are elected by their respective district and the Mayor is elected at large. City Manager Samuel A. Escobar is appointed by the City Council to carry out the Council's policies and to ensure that the entire community is served.

Police Chief Jose Garza is appointed by the City Manager and oversees a department that includes fifteen (15) sworn Police Officers and other miscellaneous non-sworn employees serving an incorporated population of approximately 15,179. The City contracts with the Fresno County Sheriff's Office to provide full service 24 hour, 365 day law enforcement dispatching services at a current annual cost of approximately \$234,624¹. Dispatching services generally include:

- Acting as the City's primary Public Safety Answering Point (PSAP) for all 9-1-1 calls initiated within the City limits.
- Radio dispatching, monitoring, and coordinating all law enforcement activities generated by callers from within the city limits and/or City police employees.
- Processing and handling all Calls For Service² (CFS) generated within the city limits.
- Providing a mobile radio and computer infra-structure for the City to connect its end-user equipment.
- Subscriptions for use of the Sheriff's Office owned Computer Aided Dispatch (CAD) and Records Management (RMS) systems.

The City Police Department handles approximately 13,286 CFS per year. On any given day, the department deploys between 3-5 on-duty patrol units (including animal control). These units share one (1) Sheriff's Office radio channel with four (4) other similarly situated city Police Departments operating in the County (Orange Cove, Kingsburg, Fowler and Sanger). In total, the radio channel ("CODIS") is shared by between 15-20 on-duty units depending upon time of day and day of week. Based upon annual CFS data, the City constitutes approximately 15% of the workload assigned to CODIS (see Attachment A).

¹ Includes contracted amount for dispatching services for FY 17/18 plus approximately \$500.00 per month for CAD and RMS subscription services.

² Calls for Service ("CFS") are defined as an activity by a Dispatcher which is initiated by either a member of the public (usually via a telephone call) or by a field observation from an on-duty unit via the radio system. CFS are generally accepted as a meaningful measuring tool in determining the size and scope of typical law enforcement operations.

In recent months, the City has grown concerned about both the costs and level of dispatching service provided. The voters recently approved a local funding initiative (Measure Q) designed to increase financial support for the Police Department which has heightened the City's concerns, given their desire to demonstrate improved and enhanced services going forward.

Staff and Elected Officials have received public and constituent anecdotal complaints regarding dispatching services including CFS "lost" or "dropped" in the County dispatch system and perceived delays in the dispatch of lower priority calls. The City is also concerned that there is not a forum for contracted Cities to communicate their concerns to the Sheriff's Office regarding the delivery of service or the need to address unique local issues. Informal efforts to bring local issues forward have been unsuccessful, leaving the City concerned that their local needs cannot be addressed and/or rigid ("one-size-fits-all") Sheriff's Office Dispatch policies may inhibit the ability of the City to set its own policing service levels.

The City retained Belcher, Ehle, Medina & Associates, Inc. (BEMA) to:

- 1) perform a high-level assessment of the current dispatching services provided by the Fresno County Sheriff's Office under contract (see Attachment B), and
- 2) approach interested Police Departments in the region and currently providing their own law enforcement dispatching services to:
 - a) determine their interest in expanding their dispatch operations to include serving the City, and
 - b) identify the general feasibility, risks, opportunities, and potential cost elements associated with moving dispatch services to any one of the interested Police Departments.

In order to fulfil the scope of work desired by the City, BEMA contacted several Police Departments currently providing their own law enforcement dispatching services to gauge level of interest. As a result of this initial outreach, BEMA then conducted on-site assessments and interviews with the Police Chiefs/City Managers in Selma, Reedley, Livingston, and Coalinga. BEMA also conducted interviews with Sheriff's Office Officials while observing their live dispatch operations. BEMA met with Mayor Beltran and City Manager Escobar as well as other members of the Police Department patrol and line staff. BEMA then conducted research and reviewed relevant documents in order to complete the assessments and develop the recommendations to follow.

Section Two: Sheriff's Office Dispatch Assessment

The County Sheriff's Communications Center is located in close proximity to the County's Emergency Operations Center at the main Sheriff's building downtown Fresno. The Center services a total population of 244,352, of which approximately 73,893 are serviced via contracts with participating cities. The center is equipped with approximately twelve (12) full Radio/9-1-1/CAD consoles. The Sheriff's Center handles approximately 290,344 CFS annually. Workload is spread between five (5) dispatch services areas/radio channels, one of which includes the contracted city police departments of Parlier, Sanger, Fowler, Kingsburg, and Orange Cove ("CODIS" channel). CODIS has as many as 15-20 on duty units sharing the channel and the assigned Radio Dispatcher. All Dispatchers are "cross trained" as both Radio Dispatchers and Call Takers and rotate their assignments between the two throughout their shifts. Normal staffing on the Day Shift ranges from 7-8 Dispatchers on-duty, increasing to as many as nine (9) on an evening shift, and as few as 4-5 on the "graveyard" shift.

Dispatcher Rates/Charges for contracted Cities:

The County establishes an annual rate for each contracted city using the following formula (See Attachment C for details):

$$\begin{array}{l} \text{Total Dispatch Budget: } \$3,597,374 \text{ (FY16/17)} \\ \text{Divided by} \\ \text{Total population served: } 244,352 \text{ (updated each year, State Dept. of Finance data)} \\ \text{Equals} \\ \text{Cost per Capita: } \$14.72 \end{array}$$

In the City's case, the updated Cost per Capita for FY17/18 of \$14.75 is then multiplied by the January 1, 2017 population data to arrive at a current monthly charge of \$19,052. The County also charges approximately \$500 per month in CAD and RMS subscription fees.

BEMA Assessment: An annual on-going cost of approximately \$240,000 per year for full PSAP services, Radio coverage, MDC connections, and CAD/RMS is a reasonable charge given the City's population, CFS, and Unit demand. Given that the approximate composite cost of a fully weighted Dispatcher³ in Fresno County is approximately \$85,000 per year, the amount charged covers less than 3 full time equivalent (FTE) positions. To the advantage of the contracted cities, the County uses a "mid-

³ Fully weighted Dispatcher costs include salary, benefits, employer retirement contributions, workers compensation, Social Security (if applicable), Medicare, and other insurances. Some costs vary slightly from agency to agency within the region.

range, Step 3” Dispatcher to establish their base budget, whereas a “top-range” Dispatcher could earn as much as 20% more. It should also be noted by including Radio coverage, MDC coverage, and CAD/RMS services in the annual charges, the City avoids the one-time and on-going cost of establishing and maintaining these systems on their own.

Dispatch CFS Pending Que Performance:

Sheriff's Office Standard Operating Procedure (SOP) 403 (See Attachment D) establishes a Communications Priority System for the dispatching of CFS affecting all users including contracting cities. Among other things, the SOP defines four levels of priority, the highest being a Priority One call that involves suspects in custody and/or just occurred felony crimes. The SOP also establishes maximum time standards for amount of time it should take the Center to process a CFS depending upon the given Priority⁴. The maximum time standard for Priority One calls is set at three (3) minutes, with lower priority calls set at between 20 minutes and 3 hours. The Sheriff's Office publishes annual CAD/QUE Stats (See Attachment F for the 2017 report) for each contracting city. In 2017, the average time required to process the City's CFS are as follows:

- Priority One – 2:59 minutes/seconds
- Priority Two – 9:52 minutes/seconds
- Priority Three – 19:16 minutes/seconds

BEMA Assessment: In BEMA's opinion, the Sheriff's Office CFS processing times are excessive and their maximum time standards are too high, particularly for Priority One calls. Similarly situated 9-1-1 Centers in the San Francisco Bay Area generally strive for a processing time of 2:00 minutes for 90% of the highest priority calls they handle, which is one minute less than the accepted standard in Fresno County. In BEMA's experience, an average processing time for the highest priority calls should be in the range of 90 seconds, or half as long as the Fresno County's reported performance for 2017. Absent the benefit of a work flow study, some of the potential contributing factors that can cause long processing times in a large, active and urban 9-1-1 Center processing nearly 300,000 CFS per year include:

- Physical separation of the Radio Dispatcher from the Call Taker and call taking process
- Lack of call taking protocols designed to determine the earliest CFS creation point
- Lack of audible and color visual prompting in the Dispatch pending que

⁴ Que time (or Call Processing Time) is generally defined as the time it takes the Center to process a CFS as measured from 9-1-1 pick up to notification of the field unit(s). Tasks included in this process are caller interrogation, data entry into CAD, creation of the CFS event in CAD, electronic “shipping” of the created CFS to the assigned Dispatcher/Area, waiting time in the pending que, Unit assignment, announcement/description of the CFS over the radio, and electronic shipping of the CFS to the Unit's MDC (if available).

- Competition for radio “air time” among all on-duty units sharing a radio
- Multiple high priority calls occurring simultaneously
- Lack of available Units to dispatch

Dispatch of Low Priority CFS:

The Sheriff's Office annual CAD/QUE Stats for 2017 (See Attachment F) indicate that lower priority calls for the City spend approximately 19-20 minutes in “que” before a local City Police unit is notified that a call is pending. This represents nearly half the total time (45%) that a reporting party must wait for a Unit to arrive and make contact. SOP 403.2 (see Attachment D) requires “*all calls shall be dispatched as soon as they are received if the beat unit is available*”.

BEMA Assessment: In BEMA's opinion, it appears that SOP 403.2 is either 1) not followed or enforced, or 2) the City Police Units are unavailable more often than would be expected in a city with the CFS demand and population of Parlier. Without further, in depth study of this specific issue, one might assume it is a combination of both.

Potential techniques that, if implemented, could help to shorten the CAD/QUE times for low priority CFS include (but are not limited to):

- Dispatchers could electronically ship (i.e., “dispatch”) the created CFS to the beat unit via MDC only (referred to as “silent dispatch”) even if the Unit status is “unavailable”⁵. This allows the beat unit to manage their own work load more proactively.
- On-duty beat units could routinely monitor the CODIS Pending Que in CAD and proactively assign themselves to a CFS in Parlier that is pending dispatch⁶.
- While unavailable handling routine matters (report writing, in-station status, etc.), beat units could monitor both their MDC specific call que AND the CODIS Pending Que in CAD proactively⁷.

⁵ The Sheriff's Office management is reluctant to establish a “Silent Dispatch” protocol since not every beat unit they serve has a MDC in their unit or readily available. Even when equipped with an MDC, the implementation of Silent Dispatch would require a beat unit to put more emphasis upon monitoring MDC activity than is currently the case.

⁶ The CODIS CAD pending que screen is one of many monitoring screens available to units on their MDC, however it is not the most intuitive, is difficult to locate within the menu, and it lacks audible and/or visual prompts. In contrast, the beat units call screen is easy to locate and provides prompts when a call is dispatched. Of the 5 contracted cities, Sanger is the only agency that makes extensive use of this technique.

⁷ For complete implementation of this technique, monitors displaying the CODIS CAD pending que should be available in the station and in several locations including the supervisor(s) office area(s).

Section Three: Consideration of Alternate Dispatch Models

Reedley Police Department:

The Reedley Police Department is located approximately six (6) miles from the City center. The department services a population of 25,562. The dispatch center is equipped with two (2) Radio Dispatch positions, one of which does not include 9-1-1 answering capability. The Department employs thirty (30) sworn Police Officers who handle approximately 18,972 CFS annually. The Department employs six (6) full time Dispatchers supplemented by a working Communication Supervisor. The Dispatchers are assigned to 10 hour shifts and deployment generally includes one on-duty 24 hours per day, with six (6) hours of overlap coverages between the hours of 11:00 AM and 5:00 PM bringing the on duty staff to two Dispatchers during those hours. While the Department handles their own dispatching services, they do subscribe to the Sheriff's Office CAD, RMS and MDC systems and make full use of these systems remotely. On-duty patrol units range from a high of seven (7) during peak periods to a low of two (2) on the graveyard shift.

The Department holds FCC licenses allowing them to operate in the 150-160 MHz frequency range (Very High Band, known as "VHF") with a coverage radius of approximately 19 miles from the transmit sight at 675 W. Manning Ave. The current radio system has significant "dead spots" which the Department will be addressing by adding repeaters throughout the coverage area.

Reedley Police Department requirements to add City dispatch services: The Department has experience providing dispatch services for a neighboring city (Orange Cove) for approximately two years (and until Orange Cove moved to the Sheriff's Office to join CODIS) which they deemed as unsuccessful. Through this experience, the staff believes that the two departments should not share a common radio channel, even though Reedley's channel (once augmented with added repeaters) would be capable of provide coverage to the City. Restricted channel sharing would not only mean that the City would be required obtain an FCC license and purchase their own equipment to establish transmit and receive capability on the existing City owned tower with a radius of at least 10 miles, but would also require dedicated on-duty Dispatchers to separately monitor two channels during most, if not all, of the hours in a day. Reedley Police staff estimate they would need to add at least three (3) and more likely four (4) Dispatcher positions if they were to assume dispatching for the City.

Since Reedley subscribes to the Sheriff's Office CAD, RMS and MDC systems, the City would not be required to modify procedures or purchase additional equipment to support these existing systems if dispatching services were to be moved to the Reedley Police Department.

BEMA Assessment: In BEMA's opinion, the combined operations of both departments could (and should) be combined on a single channel. If combined, the annual CFS would be approximately 30,000, the population served would be approximately 40,000, combine sworn Police Officers of approximately 45, and on-duty beats would range from a low of four (4) to a high of eleven (11). There are several mid-size Police Departments in California's central valley with higher CFS, larger populations, more sworn Police Officers and on-duty units operating on a single radio channel without difficulty⁸. While the option to continue subscribing to the Sheriff's Office CAD, RMS, and MDC systems is expedient and will save significant one-time costs, this advantage is more than off-set by the need to "over staff" the Reedley dispatch operation and establish a City owned and operated dispatch channel. BEMA estimates the cost for Reedley to assume City dispatching based upon Reedley's requirements are as follows:

Reedley On-Going Annual Estimate:

Fully weighted Dispatchers :	\$255,000 - \$340,000
Overhead/"soft costs":	\$25,000 - \$35,000
RF Maintenance:	\$3,000 - \$5,000
TOTAL:	\$283,000 - \$380,000

Reedley One-Time Estimate:

Radio Frequency "stand-up" ⁹	\$25,000 - \$35,000
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⁸ For example, the City of Tracy Police Department operates on a single radio channel servicing a population 89,272, with 90 sworn Police Officers handling 74,868 CFS annually and on-duty beat units ranging from a high of fourteen (14) to a low of four (4). The combined numbers for Reedley and the City are approximately 2.5 times less than the City of Tracy.

⁹ The cost estimate associated with "standing up" a new radio channel assumes that the City could obtain approval from the FCC to operate in the VHF band. Most recently, the FCC has been working with public safety agencies to entice them to move into the UHF band (or higher) in order to reserve VHF bandwidth for commercial use. As such, the City may find plenty of available channels but few (if any) in the band range needed. In this case, the City would potentially be faced with changing out their portable radios at a significant one-time cost and losing compatibility with VHF equipment in place at Reedley, Selma and Livingston.

Selma Police Department:

The Selma Police Department is located approximately eight (8) miles from the City center. The department services a population of 24,597. The dispatch center is equipped with two (2) full Radio/9-1-1 Dispatch positions with plans to add two additional positions in a new facility currently in the planning stages. The Department employs thirty-three (33) sworn Police Officers who handle approximately 27,382 CFS annually. The Department employs seven (7) full-time Dispatchers, but current staffing is at five (5) due to vacancies. The Dispatchers are assigned to 10 hour shifts and deployment generally includes one on-duty 24 hours per day, with six (6) hours of overlap coverage on Sundays, Mondays, and Tuesdays each week. The Department handles their own dispatching services and has implemented their own Motorola CAD and MDC system. They do subscribe to the Sheriff's Office RMS and plan to move to the new Sheriff's RMS currently in the process of implementation (Mark 43). On-duty patrol units range from a high of five (5) to a low of four (4), with slightly higher number during overlap periods.

The Department holds FCC licenses allowing them to operate in the 150-160 MHz frequency range (Very High Band, known as "VHF") with a coverage radius described as "Selma and Kingsburg".

Selma Police Department requirements to add City dispatch services: While the Department has no recent experience providing dispatch services for a neighboring city, they have indicated an interest in doing so given their planned move to a larger, more modern facility. However, similar to the Reedley position, the Department staff believes the two departments should not share a common radio channel. While not as clearly stated on the FCC license, the current Selma radio channel should be capable of providing coverage to the City with only minor enhancements. However, restricted channel sharing would mean that the City would be required to obtain an FCC license and purchase their own equipment to establish transmit and receive capability on the existing City owned tower with a radius of at least 10 miles, as well as dedicated on-duty Dispatchers to separately monitor two channels during most, if not all, of the hours in a day. Selma Police staff estimate they would need to add four (4) Dispatcher positions if they were to assume dispatching for the City.

Since Selma subscribes to the Sheriff's Office RMS system, the City could also remain on that system. There would be one-time costs associated with adding one CAD license to the Selma Motorola CAD system if dispatching services were to be moved to the Selma Police Department.

BEMA Assessment: In BEMA's opinion, the combined operations of both departments could (and should) be combined on a single channel. If combined, the annual CFS would be approximately 40,000, the population served would be approximately 40,000, combined sworn Police Officers of approximately 48, and on-duty beats would range from a low of seven (7) to a high of eleven (11). As

cited earlier, there are several mid-size Police Departments in California's central valley with higher CFS, larger populations, more sworn Police Officers and on-duty units operating on a single radio channel without difficulty. While the option to continue subscribing to the Sheriff's Office RMS and MDC systems is expedient and will save one-time costs, this advantage is more than off-set by the need to "over staff" the Selma dispatch operation and establish a City owned and operated dispatch channel. BEMA estimates the cost for Selma to assume City dispatching based upon Selma's requirements are as follows:

Selma On-Going Annual Estimate:

Fully weighted Dispatchers :	\$340,000
Overhead/"soft costs":	\$35,000
RF Maintenance:	\$3,000 - \$5,000
CAD Maintenance:	\$10,000 - \$20,000
TOTAL:	\$388,000 - \$400,000

Selma One-Time Estimate:

CAD User License/training	\$50,000 - \$75,000
Radio Frequency "stand-up" ¹⁰	\$25,000 - \$35,000
TOTAL:	\$75,000 - \$110,000

¹⁰ See Footnote # 9.

Coalinga Police Department:

The Coalinga Police Department is located approximately seventy (70) miles from the City center. The department services a population of 16,598. The dispatch center is equipped with two (2) full Radio/9-1-1 Dispatch positions. The Department employs sixteen (16) sworn Police Officers who handle approximately 14,862 CFS annually. The Department employs five (5) full time Dispatchers, supplemented with two (2) extra-help, per diem Dispatchers. The Dispatchers are assigned to 12 hour shifts and deployment generally includes one on-duty 24 hours per day and only rarely includes a second, overlap shift. The Department handles their own dispatching services and has implemented their own RIMMS CAD, RMS¹¹ and MDC system. On-duty patrol units range from a high of three (3) to a low of two (2), with slightly higher numbers during rare overlap periods.

The Department holds four (4) FCC licenses allowing them to operate in the 400-450 MHz frequency range (Ultra High Band, known as "UHF") with a coverage radius of approximately 15 miles¹².

Coalinga Police Department requirements to add City dispatch services: Of the departments considered, the Coalinga Police department has given the prospect of providing dispatch services to the City the greatest thought and analysis. The Police Chief views a potential combination of the two dispatching operations as an opportunity to better utilize his equipment and excess radio and personnel capacity to strengthen both parties. The Chief has direct experience managing a County 9-1-1 Center (Madera County) and has learned through this experience to embrace channel sharing when capacity allows. As such, Coalinga estimates adding only one (1) Dispatcher position to provide strategic overlap/back up support to the single on-duty Dispatcher during peak hours of the day. This minimal additional requirement has the potential to greatly reduce on-going costs to the City over time.

However, given the geographical separation of the two departments, it will be necessary for 1) Coalinga to petition the FCC to allow expansion of their UHF channel to cover the City, and 2) the City to "stand up" a site on Coalinga's UHF frequency at the City owned tower location. Additionally, the City will be required to purchase new portable radios capable of transmitting and receiving on both UHF and VHF bands in order to maintain complete interoperability with other County Police Departments and the Sheriff's Office. While these radio connection challenges will add to the one-time costs of this approach, they may be at least partially off-set by a reduction in on-going annual operating costs. If this

¹¹ Prior to implementing their own systems, the Department utilized the Sheriff's Office CAD and RMS systems the same as the City and others do currently. The department maintains a subscription to these systems to ensure access to their legacy data.

¹² Coalinga is the only Police Department in Fresno County operating in the UHF band. It is generally easier to obtain FCC licensing for UHF frequencies than VHF frequencies (see Footnote # 9)

approach were to be implemented, it would add value for Coalinga as it will expand current radio coverage to allow units travel to and from the Jail to communicate with each other and their Dispatch Center.

Since Coalinga has implemented their own RIMMS CAD, RMS and MDC systems, there would be one-time costs associated with adding software licenses to support the City if dispatching services were to be moved to the Coalinga Police Department.

BEMA Assessment: BEMA shares the Coalinga Police Chief's opinion that the combined operations of both departments could (and should) be combined on a single channel. The annual CFS, population served, and number of combined sworn Police Officers would roughly double in size, as these measurement elements are nearly the same for both cities¹³. While continuing to subscribe to the Sheriff's Office RMS system would be an option, it is BEMA's opinion that if the City obtains dispatching services from Coalinga, the service should also include RMS, as the RIMMS RMS system includes a Cannabis Licensing Module which is not part of the current Sheriff's RMS. BEMA estimates the cost for Coalinga to assume City dispatching based upon Coalinga's requirements are as follows¹⁴:

Coalinga On-Going Annual Estimate:

Fully weighted Dispatcher :	\$75,000
Overhead/"soft costs":	\$8,000
RF Maintenance:	\$3,000
CAD/RMS Maintenance:	\$20,000
TOTAL:	\$106,000

Coalinga One-Time Estimate:

CAD/RMS/MDC License/training	\$150,000
Radio Frequency "stand-up"	\$35,000
Twenty (20) dual band portables	\$100,000
TOTAL:	\$285,000

¹³ Coalinga CFS 14,862, Population 16,598, Officers 16. Parlier CFS 13,286, Population 15,179, Officers 15.

¹⁴ Estimates could be reduced if the City chooses to remain with the Sheriff's Office RMS system.

Livingston Police Department:

The Livingston Police Department is located in Merced County approximately ninety (90) miles from the City center. The department provides dispatch services to the city of Livingston and the city of Gustine under contract. The combined population of the service area is approximately 19,548, with a population of 13,961 in Livingston and another 5,587 in Gustine. The dispatch center is equipped with two (2) full Radio/9-1-1 Dispatch positions. The Department employs twenty (20) sworn Police Officers who handle approximately 27,062 CFS annually. Gustine employs eleven sworn Police Officers who handle approximately 13,911 CFS annually, bringing the total CFS handled by the Dispatch Center to 40,973 annually¹⁵. The Department employs six (6) full time Dispatchers, supplemented by an Evidence Technician and the working Communications Supervisor. The Dispatchers are assigned to 10 hour shifts and deployment generally includes one on-duty 24 hours per day, with approximately sixteen (16) hours of overlap coverage (8AM – 11PM) on Tuesday, Wednesday, Thursday and Friday each week. The Department handles dispatching services for both cities and has implemented their own RIMMS CAD, RMS and MDC systems separate from the Merced County Sheriff. On-duty patrol units range from a high of five (5) to a low of three (3), including both cities.

The Department holds FCC licenses allowing them to operate in the 150-160 MHz frequency range (Very High Band, known as “VHF”) with a coverage radius of approximately 9 miles from the transmit site at 1446 C Street. The Department connects to Gustine’s radio system remotely via dedicated commercially leased circuits. The two radio channels are then “patched” together via the Radio Consoles to operate as one common channel. All radio activity for both departments is then handled on what amounts to a “virtual” single channel.

Livingston Police Department requirements to add City dispatch services: The Department has experienced great success since implementing the dispatch service contract with Gustine, as both parties are pleased with the level and cost of services. The channel “patch” is widely accepted and if City dispatch were to be added, the presumed connection method include implementing a third channel patch so that all three channels would operationally act as one. Given the geographical separation of the two departments, it will be necessary for the City to obtain an FCC license and purchase their own equipment to establish transmit and receive capability on the existing City owned tower. Once this is established, a long haul, dedicated commercial circuit would need to be leased to connect the City’s local communications to the remote dispatch center in Livingston. Staff opinions vary as to the number of

¹⁵ Given the combined population served and the number of sworn Police Officers, the number of annual CFS are higher than is typically the case for a single Police Department with 33 officers and a population less than 20,000. These higher numbers may be partially credited to the counting method used by the Department. Events that are counted as CFS that are not typically counted by most other Police Departments include counter visits by the public, detective appointments, and other public services such as licensing, etc.

added Dispatcher positions required to support adding City dispatch services. If the Department wishes to maintain a minimum of two (2) Dispatchers on-duty during most hours of the day without relying upon non-dispatch coverage, there would be a need to add three (3) Dispatcher positions to staff. If the Department wishes to merely augment existing staffing, only one (1) Dispatcher position would be required if dispatching services were to be move to Livingston Police Department. In either case, staff believes that one additional Radio/9-1-1 Console will be required and will add to the one-time costs.

Department staff assumes that the City will wish to implement the RIMMS CAD, RMS and MDC systems if they were to join the Livingston Dispatch operation. This would require one-time costs associated with adding software licenses for each of these systems to support the City.

BEMA Assessment: In BEMA's opinion, combined operations with the Livingston Police Department presents the most difficult and potentially insurmountable challenges. Issues of risk and concern include the following:

- Patching a third channel via the Radio Console may be confusing for Officers and Dispatchers operating in three distinct regions and two different Counties.
- Unlike Coalinga, any excess equipment and personnel capacity that Livingston may have had available appears to have been committed to Gustine. Thus, any added workload is likely to require more than the mere augmentation of one (1) additional Dispatcher position.
- The dedicated commercially lease radio circuits would require routing through several different telephone exchanges across two Counties thereby increasing the likelihood of failure or disconnect. The on-going costs to maintain these circuits will also need to be added to the on-going annual costs.
- Department of Justice (DOJ) and California Law Enforcement System (CLETS) access is generally routed through the County, and it is an open question whether or not a Police Department in Merced County can provide full RMS services to a Police Department in Fresno County.
- While it is very likely that the RIMMS RMS would prove to be an improvement over the current Sheriff's Office RMS subscription system, moving dispatch services to a city outside of Fresno County may prohibit further use and access. This could make it difficult or impossible to access legacy CAD and RMS data after cut over.

Livingston On-going Annual Estimate:

Fully weighted Dispatchers :	\$75,000 – \$230,000
Overhead/“soft costs”:	\$8,000 - \$25,000
RF Maintenance:	\$3,000 - \$5,000
CAD Maintenance:	\$20,000
Dedicated RF Circuits:	\$12,000 - \$25,000
TOTAL:	\$118,000 - \$305,000

Livingston One-Time Estimate:

CAD/RMS/MDC License/training	\$150,000
Radio Frequency “stand-up”	\$35,000
One (1) full Radio Console	\$65,000
TOTAL:	\$250,000

Section Four: Findings and Recommendations

Sheriff's Office Dispatch:

Finding No. 1 - BEMA found that annual, on-going costs of approximately \$240,000 per year for full PSAP services, Radio coverage, MDC connections, and CAD/RMS is a reasonable amount given the City's population, CFS, and Unit demand. BEMA also determined that the City may be advantaged by the County's rate setting methodology via their use of a "mid-range, Step 3" Dispatcher to establish their base budget, whereas a "top-range" Dispatcher could earn as much as 20% more. BEMA also noted that by including Radio coverage, MDC coverage, and CAD/RMS services in the annual charges, the City avoids the one-time and on-going cost of establishing and maintaining these systems on their own.

Finding No. 2 - BEMA found that the Sheriff's Office CFS processing times are excessive and their maximum time standards are too high, particularly for Priority One calls. Similarly situated 9-1-1 Centers in the San Francisco Bay Area generally strive for a processing time of 2:00 minutes for 90% of the highest priority calls they handle, which is one minute less than the accepted standard in Fresno County. In BEMA's experience, an average processing time for the highest priority calls should be in the range of 90 seconds, or half as long as the Fresno County's reported performance for 2017. BEMA recognizes that this finding affects the services provided to all Law Enforcement agencies being dispatched by the Sheriff's Office and is not isolated to the City.

- **RECOMMENDATION No. 1 - The City should share this finding with Sheriff's Office administration and suggest that they conduct a detailed work flow analysis of their Priority One Call-Taking process in an effort to reduce the time elapsed between 9-1-1 pickup and Law Enforcement notification (i.e., Dispatch).** Given that calls falling into this category are the most urgent and often times dangerous, "seconds really do matter."

Finding No. 3 - BEMA found that the Sheriff's Office CFS processing time for low priority calls (Priority 3) consumes nearly one half the total law enforcement response time. The recommendations to follow are designed to help to shorten the CFS processing times for Priority 3 calls¹⁶:

¹⁶ BEMA recognizes that in order to fully implement Recommendations 3, 4, and 5 the City Police Department will be required to create or modify current operating practices and/or procedures, provide appropriate training, purchase new equipment (ex: additional monitors), enforce beat unit compliance, and (potentially) modify remote connection software.

- RECOMMENDATION No. 2 – The City should suggest that the Sheriff's Office conduct a performance review to determine the level of compliance to SOP 403.2 which declares that “all calls shall be dispatched as soon as they are received if the beat unit is available.”
- RECOMMENATION No. 3 – The City should request that the Sheriff's Office modify current practices to allow Dispatchers to electronically ship (i.e., “dispatch”) a created Priority 3 CFS to a Parlier beat unit via MDC only (referred to as “silent dispatch”) even if the beat unit status is “unavailable”.
- RECOMMENDATION No. 4 - On-duty available beat units should routinely monitor the CODIS Pending Que in CAD and proactively assign themselves to a CFS in Parlier that is pending dispatch.
- RECOMMENDATION No. 5 – Unavailable beat units handling routine matters (report writing, in station status, etc.) should monitor both their MDC specific call que AND the CODIS Pending Que in CAD proactively.
- RECOMMENDATION No. 6 – City Police Department staff should visit the Sanger Police Department to determine the techniques they use to pro-actively monitor and self-assign their units to calls pending in the CODIS CAD Pending Que.

Reedley Police Department:

Finding No. 4 – BEMA found that the combined operations of both Reedley and Parlier Police Departments could be handled on a single radio channel.

Finding No. 5 – BEMA found that by combining dispatch operations with Reedley, the City could continue subscribing to the Sheriff's Office CAD, RMS, and MDC systems, thereby avoiding the one time cost to purchase and/or license these systems on their own.

- RECOMMENDATION No. 7 – Unless the Reedley Police Department requirements are modified as it relates to channel sharing, the City should no longer consider Reedley as an alternative dispatch service model.

Selma Police Department:

Finding No. 6 – BEMA found that combined operations of both Selma and Parlier Police Departments could be handled on a single radio channel.

Finding No. 7 – BEMA found that by combining dispatch operations with Selma, the City could continue subscribing to the Sheriff's Office RMS, and MDC systems thereby reducing the one time cost to purchase and/or license these systems on their own. The City would be required to purchase a CAD license through Selma from their current vendor (Motorola).

- **RECOMMENDATION No. 8 – Unless the Selma Police Department requirements are modified as it relates to channel sharing, the City should no longer consider Selma as a near term alternative dispatch service model¹⁷.**

Coalinga Police Department:

Finding No. 8 – BEMA found that the Coalinga Police requirements for a City dispatch model would include combining the operations of both departments on a radio single channel.

Finding No. 9 – Once combined on a single radio channel, and based upon the measurement elements available, BEMA found that the operations would be equally shared and the total Dispatcher workload to service both departments on a single radio channel would be manageable.

Finding No. 10 – BEMA found that by combining dispatch operations with Coalinga, the City could continue subscribing to the Sheriff's Office RMS systems, thereby reducing the one time cost to purchase and/or license this system on their own. The City would be required to purchase CAD and MDC licenses through Coalinga from their current vendor (RIMMS).

Finding No. 11 – Coalinga Police Department is the only agency licensed by the FCC to operate in the UHF Band, which should easily allow for expanded radio coverage for the City. While the

¹⁷ The Selma Police Department has plans to build a new, modern facility in the next 12-18 months. The preliminary design includes an expanded Dispatch Center with four (4) full Radio/9-1-1 Consoles with capability to expand services. If the City is unable to make adequate progress implementing the other RECOMMENDATIONS in this report by the time the new Selma facility is completed, it may wish to re-consider the Selma option to determine if channel restrictions are negotiable.

securing of UHF expansion could be easily implemented, the City would be required to purchase new dual band portable radios thereby increasing the one-time cost of combining with Coalinga.

- **RECOMMENDATION No. 9** – The City should enter into negotiations with the city of Coalinga to jointly develop draft services terms, detailed costs, operational and technical implementation steps, and cut-over time lines for presentation to both City Councils for consideration and approval.
- **RECOMMENDATION No. 10** - If the City secures contracted dispatch services with Coalinga, those services should include RMS as the RIMMS RMS system includes a Cannabis Licensing Module which is not part of the current Sheriff's system.

Livingston Police Department:

Finding No. 12 – BEMA found several concerning issues which create significant risk to the City when considering Livingston as a possible provider of dispatch services to the City.

- Patching a third channel via the Radio Console may be confusing for Officers and Dispatchers operating in three distinct regions and two different Counties.
- Any excess equipment and personnel capacity that Livingston may have had available appears to have been committed to Gustine.
- The requirement to add dedicated commercially leased radio circuits would require routing through several different telephone exchanges across two Counties, thereby increasing the likelihood of failure or disconnect.
- Department of Justice (DOJ) and California Law Enforcement System (CLETS) access is generally routed through the County, and it is an open question whether or not a Police Department in Merced County can provide full RMS services to a Police Department in Fresno County.
- The City could lose access to legacy CAD and RMS data stored in the Fresno County Sheriff's RMS after cut over.

Finding No. 13 – BEMA found that combining dispatch operations with the Livingston Police Department presented the most difficult and potentially insurmountable challenges.

- **RECOMMENDATION No. 11** – The Livingston Police Department should no longer be considered as an alternate dispatch model for the City.

Section Five: Conclusion

While the City of Parlier Police Department has been receiving contracted law enforcement dispatching services from the Fresno County Sheriff's Department at a reasonable cost, there are areas in which the service could be improved to support the City's efforts to increase the public's overall satisfaction in their Police Department services. To that end, the following recommendations should be immediately pursued by the City:

- The City should suggest that the Sheriff's Office conduct a detailed work flow analysis of their Priority One Call-Taking process in an effort to reduce the time elapsed between 9-1-1 pickup and Law Enforcement notification (i.e., Dispatch).
- The City should request a performance review to determine the level of compliance to Sheriff's Office SOP 403.2 which declares that "all calls shall be dispatched as soon as they are received if the beat unit is available."
- The City should request that the Sheriff's Office modify current practices to allow Dispatchers to electronically ship (i.e., "dispatch") a created Priority 3 CFS to Parlier beat units via MDC only (referred to as "silent dispatch") even if the beat unit status is "unavailable".

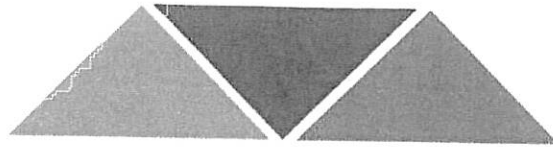
The City should pursue improvement locally by implementing Police Department supporting Policies and Procedures as soon as administratively possible that require:

- On-duty available beat units to routinely monitor the CODIS Pending Que in CAD and proactively assign themselves to a CFS in Parlier that is pending dispatch.
- On-duty beat units who are otherwise unavailable handling routine matters (report writing, in-station status, etc.) to monitor both their MDC specific call que AND the CODIS Pending Que in CAD proactively.

The City should also assign Police Department staff to visit the Sanger Police Department to determine the techniques they use to pro-actively monitor and self-assign their units to call pending in the CODIS Pending Que.

In addition to the above efforts designed to improve current dispatching services, the City should immediately enter into negotiations with the city of Coalinga to replace the current Sheriff's Office dispatching services with services provided by the Coalinga Police Department by:

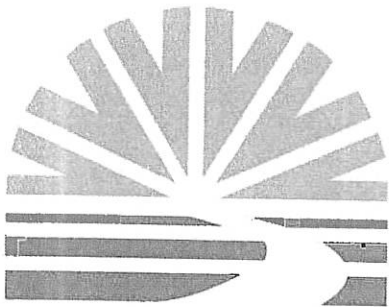
- Jointly developing draft service terms, detailed costs, operational and technical implementation steps, and cut-over time lines for presentation to both City Councils for consideration and approval.



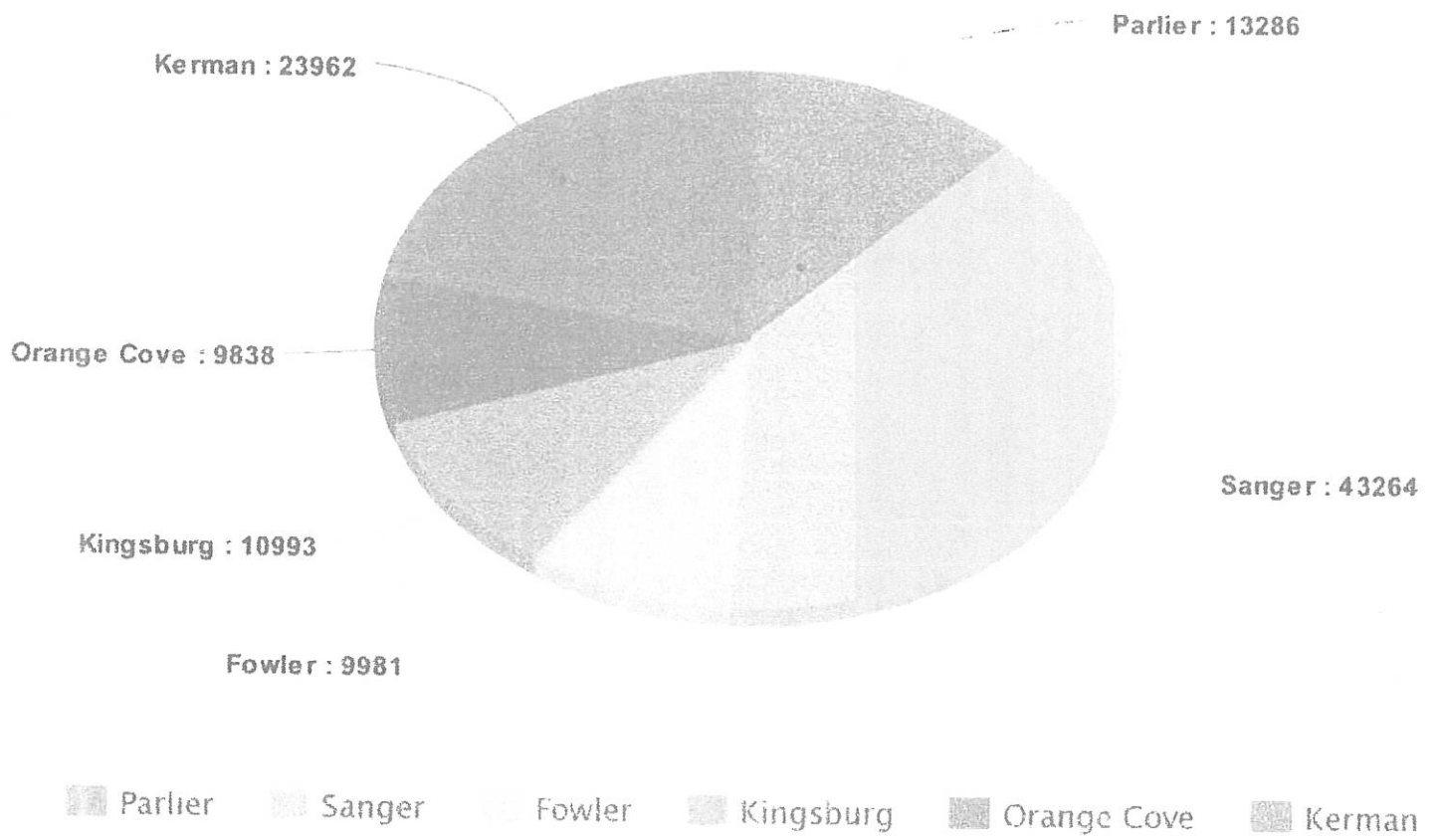
Belcher, Ehle, Medina & Associates, Inc.
"The Safety Solutions Company"

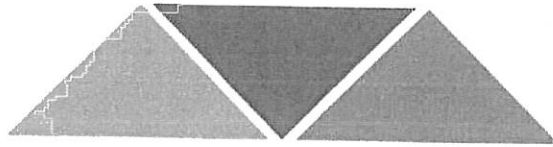
Attachment A

Fresno County Sheriff's Office Calls For Service Allied Agencies 2017



City of Porterville





Belcher, Ehle, Medina & Associates, Inc.
"The Safety Solutions Company"

Attachment B

**Second Amendment to Dispatch
Services Agreement
between
City of Parlier and Fresno County**



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THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 14th day of December 2017, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and City of Parlier, a CITY, whose address is 8770 S. Mendocino Avenue, Parlier, CA 93630, (hereinafter "CITY").

WITNESSETH:

WHEREAS, COUNTY and CITY entered into Agreement number 15-560, dated November 3, 2015 (hereinafter "Agreement"), pursuant to which CITY agreed to contract with COUNTY for the performance of law enforcement dispatch services/9-1-1 answering responsibilities for CITY by COUNTY's Sheriff-Coroner's Office ("Sheriff") and First Amendment to Agreement 15-560, dated July 1, 2016, extending the term of Agreement 15-560 and changing the compensation to be paid by CITY beginning July 1, 2016 (Agreement 15-560 and First Amendment to Agreement 15-560, together, shall be referred to herein as "the Agreement"); and

WHEREAS, COUNTY and CITY now desire to amend the Agreement to extend the term of the agreement and change the compensation to be paid by CITY beginning July 1, 2017.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CITY agree as follows:

1. Section 3 of the Agreement, located on page 2, lines 14 through 15, is deleted in its entirety and replaced with the following:

"This Agreement shall become effective on the 1st day of July, 2015 and shall terminate on the 30th day of June, 2018."

1 2. Amended Exhibit A of the Agreement is deleted in its entirety and replaced with
2 Amended Exhibit A-2, which is attached hereto and incorporated herein by
3 reference. All references to Amended Exhibit A in the Agreement are amended to
4 state "Amended Exhibit A-2."

5 COUNTY and CITY agree that this Second Amendment is sufficient to amend the
6 Agreement and, that upon execution of this Second Amendment, the Agreement, First
7 Amendment and this Second Amendment together shall be considered the Agreement.

8 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
9 covenants, conditions and promises contained in the Agreement and not amended herein
10 shall remain in full force and effect.

11 This Second Amendment shall be effective July 1, 2017.

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1 This Second Amendment is hereby executed by the parties hereto.

2 CITY OF PARLIER

COUNTY OF FRESNO

3 
4 (Authorized Signature)

Sal Quintero, Chairman of the
Board of Supervisors of the County of Fresno

5 Samuel A. Escobar, City Manager
6

7 Mailing Address

8 City of Parlier
9 1100 E. Parlier Avenue
Parlier, CA 93648

ATTEST:

Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

10
11 By: _____
12 Deputy
13
14

15 FOR ACCOUNTING USE ONLY:

ORG No.: 31113320

Account No.: 4975

16 Requisition No.: N/A
17
18
19
20
21
22
23
24

Amended Exhibit A-2

The COUNTY agrees to perform contracted services for the CITY at the rate specified below per resident of the CITY (as determined by the State Department of Finance certified population estimate as of January 1st of that year) for each year of this Agreement.

Monthly Charge for FY 2015-16 (July 1, 2015-June 30, 2016) (hereinafter the "2015-2016 Monthly Charge"): \$18,378.16/month. The methodology to calculate this amount is as follows:

Per resident charge = \$14.61 (100% of \$14.61 per resident)

Number of residents in CITY (as determined by State Department of Finance certified population estimate as of January 1, 2015) = 15,095

2015-2016 Monthly Charge = $(\$14.61/\text{resident} \times 15,095 \text{ residents})/12 \text{ months} =$
\$18,378.16/month

Monthly Charge for FY 2016-17 (July 1, 2016-June 30, 2017) (hereinafter the "2016-2017 Monthly Charge"): \$18,743.41/month. The methodology to calculate this amount is as follows:

Per resident charge = \$14.61 (100% of \$14.61 per resident)

Number of residents in CITY (as determined by State Department of Finance certified population estimate as of January 1, 2016) = 15,395

2016-2017 Monthly Charge = $(\$14.61/\text{resident} \times 15,395 \text{ residents})/12 \text{ months} =$
\$18,743.41/month

Monthly Charge for FY 2017-18 (July 1, 2017-June 30, 2018) (hereinafter the "2017-2018 Monthly Charge") are split due to Board's late approval of Master Schedule of Fees (MSF) on October 17, 2017 and reflect the new MSF rates effective December 1, 2017. The methodology to calculate these amounts are as follows:

(July 1, 2017-November 30, 2017)

Per resident charge = \$14.61 (100% of \$14.61 per resident)

Number of residents in CITY (as determined by State Department of Finance certified population estimate as of January 1, 2017) = 15,500

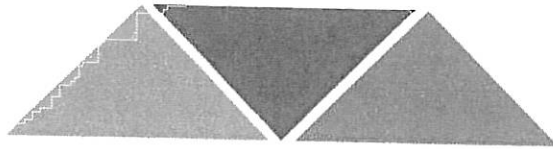
2017-2018 Monthly Charge = $(\$14.61/\text{resident} \times 15,500 \text{ residents})/12 \text{ months} =$
\$18,371.25/month.

(December 1, 2017-June 30, 2018)

Per resident charge = \$14.75 (100% of \$14.75 per resident)

Number of residents in CITY (as determined by State Department of Finance certified population estimate as of January 1, 2017) = 15,500

2017-2018 Monthly Charge = $(\$14.75/\text{resident} \times 15,500 \text{ residents})/12 \text{ months} =$
\$19,052.08/month.



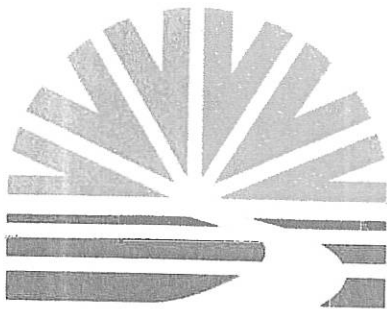
Belcher, Ehle, Medina & Associates, Inc.

"The Safety Solutions Company"

Attachment C

Fresno County Sheriff's Office

**Proposed Dispatcher Rates
2016-2017**



SHERIFF DEPARTMENT
PROPOSED DISPATCHER RATES
ISCAL YEAR 2016-17

Communications Dispatcher I (Step 3)

Base Salary	37,035.90
Total Regular Salary	37,035.90
Benefits:	
OASDI	2,833.25
Retirement	16,921.70
Insurance	6,342.30
Total Benefits	26,097.25
Additional Benefits	
Workers Camp, Unemployment and Benefits Admin	6,388.44
Total Salary & Benefits	69,521.59

Communications Dispatcher II (Step 3)

Base Salary	39,906.90
Total Regular Salary	39,906.90
Benefits:	
OASDI	3,052.88
Retirement	18,233.48
Insurance	6,342.30
Total Benefits	27,628.64
Additional Benefits	
Workers Camp, Unemployment and Benefits Admin	6,388.44
Total Salary & Benefits	73,923.98

Communications Dispatcher III (Step 3)

Base Salary	43,117.20
Total Regular Salary	43,117.20
Benefits:	
OASDI	3,298.47
Retirement	19,700.25
Insurance	6,342.30
Total Benefits	29,341.01
Additional Benefits	
Workers Camp, Unemployment and Benefits Admin	6,388.44
Total Salary & Benefits	78,846.65

Communications Dispatcher Specialist (Step 3)

Base Salary	46,353.60
Total Regular Salary	46,353.60
Benefits:	
OASDI	3,546.05
Retirement	21,178.86
Insurance	6,342.30
Total Benefits	31,067.31
Additional Benefits	
Workers Camp, Unemployment and Benefits Admin	6,388.44
Total Salary & Benefits	83,809.35

Total FY 16-17 budget

Position	Total Cost
Communications Dispatcher I	9 625,694.26
Communications Dispatcher II	6 443,543.86
Communications Dispatcher III	17 1,340,393.05
Communications Dispatcher Specialist	8 670,474.77
S&B	3,080,105.94
S&S	218,805.84
ICRP 9.69%	298,462.27
Total Cost	3,597,374.05

Acc Based on FY 16-17 Rates

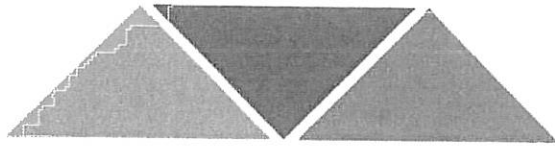
6350 Unemployment Ins.	44.74
6550 Workers Comp	6,195.99
6670 Benefits Admin	147.70
Total	6,388.44

Expenditures + Encumbrances

Fowler population	5,957
Kerman population	14,314
Orange Cove	8,358
Parlier population	15,085
Sanger population	25,128
San Joaquin population	4,041
Unincorporated	170,459
Total	244,352

Cost per capita

14.72

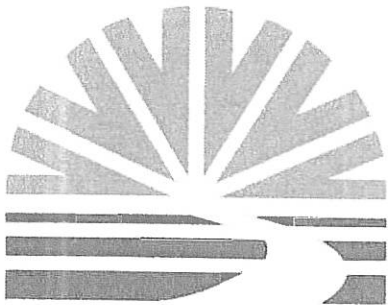


Belcher, Ehle, Medina & Associates, Inc.
"The Safety Solutions Company"

Attachment D

Fresno County Sheriff's Office

**Standard Operating Procedure
403**

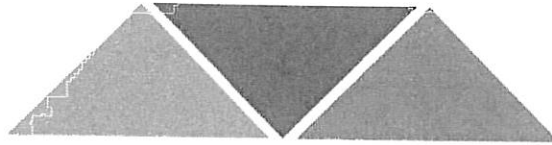


**Fresno County Sheriff-Coroner Office
Parlier Police Department
2017 CAD / QUE Stats**

Standard Operating Procedure for Fresno Sheriff-Coroner Enforcement Staff

403.0 Communications Priority System

- .1 All dispatchers will be aware of the Fresno County Sheriff Office Call Type Priority System, and how long calls may hold in Que prior to appropriate notifications.
 - A. Priority one call types including calls with suspects in custody and just occurred felony crimes may be held for dispatching no longer than three minutes before appropriate notification is made, of the call holding over que time.
 - B. Priority two call types may be held for dispatching no longer than twenty minutes before appropriate notification is made, of the call holding over que time.
 - A. Priority three call types may be held for dispatching no longer than one hundred and eighty minutes before appropriate notification is made, of the call holding over que time.
 - D. Priority four call types. A call can be downgraded to priority four, if the call can be handle telephonically. Priority four calls may be held by dispatch for no more than 24 hours.
- .2 All calls shall be dispatched as soon as they are received if the beat unit is available. Appropriate notification will be made any time a call for service with suspicious circumstances is received and the beat unit will be unavailable for an extended period of time.
- .3 When a channel is C33 and a priority one call is received, the unit who shall be responding to the priority one call, will be told to switch to another channel for priority one dispatch as soon as the call is received.
 - A. If all units are on one channel and staffing permits, the channels shall be split, until a C4 is issued. If staffing does not permit another channel, the Watch Commander shall be notified by the Supervising Dispatcher. If the call is not dispatched within the required time limit, a notation will be entered into the call, and a copy will be forwarded to the Unit Commander.



Belcher, Ehle, Medina & Associates, Inc.

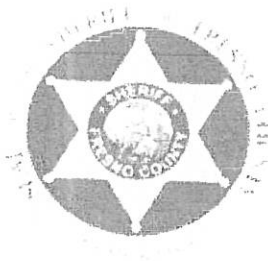
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Attachment E

Fresno County Sheriff's Office

**2017 CAD/QUE Stats for
City of Parlier**





Fresno County Sheriff-Coroner Office
Parlier Police Department
2017 CAD / QUE Stats

Margaret Mims
Sheriff-Coroner

Parlier Police Department

Stats full year: December 13 2016 to December 13 2017

Total public initiated calls for service:

4,550

Total priority 1 calls for service:

866

Average dispatch time from receipt of 911 call to unit dispatch:

2.98 minutes

Average patrol response time:

7.89 minutes

Total average time from receipt of call to arrival of unit:

10.87 minutes

Total priority 2 calls for service:

2,642

Average dispatch time from entry of call for service to unit dispatch:

9.87 minutes

Average patrol response time:

18.13 minutes

Total average time from entry of call to arrival of unit:

28 minutes

Total priority 3 calls for service:

1,042

Average dispatch time from entry of call for service to unit dispatch:

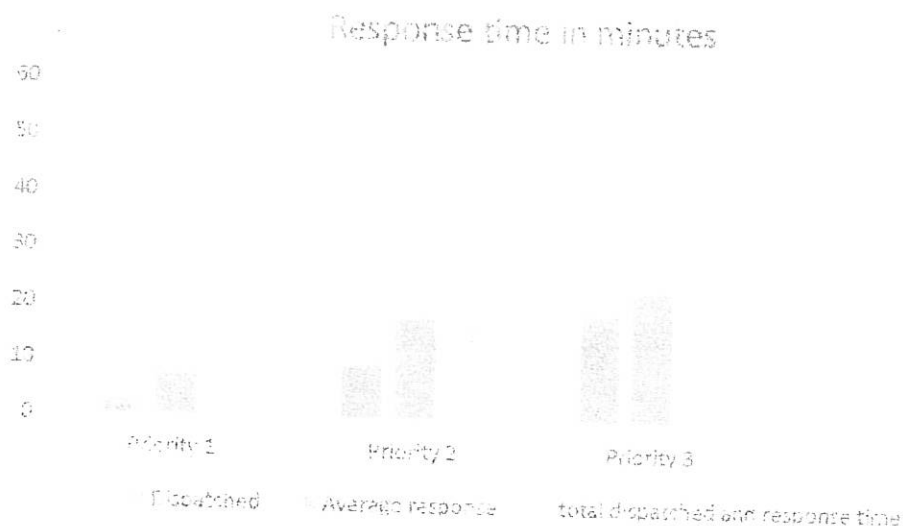
19.29 minutes

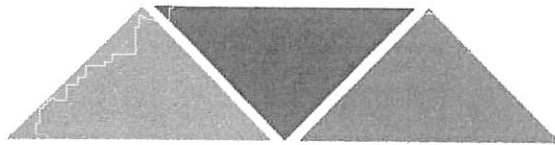
Average patrol response time:

23.49 minutes

Total average time from entry of call to arrival of unit:

42.78 minutes





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"The Safety Solutions Company"

Attachment F

Reedley Police Department

FCC Licenses



REFERENCE COPY

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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: COOK'S COMMUNICATIONS CORP

**COOK'S COMMUNICATIONS CORP
160 N BROADWAY
FRESNO, CA 93701**

Call Sign WPUJ775	File Number
Radio Service IK - Industrial/Business Pool - Commercial, Conventional	
Regulatory Status CMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0001634906

Grant Date 03-19-2002	Effective Date 03-19-2002	Expiration Date 03-19-2012	Print Date
---------------------------------	-------------------------------------	--------------------------------------	-------------------

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

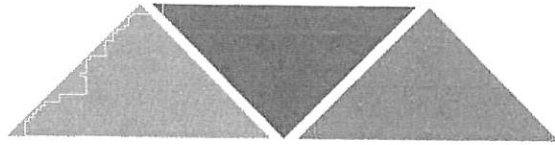
- Loc. 1** Address: 675 W. MANNING AVE.
City: REEDLEY County: FRESNO State: CA
Lat (NAD83): 36-36-12.0 N Long (NAD83): 119-27-23.0 W ASR No.: 1058272 Ground Elev: 106.4
- Loc. 2** Area of operation
Operating within a 32.0 km radius around fixed location 1
- Loc. 3** Area of operation
Land Mobile Control Station meeting the 6.1 Meter Rule: CA

Antennas

Loc	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000153.12500000	FB6C	1		20K0F3E	60.000	120.000	81.1	86.5	03-19-2003
2	1	000153.12500000	MO6	60		20K0F3E	45.000	45.000			03-19-2003
2	1	000160.15500000	MO6	60		20K0F3E	45.000	45.000			03-19-2003

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

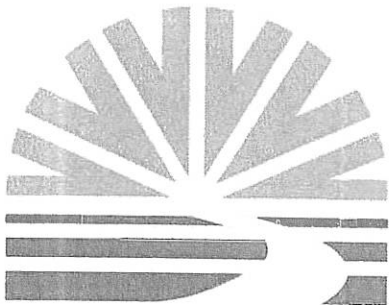


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"The Safety Solutions Company"

Attachment G

Selma Police Department

FCC Licenses



REFERENCE COPY

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**Federal Communications Commission
Public Safety and Homeland Security Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: SELMA, CITY OF, POLICE DEPARTMENT

ATTN: MYRON DYCKS
SELMA, CITY OF, POLICE DEPARTMENT
1935 E. FRONT STREET
SELMA, CA 93662

Call Sign KME579	File Number 0006919213
Radio Service PW - Public Safety Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0007373285

Grant Date 08-19-2015	Effective Date 08-19-2015	Expiration Date 10-26-2025	Print Date 08-19-2015
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1 Area of operation**
Land Mobile Control Station meeting the 6.1 Meter Rule: CA
- Loc. 2 Area of operation**
Other: VIC: SELMA & KINGSBURG CA
- Loc. 3 Address:** 1935 E FRONT ST
City: SELMA **County:** FRESNO **State:** CA
Lat (NAD83): 36-34-02.8 N **Long (NAD83):** 119-36-45.5 W **ASR No.:** **Ground Elev:** 94.0

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000156.15000000	FX1	1		11K2F3E	40.000	40.000			
2	1	000155.13000000	MO	60		11K2F3E	40.000	40.000			
2	1	000156.15000000	MO	60		11K2F3E	40.000	40.000			
2	1	000158.85000000	MO	60		11K2F3E	40.000	40.000			10-08-2015

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: SELMA, CITY OF, POLICE DEPARTMENT

Call Sign: KME579

File Number: 0006919213

Print Date: 08-19-2015

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
2	1	000154.72500000	MO	60		11K2F3E	40.000	40.000			10-08-2015
3	1	000155.13000000	FB	1		11K2F3E	40.000	40.000	23.0	-58.0	
3	2	000154.72500000	FB	1		11K2F3E	60.000	100.000	30.0	-51.0	10-08-2015
3	2	000154.72500000	FB2	1		11K2F3E	60.000	100.000	30.0	-51.0	10-08-2015

Control Points

Control Pt. No. 1

Address: 1300 California St

City: KINGSBURG **County:** FRESNO **State:** CA **Telephone Number:** (559)897-2931

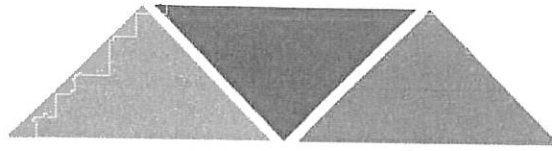
Associated Call Signs

<NA>

Waivers/Conditions:

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

FB & FX1 ERP LIMITED TO 40 WATTS.

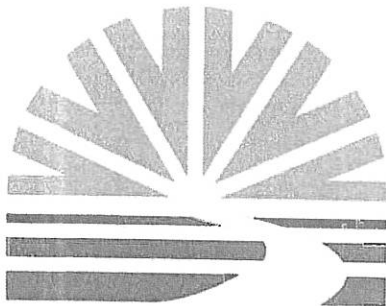


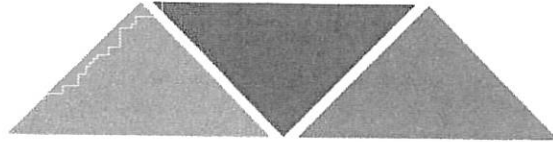
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"The Safety Solutions Company"

Attachment H

Coalinga Police Department

FCC Licenses





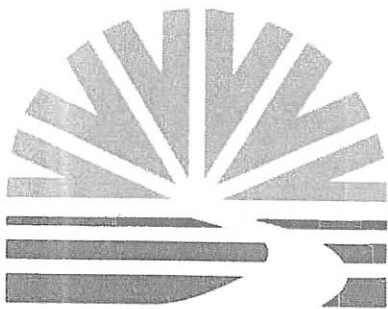
Belcher, Ehle, Medina & Associates, Inc.

"The Safety Solutions Company"

Attachment I

Livingston Police Department

FCC Licenses



CITY OF LIVINGSTON



Federal Communications Commission
Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: LIVINGSTON, CITY OF

ATTN: POLICE DEPT
LIVINGSTON, CITY OF
PO BOX 308
LIVINGSTON, CA 95334-0308

Call Sign KMH518	File Number 0006789385
Radio Service PW - Public Safety Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0010654879

Grant Date 05-18-2015	Effective Date 05-18-2015	Expiration Date 05-16-2025	Print Date 05-19-2015
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1 Address: 1446 C ST
City: LIVINGSTON County: MERCED State: CA
Lat (NAD83): 37-23-05.8 N Long (NAD83): 120-43-25.7 W ASR No.: N/A Ground Elev: 17.0
- Loc. 2 Area of Operation
Operating within a 13.0 km radius around fixed location 1
- Loc. 3 Address: FOSTER FARMS PLANT
City: LIVINGSTON County: MERCED State: CA
Lat (NAD83): 37-24-27.3 N Long (NAD83): 120-44-49.1 W ASR No.: Ground Elev: 39.0
- Loc. 4 Area of Operation
Operating within a 15.0 km radius around fixed location 3

Antennas

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000154.89000000	FB	1		11K2F1D 11K2F3E	75.000	90.000	18.0	-28.0	
1	1	000155.68500000	FB2	1		11K2F1D 11K2F3E	75.000	90.000	18.0	-28.0	

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: LIVINGSTON, CITY OF
Call Sign: KMH518

File Number: 0006789385

Print Date: 05-19-2015

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000155.68500000	FB	1		11K2F1D 11K2F3E	75,000	90,000	18.0	-28.0	
2	1	000154.89000000	MO	40		11K2F1D 11K2F3E	25,000	25,000			
2	1	000155.68500000	MO	40		11K2F1D 11K2F3E	25,000	25,000			
2	1	000158.98500000	MO	40		11K2F1D 11K2F3E	25,000	25,000			
3	1	000155.68500000	FB2	1		11K2F1D 11K2F3E	75,000	0 080	45.7	-48.6	05-10-2013
4	1	000155.68500000	MO	40		11K2F1D 11K2F3E	25,000	25,000			05-10-2013
4	1	000158.98500000	MO	40		11K2F1D 11K2F3E	25,000	25,000			05-10-2013

Control Points

Control Pt. No. 1

Address: 1446 C ST

City: LIVINGSTON

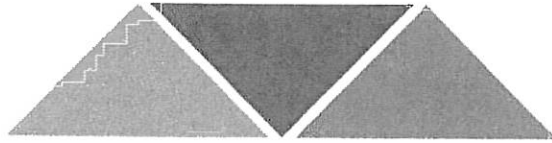
County: MERCED

State: CA

Telephone Number: (209)394-7916

Waivers/Conditions:

This authorization is granted in part to remove emission types which do not comply with Rule 90.209. Please review Public Notice DA 14-281 for further information.



Belcher, Ehle, Medina & Associates, Inc.
"The Safety Solutions Company"

Attachment J

City Council Presentation

March 8, 2018



Assessment of Law Enforcement Dispatch Services and Alternate Models for the City of Parlier

March 8, 2018

Richard Ehle
Michael J. McDougall

BEMA, Inc.

Topics of Discussion

- ▶ Introduction and Project Scope
- ▶ Sheriff's Office Dispatch Assessments
- ▶ Consideration of Alternate Dispatch Models
 - Reedley Police
 - Selma Police
 - Coalinga Police
 - Livingston Police
- ▶ Recommendations
- ▶ Conclusions and Next Steps

BEMA, Inc.

Introduction and Scope

- City of Parlier Police Department
 - 15,179 residents
 - Fifteen (15) Sworn Officers
 - 13,286 CFS annually
- Dispatch Services contracted with FCSO
 - PSAP, radio dispatching, call processing
 - Mobile Radio and Data Computer connectivity
 - Relieves City of needed infra-structure
 - RMS system provided via subscription
 - \$240,000 per year, +/-

BEMA, Inc.

Introduction and Scope

- City Concerns regarding Dispatch Services
 - Costs are rising
 - CFS processing may be delayed
 - Lack of User forum for local concerns
 - Rigid SO Policies inhibit City ability to set service levels (Measure Q)
- BEMA's Scope:
 - High-level assessment of SO Dispatch
 - Survey surrounding Cities as potential contractors:
 - Determine level of interest (if any)
 - Identify feasibility, risks, opportunities and costs if services were moved to an interested city in the region
 - Interviews and site Visits, research and expertise

BEMA, Inc.

Sheriff's Office Dispatch

- Serves 244,352 residents
 - 73,893 via contract (CODIS)
- Handles 290,344 CFS annually
 - Five Dispatch Service Areas
 - 7-9 on-duty Dispatchers
- Charges for Contracted Dispatch Services
 - Total Budget/Total Population = Cost per capita
 - \$14.75 per capita (\$19,052 per mo.)
 - Based on mid-range Dispatcher salary
 - \$500 per month RMS subscription fee

BEMA, Inc.

Sheriff's Office Dispatch

- BEMA Finding #1 – Charges for Dispatch Services are reasonable
 - Covers the cost of 2.5 FTE
 - Could be 20% higher using top salary range
 - Relieves City of one-time/on-going RF, MDC costs
- Pending Queue/CFS Performance (Highest Priority)
 - SOP 403 establishes Priority CFS system, time standards
 - Priority One – In-progress, felony, safety concerns
 - Processing Standard = 3 minutes from receipt to LE notification
 - 2017 Performance = 2:59 average for Parlier

BEMA, Inc.

Sheriff's Office Dispatch

- BEMA Finding #2 – Priority One CFS Processing times are excessive and standards too low
 - Bay Area strives for 90% under 2:00 mins.
 - Acceptable averages 90 seconds, ½ of current
 - Affects all services provided, not just Parlier
- Pending Que/CFS Performance (Low Priority)
 - SOP 403 directs Dispatchers to notify ("dispatch") available beat units to calls immediately
 - Priority Three – Lower priority
 - Processing Standard = 20 minutes from receipt to LE notification
 - 2017 Performance = 19:16 average for Parlier

BEMA, Inc.

Sheriff's Office Dispatch

- BEMA Finding #3 – CFS Processing times for low priority calls consume nearly half of the total law enforcement response time
 - SOP 403 may not be followed or enforced
 - City beat units may be unavailable more often than expected
 - SO practices do not support electronic only CFS shipment ("Silent Dispatching")
 - Not all beat units have MDC
 - City beat units do not "self assign" from CODIS pending que (Sanger PD example)

BEMA, Inc.

Reedley Police Department

- Six miles from Parlier
- 25,562 residents
- Thirty (30) Sworn Officers
- 18,972 CFS annually
- Dispatch Services
 - Six (6.0 FTE) Dispatchers, supplemented by Supvs.
 - 2 Radio Consoles, only 1 with 9-1-1
 - 2-7 units on duty
 - Subscribes to SO CAD, RMS and MDC systems
 - RF capable of coverage with minor improvements

BEMA, Inc.

Reedley Police Department

- Reedley requirements:
 - Separate RF Channel
 - Negative experience with channel combining
 - Add three (3.0) to four (4.0) FTE Dispatchers
 - Total Combined Service Area:
 - Population = 40,741
 - On-duty beat unit = 4 to 11
 - Annual CFS = 32,258
 - Costs:
 - On-going annually = \$283,000 – \$380,000
 - One-time = \$25,000 – \$35,000
 - Implement new RF for City, could be challenging...

BEMA, Inc.

Reedley Police Department

- BEMA Finding #4 – Combined operations of both departments could be handled on a single RF channel
 - Several mid-size Police Departments currently operating on a single radio channel without difficulty (Tracy PD, etc.)
- BEMA Finding #5 – Contracting with Reedley could allow continued subscription to SO CAD and MDC systems
 - Reduces one-time costs

BEMA, Inc.

Selma Police Department

- Eight miles from Parlier
- 24,597 residents
- Thirty-Three (33) Sworn Officers
- 27,382 CFS annually
- Dispatch Services
 - Seven (7.0 FTE) Dispatchers, currently at 5
 - 2 full Radio and 9-1-1 Consoles (plans to add...)
 - 4-5 units on duty
 - Subscribes to SO RMS, has own CAD and MDC systems (Motorola)
 - RF capable of coverage with minor improvements

BEMA, Inc.

Selma Police Department

- Selma requirements:
 - Separate RF Channel
 - Concerns regarding channel combining
 - Add four (4.0) FTE Dispatchers
 - Total Combined Service Area:
 - Population = 39,776
 - On-duty beat unit = 7 to 11
 - Annual CFS = 40,668
 - Costs:
 - On-going annually = \$388,000 - \$400,000
 - One-time = \$75,000 - \$110,000
 - Includes new RF for City and CAD License, etc.

BEMA, Inc.

Selma Police Department

- BEMA Finding #6 – Combined operations of both departments could be handled on a single RF channel
 - Several mid-size Police Departments currently operating on a single radio channel without difficulty (Tracy PD, etc.)
- BEMA Finding #7 – Contracting with Selma could allow continued subscription to SO RMS and MDC systems
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BEMA, Inc.

Coalinga Police Department

- Seventy miles (70) from Parlier
- 16,598 residents
- Sixteen (16) Sworn Officers
- 14,862 CFS annually
- Dispatch Services
 - Five (5.0 FTE) Dispatchers, 2 PT Extra Help
 - 2 full Radio and 9-1-1 Consoles
 - 2-4 units on duty
 - Operates their own RMS, CAD and MDC systems (RIMMS)
 - RF would require expansion to cover Parlier

BEMA, Inc.

Coalinga Police Department

- Coalinga requirements:
 - Combine operations on single RF Channel
 - Existing capacity could be leveraged
 - Add one (1.0) FTE Dispatcher
 - Total Combined Service Area:
 - Population = 31,777
 - On-duty beat unit = 4 to 7
 - Annual CFS = 28,148
 - Costs:
 - On-going annually = \$106,000
 - One-time = \$285,000
 - Includes expanding RF, portable replacement, CAD, MDC, and RMS Licenses, etc.

BEMA, Inc.

Coalinga Police Department

- BEMA Finding #8 – Combined operations of both departments could be handled on a single RF channel
- BEMA Finding #9 – Once combined, and based upon measuring elements available, operations would be equally shared and the total Dispatcher workload would be manageable

BEMA, Inc.

Coalinga Police Department

- BEMA Finding #10 – Combined operations with Coalinga would still allow subscription to the SO RMS system.
 - Not recommended...
- BEMA Finding #11 – Coalinga is the only agency licensed by the FCC to operate in the UHF Band
 - Should be easily expanded vs. VHF Band
 - Increases City one-time costs to replace portables

BEMA, Inc.

Livingston Police Department

- Ninety miles (90) from Parlier in Merced County
 - Also provides contract dispatch service to Gustine PD
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- Twenty (20) Sworn Officers, 31 total
- 27,062 CFS annually, 40,973 total
- Dispatch Services
 - Six (6.0 FTE) Dispatchers, supplemented
 - 2 full Radio and 9-1-1 Consoles
 - 3-5 units on duty
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 - RF could not service Parlier

BEMA, Inc.

Livingston Police Department

- Livingston requirements:
 - Patch new City RF at the Radio Console
 - Combining 3 PDs and 3 RFs to act as one
 - Add one (1.0) FTE Dispatcher (CM) – Add three (3.0) FTE Dispatchers (PD)
 - Total Combined Service Area (three cities):
 - Population = 56,152
 - On-duty beat unit = 5 to 10
 - Annual CFS = 34,627
- Costs:
 - On-going annually = \$118,000 – \$305,000
 - One-time = \$250,000
 - Includes CAD, MDC, and RMS Licenses, 1 Full Radio/9-1-1 Console, New RF for City

BEMA, Inc.

Livingston Police Department

- BEMA Finding #12 – There are several areas of concern/risk to the City in considering Livingston as a dispatch service provider:
 - Three Channel patching...
 - Excess capacity committed to Gustine...
 - Commercial RF circuit connections, 2 Counties...
 - DOJ/CLETS access an open question...
 - Legacy CAD and RMS data access...
- BEMA Finding #13 – Combining with Livingston presents most difficult challenges

BEMA, Inc.

Recommendations

- No. 1 – City should suggest that the SO conduct a work flow analysis of their Priority One call-taking process in an effort to reduce the time elapsed between 9-1-1 pickup and LE notification (i.e., dispatch).
- No. 2 – City should suggest that the SO conduct a performance review to determine the level of compliance to SOP 403 (all calls dispatched as soon as received to available beat units)

BEMA, Inc.

Recommendations

- No. 3 – The City should request the SO modify current practices to allow Dispatchers to electronically ship (i.e., dispatch) a created Priority 3 CFS to a Parlier beat unit via MDC only ("Silent Dispatch"), even if the beat unit is "unavailable"
- No. 4 – On-duty available beat units should routinely monitor the CODIS Pending Que in CAD and proactively assign themselves to a CFS in Parlier that is pending dispatch

BEMA, Inc.

Recommendations

- No. 5 – Unavailable beat units handling routine matters such as report writing, etc. should monitor both their MDC specific call que AND the CODIS Pending que in CAD proactively
- No. 6 – City Police Department staff should visit the Sanger Police Department to determine the techniques they use to proactively monitor and self-assign units to calls pending in the CODIS CAD pending que

BEMA, Inc.

Recommendations

- No. 7 and No. 8 – Unless the Police Departments in both Selma and Reedley modify their requirements as it relates to channel sharing, the City should no longer consider either of them as an alternative dispatch service model
- No. 11 – The Livingston Police Department should no longer be considered as an alternate dispatch service model for the City

BEMA, Inc.

Recommendations

- No. 9 – The City should enter into negotiations with the city of Coalinga to jointly develop draft service terms, detailed costs, operational/technical implementation steps, and cut-over timelines for presentation to both City Councils for consideration and approval
- No. 10 – If the City secures contracted dispatch services with Coalinga, those services should include RMS
 - System includes Cannabis Licensing module...

BEMA, Inc.

Conclusions

- The City is receiving dispatching services from the Sheriff's Office at a reasonable price, yet there appears to be room for service improvements
- Immediate (short term) Next Steps to include:
- The City should suggest that Sheriff's Office dispatching services be studied in a effort to:
 - improve call processing times
 - determine compliance to SOP 403
 - explore Silent Dispatch options
- The City should pursue improvement locally by implementing supporting policies and procedures requiring beat units to proactively monitor CODIS and other Call Ques and assign themselves to pending calls as appropriate

BEMA, Inc.

Conclusions

- Longer Term Next Steps should be to explore contracting for dispatch services (including CAD/MDC and RMS) with the City of Coalinga by:
 - Beginning negotiations with the city of Coalinga to jointly develop draft service terms, detailed costs, operational/technical implementation steps, and cut-over timelines for presentation to both City Councils for consideration and approval

BEMA, Inc.

Conclusions

- Questions?
- Thank you for this opportunity!
 - Richard Ehle
 - Michael McDougall

BEMA, Inc.

Assessment of Law Enforcement Dispatch Services and Alternate Models for the City of Parlier

March 8, 2018

Richard Ehle
Michael J. McDougall

BEMA, Inc.

Topics of Discussion

- ▶ Introduction and Project Scope
- ▶ Sheriff's Office Dispatch Assessments
- ▶ Consideration of Alternate Dispatch Models
 - Reedley Police
 - Selma Police
 - Coalinga Police
 - Livingston Police
- ▶ Recommendations
- ▶ Conclusions and Next Steps

BEMA, Inc.

Introduction and Scope

- City of Parlier Police Department
 - 15,179 residents
 - Fifteen (15) Sworn Officers
 - 13,286 CFS annually
- Dispatch Services contracted with FCSO
 - PSAP, radio dispatching, call processing
 - Mobile Radio and Data Computer connectivity
 - Relieves City of needed infra-structure
 - RMS system provided via subscription
 - \$240,000 per year, +/-

BEMA, Inc.

Introduction and Scope

- City Concerns regarding Dispatch Services
 - Costs are rising
 - CFS processing may be delayed
 - Lack of User forum for local concerns
 - Rigid SO Policies inhibit City ability to set service levels (Measure Q)
- BEMA's Scope:
 - High-level assessment of SO Dispatch
 - Survey surrounding Cities as potential contractors:
 - Determine level of interest (if any)
 - Identify feasibility, risks, opportunities and costs if services were moved to an interested city in the region
 - Interviews and site Visits, research and expertise

BEMA, Inc.

Sheriff's Office Dispatch

- Serves 244,352 residents
 - 73,893 via contract (CODIS)
- Handles 290,344 CFS annually
 - Five Dispatch Service Areas
 - 7-9 on-duty Dispatchers
- Charges for Contracted Dispatch Services
 - Total Budget/Total Population = Cost per capita
 - \$14.75 per capita (\$19,052 per mo.)
 - Based on mid-range Dispatcher salary
 - \$500 per month RMS subscription fee

BEMA, Inc.

Sheriff's Office Dispatch

- BEMA Finding #1 – Charges for Dispatch Services are reasonable
 - Covers the cost of 2.5 FTE
 - Could be 20% higher using top salary range
 - Relieves City of one-time/on-going RF, MDC costs
- Pending Que/CFS Performance (Highest Priority)
 - SOP 403 establishes Priority CFS system, time standards
 - Priority One – In-progress, felony, safety concerns
 - Processing Standard = 3 minutes from receipt to LE notification
 - 2017 Performance = 2:59 average for Parlier

BEMA, Inc.

Sheriff's Office Dispatch

- BEMA Finding #2 – Priority One CFS Processing times are excessive and standards too low
 - Bay Area strives for 90% under 2:00 mins.
 - Acceptable averages 90 seconds, ½ of current
 - Affects all services provided, not just Parlier
- Pending Que/CFS Performance (Low Priority)
 - SOP 403 directs Dispatchers to notify ("dispatch") available beat units to calls immediately
 - Priority Three – Lower priority
 - Processing Standard = 20 minutes from receipt to LE notification
 - 2017 Performance = 19:16 average for Parlier

BEMA, Inc.

Sheriff's Office Dispatch

- BEMA Finding #3 – CFS Processing times for low priority calls consume nearly half of the total law enforcement response time
 - SOP 403 may not be followed or enforced
 - City beat units may be unavailable more often than expected
 - SO practices do not support electronic only CFS shipment ("Silent Dispatching")
 - Not all beat units have MDC
 - City beat units do not "self assign" from CODIS pending que (Sanger PD example)

BEMA, Inc.

Reedley Police Department

- Six miles from Parlier
- 25,562 residents
- Thirty (30) Sworn Officers
- 18,972 CFS annually
- Dispatch Services
 - Six (6.0 FTE) Dispatchers, supplemented by Supvs.
 - 2 Radio Consoles, only 1 with 9-1-1
 - 2-7 units on duty
 - Subscribes to SO CAD, RMS and MDC systems
 - RF capable of coverage with minor improvements

BEMA, Inc.

Reedley Police Department

- Reedley requirements:
 - Separate RF Channel
 - Negative experience with channel combining
 - Add three (3.0) to four (4.0) FTE Dispatchers
 - Total Combined Service Area:
 - Population = 40,741
 - On-duty beat unit = 4 to 11
 - Annual CFS = 32,258
 - Costs:
 - On-going annually = \$283,000 - \$380,000
 - One-time = \$25,000 - \$35,000
 - Implement new RF for City, could be challenging...

BEMA, Inc.

Reedley Police Department

- BEMA Finding #4 - Combined operations of both departments could be handled on a single RF channel
 - Several mid-size Police Departments currently operating on a single radio channel without difficulty (Tracy PD, etc.)
- BEMA Finding #5 - Contracting with Reedley could allow continued subscription to SO CAD and MDC systems
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BEMA, Inc.

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BEMA, Inc.

Conclusions

- Questions?
- Thank you for this opportunity!
 - Richard Ehle
 - Michael McDougall

BEMA, Inc.



AGENDA ITEM:

#10

MEETING DATE:

March 1, 2018

DEPARTMENT:

Planning

REPORT TO CITY COUNCIL

SUBJECT:

City Council to Consider Approval of Pole Sign for Dollar General

RECOMMENDATION:

Staff recommends that the City Council adopts Resolution No. 2018-09, approving the pole sign for Dollar General.

BACKGROUND:

On March 1, 2017 the City Council adopted Resolution No. 2017-18, approving the site plan for construction of a Dollar General retail store at 13680 Manning Avenue, approximately 950 feet east of Mendocino Avenue. Construction of the facility is nearly complete, and Dollar General has submitted an application to construct its signage.

PROPOSAL & DISCUSSION:

Dollar General proposes to construct two signs at its facility: a 26' x 3'9" sign on the front façade of the structure and a 10' ½" x 5' ½" sign atop a 21' 10¾" pole at the southwest corner of the site next to Manning Avenue. The façade sign is permitted by right and is included here for informational purposes only. However, Parlier Municipal Code Section 18.24.160, which addresses signage in the C-4 zone district, requires that the Planning Commission consider the size and design of pole signs. As there is no sitting Planning Commission, this task falls to the City Council. The relevant drawings submitted as part of the sign application are attached to the resolution following this report.

ANALYSIS:

Since Parlier does not have objective standards for pole signs, the City Council must use subjective judgement to determine whether a proposed sign is appropriate. Pole sign size and height requirements from other jurisdictions vary widely, with maximum heights ranging from 10 feet to 30 feet or more and sizes ranging from a maximum allowable area of 25 square feet to a maximum of 400 square feet.

Attached are photos of Dollar General signs from other facilities in the Valley, including a Dollar General Market, that are similar to what is proposed in Parlier. Although staff believes that the signage is acceptable as proposed, these photos may assist the City Council in making a determination.

Environmental

The Dollar General project was determined to be exempt from the California Environmental Quality Act under CEQA Guidelines Section 15332, In-fill Development Projects. The sign permit application is considered to be a part of the larger overall Dollar General project, and is not subject to additional environmental review

FISCAL IMPACT:

The applicant will be responsible for paying the sign permit fee.

Prepared By:

A handwritten signature in blue ink, appearing to read "Jeff O'Neal", is written over the printed name.

Jeffrey O'Neal, AICP
Contract City Planner

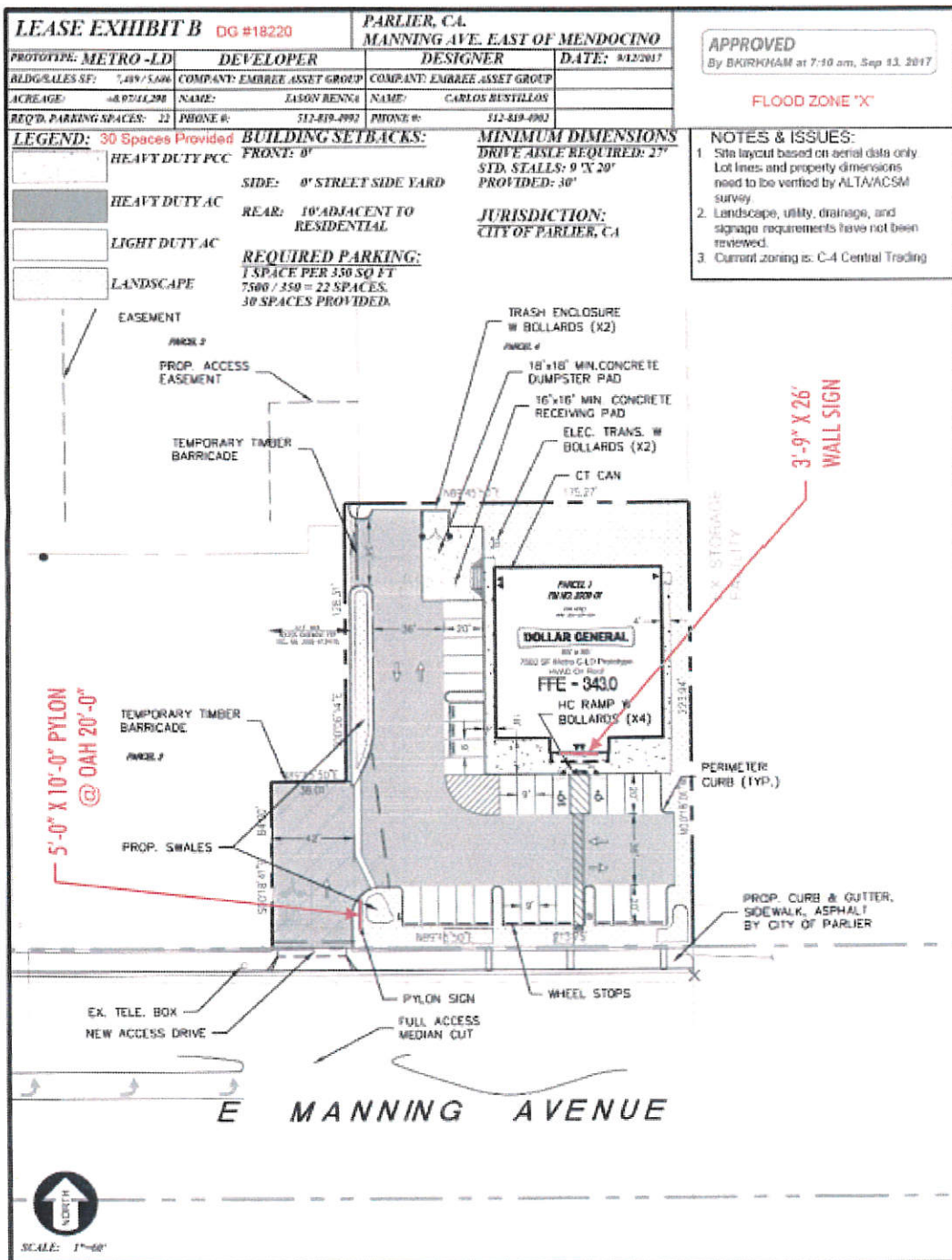
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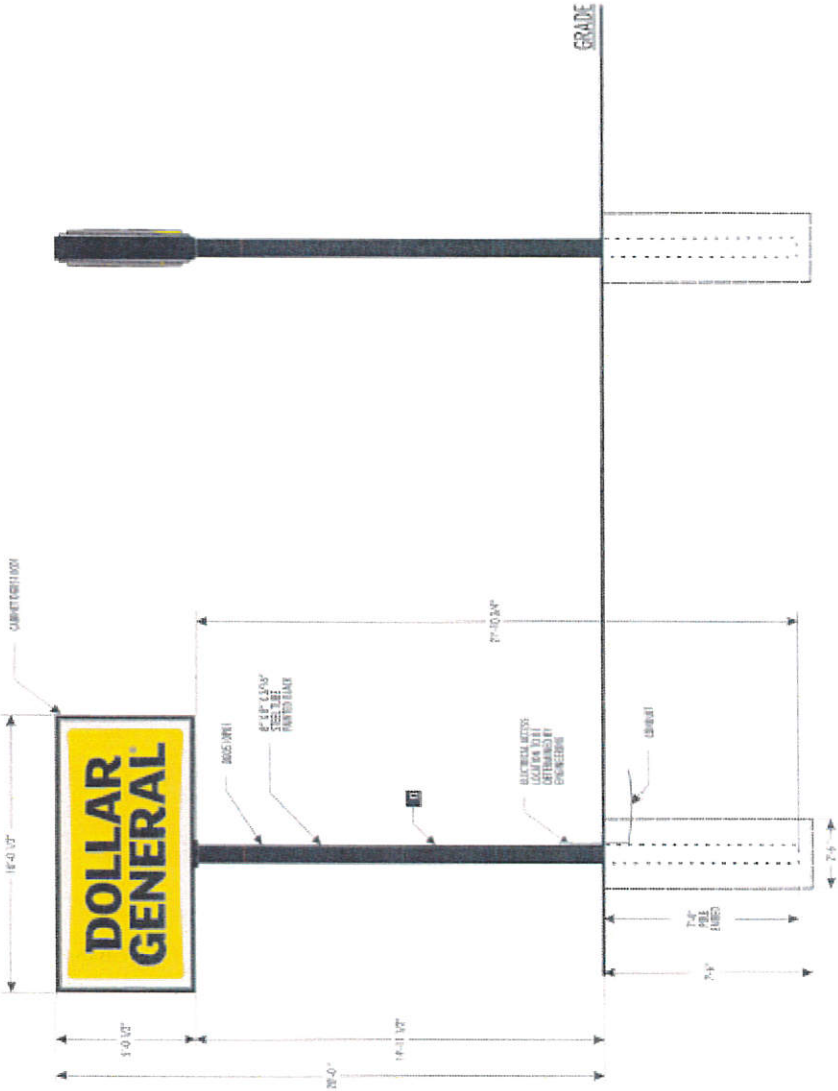
Samuel Escobar
City Manager





Attachment "A"





RESOLUTION 2018-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING
A POLE SIGN FOR THE DOLLAR GENERAL PROJECT**

WHEREAS, Dollar General is constructing a retail store at 13680 E. Manning Avenue;
and

WHEREAS, onsite outdoor advertising is an integral component of the Dollar General
project; and

WHEREAS, Dollar General has submitted an application for the construction of a pole
sign on its property at the Manning Avenue frontage; and

WHEREAS, pursuant to Parlier Municipal Code ("PMC") Section 18.24.160(J), the
Planning Commission is required to consider the size and design of pole signs proposed in the C-
4 zone district; and

WHEREAS, because there is no sitting Planning Commission, the City Council has the
responsibility of undertaking the considerations posed in PMC Section 18.24.160(J); and

WHEREAS, the City Council finds that the pole sign as proposed in Attachment "A"
hereto is not out of character with the building for which it advertises, not is it out of character
for signage within the C-4 zone district.

WHEREAS, approval of the pole sign constitutes a portion of the overall development of
the Dollar General project, and is not subject to independent review under the California
Environmental Quality Act; and

NOW, THEREFORE BE IT RESOLVED that the Parlier City Council approves the pole
sign for the Dollar General project as illustrated in Attachment "A" hereto.

The foregoing resolution was introduced and adopted at a regular meeting of the City
Council of the City of Parlier held on March 1, 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

Deputy City Clerk



AGENDA ITEM: #11
MEETING DATE: 03/01/18
DEPARTMENT: Engineering

REPORT TO CITY COUNCIL

SUBJECT:

Acceptance of Deed of Easement for public street and utility purposes;
Acceptance of Deed of Easement for public pedestrian purposes;
Acceptance of Deed of Easement for public utility purposes from Housing Authority of Fresno County for Oak Grove Apartment project.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2018-10 Accepting Deed of Easement for Public Street, Pedestrian and Utility Purposes from Housing Authority of Fresno County.

BACKGROUND:

In conjunction with the Oak Grove Apartments Project that was adopted per Resolution No. 2017-17 (APN 355-041-24T) approving the Oak Grove Apartments Site Plan, there is a street dedication for Bigger Street, parts of Parlier Avenue and Parts of Tulare Street that were never previously recorded and are now being dedicated; there are two separate areas of sidewalk areas behind the drive approaches that need a pedestrian easement to be dedicated; and two area separate areas of utilities that need a utility easement to be dedicated, and these three dedications will be for public purposes.

Upon accepting the three (3) Deed of Easements as prepared, staff will record the documents with the Fresno County Recorder's Office

FISCAL IMPACT:

None.

Prepared By:

Philip Romero
Philip Romero, City Engineer
Yamabe & Horn Engineering, Inc.

Approved By:

Samuel Escobar
City Manager

Attachments: Resolution No. 2018 - ____
Deed of Easements
Certificate of Acceptance

____ Finance Director ____ Attorney ____ City Manager

RESOLUTION NO. 2018- ____

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
ACCEPTING DEED OF EASEMENTS FOR PUBLIC STREET, PEDESTRIAN AND UTILITY
PURPOSES**

(Located along Parlier Avenue, Bigger Street and Tulare Street)

WHEREAS, for valuable consideration, receipt of which is hereby acknowledged, the City of Parlier, a Municipal Corporation of the State of California hereby accepts conveyance of the Deed of Easements from Housing Authority of Fresno County, a Body Corporate and Politic; and

WHEREAS, the Deed of Easements for public purposes in that portion of real property as described in Document No. 48772 recorded in Book 4873, at Page 523, Official Records of Fresno County, in the City of Parlier; and

WHEREAS, the public necessity requires the deed of easements along Parlier Avenue, Bigger Street and Tulare Street to provide for the right-of-way for public street and utility purposes; and

WHEREAS, the public necessity requires the deed of easements along Bigger Street and Tulare Street to provide for the right-of-way for public pedestrian purposes for the construction of a public sidewalk; and

WHEREAS, the public necessity requires the deed of easements along Bigger Street and Tulare Street to provide for the right-of-way for public utility purposes for the construction of a public water meters; and

WHEREAS, pursuant to Government Code Section 7050, the City Council may accept the irrevocable offer of dedication of real property for a public purpose.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council and are incorporated herein.
2. The City Council hereby accepts conveyance by Deed of Easement for public street and utility purposes as offered by Housing Authority of Fresno County, a Body Corporate and Politic; and incorporated herein by reference.
3. The City Council hereby accepts conveyance by Deed of Easement for public pedestrian purposes as offered by Housing Authority of Fresno County, a Body Corporate and Politic; and incorporated herein by reference.
4. The City Council hereby accepts conveyance by Deed of Easement for public utility purposes as offered by Housing Authority of Fresno County, a Body Corporate and Politic; and incorporated herein by reference.
5. The Deputy City Clerk of the City of Parlier is hereby authorized and directed for, and in the name and on behalf of the City, to execute the Certificate of Acceptance attached hereto and incorporated herein by reference.

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 1st day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alma M. Beltran, Mayor

ATTEST:

Bertha Augustine, Deputy City Clerk

CERTIFICATE OF ACCEPTANCE
(Government Code 27281)

This is to certify that the Deed of Easement from Housing Authority of Fresno County, a Body Corporate and Politic, for public purposes in the City of Parlier, County of Fresno, State of California, is hereby accepted by order of the Parlier City Council, by adoption of Resolution 2018-____. The City of Parlier hereby consents to recordation thereof by its authorized officer.

Date: March 1, 2018

By: _____
Bertha Augustine, Deputy City Clerk

Recording Requested By:
City of Parlier
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
City of Parlier
1100 E. Parlier Avenue
Parlier, CA 93648

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 355-040-24T (Portion)

DEED OF EASEMENT

HOUSING AUTHORITY OF FRESNO COUNTY, A BODY CORPORATE AND POLITIC, GRANTOR, hereby GRANTS to the City of Parlier, a municipal corporation, GRANTEE, an easement and right-of-way for public street and utility purposes over, under, through and across all that real property situated in the City of Parlier, County of Fresno, State of California, more particularly described in Exhibit "A" and shown on Exhibit "B" which are attached hereto and incorporated herein.

HOUSING AUTHORITY OF FRESNO COUNTY, A BODY CORPORATE AND POLITIC

By: _____
Preston Prince, CEO/Executive Director

Dated: _____

N

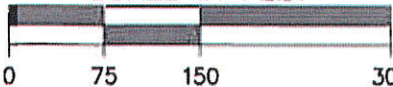
EXHIBIT "B"

BASIS OF BEARINGS

CENTERLINE OF TULARE STREET TO BE TAKEN
AS NORTH 89° 50' 00" WEST PER DOCUMENT
NO. 72988, RECORDED IN BOOK 4906, PAGE
779, OFFICIAL RECORDS OF FRESNO COUNTY.

POINT OF COMMENCEMENT:
CENTER QUARTER CORNER
OF SECTION 24, T. 15 S.,
R. 22 E., M.D.B&M.

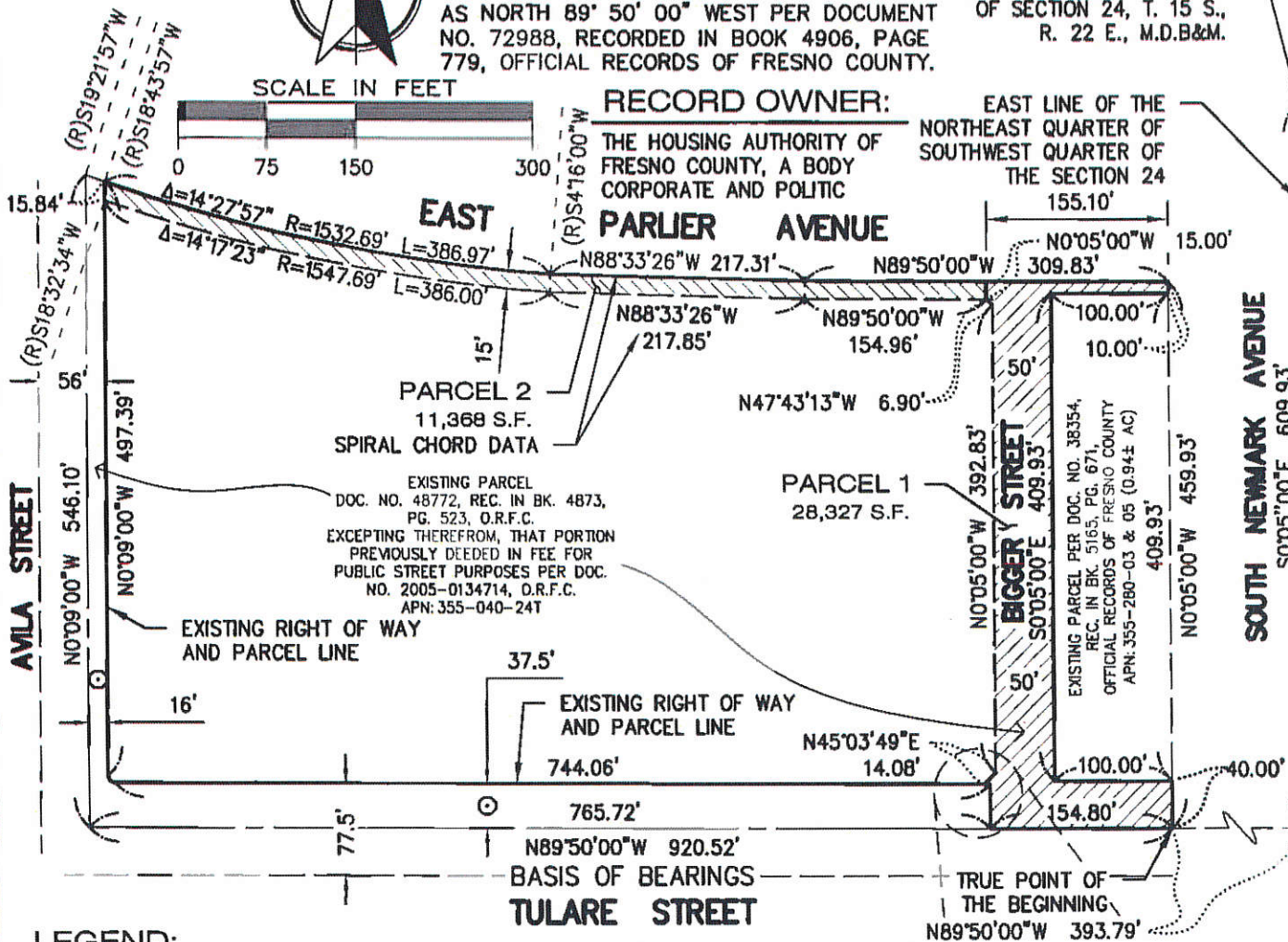
SCALE IN FEET



RECORD OWNER:

THE HOUSING AUTHORITY OF
FRESNO COUNTY, A BODY
CORPORATE AND POLITIC

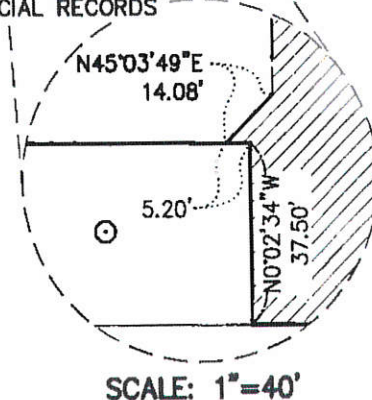
EAST LINE OF THE
NORTHEAST QUARTER OF
SOUTHWEST QUARTER OF
THE SECTION 24



LEGEND:

NOTE

ALL BEARINGS AND DISTANCES SHOWN HEREIN
ARE PER DOCUMENT NO. 72988, RECORDED
IN BOOK 4906, PAGE 779, OFFICIAL RECORDS
OF FRESNO COUNTY.



SCALE: 1"=40'

REF. & REV.

EXHIBIT

PUBLIC STREET AND UTILITY EASEMENT

A PORTION OF SECTION 24, TOWNSHIP 15 SOUTH,
RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN.
CITY OF PARLIER, CALIFORNIA
FRESNO COUNTY

PROJ. ID.
FUND NO.
ORG. NO.

DR. BY: J. LOWRY
CH. BY: J. DAGGETT
DATE: 01/15/18
SCALE: 1"=150'

1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION

PUBLIC STREET AND UTILITY EASEMENT
APN: 355-040-24T (PORTION)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, CITY OF PARLIER, DESCRIBED AS FOLLOWS:

PARCEL 1:

A PORTION OF THAT REAL PROPERTY AS DESCRIBED IN DOCUMENT NO. 48772 RECORDED BOOK 4873, AT PAGE 523, OFFICIAL RECORDS OF FRESNO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE, SOUTH 0° 05' EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, A DISTANCE OF 609.93 FEET TO A POINT ON THE CENTERLINE OF TULARE STREET AS NOW EXISTING, AND DELINEATED IN THE TOWN OF PARLIER; THENCE NORTH 89° 50' WEST ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE OF TULARE STREET A DISTANCE OF 393.79 FEET TO THE **TRUE POINT OF THE BEGINNING**;

THENCE CONTINUING ALONG THE SAID CENTERLINE OF TULARE STREET NORTH 89° 50' WEST, A DISTANCE OF 154.80 FEET TO A POINT ON THE EASTERLY LINE OF THE LAND AS DESCRIBED IN DOCUMENT NUMBER 2005-0134714 OFFICIAL RECORDS OF FRESNO COUNTY;

THENCE ALONG THE SAID EASTERLY LINE NORTH 00° 02' 34" WEST, A DISTANCE OF 37.50 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF TULARE STREET AS DESCRIBED IN SAID DOCUMENT NUMBER 2005-0134714;

THENCE ALONG THE SAID NORTHERLY LINE OF TULARE STREET NORTH 89° 50' WEST, A DISTANCE OF 5.20 FEET;

THENCE, LEAVING SAID NORTHERLY RIGHT OF WAY LINE OF TULARE STREET, NORTH 45° 03' 49" EAST, A DISTANCE OF 14.08 FEET;

THENCE, NORTH 00° 05' 00" WEST, A DISTANCE OF 392.83 FEET;

THENCE, NORTH 47° 43' 13" WEST, A DISTANCE OF 6.90 FEET;

THENCE, NORTH 00° 05' 00" EAST, A DISTANCE OF 15.00 FEET TO SOUTHERLY RIGHT OF WAY LINE OF EAST PARLIER AVENUE;

THENCE, ALONG SOUTHERLY RIGHT OF WAY LINE OF EAST PARLIER AVENUE, SOUTH 89° 50' 00" EAST, A DISTANCE OF 155.10 FEET;

THENCE, LEAVING SOUTHERLY LINE OF EAST PARLIER AVENUE, SOUTH 00° 05' 00" EAST, A DISTANCE OF 10.00 FEET TO NORTHEAST CORNER OF THE LAND DESCRIBED IN DOCUMENT NUMBER 38354, RECORDED IN BOOK 5165, PAGE 671 FRESNO COUNTY RECORDS;

THENCE, ALONG THE SAID LAND AS DESCRIBED IN DOCUMENT NUMBER 38354 THE FOLLOWING 3 COURSES:

1. NORTH 89° 50' 00" WEST, A DISTANCE OF 100.00 FEET;
2. SOUTH 00° 05' 00" EAST, A DISTANCE OF 409.93 FEET;
3. SOUTH 89° 50' 00" EAST, A DISTANCE OF 100.00 FEET;

THENCE, SOUTH 00° 05' 00" EAST, A DISTANCE OF 40.00 FEET TO THE **TRUE POINT OF THE BEGINNING** OF THIS DESCRIPTION.

CONTAINING AN AREA OF 28,327 SQUARE FEET, MORE OR LESS.

PARCEL 2:

THE NORTHERLY 15.00 FEET OF THAT REAL PROPERTY AS DESCRIBED IN DOCUMENT NO. 48772 RECORDED BOOK 4873, AT PAGE 523, OFFICIAL RECORDS OF FRESNO COUNTY;

EXCEPTING THEREFROM EAST 155.10 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE WESTERLY 16.00 FEET THEREOF AS PREVIOUSLY DEEDED IN FEE FOR PUBLIC STREET PURPOSES AS DESCRIBED IN DOCUMENT NUMBER 2005-0134714;

CONTAINING AN AREA OF 11,368 SQUARE FEET, MORE OR LESS.

Recording Requested By:
City of Parlier
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
City of Parlier
1100 E. Parlier Avenue
Parlier, CA 93648

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 355-040-24T (Portion)

DEED OF EASEMENT

HOUSING AUTHORITY OF FRESNO COUNTY, A BODY CORPORATE AND
POLITIC, GRANTOR, hereby GRANTS to the City of Parlier, a municipal corporation,
GRANTEE, an easement and right-of-way for public pedestrian purposes over, through
and across all that real property situated in the City of Parlier, County of Fresno, State
of California, more particularly described in Exhibit "A" and shown on Exhibit "B" which
are attached and incorporated herein.

HOUSING AUTHORITY OF FRESNO COUNTY, A BODY CORPORATE AND POLITIC

By: _____
Preston Prince, CEO/Executive Director

Dated: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PEDESTRIAN EASEMENT
APN: 355-040-24T (PORTION)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, CITY OF PARLIER, DESCRIBED AS FOLLOWS:

PARCEL 1:

A PORTION OF THAT REAL PROPERTY AS DESCRIBED IN DOCUMENT NO. 48772 RECORDED BOOK 4873, AT PAGE 523, OFFICIAL RECORDS OF FRESNO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE, SOUTH 0° 05' EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 609.93 FEET TO A POINT ON THE CENTERLINE OF TULARE STREET AS NOW EXISTING, AND DELINEATED IN THE TOWN OF PARLIER; THENCE NORTH 89° 50' WEST ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE OF TULARE STREET A DISTANCE OF 964.06 FEET; THENCE, NORTH 00° 10' 00" EAST, A DISTANCE OF 37.50 FEET A POINT ON THE NORTH RIGHT OF WAY LINE OF TULARE STREET AS DESCRIBED IN DOCUMENT NUMBER 2005-0134714, OFFICIAL RECORDS OF FRESNO COUNTY, SAID POINT ALSO BEING THE **TRUE POINT OF THE BEGINNING** OF THIS DESCRIPTION;

THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY LINE NORTH 89° 50' 00" WEST, A DISTANCE OF 40.80 FEET;

THENCE, NORTH 00° 10' 00" EAST, A DISTANCE OF 6.00 FEET;

THENCE, SOUTH 89° 50' 00" EAST, A DISTANCE OF 40.80 FEET;

THENCE, SOUTH 00° 10' 00" WEST, A DISTANCE OF 6.00 FEET TO THE **TRUE POINT OF THE BEGINNING**;

CONTAINING AN AREA OF 245 SQUARE FEET, MORE OR LESS.

PARCEL 2:

A PORTION OF THAT REAL PROPERTY AS DESCRIBED IN DOCUMENT NO. 48772 RECORDED BOOK 4873, AT PAGE 523, OFFICIAL RECORDS OF FRESNO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE, SOUTH 0° 05' EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, A DISTANCE OF 609.93 FEET TO A POINT ON THE CENTERLINE OF TULARE STREET AS NOW EXISTING, AND DELINEATED IN THE TOWN OF PARLIER; THENCE NORTH 89° 50' WEST ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE OF TULARE STREET A DISTANCE OF 543.79 FEET; THENCE, NORTH 00° 05' 00" WEST, A DISTANCE OF 188.27 FEET TO THE **TRUE POINT OF THE BEGINNING**;

THENCE, SOUTH 89° 54' 07" WEST, A DISTANCE OF 4.86 FEET;

THENCE, NORTH 00° 05' 00" WEST, A DISTANCE OF 61.82 FEET;

THENCE, NORTH 89° 54' 07" EAST, A DISTANCE OF 4.86 FEET;

THENCE, SOUTH 00° 05' 00" EAST, A DISTANCE OF 61.82 FEET TO THE **TRUE POINT OF THE BEGINNING**;

CONTAINING AN AREA OF 301 SQUARE FEET, MORE OR LESS.

NOTE

ALL BEARINGS AND DISTANCES SHOWN
HEREIN ARE PER DOCUMENT NO. 72988,
RECORDED IN BOOK 4906, PAGE 779,
OFFICIAL RECORDS OF FRESNO COUNTY.

EXHIBIT "B"

BASIS OF BEARINGS

CENTERLINE OF TULARE STREET
TO BE TAKEN AS NORTH 89° 50'
00" WEST PER DOCUMENT NO.
72988, RECORDED IN BOOK
4906, PAGE 779, OFFICIAL
RECORDS OF FRESNO COUNTY.

POINT OF COMMENCEMENT:
CENTER QUARTER CORNER
OF SECTION 24, T. 15 S.,
R. 22 E., M.D.B&M.

RECORD OWNER:

THE HOUSING AUTHORITY OF
FRESNO COUNTY, A BODY
CORPORATE AND POLITIC

EAST LINE OF THE
NORTHEAST QUARTER OF
SOUTHEAST QUARTER OF
SECTION 24

N47°43'13"W

6.90'

EAST PARLER AVENUE

N88°33'26"W 217.31'

N89°50'00"W 309.83'

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	37.50'	N00° 10' 00"E
L2	6.00'	N00° 10' 00"E
L3	6.00'	S00° 10' 00"W
L4	47.47'	N00° 05' 00"W
L5	4.86'	S89° 55' 00"W
L6	4.86'	N89° 55' 00"E

EXISTING PARCEL
DOC. NO. 48772, REC. IN BK. 4873,
PG. 523, O.R.F.C.
EXCEPTING THEREFROM, THAT PORTION
PREVIOUSLY DEEDED IN FEE FOR
PUBLIC STREET PURPOSES PER DOC.
NO. 2005-0134714, O.R.F.C.
APN: 355-040-24T

EXISTING RIGHT
OF WAY AND
PARCEL LINE

PARCEL 1
245 S.F.
37.5'

EXISTING RIGHT
OF WAY AND
PARCEL LINE

N45°03'49"E 14.08'

LEGEND:

O.R.F.C. OFFICIAL RECORDS OF
FRESNO COUNTY

EXISTING BOUNDARY LINE

EXISTING RIGHT OF WAY

PROPOSED RIGHT OF WAY

PREVIOUSLY DEEDED IN FEE FOR
PUBLIC STREET PURPOSES PER
DOC. NO. 2005-0134714,
OFFICIAL RECORDS OF FRESNO
COUNTY.

RIGHT OF WAY FOR BIGGER
STREET TO BE RECORDED BY
SEPARATE DOCUMENT.

AREAS TO BE GRANTED FOR
PEDESTRIAN EASEMENT PURPOSES.

BASIS OF BEARINGS TULARE STREET

N89°50'00"W 393.79'

SCALE: 1"=50'

SCALE: 1"=50'

TRUE POINT
OF BEGINNING



REF. & REV.

EXHIBIT PEDESTRIAN EASEMENT

A PORTION OF SECTION 24, TOWNSHIP 15 SOUTH,
RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN.
CITY OF PARLER, CALIFORNIA
FRESNO COUNTY

PROJ. ID.
FUND NO.
ORG. NO.

DR. BY: VM
CH. BY: J. DAGGETT
DATE: 02/16/18
SCALE: 1"=150'

1 OF 1

Recording Requested By:
City of Parlier
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
City of Parlier
1100 E. Parlier Avenue
Parlier, CA 93648

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 355-040-24T (Portion)

DEED OF EASEMENT

HOUSING AUTHORITY OF FRESNO COUNTY, A BODY CORPORATE AND
POLITIC, GRANTOR, hereby GRANTS to the City of Parlier, a municipal corporation,
GRANTEE, an easement for public utility purposes over, through and across all that
real property situated in the City of Parlier, County of Fresno, State of California, more
particularly described in Exhibit "A" and shown on Exhibit "B" which are attached and
incorporated herein.

HOUSING AUTHORITY OF FRESNO COUNTY, A BODY CORPORATE AND POLITIC

By: _____
Preston Prince, CEO/Executive Director

Dated: _____

NOTE

ALL BEARINGS AND DISTANCES SHOWN
HEREIN ARE PER DOCUMENT NO. 72988,
RECORDED IN BOOK 4906, PAGE 779,
OFFICIAL RECORDS OF FRESNO COUNTY.

EXHIBIT "B"

LINE TABLE

LINE #	LENGTH	DIRECTION
L6	9.50'	S89° 55' 00"W
L7	9.00'	N00° 05' 00"W
L8	9.50'	N89° 55' 00"E
L9	9.00'	S00° 05' 00"E

POINT OF COMMENCEMENT:
CENTER QUARTER CORNER
OF SECTION 24, T. 15 S.,
R. 22 E., M.D.B&M.

RECORD OWNER:

THE HOUSING AUTHORITY OF
FRESNO COUNTY, A BODY
CORPORATE AND POLITIC

EAST LINE OF THE
NORTHEAST QUARTER OF
SOUTHEAST QUARTER OF
SECTION 24

N47°43'13"W

6.90'

EAST

PARLIER AVENUE

N88°33'26"W 217.31'

N89°50'00"W 309.83'

BASIS OF BEARINGS

CENTERLINE OF TULARE STREET TO BE
TAKEN AS NORTH 89° 50' 00" WEST
PER DOCUMENT NO. 72988, RECORDED
IN BOOK 4906, PAGE 779, OFFICIAL
RECORDS OF FRESNO COUNTY.

EXISTING PARCEL
DOC. NO. 48772, REC. IN BK. 4873,
PG. 523, O.R.F.C.
EXCEPTING THEREFROM, THAT PORTION
PREVIOUSLY DEEDED IN FEE FOR
PUBLIC STREET PURPOSES PER DOC.
NO. 2005-0134714, O.R.F.C.
APN: 355-040-24T

EXISTING RIGHT OF
WAY AND PARCEL
LINE

PARCEL 1
139 S.F.

EXISTING RIGHT
OF WAY AND
PARCEL LINE

N45°03'49"E 14.08'

BASIS OF BEARINGS TULARE STREET

397.23' 407.37'

L1- N89°50'00"W 920.52'

N0°05'00"W 47.47'

N89°50'00"W 393.79'

150.00'

543.79'

100.00'

10.00'

100.00'

40.00'

409.93'

409.93'

409.93'

409.93'

409.93'

409.93'

409.93'

409.93'

409.93'

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409.93'

409.93'

409.93'

409.93'

409.93'

409.93'

409.93'

409.93'

LEGEND:

- O.R.F.C. OFFICIAL RECORDS OF FRESNO COUNTY
- EXISTING BOUNDARY LINE
- - - EXISTING RIGHT OF WAY
- - - PROPOSED RIGHT OF WAY
- ⊙ PREVIOUSLY DEEDED IN FEE FOR PUBLIC STREET PURPOSES PER DOC. NO. 2005-0134714, OFFICIAL RECORDS OF FRESNO COUNTY.
- RIGHT OF WAY FOR BIGGER STREET TO BE RECORDED BY SEPARATE DOCUMENT.
- ▨ AREAS TO BE DEDICATED FOR PUBLIC UTILITY EASEMENT PURPOSES.

SCALE:
1"=20'

SCALE:
1"=20'

TRUE POINT
OF BEGINNING

TRUE POINT
OF BEGINNING



REF. & REV.

EXHIBIT PUBLIC UTILITY EASEMENT

A PORTION OF SECTION 24, TOWNSHIP 15 SOUTH,
RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN.
CITY OF PARLIER, CALIFORNIA
FRESNO COUNTY

PROJ. ID.
FUND NO.
ORG. NO.

DR. BY: VM
CH. BY: J. DAGGETT
DATE: 02/20/18
SCALE: 1"=150'

1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION

PUBLIC UTILITY EASEMENT
APN: 355-040-24T (PORTION)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, CITY OF PARLIER, DESCRIBED AS FOLLOWS:

PARCEL 1:

A PORTION OF THAT REAL PROPERTY AS DESCRIBED IN DOCUMENT NO. 48772 RECORDED BOOK 4873, AT PAGE 523, OFFICIAL RECORDS OF FRESNO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE, SOUTH 0° 05' EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 609.93 FEET TO A POINT ON THE CENTERLINE OF TULARE STREET AS NOW EXISTING, AND DELINEATED IN THE TOWN OF PARLIER; THENCE NORTH 89° 50' WEST ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE OF TULARE STREET A DISTANCE OF 951.16 FEET; THENCE, NORTH 00° 10' 00" EAST, A DISTANCE OF 37.50 FEET A POINT ON THE NORTH RIGHT OF WAY LINE OF TULARE STREET AS DESCRIBED IN DOCUMENT NUMBER 2005-0134714, OFFICIAL RECORDS OF FRESNO COUNTY, SAID POINT ALSO BEING THE **TRUE POINT OF THE BEGINNING** OF THIS DESCRIPTION;

THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY LINE NORTH 89° 50' 00" WEST, A DISTANCE OF 12.90 FEET;

THENCE, NORTH 00° 10' 00" EAST, A DISTANCE OF 10.75 FEET;

THENCE, SOUTH 89° 50' 00" EAST, A DISTANCE OF 12.90 FEET;

THENCE, SOUTH 00° 10' 00" WEST, A DISTANCE OF 10.75 FEET TO THE **TRUE POINT OF THE BEGINNING**;

CONTAINING AN AREA OF 139 SQUARE FEET, MORE OR LESS.

PARCEL 2:

A PORTION OF THAT REAL PROPERTY AS DESCRIBED IN DOCUMENT NO. 48772 RECORDED BOOK 4873, AT PAGE 523, OFFICIAL RECORDS OF FRESNO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE, SOUTH 0° 05' EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, A DISTANCE OF 609.93 FEET TO A POINT ON THE CENTERLINE OF TULARE STREET AS NOW EXISTING, AND DELINEATED IN THE TOWN OF PARLIER; THENCE NORTH 89° 50' WEST ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE OF TULARE STREET A DISTANCE OF 543.79 FEET; THENCE, NORTH 00° 05' 00" WEST, A DISTANCE OF 179.27 FEET TO THE **TRUE POINT OF THE BEGINNING**;

THENCE, SOUTH 89° 55' 00" WEST, A DISTANCE OF 9.50 FEET;

THENCE, NORTH 00° 05' 00" WEST, A DISTANCE OF 9.00 FEET;

THENCE, NORTH 89° 55' 00" EAST, A DISTANCE OF 9.50 FEET;

THENCE, SOUTH 00° 05' 00" EAST, A DISTANCE OF 9.00 FEET TO THE **TRUE POINT OF THE BEGINNING**;

CONTAINING AN AREA OF 86 SQUARE FEET, MORE OR LESS.



AGENDA ITEM: #12
MEETING DATE: 03/08/2018
DEPARTMENT: Engineering

REPORT TO CITY COUNCIL

SUBJECT

Approve Purchase of Easement along the southeast corner of E. Manning Avenue and S. Zediker Avenue for Federal Project No. HSIPL-5252(018) and Accepting the Easement for Public Use.

RECOMMENDATION

Staff recommends the City Council adopt Resolution 2018-__, Approving the Real Property Purchase and Sale Agreement for Federal Project No. HSIPL-5252(018) and Authorizing the City Manager to execute the Agreement on behalf of the City and Accepting the Easement for Public Use.

EXECUTIVE SUMMARY

The reconstruction of the intersection at E. Manning Avenue and S. Zediker Avenue requires the acquisition of additional street right-of-way from the northeast and southeast quadrants of the intersection. Federal funding is anticipated for this project identified as Federal Project No. HSIPL-5252(018). This right of way acquired will provide for a left-turn, right-turn and thru lanes for S. Zediker Avenue and Manning Avenue. Utility poles along the east side of S. Zediker Avenue north side of Manning Avenue will be relocated to the acquired right-of-way as part of this roadway widening.

The widening at the northeast corner requires 15,743 square feet from APN 363-052-32S. Currently this property is fallow agricultural land. The owner of the northeast property is Z4G, LLC. Council has previously approved compensation in the amount of \$11,000.00, the property owner has accepted the City's offer and signed the Real Property Purchase and Sale Agreement and Deeds of Easement and Council approved the purchase of the easement and accepted the easements for public use.

The widening at the southeast corner requires 5,564 square feet from APN 365-021-20. This parcel is irrigated and planted with citrus trees. The owner of the northeast property is Kambray, LLC. Council has previously approved compensation in the amount of \$24,750.00 and authorized the formal purchase offer to the property owner. The property owner has accepted the City's offer and signed the Real Property Purchase and Sale Agreement and Deeds of Easement. Council must approve the purchase of the easement and accept the easements for public use to move forward with the acquisition.

BACKGROUND

The Manning and Zediker Avenue Widening Project will construct exclusive left turn lanes for S. Zediker Avenue approaches, and exclusive right turn lanes for the northbound S. Zediker and westbound E. Manning Avenue approaches. Each approach will be widened the corresponding

number of lanes for between 650 feet to 450 feet. Traffic signal poles and equipment will be relocated or replaced to align with corresponding lanes. Utility poles will be relocated as needed. The storm water drainage system along S. Zediker Avenue, north of E. Manning Avenue will be improved and tied into the existing storm water drainage system along S. Zediker Avenue. The Project requires the acquisition of 8.5 to 24 feet of right of way from two property owners. The majority of the acquisition is along the east side of S. Zediker Avenue due to the installation of multiple traffic lanes.

DISCUSSION

In accordance with Federal guidelines and requirements for land acquisition, including easements, the City enlisted the services of an appraiser, James G. Palmer Appraisals, and a Review Appraiser, Lawrence D. Hopper Commercial Appraisal Reviews to establish a fair market value for the easement to be acquired. The appraisal and review appraisal was completed and the fair market value of the easement to be \$23,000.00. The owner made a counter offer of \$24,750.00 and the City Council accepted the offer.

FISCAL IMPACT

The project budget cost included \$51,030.00 for acquisition of the required easements, including engineering, appraisals, acquisition agent services and other associated costs.

Prepared By:

Philip Romero

Philip Romero, City Engineer
Yamabe & Horn Engineering, Inc.

Approved By:

Samuel Escobar
City Manager

Attachments:

Resolution 2018-____, Approving the Real Property Purchase and Sale Agreement
Real Property Purchase and Sale Agreement
Deed of Easement documents

____ Finance Director

____ Attorney

____ City Manager

RESOLUTION NO. 2018- ____

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
APPROVING THE REAL PROPERTY PURCHASE AND SALE AGREEMENT
FOR FEDERAL PROJECT NO. HSIPL-5252(018)
AND AUTHORIZING CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF
THE CITY AND ACCEPTING THE EASMENTS FOR PUBLIC USE**

WHEREAS, for valuable consideration, receipt of which is hereby acknowledged, the City of Parlier, a Municipal Corporation of the State of California hereby accepts conveyance of the Deed of Easement from KAMBRAY, LLC; and

WHEREAS, Federal Project No. HSIPL-5252(018), will provide for a left-turn, right-turn and thru lanes for S. Zediker Avenue and Manning Avenue; and

WHEREAS, the Project requires the acquisition of a public street easement, as shown on the attached Deed of Easement, from Assessor's Parcel Number 365-021-20, owned by KAMBRAY, LLC; and

WHEREAS, the City has allocated Federal Highway Safety Improvement Program (HSIPL) funds to the project; and

WHEREAS, the City enlisted the services of a qualified appraiser and review appraiser to establish the fair market value of the required easement in accordance with Federal guidelines; and

WHEREAS, the Appraisal Report prepared by James G. Palmer Appraisals, Effective Date of October 30, 2017, established the market value to be \$23,000.00; and

WHEREAS, the property owner made a counter offer of \$24,750.00 to the Right-of-Way Agent, Balch Land Services; and

WHEREAS, the City made an offer in the amount of \$24,750.00 to the property owner for the purchase of the easement and the offer was accepted by the property owner; and

WHEREAS, the City Engineer recommends the approval of the purchase of the easement from the property owner in the amount of \$24,750.00.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council and are incorporated herein.
2. The purchase of the public street easement, as shown on the attached Deed of Easement from KAMBRAY, LLC in the amount of \$24,750.00 is hereby approved and the City Manager is authorized to sign the Real Property Purchase and Sale Agreement, and any

other documentation required to complete the transaction.

3. The City Council hereby accepts conveyance by Deed of Easement for public purposes as offered by KAMBRAY, LLC and incorporated herein by reference.
4. The City of Parlier consents to the recordation of the Deed of Easement with the Fresno County Recorder's Office.
5. The Deputy City Clerk affix a certificate attesting to this resolution to the Deed of Easement.

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 8th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alma M. Beltran, Mayor

ATTEST:

Bertha Augustine, Deputy City Clerk

CERTIFICATE OF ACCEPTANCE
(Government Code 27281)

This is to certify that the Grant of Easement from KAMBRAY, LLC, a California Limited Liability Company, for public purposes in the City of Parlier, County of Fresno, State of California, is hereby accepted by order of the Parlier City Council, by adoption of Resolution 2018-____. The City of Parlier hereby consents to recordation thereof by its authorized officer.

Date: March 8, 2018

By: _____
Bertha Augustine, Deputy City Clerk

EASEMENT AGREEMENT

DATE: _____, 2018.

PARTIES: First Party: CITY OF PARLIER, a California municipal corporation ("City");
and

Second Party: KAMBRAY, LLC ("Owner").

RECITALS:

A. Owner owns that certain real property located at the southeast corner of Zediker and Manning Avenues in the County of Fresno, State of California; and

B. City desires to acquire an easement for use as a public street over and across a portion of the Property; and

C. Under threat of condemnation by City, Owner agrees to grant a street easement over and across a portion of said property; and

D. City and Owner have agreed to the granting by Owner of the Easement described in this Agreement on all the terms and subject to the conditions of this Easement Agreement.

AGREEMENT:

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. The Property. Owner owns all that certain real property commonly known as Fresno County Assessor's Parcel Number 365-021-20 hereinafter referred to as "Owner's Property".

2. Grant of Easement. Owner hereby agrees to grant to City and City hereby agrees to accept from Owner an easement for street right-of-way (the "Easement") over that

portion of Owner's Property totaling 0.1277 acres, with a legal description as described in Exhibit "A" (the "Easement Property").

3. Consideration. As consideration for the grant of the Easement by Owner to City, City agrees to pay Owner the sum of Twenty-Four Thousand Seven Hundred Fifty Dollars (\$24,750.00) in cash at the close of escrow.

4. Acquisition of Property Under Threat of Eminent Domain. Owner acknowledges that City has the power, subject to legal requirements, to acquire the Easement by eminent domain. Owner and City stipulate that the sum paid by City for the Easement is the fair market value of the Easement and is just compensation for the Easement, including any and all other losses, whether by way of improvements, severance damages, costs to cure, goodwill, or otherwise. City acknowledges that Owner is granting the Easement to City under threat of eminent domain proceedings pursuant to the authority vested in City as a California municipal corporation. City acknowledges that Owner would have required City to institute an eminent domain proceeding if City and Owner had not agreed on the Purchase Price for the Easement. Should escrow not close as provided in this Agreement, and City commences an eminent domain proceeding to acquire the Easement Property, City may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Easement. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow.

5. Owner's Representations and Warranties. Owner represents and warrants that: (a) Owner owns Owner's Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any

rights of way, other than those disclosed by the public record; (b) Owner has no knowledge of any pending litigation involving Owner's Property, (c) Owner has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning Owner's Property; and (d) Owner has no knowledge of any material defects in Owner's Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around Owner's Property. These warranties shall survive the close of escrow and the recording of the Deed of Easement.

6. City's Representations and Warranties. City represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, City will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the Grant of Easement.

7. Escrow. Following execution of this Agreement, the parties shall open an escrow with Placer Title Company at 7643 North Ingram Avenue, Suite 101, Fresno, CA 93711 ("Title Company"), Attn: Darryl Evans. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. City and Owner must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement and reasonably acceptable to the parties.

7.1 Deposits Into Escrow. City and Owner will deposit all documents, money, and other items with the Title Company that is: (a) identified in this Agreement or, (b) reasonably required by the Title Company to effect the close of escrow as provided herein.

7.2 Title. Owner must convey title to the Easement to City free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Owner, subject only to title exceptions

numbered 1, 2, 3, 4, 5, and 6 of the preliminary title report order No. P-233667, issued by Title Company on September 25, 2017 ("Title Report"). A copy of pages 1 through 6 of the Title Report is attached hereto as Exhibit "B" and incorporated herein by this reference.

7.3 Title and Closing Costs. Owner must pay any costs of clearing and conveying title in the condition described in Section 6.2 above, including but not limited to any charges associated with the partial or full reconveyance of any deed(s) of trust, and any delinquent and/or unpaid taxes, assessments, or liens. City shall pay the costs of any owner's title policy in an amount specified by City, insuring City's title in the condition described in Section 6.2, and all escrow fees, and costs to record the Grant of Easement. City and Owner will pay any other costs according to the custom in Fresno County.

7.4 Close of Escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the Grant of Easement conveying title to the Easement from Owner to City. The escrow will be considered closed on the date the Grant of Easement is recorded ("close of escrow")

7.5 Prorations. The Title Company shall **not** prorate current real property taxes and special assessments, if any.

7.6 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Owner, less Owner's costs to clear title, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to City insuring City's fee title in the condition set forth in Section 6.2 above, for the amount designated by City.

7.7 Risk of Loss. Risk of loss or damage to the Easement Property, or any improvements thereon, shall pass from Owner to City upon close of escrow. It is understood that following the close of escrow, Owner will continue to own fee title to the underlying fee of the Property subject to the Easement granted to City hereunder. City agrees to indemnify, defend, and hold Owner free and harmless from any and all claims made as a result of any injury to persons, or damage to property occurring on the street constructed by City on the Easement Property.

8. Conditions Precedent. Close of escrow and City's obligation to purchase the Easement is subject to the satisfaction of the conditions precedent stated herein, including City's and Owner's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. The conditions are solely for City's benefit unless otherwise indicated. Each condition must be

satisfied or City must waive it in writing prior to close of escrow. If any condition is not timely satisfied, City may waive the condition and close escrow, or it may terminate this Agreement by giving the Owner and Title Company 5 days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation easement, and City will have no further obligation to Owner.

9. City's Right to Enter Property. Upon execution of this Agreement, Owner grants to City, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times, enter upon, over, across, and under the Easement Property and enter upon, over and across Owner's Property for purposes of constructing the Project and accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Easement Property. Such right of entry shall be irrevocable until completion of the Project. The Purchase Price herein includes full payment for such immediate possession and use of the Property, including damages, if any. City shall indemnify, defend, and hold Owner free and harmless from and against any damage to the adjacent real property owned by Owner and from any claims made by any third parties or employees of City arising as a result of the entry of any third parties or employees of City onto the adjacent real property of Owner by City, its agents, employees, permittees, contractors, or assigns during construction of the Project.

10. Miscellaneous Provisions.

10.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

10.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Owner: Kambray, LLC
1960 13th Street
Reedley, CA 93654

To City:
Name: City of Parlier
1100 E. Parlier Avenue
Parlier, CA 93648

10.3 Entire Agreement. This Agreement is the entire agreement between Owner and City regarding the purchase and sale of the Easement, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

10.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Owner and City, unless otherwise expressly provided herein.

10.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The City may assign this agreement and its rights hereunder.

10.6 Time of the Essence. Time is of the essence of each term in this Agreement.

10.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.

10.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.

10.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

10.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.

10.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.

10.12 Effective Date. The effective date of this Agreement is the last date set forth opposite the signatures of the parties at the end of this Agreement.

IN WITNESS WHEREOF the Owner and City have signed this Agreement on the dates set forth below.

CITY:
City of Parlier

OWNER:
Kambray, LLC

By _____
City Manager

By 
Hideki Otani, Manager

Dated: _____ 2018

Dated: 2/26/18 2018

LEGAL DESCRIPTION
For
EASEMENT DEED

Affecting A.P.N. 365-021-20, Fresno County

That portion of the Northwest Quarter of Section 30, in Township 15 South, Range 23 East, Mount Diablo Base & Meridian, according to the Official United States Government Township Plats, in the County of Fresno, State of California of the United States of America, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 30;

thence (L1) along the west line of said Section, South $00^{\circ}10'34''$ East, a distance of 96.12 feet;

thence (L2) North $89^{\circ}49'26''$ East, a distance of 30.00 feet to the southwesterly corner of the property described in the Grant Deed recorded 30Oct1995 as Document No. 95139004, O.R.F.C., said corner being the **TRUE POINT OF BEGINNING**;

thence (L3) along the south line of said property described in Document No. 95139004, South $89^{\circ}57'10''$ East, a distance of 24.00 feet to a point being 54.00 feet easterly from, measured at right angle to, the aforementioned west line of Section 30;

thence (L4) parallel with said west line, South $00^{\circ}10'34''$ East, a distance of 86.52 feet;

thence (L5) South $06^{\circ}03'47''$ West, a distance of 100.60 feet;

thence (L6) South $02^{\circ}48'58''$ West, a distance of 250.34 feet to a point 30.00 feet easterly from, measured at right angle to, said Section line;

thence (L7) parallel with and 30.00 feet distant from said Section line, North $00^{\circ}10'34''$ West, a distance of 436.62 feet to the **TRUE POINT OF BEGINNING**.

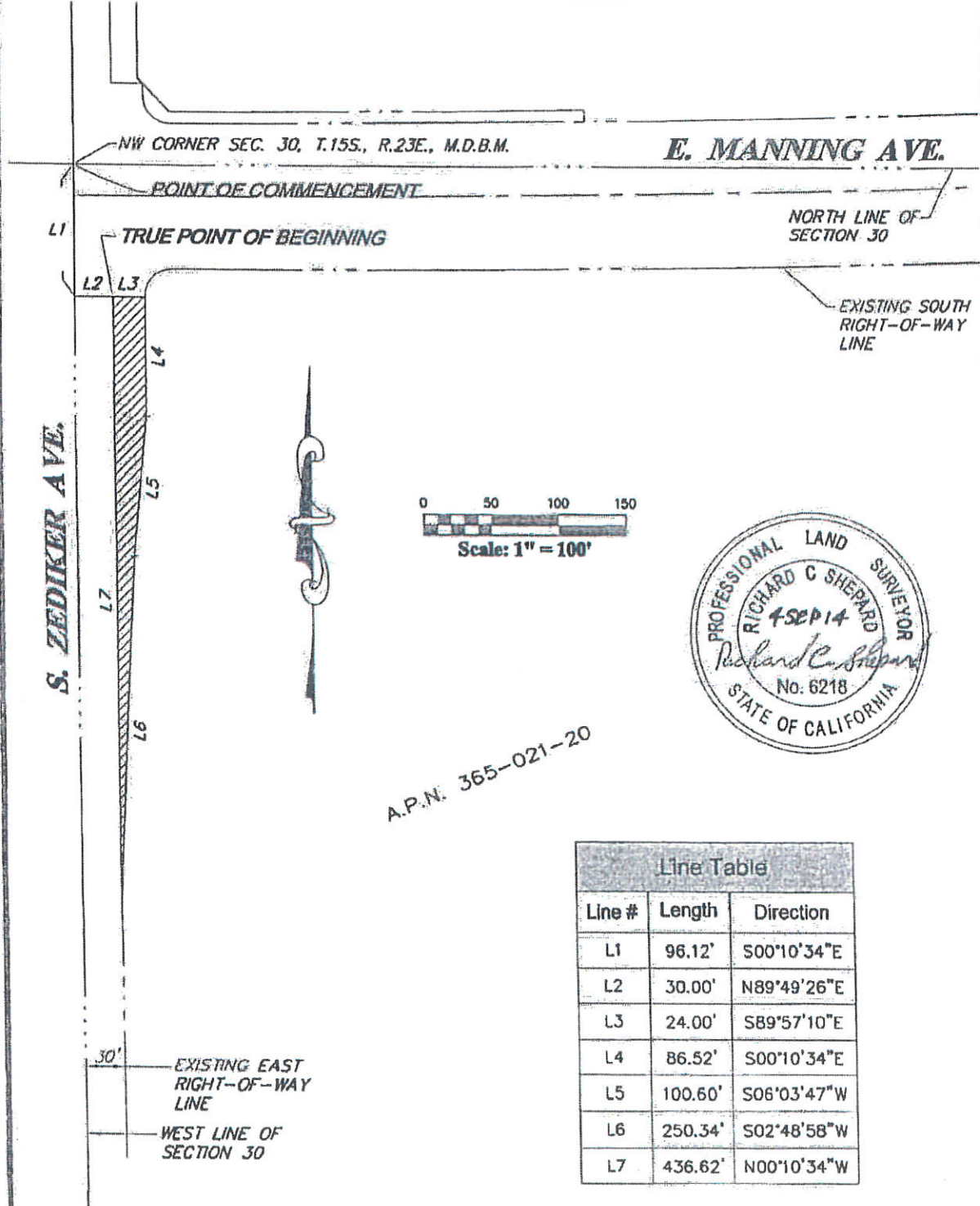
The property described herein encompasses 5,564 square feet, or 0.1277 acres, more or less.

Basis of Bearings -- the South Line of the Southwest Quarter of Section 19, Township 15 South, Range 23 East, Mount Diablo Base & Meridian, bears North $89^{\circ}57'10''$ West, as shown on sheet 10 of the Fresno County Right-Of-Way Map Number 3327, dated 10Apr1972.

Page 2 of this set of 2 pages is an exhibit map (960P1201E2.dwg) for this legal description, hereby made a part hereof.

End of Legal Description.





Line Table		
Line #	Length	Direction
L1	96.12'	S00°10'34"E
L2	30.00'	N89°49'26"E
L3	24.00'	S89°57'10"E
L4	86.52'	S00°10'34"E
L5	100.60'	S06°03'47"W
L6	250.34'	S02°48'58"W
L7	436.62'	N00°10'34"W

EXHIBIT MAP FOR DEED

A.P.N. 365-021-20 TOTAL AREA OF DEED = 5,564 SQ.FT. ± OR 0.1277 AC. ±

PARCEL LOCATION: COUNTY OF FRESNO, CALIFORNIA

04SEP14

960P1201E2.DWG



G. HENSCH & ASSOCIATES

CIVIL ENGINEERS
421 loc. Y Street
Modesto, California 95237
(209) 875-5081 FAX 875-3544
E-mail: gha@gha-engineers.com
www.gha-engineers.com

EXHIBIT "B"



Placer Title Company
7643 North Ingram Avenue, Suite 101
Fresno, CA 93711
Phone: (559)261-2910
Fax: (559)261-2963

Order No.: P-233667
Reference:
Escrow Officer: Darryl Evans
Email: devans@placertitle.com
Email Loan Docs To: 2101edocs8@placertitle.com

Proposed Insured:
Proposed Loan Amount:

Proposed Underwriter: Old Republic National Title Insurance Company

Property Address: No Site Address, Reedley, CA 93654

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which Issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: September 25, 2017 at 7:30AM
Title Officer: Ric Laws

Order Number: P-233667

The form of policy of title insurance contemplated by this report is:

2006 ALTA Standard Owners Policy

2006 ALTA Extended Loan Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Kambray, LLC, a California limited liability company

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. The property is within the boundaries of the following District(s) and is subject to all taxes, assessments and obligations thereof:

Consolidated Irrigation District

NOTE: (For proration purposes only)

Taxes, special and general, assessment districts and service areas for the Fiscal Year 2016-2017:

1st Installment:	\$1,752.71	PAID
2nd Installment:	\$1,752.71	PAID
Parcel Number:	365-021-20	
Code Area:	156-002	
Land Value:	\$238,665.00	
Improvements:	\$19,347.00	
Exemption:	\$0.00	

4. An easement over said land for public road and incidental purposes, as granted to County of Fresno, in deed recorded March 13, 1890, (book) 109 (page) 468, of Deeds.

Affects: the West 30 feet

No representation is made as to the current ownership of said easement.

[Document Link](#)

5. An easement over said land for public road and incidental purposes, as granted to County of Fresno, in deed recorded March 5, 1920, (book) 596 (page) 456, of Deeds.

Affects: the North 30 feet

No representation is made as to the current ownership of said easement.

[Document Link](#)

6. An easement over said land for irrigation pipelines and incidental purposes, as granted to County of Fresno, in Final Order of Condemnation recorded January 31, 1975, (book) 6394 (page) 278, Official Records.

Affects: as set forth therein

No representation is made as to the current ownership of said easement.

Document Link

7. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
8. The requirement that Placer Title Company be provided with a Free and Clear Affidavit-Verification of Unencumbered Property executed by the vestee(s) herein.
9. The requirement that we be provided with a copy of the operating agreement and any amendments thereto for Kambray, LLC, a limited liability company.

***** SPECIAL INFORMATION *****

*** CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

*** LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the Issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is Commercial and that the property address is:

No Site Address, Reedley, CA 93654

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposited via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

***** DISCLOSURE OF DISCOUNTS *****

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

***** LENDER'S NOTE *****

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

***** BUYER'S NOTE *****

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF PARLIER
1100 E. Parlier Avenue
Parlier CA, 93648

APN: 365-021-20

ADDRESS: None Assigned, SEC Manning and Zediker Aves., Parlier CA

Space above this line for Recorders Use

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Kambray LLC, GRANTOR,

hereby GRANT(S) to the CITY OF PARLIER, a California Municipal Corporation, GRANTEE, an easement and right of way for public street and utility purposes, over, under, across, and through the following described real property in the City of PARLIER, County of Fresno, State of California:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART THEREOF.

The CITY OF PARLIER, the GRANTEE of this Easement, and any successor and assign or grantor of this Easement agrees to indemnify, defend, and hold the Owner of the real property described in Exhibit "A" and any successor, assign, or grantor free and harmless from and against any and all claims for damages arising from any event or occurrence on the property described on Exhibit "A" regardless of the cause of such event, or occurrence.

Dated: 2/26/18

By: 

For:

Hideki Orani, Manager
Kambray LLC

Attach Notary Acknowledgement

ACKNOWLEDGMENT

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

State of California

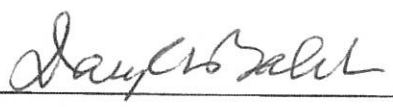
County of Fresno

On FEB. 26, 2018 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



LEGAL DESCRIPTION
For
EASEMENT DEED

Affecting A.P.N. 365-021-20, Fresno County

That portion of the Northwest Quarter of Section 30, in Township 15 South, Range 23 East, Mount Diablo Base & Meridian, according to the Official United States Government Township Plats, in the County of Fresno, State of California of the United States of America, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 30;

thence (L1) along the west line of said Section, South 00°10'34" East, a distance of 96.12 feet;

thence (L2) North 89°49'26" East, a distance of 30.00 feet to the southwesterly corner of the property described in the Grant Deed recorded 30Oct1995 as Document No. 95139004, O.R.F.C., said corner being the **TRUE POINT OF BEGINNING**;

thence (L3) along the south line of said property described in Document No. 95139004, South 89°57'10" East, a distance of 24.00 feet to a point being 54.00 feet easterly from, measured at right angle to, the aforementioned west line of Section 30;

thence (L4) parallel with said west line, South 00°10'34" East, a distance of 86.52 feet;

thence (L5) South 06°03'47" West, a distance of 100.60 feet;

thence (L6) South 02°48'58" West, a distance of 250.34 feet to a point 30.00 feet easterly from, measured at right angle to, said Section line;

thence (L7) parallel with and 30.00 feet distant from said Section line, North 00°10'34" West, a distance of 436.62 feet to the **TRUE POINT OF BEGINNING**.

The property described herein encompasses 5,564 square feet, or 0.1277 acres, more or less.

Basis of Bearings – the South Line of the Southwest Quarter of Section 19, Township 15 South, Range 23 East, Mount Diablo Base & Meridian, bears North 89°57'10" West, as shown on sheet 10 of the Fresno County Right-Of-Way Map Number 3327, dated 10Apr1972.

Page 2 of this set of 2 pages is an exhibit map (960P1201E2.dwg) for this legal description, hereby made a part hereof.

End of Legal Description.



S. ZEDIKER AVE.

NW CORNER SEC. 30, T.15S., R.23E., M.D.B.M.

E. MANNING AVE.

POINT OF COMMENCEMENT

NORTH LINE OF SECTION 30

TRUE POINT OF BEGINNING

EXISTING SOUTH RIGHT-OF-WAY LINE

0 50 100 150

Scale: 1" = 100'



A.P.N. 365-021-20

Line Table

Line #	Length	Direction
L1	96.12'	S00°10'34"E
L2	30.00'	N89°49'26"E
L3	24.00'	S89°57'10"E
L4	86.52'	S00°10'34"E
L5	100.60'	S06°03'47"W
L6	250.34'	S02°48'58"W
L7	436.62'	N00°10'34"W

30' EXISTING EAST RIGHT-OF-WAY LINE
WEST LINE OF SECTION 30

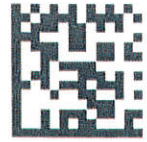
EXHIBIT MAP FOR DEED

A.P.N. 365-021-20 TOTAL AREA OF DEED = 5,564 SQ.FT.± OR 0.1277 AC.±
PARCEL LOCATION: COUNTY OF FRESNO, CALIFORNIA 04SEP14 960P1201E2.DWG



GIERSCH & ASSOCIATES
CIVIL ENGINEERS
421 No. "I" Street
Modesto, California 95637
(559) 673-5981 FAX 675-3544
E-mail: office@gai-online.com
www.gai-online.com

Free & Clear Affidavit
Verification of Unencumbered Property



342653-1188-C

Order Number: P-233667

Kambray, LLC, a California limited liability company

Due to the rising concern with documentation that may or may not become a matter of public record, particular interest has focused on real property transactions that appear to be debt free (i.e., no outstanding deed of trust, mortgage, or similar evidence of an obligation to a third party). In order to substantiate or confirm the fact that the public records accurately reflect the status of unencumbered property the title insurance underwriters now require a verification as to the source of funds to acquire real estate or pay off a loan in those instances when there is no concurrent or new financing instrument of record. We would, therefore, appreciate your completing the following affidavit and returning the same to this office as early as possible in order to avoid any possible delay in closing the referenced transaction.

To:	Placer Title Company
Escrow Number:	P-233667
Property Address:	No Site Address
	Reedley, CA 93654

Affidavit and Verification of Unencumbered Property

The undersigned Affiant does hereby affirm that to the best of Affiant's knowledge and information, Affiant is not aware of any outstanding deeds of trust, mortgages or monetary obligations to a third party affecting the real property described in the above referenced file and that the said property is free and clear of any financing.

The undersigned Affiant acknowledges that this Affidavit and Indemnity and the representations contained herein are being relied upon by the buyer, new lender and title insurer in the above-referenced escrow. As a result thereof, Affiant agrees to indemnify any third party including but not limited to buyer and title insurer under your above-reference escrow, for any loss, costs or damages, including attorney's fees, accruing to such person or entity as a consequence of any inaccuracies in the above representations.

The undersigned declares under penalty of perjury, that the foregoing is correct.

Date: 2/26/18

Kambray, LLC, a California limited liability company

By: 