



# City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908  
(559)897-5821 (559)897-5568

Bruce Blayney  
Mayor

Michelle Roman  
Mayor Pro Tem

COUNCIL MEMBERS  
Ben Creighton  
Staci Smith  
Sherman Dix

Alexander J. Henderson  
City Manager

**WEDNESDAY**

**July 6, 2016**

**6:00 P. M.**

**KINGSBURG CITY COUNCIL CHAMBER  
1401 DRAPER STREET**

## **AGENDA**

### **KINGSBURG CITY COUNCIL REGULAR MEETING**

Invocation to be given by Pastor Pete Querin of New Life Church of God, followed by the Pledge of Allegiance led by Mayor Bruce Blayney.

#### **6:00 P.M. REGULAR MEETING**

**I. Call to Order and Roll Call -**

**II. Public Comments** – This is the time for any citizen to come forward and address the City Council on any issue within its jurisdiction. A maximum of five minutes is allowed for each speaker.

**III. Approve Agenda** – Action by the Council to approve the agenda or to make modifications.  
Note: The type of items that can be added to the agenda is constrained by State law.

**IV. a. Consent Calendar** – Items considered routine in nature are to be placed on the Consent Calendar. They will be considered as one item and voted upon in one vote unless individual consideration is requested. Each vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed, except where the item specifically notes a prior recorded opposition or abstention, in which case the present affirmative vote on the Consent Calendar is considered and recorded as reaffirming that prior opposition or abstention. Approval of Consent Calendar items includes recitals reading ordinance(s) by title(s) only and adoption of recommended action(s) contained in staff reports.

**1. Approval of City Council Minutes** – Approve the minutes from the joint meeting held on June 15, 2016 as prepared by City Clerk Abigail Palsgaard.

**2. Check Register**– Ratify/approve payment of bills listed on the check register for the period June 10, 2016 through June 30, 2016 as prepared by Accounts Payable Clerk Grace Reyna.

3. **San Joaquin Valley Air Pollution Control District Grant Application Resolution**– Adopt Resolution 2016-038 allowing the City of Kingsburg and the City Manager to apply for grant funds to purchase a new alternative Fuel Vehicle. Resolution prepared by City Clerk Abigail Palsgaard.
4. **Police Vehicle Surplus Resolution** – Adopt Resolution No. 2016-039 approving the surplus of vehicles that are no longer in use and to dispose of them as deemed appropriate. Resolution prepared by City Clerk Abigail Palsgaard.
5. **Community Development Block Grant Agreement** – Approve Mayor Blayney to enter into contract with the County of Fresno for the distribution of funds for the Community Development Block Grant. Staff Report prepared by City Engineer Dave Peters.
6. **Appointment to the Community Services Commission** – Affirm Mayor Blayney’s appointment of Joy Bratton to the Kingsburg Community Services Commission for the remainder of a four year term to expire in November 2016. Application is included.
7. **Local Transportation Purpose Certification and Claims** – Adopt Resolution No. 2016-041 approving submittal of Local Transportation Purposes Certification and Claims for FY 2016/17 Measure C Extension Local Transportation through Project and Program Funds. Resolution prepared by Finance Director Maggie Moreno.
8. **2016/17 Transportation Development Act (TDA) Claim** – Approve submittal of the Transportation Funding Claim for Fiscal Year 2016/17 as prepared by Finance Director Maggie Moreno.

**b. Pulled Consent Calendar Items:**

**V. REGULAR CALENDAR**

1. **Reserve Fire Fighter John Saubert Retirement Recognition-** Presentation by Fire Chief Tim Ray
2. **2016 American Planning Association California Central Section Award Presentation for Planning Consultant Holly Owen**– Presentation of Award by Rob Terry, Principal Regional Planner, Fresno Council of Governments

Possible Action(s):

- a. Presentation of Award by Rob Terry, Principal Regional Planner, Fresno COG
- b. Council Discussion
- c. Informational- No Action Necessary

- 3. Commission Funds Expenditure Requests for Skate Park Items and Benches for the Dog Park**– Consider Staff Report prepared by Community Services and Senior Citizens Coordinator Ashlee Winslow-Schmal.

Possible Action(s):

- a. Presentation by Community Services and Senior Citizens Coordinator Ashlee Winslow-Schmal
- b. Council Discussion
- c. Action on the Expenditure Requests

- 4. Extraterritorial Water Service Agreements** – Staff Report Prepared by Planning Consultant Holly Owen

Possible Action(s):

- a. Presentation by Planning Consultant Holly Owen
- b. Council Discussion
- c. Action on the Water Service Agreements

- 5. Building Permit and Activity Update** – Staff Report Prepared by City Manager Alex Henderson

Possible Action(s):

- a. Presentation by City Manager Alex Henderson
- b. Council Discussion
- c. Informational- No Action Necessary

**6. Council Reports and Staff Communications**

- a. Community Services Commission –
- b. Public Safety Committee –
- c. Chamber of Commerce –
- d. Economic Development –
- e. Finance Committee –
- f. Planning Commission –
- g. City Manager’s Report –

**7. Other Business as May Properly Come Before the City Council**

**8. Adjourn Regular Kingsburg City Council Meeting**

Any writings or documents provided to a majority of the Kingsburg City Council regarding any item on the agenda will be made available for public inspection in the City Clerks office located at 1401 Draper Street during normal business hours.

**KINGSBURG CITY COUNCIL  
REGULAR MEETING  
JUNE 15, 2015  
6:00 P. M.**

**JOINT MEETING OF THE KINGSBURG CITY COUNCIL,  
THE KINGSBURG REDEVELOPMENT SUCCESSOR AGENCY, and  
THE KINGSBURG JOINT POWERS AUTHORITY.**

Invocation was given by Pastor Grant Thiesen of New Life Ministries, followed by the Pledge of Allegiance led by Mayor Bruce Blayney.

**6:00 P.M. REGULAR MEETING**

**Call to order:** Mayor Blayney called the Joint Meeting of the Kingsburg City Council, the Kingsburg Redevelopment Successor Agency and the Kingsburg Joint Powers Authority at 6:01pm.

**Council Members/Directors Present:** Ben Creighton, Staci Smith, Sherman Dix, Michelle Roman and Mayor/Chairman Bruce Blayney.

**Council Members/Directors Absent:** None.

**Staff Present:** City Manager Alex Henderson, City Attorney Mike Noland, Police Chief Neil Dadian, Fire Chief Tim Ray, Finance Director Maggie Moreno, Planning Director Holly Owen, City Engineer Dave Peters, Fire Captain Russ Davis and Fire Captain Wayne Osborne.

**Public Comments:** None.

**Approve Agenda:** A motion was made by Council Member/Director Roman, seconded by Council Member/Director Dix, to approve the agenda, with the amendment of moving the recognition of Fire Captain Davis as Regular Calendar Item 3 and the pinning of new full time firefighters as Regular Calendar Item 1 at the request of Fire Chief Tim Ray. The motion carried by unanimous voice vote.

**Consent Calendar:** A motion was made by City Council Member Creighton, seconded by Council Member Smith, to approve the Consent Calendar, as published. The motion carried by unanimous vote.

**(To be approved only by City Council)**

- 1. Approval of City Council Minutes** – Approve the minutes from the regular meeting held on June 1, 2016 as prepared by City Clerk Abigail Palsgaard.
- 2. Check Register**– Ratify/approve payment of bills listed on the check register for the period May 26, 2016 through June 9, 2016 as prepared by Accounts Payable Clerk Grace Reyna.
- 3. TCP-123 Well Mitigation Final Report**- Approve the TCP-123 Well Mitigation Final Report.

4. **Fresno/Madera Area Agency on Aging (FMAAA) Contract** – Adopt Resolution No. 2016-032 authorizing Ashlee Schmal, Community Services and Senior Citizens Coordinator, to execute contract(s) with FMAAA for the fiscal year beginning July 1, 2016 to June 30, 2017, including any subsequent amendments and all the necessary supporting documents.
5. **Initiate Annexation of Territory into Landscape Assessment District No. 93-01 as Annexation No. 14.**- Staff Report prepared by Finance Director Maggie Moreno.
  - a. **Approve Resolution 2016-033-** Approve Resolution 2016-033 of the City Council of the City of Kingsburg initiating proceedings for the approval of the annexation of territory into Kingsburg Landscape Assessment District No. 93-01, as Annexation No. 14, and the levy and collection of assessments within such annexation for Fiscal Year 2016/2017 pursuant to the landscaping and lighting act of 1972, Part 2 of Division 15 of the California Streets and Highways Code and as provided by Article XIII D of the California Constitution, and ordering the preparation of an engineer’s report in connection therewith.
  - b. **Approve Resolution 2016-034-** Approve Resolution 2016-034 of the City Council of the City of Kingsburg preliminarily approving the report of the engineer in connection with the approval of the annexation of territory into Kingsburg Landscape Assessment District No. 93-01, as Annexation No. 14, and the levy and collection of assessments within such annexation for Fiscal Year 2016/2017 pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code and as provided by Article XIII D of the California Constitution.
  - c. **Approve Resolution 2016-035-** Approve Resolution 2016-035 of the City Council of the City of Kingsburg declaring its intention to order the approval of the annexation of territory into Kingsburg Landscape Assessment District No. 93-01, as Annexation No. 14, to levy and collect assessments within such annexation for Fiscal Year 2016/2017 pursuant to the Landscaping and Lighting act of 1972, Part 2 of Division 15 of the California Streets and Highways Code and as provided by Article XIII D of the California Constitution, and appointing a time and place for hearing protests.
6. **Reject All Bids for Sierra Street Reconstruction & 6th Avenue Drive Rehabilitation – Federal Project No. STPL 5170 (043) & (049)** - Staff Report prepared by City Engineer Dave Peters

**(To be approved only by Kingsburg Redevelopment Successor Agency)**

7. **Approval of Kingsburg Redevelopment Successor Agency Minutes** – Approve the minutes from the regular meeting held on June 17, 2015 as prepared by Planning Secretary Mary Colby.

**(To be approved only by Kingsburg Joint Powers Authority)**

- 8. Approval of Kingsburg Joint Powers Authority Minutes** – Approve the minutes from the regular meeting held on June 17, 2015 as prepared by Planning Secretary Mary Colby.

**b. Pulled Consent Calendar Items: None**

## **REGULAR CALENDAR**

### **Pinning of new full time firefighters Joey Frankmore, Robert Johnson and Curtis Rusk**

Fire Chief Tim Ray introduced the new full time firefighters, all who were reserves and now have been promoted to full time. Fire Captain Russ Davis ceremonially swore in the firefighters. Badges were pinned by family members.

### **Fire Department Promotion of Kevin Clark to Captain**

Fire Chief Tim Ray spoke about Kevin Clark's commendable 13 years of service to the Kingsburg Fire Department and his experience and how proud he is of his development and leadership. Kevin Clark was promoted to Fire Captain and was pinned with Bugles representing his rank and was given his 10 year pin.

### **Recognition of Retiring Fire Captain Russ Davis**

Fire Chief Tim Ray presented Fire Captain Russ Davis with a certificate of appreciation for the oldest firefighter alive in jest. Captain Davis was presented with a certificate and a pin for his honorable 25 years of service to the Kingsburg Fire Department and the Kingsburg community.

Mayor Blayney Presented a Proclamation honoring Fire Captain Davis' and reminisced about their time together while Mayor Blayney was a volunteer fire fighter.

Fire Captain Russ Davis thanked everyone there, Mayor, Council and his firefighter brothers.

## **PUBLIC HEARING Continued from 6/1/2016 – Awarding of Competitive Allocations for Residential Development for 2016 (Action only by the City Council)**

### Re-Open Public Hearing 6:35pm

Planning Consultant Holly Owen said that this process is a calendar driven action governed by the City's Growth Management Ordinance. She said Staff requested applicants submit letters of understanding, which they did. She said Staff changed the wording in the resolution to 'up to a maximum of 301 allocations' and that all projects must follow the North Kingsburg Specific Plan, state and federal law. The growth management process was voted on in 2004 by the citizens and this is the process that was approved. Ms. Owen then displayed a timeline showing when the public input will be received.

### Council Discussion 6:43pm

Council Member Dix asked about dates and allocations expiring. Planning Consultant Owen said to her knowledge an extension can be requested.

Council Member Roman said she meet with the Jack Shantz and she wanted to bring forward the concerns that are in the letter they received.

Council Member Dix asked the reason for the map. Ms. Owen said it is for the general layout, it is almost like a place holder. Council Member Roman said she appreciated the staff listening to the citizen's concerns by changing the wording to 'up to'. Council Member Dix asked if the purpose of the map is to rate the projects in case there is was a competitive process. Ms. Owen said yes. Mayor Blayney said he received request for private meetings and correspondences. He said this is only a conceptual map. All this does is give people allocations. Council Member Dix asked at what point is the density, traffic control come into play. Ms. Owen said at the environmental review noise, air quality, and public safety all come into play. All documents will be available to the public and the effected jurisdictions. Mayor Blayney said the first step is letter of intent, and if approved receiving allotments. Then there will be a site plan review with the environmental report. Ms. Owen said site plan review has members of the community, staff and they will let the developer know what needs to be done. Mayor Blayney said at that time the developer has to conform to the requests. If approved it will then forwarded to the Planning Commission. Ms. Owen said if they meet the conditions of approval then it will be brought to the Planning Commission. Mayor Blayney said after it comes out of site plan, then it will be reviewed in the Planning Commission which will be a public hearing that will be noticed. If approved by the Planning Commission, it would next go to City Council. If City Council approves it then it goes to LAFco for approval and annexation.

Re-Open Public Comment: 6:57pm

Lorren Smith, Harbour & Associates, Clovis California, said his firm is working with Mr. Erickson and Mr. Nelson. He is happy to answer any questions.

Teresa Schreiner, 2641 19<sup>th</sup> Ave., did read the North Kingsburg Specific Plan, asks that it will be postponed 6 months. Thinks 60 lots are too many.

Larry Mitchell, 2621 19<sup>th</sup> Ave., has a problem with the access roads and traffic. His concern is when all is said and done and they will have to live with it. The mix of multifamily housing in residential doesn't seem like it is the right thing to do. He is worried about parks.

Dave Crinklaw, 13837 Zediker, West Start Construction, spoke about being around while the North Kingsburg Specific Plan was being formed, he lives in the area, understands Kingsburg, and that the map is conceptual.

Don Pauley, 2380 Howard Street, spoke about different sections of the General Plan and his concerns from these potential developments and traffic systems, land use and public right of ways.

Melvin Enns, 1911 Bergren Ct., said he is addressing specifically the Nelson Tract. He then read off quotes he wrote down from the first meeting. He said he is asking for clarity. He is asking them to wait on the Nelson plan.

Mayor Blayney said he wants to make sure the public understands council can't discuss matters of the continued public hearing privately without reporting to council at the public hearing. In his opinion he didn't want to be accused of having closed door meetings. Council Member Dix said he wanted to make sure the public understood this.

Paul Kruper, 2601 19<sup>th</sup>, wanted to discuss how the maps came before council in the state that they were in, why is there not somewhat of a screening process. He suggested less allocations. Appreciates Holly Owen for getting letters of understanding from developers.

Council Member Roman asked if the Planning Commission voted on the allocations.

Planning Consultant Owen said yes.

Jack Shantz, 2651 19<sup>th</sup>, spoke about meeting with Michelle Roman. He said he is asking to wait or get the numbers to a more reasonable number. Appreciated having the letters from the developers.

Close Public Comment: 7:30pm.

Continued Council Discussion

Mayor Blayney asked Staff if the Planning Commission can reject the map after Site Plan Review.

City Attorney Mike Noland said if the environmental document is insufficient, or if it doesn't conform to North Kingsburg Specific Plan, City Code, state laws then they can.

Council Member Dix asked if there are subjective measures for approval.

City Attorney Mike Noland said Planning Commission is not bound by Staff and can look at the map and then make their determination.

Council Member Dix asked if the conceptual map was required.

Planning Consultant Owen said yes.

Mayor Blayney said if the Planning Commission approves it and it comes to Council and then it has to go in front of LAFCo., could it be stopped at the Council level?

City Attorney Mike Noland said yes, along with the planned annexation. Council would have to approve it to move forward.

Council Member Creighton said we can't issue the allotments without maps. We can be certain that concerns will be addressed. He said I understand we can't go anywhere without this process.

Planning Consultant Owen said the Planning Department and Staff want the best projects for the City.

Council Member Roman said she is not against any new tracts going in. She wants to make it sure it is done the right way. Said she understands we are talking about the allocations. She said she understands the citizens' concerns.

Council Member Dix said before the growth management plan, there was a process, and that process is still in place.

Close Public Hearing: 7:46pm

Council Member Roman made a motion to approve the allocation with amending the amount allowed to the Gary Nelson project to 54, Council Member Creighton seconded it.

Council discussed the amended recommendation. Mayor Blayney said he trusts our staff and that is not the map he would expect to be brought back to the Planning Commission. He doesn't feel comfortable re-doing other people's map from the dais.

Council Member Creighton said he doesn't feel comfortable changing one person's map when we just said the maps do not mean anything.

Council Member Dix said he doesn't want to set a precedent that you go to the City and ask what can you do and then go in front of Council and then it all goes up in the air.

The motion on the proposed amendment to Resolution 2016-030, changing the Nelson property allotment to 54 did not carry, with one vote in favor by Council Member Roman and the remainder of the Council Members voting no.

A motion was made by City Council Member Dix, seconded by Council Member Smith, to adopt Resolution 2016-030 recommending awarding of up to a maximum of 301 housing units as the 2016 housing unit allocation, as published. The motion carried by four in favor and Council Member Roman voting no. by Council Member Creighton, Council Member Smith, Council Member Dix and Mayor Blayney

### **PUBLIC HEARING - Fiscal Year 2016/2017 Budget Review**

Open Public Hearing: 7:54pm

City Manager Alexander Henderson spoke about revenues being over the estimate by \$400,000 for this year. He said for this coming year there is over \$1.5 million for public projects. He said there was a small surplus. He said the actual document was revamped this year with a new format. He said there are now case studies to show how we got to where we are at in the budget. He spoke about the positive improvement of the ambulance program and the Federally funded street improvements. He said the City will be submitting this year's budget for GFOA award. In this year's budget there are adjustments to purchasing policies to assist with bond rating.

Council Discussion: 7:57pm

Council Member Creighton said it is an impressive piece of work. Mayor Blayney said Finance Director Maggie Moreno put in a lot of hours. Council Member Roman thanked staff.

Open Public Comment: 7:58pm

Close Public Comment: 7:58pm

Continued Council Discussion: 7:58pm

Close Public Hearing: 7:58pm

A motion was made by Council Member Roman, seconded by Council Member Creighton to adopt Resolution No. 2016-036 approving the City of Kingsburg 2016/2017 Fiscal Year Budget; including the Kingsburg Public Finance Authority and Kingsburg Redevelopment Successor Agency budgets. The motion carried by unanimous voice vote.

**PUBLIC HEARING –Deleting Section 6.04.050 And Adding Section 6.04.170 To Chapter 6.04 Of Title 6 Of The Kingsburg Municipal Code Pertaining To Keeping Of Animals In The City Limits (Action only by the City Council)**

Open Public Hearing: 8:00pm

City Manager Alex Henderson said Staff cleaned up the language in the ordinance. The ordinance kept the provision of no roosters, the limit of 5 chicken hens, chicken permit fees, coop regulations and added all adjacent property owners to sign off to keep chicken legally.

Council Discussion: 8:02pm

The Council members discussed what properties would have to sign off on the chicken permit. Council asked if it included across the street and across the alley way.

City Attorney Mike Noland said we could add the wording ‘directly across the street’ to the ordinance.

Council Member Roman said citizens are concerned because of the smell, even if a neighbor is across the street. She said she is already concerned about dogs and would like to talk about chickens later on.

Open Public Comment: 8:11pm

Margie Smith, 641 12<sup>th</sup>, said cats and dogs will try to get to chickens. Worried about diseases. She is against chickens.

Jack Shantz, 2651 19<sup>th</sup>, against chickens, spoke about chickens in Sacramento, thinks it is going to back fire, asking them to put chickens on the back burner.

Don Pauley, 2380 Howard Street, aware of the social changes. Recommends everyone in a 350 feet radius gets noticed. Doesn’t think there is the staff to handle this. He doesn’t want to put neighbor vs. neighbor.

Teresa Lipschitz, 2150 Howard, People are mad that the dog park closed and she thinks the smell will be worse. No dog park, no chickens.

Close Public Comment: 8:22pm.

Continued Council Discussion

Council Member Roman asked about fines. Mayor Blayney said he would like to amend the notice radius to 150 feet.

Council Member Dix said he went to a friend’s house that had chickens, couldn’t smell them or hear them. Thinks noticing neighbors are good ideas.

Council Member Creighton said he is worried about pitting neighbors against each other.

Council Member Dix said he is worried about stray cats and dogs.

Close Public Hearing: 8:29pm

Mayor Blayne motioned to amend the ordinance to notify neighbors for their approval within 225 feet of the chicken property, and waive the first reading and introduce Ordinance No. 2016-003 Deleting Section 6.04.050 And Adding Section 6.04.170 To Chapter 6.04 Of Title 6 Of The Kingsburg Municipal Code, and pass to a second reading and adopt Resolution No. 2016-037 approving the Chicken Permit fee.

Council discussed the proposed amendment. Council Member Dix said he is open to allowing chickens but a lot of people have reached out regarding stray dogs and stray cats.

The motion on the amended ordinance did not carry with two vote is in favor from Council Member Smith and Mayor Blayne and and the remainder of the Council Members voting no.

**Crime Statistics report for the Month of May 2016**

Chief of Police Neil Dadian spoke about how the statistic of domestic violence is under assault. He said there has been a decrease in residential and commercial burglaries and an increase in grand thefts and scams. Chief Dadian said there are still vehicle thefts from citizens who left their cars with the keys in and running. He said there has been a decrease in calls for service, and he asked Records Supervisor Padilla if she knew why and he was notified that before Fresno County Sheriff Office (“FSO”) took over dispatch the previous directive was enter a call for service for lobby traffic. He said he didn’t know this was happening. Chief Dadian said there has been no issues or complaints from FSO. Chief Dadian said FSO recently reported 98% of 911 calls are answered and dispatched in 40 seconds. He spoke about Facebook followers which are over 3,000, and increasing as well as app subscribers. There are 13 applicants for police officers and they are good quality. Spoke about the shooting in Orlando. FBI has three levels of terrorist watching, if no criminal information comes from the initial look they cannot proceed to watch the person. He said he believes in “you see something you say something” and that he is going to be promoting that. He said he has an officer in a terrorist liaison group and that he pays attention to terrorism, it all starts local somewhere.

**Council Reports and Staff Communications**

Community Services Commission

Council Member Roman said the next meeting is 6/27/16.

Public Safety Committee

Council Member Creighton said they have met and discussed a possible upcoming project.

Chamber of Commerce

Council Member Smith said they met yesterday and that the Swedish festival was a success. She said the next mixer is at Malan's next week. Upcoming events are the Independence Day Celebration on 7/3/2016, band concerts are starting, and the Tour de Fresno is starting here.

Economic Development

Council Member Roman said they meet next on 6/30/2016.

Finance Committee

Mayor Blayney said they haven't met since the last meeting. He appreciates staff effort on the budget.

Planning Commission

Mayor Blayney said they haven't meet and that the next meeting is July 12, 2016.

City Manager's Report

The City Manager said the alley ways are being repair off of draper. California street repair will begin on 6/21/2016 (Monday). He said he has been working with the railroad to have them remove the poles.

Council Member Roman said Larry Esau was able to have someone donate a Dalla Horse.

**Other Business as May Properly Come Before the City Council**

Council Member Smith said this Monday is the Big Band from Sweden, and the Midsummer is coming up Saturday June 24.

The July 20, 2016 Regular Meeting is canceled to August 3, 2016.

**Adjourn Joint Meeting of The Kingsburg City Council, Board of Directors of The City of Kingsburg Public Financing Authority and the Board of Directors of The Kingsburg Redevelopment Successory Agency.**

The Meeting was adjourned at 8:55pm.

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| <p>Any writings or documents provided to a majority of the Kingsburg City Council regarding any item on the agenda will be made available for public inspection in the City Clerks office located at 1401 Draper Street during normal business hours.</p> |
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## Accounts Payable

## Checks by Date - Summary by Check Date

User: gracer  
 Printed: 6/30/2016 3:01 PM



City of Kingsburg  
 1401 Draper Street  
 Kingsburg, CA 93631-1908  
 (559)897-5821

| Check No             | Vendor No | Vendor Name                              | Check Date | Check Amount |
|----------------------|-----------|--|------------|--------------|
| ACH                  | 3470      | Internal Revenue Service                 | 06/10/2016 | 35,236.91    |
| ACH                  | 3471      | Employment Development Department        | 06/10/2016 | 5,348.07     |
| ACH                  | 3472      | Public Employees Retirement System       | 06/10/2016 | 21,393.42    |
| ACH                  | 3526      | Public Employees Retirement System 457 I | 06/10/2016 | 240.00       |
| 70451                | 3475      | Great West Annuity                       | 06/10/2016 | 1,465.67     |
| 70452                | 3231      | ICMA RETIREMENT CORPORATION              | 06/10/2016 | 400.00       |
| 70453                | 3476      | State Disbursement Unit                  | 06/10/2016 | 92.76        |
| Total for 6/10/2016: |           |  |            | 64,176.83    |
| 70454                | 3004      | ACCELA, INC. #774375                     | 06/17/2016 | 1,786.58     |
| 70455                | 3011      | ALTA PUMP CO INC                         | 06/17/2016 | 30,981.05    |
| 70456                | 3016      | AMERITAS LIFE INSURANCE CORP.            | 06/17/2016 | 2,533.52     |
| 70457                | 3020      | ANGELICA TEXTILES SERVICES COR           | 06/17/2016 | 431.57       |
| 70458                | 3536      | ARROWHEAD EMBLEMS                        | 06/17/2016 | 59.65        |
| 70459                | 3029      | AT&T CALNET 2                            | 06/17/2016 | 467.39       |
| 70460                | 3030      | AT&T MOBILITY                            | 06/17/2016 | 540.10       |
| 70461                | UB*00007  | DIANE ATWOOD                             | 06/17/2016 | 82.32        |
| 70462                | 3446      | AOS AUTOMATED OFFICE SYSTEMS             | 06/17/2016 | 388.79       |
| 70463                | 3038      | BENETRAC                                 | 06/17/2016 | 425.00       |
| 70464                | 3449      | BLUE SHIELD OF CALIFORNIA                | 06/17/2016 | 25,777.97    |
| 70465                | 3048      | BOUNCING OFF THE WALLS                   | 06/17/2016 | 175.00       |
| 70466                | 3054      | BSK ASSOCIATES                           | 06/17/2016 | 210.00       |
| 70467                | 3056      | CAL STATE TERMITE AND PEST               | 06/17/2016 | 460.00       |
| 70468                | 3068      | BARBARA CARPENTER                        | 06/17/2016 | 967.50       |
| 70469                | UB*00005  | LAURA CASUGA                             | 06/17/2016 | 16.89        |
| 70470                | 3074      | CENTRAL SANITARY SUPPLY                  | 06/17/2016 | 8.70         |
| 70471                | 3111      | COLLINS & SCHOETTLER                     | 06/17/2016 | 4,680.00     |
| 70472                | 3115      | COMCAST                                  | 06/17/2016 | 141.08       |
| 70473                | 3119      | COOK'S COMMUNICATIONS CORP.              | 06/17/2016 | 2,535.52     |
| 70474                | 3124      | COUNTY OF FRESNO DEPT OF COMM            | 06/17/2016 | 1,443.75     |
| 70475                | 3123      | COUNTY OF FRESNO DEPT OF COMM            | 06/17/2016 | 551.00       |
| 70476                | 3140      | JAMES R DAVIS                            | 06/17/2016 | 321.52       |
| 70477                | 3141      | DEARBORN NATIONAL                        | 06/17/2016 | 485.85       |
| 70478                | 3540      | FAILSAFE TESTING                         | 06/17/2016 | 950.00       |
| 70479                | 3539      | FOREMOST PROMOTIONS                      | 06/17/2016 | 1,051.80     |
| 70480                | 3188      | FRESNO COUNTY SHERIFF                    | 06/17/2016 | 14,847.70    |
| 70481                | 3194      | FRESNO LOCAL AGENCY FORM COM             | 06/17/2016 | 1,244.60     |
| 70482                | 3200      | DANIEL FRIES                             | 06/17/2016 | 616.00       |
| 70483                | 3219      | HEALTHWISE SERVICES                      | 06/17/2016 | 175.00       |
| 70484                | 3221      | ALEX HENDERSON                           | 06/17/2016 | 45.04        |
| 70485                | 3222      | HENRY SCHEIN, INC.                       | 06/17/2016 | 942.56       |
| 70486                | 3538      | ICC-BIRMINGHAM DISTRICT OFFICE           | 06/17/2016 | 110.00       |
| 70487                | 3237      | JC'S LAWN SERVICE                        | 06/17/2016 | 4,003.00     |
| 70488                | UB*00006  | MARIE L JEFFERY                          | 06/17/2016 | 36.12        |
| 70489                | 3247      | K-9 SOLUTIONS                            | 06/17/2016 | 50.00        |
| 70490                | 3248      | KAHN, SOARES & CONWAY, LLP               | 06/17/2016 | 11,400.00    |

| Check No             | Vendor No | Vendor Name                    | Check Date | Check Amount |
|----------------------|-----------|--------------------------------|------------|--------------|
| 70491                | 3254      | KINGSBURG CHEVRON              | 06/17/2016 | 175.00       |
| 70492                | 3528      | KINGSBURG FEED STATION         | 06/17/2016 | 493.81       |
| 70493                | 3259      | KINGSBURG SUPERMARKET, INC.    | 06/17/2016 | 13.98        |
| 70494                | 3263      | KMART                          | 06/17/2016 | 78.00        |
| 70495                | 3267      | KULOW BROS.                    | 06/17/2016 | 32.90        |
| 70496                | 3269      | LAW & ASSOCIATES               | 06/17/2016 | 600.00       |
| 70497                | 3272      | LEE CENTRAL CALIFORNIA NEWSPAI | 06/17/2016 | 571.09       |
| 70498                | 3275      | LIEBERT, CASSIDY, WHITMORE     | 06/17/2016 | 85.00        |
| 70499                | 3277      | LINCOLN AQUATICS               | 06/17/2016 | 1,167.78     |
| 70500                | 3518      | METRO UNIFORM                  | 06/17/2016 | 195.78       |
| 70501                | 3293      | MID VALLEY DISPOPSAL           | 06/17/2016 | 188,258.21   |
| 70502                | 3310      | NEXTIVA                        | 06/17/2016 | 1,897.82     |
| 70503                | 3311      | NOVATO FIRE DISTRICT           | 06/17/2016 | 2,111.76     |
| 70504                | 3315      | P G & E                        | 06/17/2016 | 25,501.06    |
| 70505                | 3320      | PEPSI COLA                     | 06/17/2016 | 1,521.58     |
| 70506                | 3328      | PITNEY BOWES-RESERVE ACCOUNT   | 06/17/2016 | 264.89       |
| 70507                | 3334      | PROFESSIONAL PRINT & MAIL, INC | 06/17/2016 | 939.35       |
| 70508                | 3337      | PROVOST & PRITCHARD            | 06/17/2016 | 5,540.80     |
| 70509                | 3343      | R & B COMPANY                  | 06/17/2016 | 231.36       |
| 70510                | 3541      | RAY ARNOLD PLUMBING            | 06/17/2016 | 341.00       |
| 70511                | 3350      | RICOH USA, INC.                | 06/17/2016 | 202.30       |
| 70512                | 3355      | ROHL IN POOL SERVICE & REPAIR  | 06/17/2016 | 2,590.00     |
| 70513                | 3358      | S & S WORLDWIDE, INC.          | 06/17/2016 | 1,550.08     |
| 70514                | 3363      | SAVE MART SUPERMARKETS         | 06/17/2016 | 280.08       |
| 70515                | 3537      | SECOND CHANCE ANIMAL SHELTER   | 06/17/2016 | 150.00       |
| 70516                | 3369      | SILVAS OIL COMPANY, INC.       | 06/17/2016 | 10,381.10    |
| 70517                | 3378      | STAPLES ADVANTAGE              | 06/17/2016 | 1,627.09     |
| 70518                | 3380      | STATE OF CALIFORNIA-D O J      | 06/17/2016 | 709.00       |
| 70519                | 3382      | SHAUN STEPHENS                 | 06/17/2016 | 299.16       |
| 70520                | 3484      | SWANK MOTION PICTURE, INC.     | 06/17/2016 | 250.00       |
| 70521                | 3393      | TCM INVESTMENTS, LP            | 06/17/2016 | 43.29        |
| 70522                | 3397      | THE GAS COMPANY                | 06/17/2016 | 949.87       |
| 70523                | 3400      | THE ORIGINAL WATERMEN          | 06/17/2016 | 136.47       |
| 70524                | 3416      | VERIZONWIRELESS                | 06/17/2016 | 154.24       |
| 70525                | 3493      | VILLAGE TIRE SALES             | 06/17/2016 | 23.49        |
| 70526                | 3423      | VISION SERVICE PLAN            | 06/17/2016 | 590.43       |
| 70527                | UB*00008  | KEVIN WALKER                   | 06/17/2016 | 36.12        |
| 70528                | 3505      | ZOOM IMAGING SOLUTIONS, INC.   | 06/17/2016 | 10.99        |
| Total for 6/17/2016: |           |                                |            | 360,947.45   |
| 70529                | 3509      | STATE OF CALIFORNIA-DMV        | 06/27/2016 | 40.00        |
| Total for 6/27/2016: |           |                                |            | 40.00        |
| 70530                | 3419      | VIKING CLEANING SERVICE        | 06/28/2016 | 3,016.02     |
| Total for 6/28/2016: |           |                                |            | 3,016.02     |
| 70531                | 3007      | ALERT-O-LITE, INC.             | 06/30/2016 | 103.64       |
| 70532                | 3027      | AT & T                         | 06/30/2016 | 60.00        |
| 70533                | 3494      | AT & T                         | 06/30/2016 | 38.25        |
| 70534                | 3030      | AT&T MOBILITY                  | 06/30/2016 | 147.07       |
| 70535                | 3553      | BLUE SHIELD OF CALIFORNIA      | 06/30/2016 | 481.27       |
| 70536                | 3549      | BRUAN NW, INC.                 | 06/30/2016 | 96.34        |
| 70537                | 3054      | BSK ASSOCIATES                 | 06/30/2016 | 630.00       |

| Check No | Vendor No | Vendor Name                     | Check Date | Check Amount |
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| 70538    | 3065      | CALIFORNIA RURAL WATER ASSOC    | 06/30/2016 | 1,146.00     |
| 70539    | 3067      | CARDMEMBER SERVICE              | 06/30/2016 | 2,493.29     |
| 70540    | 3077      | CENTRAL VALLEY OVERHEAD DOOR    | 06/30/2016 | 512.00       |
| 70541    | 3551      | CENTRAL VALLEY TOXICOLOGY       | 06/30/2016 | 52.00        |
| 70542    | 3094      | CITY OF KINGSBURG-CITY HALL     | 06/30/2016 | 394.40       |
| 70543    | 3101      | CITY OF SANGER                  | 06/30/2016 | 821.25       |
| 70544    | 3106      | KEVIN CLARK                     | 06/30/2016 | 200.00       |
| 70545    | 3111      | COLLINS & SCHOETTLER            | 06/30/2016 | 4,050.00     |
| 70546    | 3113      | COMCAST                         | 06/30/2016 | 141.08       |
| 70547    | 3114      | COMCAST                         | 06/30/2016 | 141.58       |
| 70548    | 3116      | COMCAST                         | 06/30/2016 | 131.08       |
| 70549    | 3117      | COMCAST                         | 06/30/2016 | 106.33       |
| 70550    | 3119      | COOK'S COMMUNICATIONS CORP.     | 06/30/2016 | 57.49        |
| 70551    | 3158      | ENER POWER                      | 06/30/2016 | 1,751.00     |
| 70552    | 3160      | ENS ELECTRIC                    | 06/30/2016 | 1,016.47     |
| 70553    | 3557      | TONY FERRO                      | 06/30/2016 | 75.00        |
| 70554    | 3172      | FIDELITY SECURITY LIFE          | 06/30/2016 | 6,337.45     |
| 70555    | 3199      | FMAAA                           | 06/30/2016 | 139.62       |
| 70556    | 3190      | FRESNO COUNTY TREASURER         | 06/30/2016 | 62.14        |
| 70557    | 3197      | FRESNO POLICE DEPARTMENT        | 06/30/2016 | 26.00        |
| 70558    | 3547      | HANFORD EQUIPMENT CO.           | 06/30/2016 | 72.80        |
| 70559    | 3556      | HEALTHNET MEDI-CAL              | 06/30/2016 | 151.84       |
| 70560    | 3222      | HENRY SCHEIN, INC.              | 06/30/2016 | 1,090.40     |
| 70561    | 3550      | HERWALDT MOTORSPORTS            | 06/30/2016 | 599.17       |
| 70562    | 3224      | HI-TECH EMERGENCY VEHICLE SVC   | 06/30/2016 | 10,486.74    |
| 70563    | 3253      | KINGSBURG CHAMBER OF COMMER     | 06/30/2016 | 2,500.00     |
| 70564    | 3528      | KINGSBURG FEED STATION          | 06/30/2016 | 90.72        |
| 70565    | 3555      | HOWARD LEDBETTER                | 06/30/2016 | 91.02        |
| 70566    | 3275      | LIEBERT, CASSIDY, WHITMORE      | 06/30/2016 | 962.00       |
| 70567    | 3277      | LINCOLN AQUATICS                | 06/30/2016 | 2,214.05     |
| 70568    | 3280      | LOSS PROTECTION & INVESTIGATI   | 06/30/2016 | 283.50       |
| 70569    | 3483      | LISBETH MARTINEZ                | 06/30/2016 | 18.75        |
| 70570    | 3518      | METRO UNIFORM                   | 06/30/2016 | 278.55       |
| 70571    | 3542      | NAPA VALLEY COLLEGE CRIMINAL J  | 06/30/2016 | 182.00       |
| 70572    | 3309      | NEWMAN TRAFFIC SIGNS            | 06/30/2016 | 71.39        |
| 70573    | 3552      | SANDY ORTIZ                     | 06/30/2016 | 50.00        |
| 70574    | 3481      | JULIA OTTO                      | 06/30/2016 | 27.18        |
| 70575    | 3443      | OVERPAYMENT RECOVERY            | 06/30/2016 | 101.70       |
| 70576    | 3315      | P G & E                         | 06/30/2016 | 8,286.56     |
| 70577    | 3450      | ABIGAIL PALSGAARD               | 06/30/2016 | 35.00        |
| 70578    | 3548      | CARLOS OR KARLA PENA            | 06/30/2016 | 45.00        |
| 70579    | 3321      | PETERS ENGINEERING GROUP        | 06/30/2016 | 48,546.86    |
| 70580    | 3340      | PURCHASE POWER                  | 06/30/2016 | 192.53       |
| 70581    | 3343      | R & B COMPANY                   | 06/30/2016 | 16.04        |
| 70582    | 3350      | RICOH USA, INC.                 | 06/30/2016 | 12.94        |
| 70583    | 3356      | RUSH ADVERTISING SPECIALTIES    | 06/30/2016 | 593.10       |
| 70584    | 3358      | S & S WORLDWIDE, INC.           | 06/30/2016 | 397.84       |
| 70585    | 3545      | NORMA SANCHEZ                   | 06/30/2016 | 50.00        |
| 70586    | 3554      | RITA SAPKO                      | 06/30/2016 | 138.03       |
| 70587    | 3364      | ASHLEE SCHMAL                   | 06/30/2016 | 100.00       |
| 70588    | 3365      | SCP POOL DISTRIBUTORS, LLC      | 06/30/2016 | 430.66       |
| 70589    | 3543      | SIERRA PACKAGING SOLUTIONS      | 06/30/2016 | 4,985.74     |
| 70590    | 3376      | SOLAR CITY                      | 06/30/2016 | 203.67       |
| 70591    | 3484      | SWANK MOTION PICTURE, INC.      | 06/30/2016 | 250.00       |
| 70592    | 3393      | TCM INVESTMENTS, LP             | 06/30/2016 | 521.71       |
| 70593    | 3506      | TOSHIBA FINANCIAL SERVICES      | 06/30/2016 | 775.69       |
| 70594    | 3441      | TULARE COUNTY JAIL INDUSTRIES E | 06/30/2016 | 43.20        |

| Check No                   | Vendor No | Vendor Name        | Check Date | Check Amount |
|----------------------------|-----------|--------------------|------------|--------------|
| 70595                      | 3413      | UPS                | 06/30/2016 | 2.23         |
| 70596                      | 3415      | VERIZON            | 06/30/2016 | 226.45       |
| 70597                      | 3416      | VERIZONWIRELESS    | 06/30/2016 | 278.02       |
| 70598                      | 3430      | WONG, ANDY & BETTY | 06/30/2016 | 2,292.78     |
| Total for 6/30/2016:       |           |                    |            | 108,906.61   |
| Report Total (152 checks): |           |                    |            | 537,086.91   |

**RESOLUTION NO. 2016-038**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSBURG  
AUTHORIZING APPLICATION FOR A PUBLIC BENEFIT GRANT PROGRAM  
FROM THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT AND  
AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION AND GRANT  
DOCUMENTS AND IMPLEMENT THE PROJECT ON BEHALF OF THE CITY**

**WHEREAS**, the City of Kingsburg wishes to apply for Public Benefit Grant Program funds from the San Joaquin valley Air Pollution Control District (Air District) to purchase one new alternative fuel vehicle for City Hall; and

**WHEREAS**, the Air District can award grants up to \$20,000 for each new vehicle; and

**WHEREAS**, the City Manager is authorized to sign the grant application on behalf of the City, and to execute a grant agreement and other grant-related documents and implement the project;

**NOW, THEREFORE, BE IT RESOLVED** that City staff is authorized to prepare and submit to the San Joaquin Valley Air Pollution Control District an application for a Public Benefit Grant Program grant for the purchase of one new alternative fuel vehicle for City Hall.

\*\*\*\*\*

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Kingsburg City Council held on the 6th day of July, 2016, by the following vote:

|          |                 |
|----------|-----------------|
| Ayes:    | Councilmembers: |
| Noes:    | Councilmembers: |
| Absent:  | Councilmembers: |
| Abstain: | Councilmembers: |

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Abigail Palsgaard, City Clerk  
City of Kingsburg

**RESOLUTION NO. 2016-039**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF KINGSBURG  
DECLARING CITY EQUIPMENT SURPLUS**

**WHEREAS**, from time to time the City has miscellaneous vehicles that are no longer in use; and

**WHEREAS**, the Kingsburg Police Department has declared these vehicles surplus and ready for appropriate disposal; and

**WHEREAS**, the surplus equipment is identified as follows:

1. Blue 1998 CROWN VIC, Ford, Vin: 2FAFP71W6WX160336
2. White 1998 Crown Vic, Ford, Vin: 2FAFP71WXWX124391

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Kingsburg does hereby approve the request to declare afore mentioned vehicles as surplus and approves disposal as appropriate.

\*\*\*\*\*

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Kingsburg City Council held on the 6th day of July, 2016, by the following vote:

Ayes: Councilmembers:  
Noes: Councilmembers:  
Absent: Councilmembers:  
Abstain: Councilmembers:

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Abigail Palsgaard, City Clerk  
City of Kingsburg



Meeting Date: 07/06/2016  
Agenda Item: IV a. 5

**CITY COUNCIL MEETING STAFF REPORT**

**REPORT TO:** Mayor Blayney & Kingsburg City Council

**REPORT FROM:** David Peters, City Engineer

**REVIEWED BY:** AP

**AGENDA ITEM:** Smith Street Reconstruction Agreement – CDBG PROJ 16391

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

**EXECUTIVE SUMMARY**

The County of Fresno has been designated as the sponsoring agency to administer and implement the Community Development Block Grant (CDBG) program activities for several agencies in the County, including Kingsburg. A project has been initiated through this program to reconstruct Smith Street from Draper Street to Gilroy Street. An agreement between the County of Fresno and the City of Kingsburg to facilitate the project administration must be executed by the City to initiate the project.

**RECOMMENDED ACTION BY CITY COUNCIL**

Authorize the Mayor to execute the agreement with Fresno County related to the reconstruction of Smith Street from Draper St to Smith St- Project No. 16391

**POLICY ALTERNATIVE(S)**

1. Reject the agreement, postpone or cancel the project, and defer funds to future years.

**REASON FOR RECOMMENDATION/KEY METRIC**

1. The agreement must be executed to perform the project.

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

|                              |                   |
|------------------------------|-------------------|
| 1. Is There A Fiscal Impact? | Yes               |
| 2. Is it Currently Budgeted? | Yes               |
| 3. If Budgeted, Which Line?  | 104-9100-549.5701 |

**PRIOR ACTION/REVIEW**

None.

**BACKGROUND INFORMATION**

The County of Fresno has been designated as the sponsoring agency to administer and implement the Community Development Block Grant (CDBG) program activities for the County, and its participating cities, in accordance with the provisions of Title I of the Housing And Community Development Act of 1974, as amended, and the laws of the state of California. In response to an application made by the City of Kingsburg, the County has made available CDBG funds for the construction of Smith Street from Draper Street to Gilroy Street. The project will include the installation of Americans with Disabilities (ADA) compliant curb ramps where they do not exist or are not in compliance with ADA standards; reconstructing asphalt within the street, and the replacement of damaged sidewalk, curb, and gutter.

The agreement between the County of Fresno and the City of Kingsburg to facilitate the project administration is attached.

**ATTACHED INFORMATION**

1. Fresno County CDBG Agreement

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AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by and between the COUNTY OF FRESNO, a political subdivision of the State of  
California, hereinafter referred to as the "County", and the CITY OF KINGSBURG,  
hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to  
administer and implement the Community Development Block Grant (CDBG) Program  
activities for the County, and its participating cities, in accordance with the provisions of  
Title I of the Housing and Community Development Act of 1974, as amended, and the  
laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing  
and community development activities; and

WHEREAS, the City has submitted the Kingsburg Smith Street Revitalization  
Project No. 16391 for CDBG funding; and

WHEREAS, the total cost of the Project is estimated to be \$355,383 and the City  
has committed local funds to the Project in the amount of \$110,952 and is in need of  
\$244,431 in CDBG funding to complete the Project; and

WHEREAS, the County can make available \$244,431 in CDBG funds needed for  
the Project from the City's 2016-2017 CDBG allocation (\$233,977) and from the City's  
remaining balance of CDBG funds (\$10,454); and

WHEREAS, the Project is consistent with the objectives of the Fresno County  
Consolidated Plan, including the annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set  
forth, the City and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The project involves the reconstruction of Smith Street from Gilroy  
Street to Draper Street, including curb, gutter, sidewalk, and drainage improvements.

1 Curb ramps and sidewalk will be installed or reconstructed to meet Americans with  
2 Disabilities (ADA) standards. Existing curb, gutter, sidewalk, pavement, pavement  
3 striping, and storm drain inlets may be modified or reconstructed to accommodate the  
4 proposed improvements. The improvements will provide an improved travelling surface  
5 for vehicles and improve accessibility to pedestrians and those with mobility  
6 impairments.

7 B. The Project site is within the City's existing easements or public  
8 rights-of-way.

9 C. The work to be funded with CDBG funds is as follows:

10 1. Obtain all necessary permits.

11 2. Perform all necessary design engineering including, but not  
12 limited to, surveying; testing; preparation of plans, specifications, and cost estimates; bid  
13 documents and a cost or price analysis; review of bids and recommendation for award.

14 3. Prepare and advertise Project bid notices and award  
15 construction contracts including, but not limited to, the printing of bid documents;  
16 publishing of notices; and preparation of bid summary.

17 4. Perform all construction engineering including, but not limited  
18 to, shop drawing review and approval; contract change order preparation; surveying;  
19 staking; inspection; soil testing; materials testing; preparation of "as-built" drawings;  
20 labor compliance; and contract administration.

21 5. Provide related eligible improvements.

22 D. The Project budget is estimated to be as follows:

|    |                                   |    |         |
|----|-----------------------------------|----|---------|
| 23 | Construction                      | \$ | 280,463 |
| 24 | Design & Construction Engineering |    | 42,874  |
|    | Contingency, Permits & Misc.      |    | 32,046  |
| 25 | Total                             | \$ | 355,383 |

26 E. Notwithstanding the estimates described in the above preliminary  
27 Project budget, payments for the Project from CDBG funds will be based on the actual  
28 costs and shall not exceed the total amount of \$244,431.

1 F. The proposed funding for the Project will be provided from the  
2 following sources:

|   |                              |    |                |
|---|------------------------------|----|----------------|
| 3 | CDBG                         | \$ | 244,431        |
| 4 | Local Financial Contribution |    | 110,952        |
|   | Total                        | \$ | <u>355,383</u> |

5 G. Prior to any changes that may occur which would modify the scope  
6 of the Project, the City shall submit a written request to the County. The City shall send  
7 its written request to:

8 Community Development Grants  
9 County of Fresno  
10 Department of Public Works and Planning  
11 Community Development Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

12 If the Director of the County Department of Public Works and Planning determines the  
13 modified Project is still eligible under the Federal CDBG regulations, the Director is  
14 authorized to permit such modifications. The County shall specify in a letter to the City  
15 that any modifications to the scope of the Project are authorized and that the City may  
16 proceed.

17 II. OBLIGATIONS OF THE COUNTY

18 A. The County shall provide up to, but not more than, \$244,431 of  
19 CDBG funds to the City for the Project. All funds shall be paid to the City in accordance  
20 with Section V-A of this Agreement.

21 B. The County shall review, within thirty (30) calendar days of receipt  
22 from the City, the engineer selection process description and summary of the analysis  
23 as prepared by the City to verify that a competitive process was conducted in  
24 accordance with U.S. Department of Housing and Urban Development (HUD)  
25 procurement standards. The County shall specify in a letter to the City that these  
26 conditions have been met and that the engineering contract can be awarded.

27 C. The County shall review, within thirty (30) calendar days of receipt  
28 from the City, the design plans and specifications for the Project as prepared by the City

1 for compliance with Federal regulations, and the total Project cost estimate to ensure  
2 sufficient funds are available to complete the Project. The County shall specify in a  
3 letter to the City that these conditions have been met and that the Project can be  
4 advertised.

5 D. The County shall also review, within twenty one (21) calendar days  
6 of receipt from the City, the name of the low bidder and cost or price analysis of the low  
7 bid proposal prepared by the City to determine whether the contractor will be reasonably  
8 compensated in accordance with Federal requirements, and to verify the contractor is  
9 bonded and has not been disbarred or suspended from participating in Federal projects.  
10 The County shall specify in a letter to the City that the conditions of this Section have  
11 been met and that the contract can be awarded.

12 E. The County shall attend the pre-construction meeting between the  
13 City and the contractor to discuss labor compliance requirements for the Project, Project  
14 monitoring, and to inform the City and contractor that the County will conduct field  
15 reviews to ensure labor compliance and other conditions of the construction contract are  
16 being met.

17 F. The County shall conduct periodic inspections of the Project, as  
18 may be required, to ensure that the intended use and group of beneficiaries of the  
19 Project have not changed. Upon completion of the Project, but prior to the City's  
20 acceptance of the Project, the County shall conduct a final inspection of the Project.  
21 The County shall specify in a letter to the City that the conditions of this Section have  
22 been met.

23 III. OBLIGATIONS OF THE CITY

24 A. The City shall provide any and all sums of money in excess of  
25 \$244,431 that may be necessary to complete the Project. For the purposes of awarding  
26 the construction of the Project within the Agreement amount, the bid documents should  
27 include any proposed additive or deduct alternatives.

28 B. The City shall perform, or cause to be performed, all engineering

1 work required for the Project.

2 C. In selecting an engineer to perform any engineering work required  
3 for the Project, the City shall go through a competitive process in accordance with  
4 County Policy and HUD procurement standards. Prior to selection of the engineer, the  
5 City shall prepare a written description of the process, perform a cost or price analysis,  
6 and submit the process description and summary of the analysis to the County  
7 Community Development Division for review. The City shall obtain a letter from the  
8 County specifying that the conditions of this Section have been met.

9 D. The City shall specify in agreements with its consultants that all  
10 engineering work funded with CDBG funds shall become the property of the City upon  
11 payment by the City for the cost of such engineering work.

12 E. The City shall furnish evidence that it has free and clear title to all  
13 parcels of land on which Project improvements will be located, with any liens or  
14 encumbrances noted, and/or that it has obtained or can obtain all necessary easements,  
15 rights-of-way, licenses, permits and State and local approvals required for the  
16 completion of the Project.

17 F. Upon completion of the design engineering, the City shall submit the  
18 plans and specifications to the County Community Development Division. The County  
19 will ensure Federal CDBG requirements have been adhered to and review cost  
20 estimates to ensure sufficient funds are available. The City shall obtain a letter from the  
21 County specifying these conditions have been met and that the City is approved to  
22 advertise for bids to construct the Project.

23 G. The City shall advertise for bids and shall award the construction  
24 contract to the lowest responsible bidder. At least ten (10) calendar days prior to the bid  
25 opening, the City shall notify the County of the date, time, and location of the bid  
26 opening.

27 H. Within seven (7) calendar days following the bid opening, the City  
28 shall furnish the County Community Development Division with the name of the low

1 bidder and cost or price analysis of the low bid proposal prepared by the City so that the  
2 County can verify with the Labor Relations and Equal Opportunity Division of the HUD  
3 Area Office that the low bidder is bonded and has not been debarred or suspended from  
4 participating in Federal projects, and that the contractor will be reasonably compensated  
5 in accordance with Federal requirements. The City shall obtain a letter from the County  
6 specifying these conditions have been met and that the City is approved to award the  
7 Project for construction.

8 I. The City shall conduct a pre-construction meeting with the  
9 contractor and shall notify the County Community Development Division at least ten (10)  
10 calendar days prior to the meeting so a representative of the County can be in  
11 attendance to discuss CDBG labor compliance requirements for the Project.

12 J. Prior to the construction start date, the City shall give written notice  
13 thereof to the County Community Development Division.

14 K. All proposed construction contract change orders shall not proceed  
15 until prior written approval has been given by the County. Request for approval of a  
16 change order(s) shall include a narrative description of the work, a cost or price analysis  
17 in accordance with HUD requirements, a map depicting the location of the work  
18 addressed with the requested change order, and a written certification from the City that  
19 the approval of the change order is consistent with the final construction cost estimate  
20 approved by the County. In addition, the City shall certify that the change order is within  
21 the scope of the Project and is necessary to complete the Project.

22 L. The City shall send its written description of the engineer selection  
23 process, cost or price analyses, design plans, specifications, name of low bidder and low  
24 bid proposal, public notices, and all written correspondence to:

25  
26 Community Development Grants  
27 County of Fresno  
28 Department of Public Works and Planning  
Community Development Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

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M. The City shall comply with the mitigation measures, conditions and notes identified in Initial Study/Environmental Assessment No. 7149 (the "Assessment"). A copy of the Assessment will be provided to the City.

N. Upon completion of the Project, the City shall notify the County Community Development Division thereof so a representative of the Division can perform an inspection of the Project to determine that it was completed in accordance with the scope of work approved and authorized pursuant to this executed Agreement.

O. Upon approval of Project completion by the County, the City shall provide the County Community Development Division with a resolution of acceptance, or similar documentation, demonstrating that the Project was completed in accordance with the scope of work approved and authorized pursuant to this executed Agreement and any approved subsequent amendments thereto and/or change orders, and that the City has accepted the Project. Prior to the final request for payment, the City shall also provide the County with a copy of the recorded Notice of Completion (NOC), a written summary of all Project work completed with CDBG and other funds, and documentation to demonstrate compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended.

P. During the contract period, the City shall complete and submit annually each June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM) form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The POM shall contain the following information for the County's Federal reporting purposes to HUD:

1. Total number of households/persons assisted.
2. Number of total households/persons assisted that:
  - a. Now have new access to this type of public facility or infrastructure improvement.
  - b. Now have improved access to this type of public

1 facility or infrastructure improvement.

2 c. Now are served by a public facility or infrastructure  
3 that is no longer substandard.

4 Q. The City shall be responsible for maintenance of the improvements  
5 after construction is completed and shall do so from non-CDBG resources.

6 R. The City must inform the County in writing of any program income  
7 generated by the expenditure of CDBG funds. Any program income generated as a  
8 result of the Project must be paid to the County. For purposes of this Agreement,  
9 program income is defined as proceeds from the disposition of CDBG-acquired real  
10 property, and principal and interest on CDBG loans. If the City contributed financially to  
11 the improvement Project, the City may retain a share of the program income in  
12 proportion to the City's contribution to the Project, after the City has provided a written  
13 accounting acceptable to the County.

14 S. The City must obtain prior written approval from the County  
15 whenever there is any modification or change in the use of any real property improved,  
16 in whole or in part, using CDBG funds. If any real property improved with CDBG funds is  
17 sold and/or is utilized by the City for a use which does not qualify under the CDBG  
18 Program, the City shall reimburse the County in an amount equal to the current fair  
19 market value for the property, less any proportional share thereof attributable to  
20 expenditures of non-CDBG funds. These requirements shall continue in effect for the  
21 life of the improvements. In the event the CDBG Program is closed-out, the  
22 requirements of this Section shall remain in effect for activities or property funded with  
23 CDBG funds, unless action is taken by the Federal government to relieve the County of  
24 these obligations.

25 T. The City acknowledges that the County may periodically inspect the  
26 Project to ensure the property is being used as described in this Agreement. The City  
27 agrees to provide any necessary information to the County to carry out such inspections.  
28 Furthermore, the City agrees to take corrective action if the County determines that

1 modifications to the use and location of the Project have resulted in a violation of the  
2 Federal CDBG regulations.

3 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

4 A. The City, its consultants, contractors, and subcontractors shall  
5 comply with all applicable State and Federal laws and regulations governing projects  
6 that utilize Federal funds.

7 B. Whenever the City uses the services of a contractor, the City shall  
8 require that the contractor comply with all Federal, State and local laws, ordinances,  
9 regulations and Fresno County Charter provisions applicable in the performance of their  
10 work.

11 C. This Project is subject to the requirements of Section 3 of the  
12 Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u).  
13 Accordingly, the City shall require the prime contractor to complete and submit  
14 documentation prior to award of the construction contract and upon Project completion  
15 that compliance with the Section 3 clause has been met.

16 D. Whenever the City receives at least \$100,000 for a project from the  
17 County's CDBG Program under this Agreement, the City shall complete and submit to  
18 the County Community Development Division a "Certification of Payments to Influence  
19 Federal Transactions" form and a "Standard Form LLL - Disclosure of Lobbying  
20 Activities" form. Likewise, before the City awards a contract using at least \$100,000 of  
21 such CDBG funds, the City shall require the consultant and/or contractor and all their  
22 sub-consultants and/or subcontractors to complete and submit these two (2) forms  
23 described hereinabove to both the City and the County.

24 V. PAYMENT FOR THE PROJECT

25 A. At monthly intervals, the City shall submit a written request to the  
26 County for payment of specified costs incurred in the performance of this Agreement.  
27 The request for payment shall be accompanied by a written certification from the City  
28 that the request for payment is consistent with the amount of work that has been

1 completed, and that said work is in accordance with the contract documents and this  
2 Agreement. The request for payment shall also be accompanied by documentation  
3 acceptable to the County, such as invoices or vouchers for services or materials  
4 purchased, contractor's costs, or other costs chargeable to the Project. After  
5 appropriate review and inspection, the County shall make payment from CDBG funds  
6 provided in this Agreement for all eligible costs specified herein.

7 B. Any savings realized in the final cost of the Project, due to Project  
8 cost and/or scope of work reductions, liquidated damages, or any other reason, shall be  
9 used to reduce the amount of this Project paid for with CDBG funds and shall be  
10 credited to the City's CDBG allocation. However, if the City is required to provide any  
11 funds toward the Project, any cost savings shall be first used to reimburse the City for its  
12 contribution in excess of the total amount provided by this Agreement.

13 C. Payment for advertising and award shall be based on the actual  
14 costs of printing and noticing.

15 D. The County will not be bound by any agreement between the City  
16 and its agents.

17 E. Upon the completion of the Project, the City shall submit to the  
18 County Community Development Division a written request for final payment of costs  
19 which shall provide a detailed description of the Project pay items and costs. The  
20 County shall not be obligated to make any payments under this Agreement if the request  
21 for payment is submitted by the City more than sixty (60) days after the Notice of  
22 Completion has been filed with the County Recorder's Office. An extension to the sixty  
23 (60) day period may be granted by the Director of the County Department of Public  
24 Works and Planning prior to the deadline if the City can demonstrate just cause for the  
25 delay.

26 F. The County may withhold reimbursement to the City until a final  
27 POM, recorded NOC, and written summary of all Project work completed with CDBG  
28 and other funds, and evidence of compliance with the Section 3 clause as specified in

1 Sections III-O and IV-C, have been submitted to the County.

2 G. All requests for payment and supporting documentation shall be  
3 sent to:

4 Business Manager  
5 County of Fresno  
6 Department of Public Works and Planning  
7 Financial Services Division  
8 2220 Tulare Street, 6th Floor  
9 Fresno, CA 93721

8 H. The City shall establish accounting and bookkeeping procedures in  
9 accordance with standard accounting and bookkeeping practices, including, but not  
10 limited to, employee time cards, payrolls, and other records of all transactions to be paid  
11 with CDBG funds in accordance with the performance of this Agreement. All records  
12 and accounts shall be available for inspection by the County, the State of California, if  
13 applicable, the Comptroller General of the United States, and HUD or any of their duly  
14 authorized representatives, at all reasonable times, for a period of at least five (5) years  
15 following final payment under this Agreement or the closure of all other pending matters,  
16 whichever is later. The City shall certify accounts when required or requested by the  
17 County.

18 I. The City, as a sub-recipient of Federal financial assistance, is  
19 required to comply with the provisions of the Single Audit Act of 1984 (31 U.S.C.  
20 Sections 7501 et seq.), as amended. Whenever the City expends and/or receives  
21 CDBG funds from the County for the Project, a copy of any audit performed by the City  
22 in accordance with said Act shall be forwarded to the County Community Development  
23 Grants Program Manager within nine (9) months of the end of any City fiscal year in  
24 which funds were expended and/or received for the Project. Failure to perform the  
25 requisite audit functions as required by this paragraph may result in the County  
26 performing any necessary audit tasks, or, at the County's option, the County contracting  
27 with a public accountant to perform the audit. All audit costs related to the City's failure  
28 to perform the requisite audit are the sole responsibility of the City and such audit work

1 costs incurred by the County shall be billed to the City as determined by County's  
2 Auditor-Controller/Treasurer-Tax Collector. In the event the City is only required to  
3 perform an audit under the provisions of the Act because the City is receiving CDBG  
4 funds, the County may perform, or cause to be performed, the required audit to  
5 determine whether funds provided through this Agreement have been expended in  
6 accordance with applicable laws and regulations. Any audit-related costs incurred by  
7 the County under this provision shall be charged to the County CDBG Program. The  
8 City agrees to take prompt and appropriate corrective action on any instance of material  
9 non-compliance with applicable laws and regulations.

10 J. The City shall send a copy of the audit to:

11 Community Development Grants  
12 County of Fresno  
13 Department of Public Works and Planning  
14 Community Development Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

15 VI. INDEMNIFICATION

16 Each party to this Agreement shall indemnify, defend and hold harmless  
17 the other party, its officers, agents, employees and representatives, from any and all  
18 loss, liability, costs, expenses and damage to persons or property, and from any and all  
19 claims, demands and actions in law or equity (including attorney's fees and legal  
20 expenses) arising or alleged to have arisen directly from any wrongful acts caused by its  
21 respective activities pursuant to this Agreement.

22 VII. TIME OF PERFORMANCE

23 A. The following schedule shall commence on the date this Agreement  
24 is executed by the County.

25 1. Complete Consultant Engineer Selection Process – August  
26 26, 2016.

27 2. Complete Design Engineering and Submit to the County for  
28 Review – October 30, 2016.

1 3. Complete County Review and Approval of Plans – January  
2 23, 2017.

3 4. Begin Advertising for Bids – January 27, 2017.

4 5. Award Contract – April 5, 2017.

5 B. The Project's Notice of Completion shall be filed with the Fresno  
6 County Recorder's Office no later than July 19, 2017.

7 C. The final POM Report, written summary of all work completed,  
8 documentation demonstrating compliance with the Section 3 clause, and request for  
9 final payment shall be submitted to the County no later than September 19, 2017.

10 D. The City shall give immediate written notification to the County  
11 Community Development Division of any events that occur which may affect the above  
12 time schedule and completion date and the time schedule specified in the contract  
13 documents, or any event that may have significant impact upon the Project or affect the  
14 attainment of the Project's objectives. The Director of the County Department of Public  
15 Works and Planning is authorized to make adjustments in the above schedule if, in the  
16 Director's judgment, any delay is beyond the control of the parties involved.

17 VIII. BREACH OF AGREEMENT

18 In the event the City fails to comply with any of the terms of this  
19 Agreement, the County may, at its option, deem the City's failure a material breach of  
20 this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems  
21 appropriate. Should the County deem a breach of this Agreement material, the County  
22 shall immediately be relieved of its obligations to make further payment as provided  
23 herein. Termination of this Agreement due to breach shall not, in any way whatsoever,  
24 limit the rights of the County in seeking any other legal relief in a court of law or equity,  
25 including the recovery of damages. In addition to the Agreement being terminated by  
26 the County in accord with a material breach of this Agreement by the City, this  
27 Agreement may also be terminated for convenience by the County in accord with 24  
28 CFR 85.44.

1 IX. TERMINATION OF PROJECT

2 A. If the City decides to cancel the Project covered by this Agreement,  
3 the City shall submit a request in writing to the County Department of Public Works and  
4 Planning, Community Development Division explaining just cause for the request. The  
5 Director of the Department is authorized to approve such a request if, in the Director's  
6 judgment, there is just cause for the Project's cancellation.

7 B. If the Director approves the City's request to cancel the Project, any  
8 unexpended CDBG funds budgeted to the Project under this Agreement may be  
9 credited to the City's CDBG allocation, as appropriate.

10 X. VENUE; GOVERNING LAW

11 Venue for any action arising out of or relating to this Agreement shall be  
12 only in Fresno County, California. The rights and obligations of the parties and all  
13 interpretation and performance of this Agreement shall be governed in all respects by  
14 the laws of the State of California.

15 XI. ENTIRE AGREEMENT

16 This Agreement constitutes the entire agreement between the City and the  
17 County with respect to the subject matter hereof and supersedes all previous  
18 negotiations, proposals, commitments, writings, advertisements, publications, and  
19 understandings of any nature whatsoever unless expressly included in this Agreement.

20 ///

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the  
2 date set forth above.

3  
4 REVIEWED AND RECOMMENDED  
FOR APPROVAL

COUNTY OF FRESNO

5  
6 By: \_\_\_\_\_  
7 Steven E. White, Director  
8 Department of Public Works  
and Planning

Ernest Buddy Mendes, Chairman  
Board of Supervisors

9 APPROVED AS TO ACCOUNTING  
FORM:

ATTEST: Bernice E. Seidel, Clerk  
Board of Supervisors

10  
11 By: \_\_\_\_\_  
12 Vicki Crow, C.P.A.  
13 Auditor-Controller/ Treasurer-Tax  
Collector

By: \_\_\_\_\_  
Deputy

14 APPROVED AS TO LEGAL FORM:  
15 DANIEL C. CEDERBORG,  
COUNTY COUNSEL

CITY OF \_\_\_\_\_

16  
17 By: \_\_\_\_\_  
18 Deputy

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk, City of Kingsburg

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
City Attorney

REMIT TO:

24  
25 FUND NO: 0001  
SUBCLASS NO: 10000  
26 ORG NO: 7205  
ACCOUNT NO: 7885  
27 PROJECT NO: N16391  
ACTIVITY CODE: 7219

City of Kingsburg  
Attn: Alex Henderson, City Manager  
1401 Draper Street  
Kingsburg, CA 93631  
Telephone: (559) 897-5821

**Exhibit 1  
County of Fresno  
Project Outcome Measurement Report**

Project #: \_\_\_\_\_ Project Name: \_\_\_\_\_

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, we request that you provide the following information:

1. Years Reported: \_\_\_\_\_ through \_\_\_\_\_
  
2. Enter the number of persons assisted that:
  - a. Now have **new access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
  
  - b. Now have **improved access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
  
  - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: \_\_\_\_\_ or N/A  
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: \_\_\_\_\_
  
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

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Form Completed By: \_\_\_\_\_



**CITY OF KINGSBURG  
APPLICATION FOR APPOINTMENT  
TO THE  
COMMUNITY SERVICES COMMISSION**

NAME: Bratton Joy Melissa  
(last) (first) (middle)

ADDRESS: [REDACTED] Kingsburg CA 93631

TELEPHONE: [REDACTED] [REDACTED]  
(home) (business/cell)

OCCUPATION: school psychologist

ARE YOU A RESIDENT OF THE CITY OF KINGSBURG? YES  NO

FOR HOW LONG 17 YEARS

CAN YOU SERVE A FOUR YEAR TERM  
YES  NO

ARE YOU WILLING AND ABLE TO ATTEND SCHEDULED MEETINGS AND AN OCCASION WORKSHOP? YES  NO

BRIEFLY EXPLAIN WHY YOU ARE INTERESTED IN SERVING ON THE CITY OF KINGSBURG COMMUNITY SERVICES COMMISSION.

I have been coming to the monthly meetings as my son is youth commissioner. I have an interest in, and encourage, and have been involved in community events.

LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER WHICH MAY BE USEFUL IN YOUR ROLE AS COMMISSIONER. ALSO LIST ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS.

current:  
educational representative for Tulare and Kings county suicide prevention task force, leader of intervention oversight committee.

WHAT PARTICULAR INTEREST, ABILITIES, KNOWLEDGE, BACKGROUND,  
AND/OR EXPERIENCE WOULD YOU ADD TO THE COMMISSION?

involvement history (mostly in Selma)  
Church leadership (deacon, choir director, Sunday school teacher),  
Community performer/leader (director for musical, vocal director, actress, set designer,  
overall assistance (youth baseball, occasional community events)  
vocalist

WHAT IS YOUR VISION FOR THE FUTURE OF KINGSBURG?

Continue to keep the city clean and attractive,  
increase opportunity for youth/community involvement.

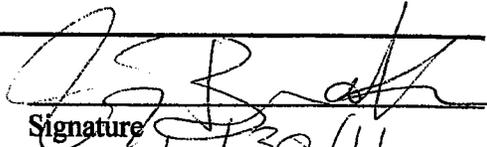
IF YOU WISH, YOU MAY LIST REFERENCES IN THE SPACE PROVIDED  
BELOW.

I would be happy to provide references if requested.

HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES \_\_\_\_\_ NO    
IF YES, PLEASE EXPLAIN \_\_\_\_\_

Signature

Date

  
6/30/16

**RESOLUTION NO. 2016-040****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSBURG  
CONCERNING LOCAL TRANSPORTATION PURPOSE FUNDS EXTENSION  
(MEASURE "C" EXTENSION)**

**WHEREAS**, the *City of Kingsburg* is an eligible claimant of funds for Measure C Extension Local Transportation Pass-Through Projects and Program Funds pursuant to California Public Utilities Code Section 142257; and

**WHEREAS**, the Fresno County Transportation Authority has adopted a Resolution of Apportionment for FY 2016-2017, Measure C Extension Local Transportation Pass-Through Projects and Program Funds setting the *City of Kingsburg's* percentage at the following:

- 1.48% of \$11,048,977 for the Local Transportation Program, Local Allocation – Street Maintenance Category sub program; which shall be the proportionate share of Measure C Extension Local Transportation Pass-Through Projects and Program Funds to the City shall be entitled within the fiscal year; and
- 1.49% of \$383,559 for the Local Transportation Program, Local Allocation – ADA Compliance Category sub program; which shall be the proportionate share of Measure C Extension Local Transportation Pass-Through Projects and Program Funds to the City shall be entitled within the fiscal year; and
- 1.74% of \$11,025,298 for the Local Transportation Program, Local Allocation – Flexible Funding Category sub program; which shall be the proportionate share of Measure C Extension Local Transportation Pass-Through Projects and Program Funds to the City shall be entitled within the fiscal year; and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

- 1) The *City of Kingsburg* hereby submits its Local Transportation Purposes Certification and Claims for Fiscal Year 2016-2017 Measure C Extension Local Transportation Pass-Through Projects and Program Funds;
- 2) The *City of Kingsburg* hereby requests the release of funds to the City on a monthly payment basis consistent with the adopted percentages listed above, based on actual receipts;
- 3) The City Council of the *City of Kingsburg* further certifies:
  - a) That Local Transportation Purpose Funds will not be used to substitute for property tax funds which the *City of Kingsburg* had previously used for local transportation purposes; and

- b) That the **City of Kingsburg** has and will segregate property tax revenues used to support local transportation purposes so that verification of non-substitution can be proved through audit and:
- c) That the **City of Kingsburg** shall separately account for Local Transportation Purposes Funds received, pursuant to Public Utilities Code Section 142257. The City shall maintain records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time.
- 4) The **City of Kingsburg** understands that should a financial or compliance audit reveal that the **City of Kingsburg** violated any of the requirements set forth in paragraph 3 (a) (b) or ( c ), that the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.
- 5) The **City of Kingsburg** understands they must follow the Reporting Requirements as indicated in the Measure C Extension Local Agency Handbook and the Measure C Extension Local Agency Handbook, Other Revenue Funding and submit the appropriate Reporting Form for each Program/Project of expenditures for the 2016-2017 fiscal year no later than November 15, 2016. The **City of Kingsburg** understands if these Reporting Requirements are not met by the date listed above the Fresno County Transportation Authority will stop any and all Local Transportation Purposes Pass-Through funds until such Reporting Requirements have been met.

\*\*\*\*\*

I, Abigail Palsgaard, City Clerk of the **City of Kingsburg**, do hereby certify that the foregoing resolution was duly adopted and passed by the Kingsburg City Council at a regular meeting of said Council on the 6th day of July, 2016, by the following vote:

AYES: Councilmember(s):  
 NOES: Councilmember(s):  
 ABSENT: Councilmember(s):  
 ABSTAIN: Councilmember(s):

---

Abigail Palsgaard, City Clerk  
 City of Kingsburg

**MEASURE C EXTENSION  
LOCAL TRANSPORTATION PASS THROUGH REVENUES  
CERTIFICATION AND CLAIM FOR FY2016-17**

TO: Fresno County Transportation Authority

FROM: City of Kingsburg  
*Local Agency Name*

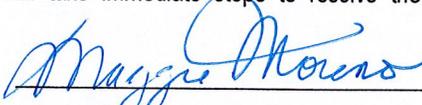
Address: 1401 Draper Street, Kingsburg, CA 93631 Contact: Maggie Moreno, Finance Director

Telephone: (559) 897-5821 FAX: (559) 897-5568 Email Address: mmoreno@cityofkingsburg-ca.gov

**1. Applicable Funding Program: (Check One)**

- |   |  |  |
|---|--|--|
| <i>Regional Public Transit Program</i>              | <i>Local Transportation Program</i>                | <i>Alternative Transportation Program</i>                            |
| <input type="checkbox"/> Fresno Area Express        | <input type="checkbox"/> Street Maintenance        | <input type="checkbox"/> Rail Consolidation Subprogram               |
| <input type="checkbox"/> Clovis Transit             | <input checked="" type="checkbox"/> ADA Compliance | <i>Environmental Enhancement Program</i>                             |
| <input type="checkbox"/> FCRTA                      | <input type="checkbox"/> Flexible Funding          | <input type="checkbox"/> School Bus Replacement                      |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban   | <input type="checkbox"/> Transit Oriented Infrastructure for In-Fill |
| <input type="checkbox"/> ADA/Seniors/Paratransit    | <input type="checkbox"/> Pedestrian/Trails Rural   | <i>Administrative/Planning Program</i>                               |
| <input type="checkbox"/> Farmworker Van Pools       | <input type="checkbox"/> Bicycle Facilities        | <input type="checkbox"/> Fresno COG                                  |
| <input type="checkbox"/> Car/Van Pools              | <i>Regional Transportation Program</i>             |  |
| <input type="checkbox"/> New Technology Reserve     | <input type="checkbox"/> Fresno Airports           |  |

2. The City of Kingsburg ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.
3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2016-2017 setting 1.49% of \$383,559 (or \$5,711) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:
- (a) Monthly payments consistent with adopted percentage, based on actual receipts
  - (b) Compliance with Steps 5 and 6 of the Local Agency Handbooks – Local Agency Pass-Through Funding programs and Other Revenue Program Funding
4. On behalf of claimant, I hereby certify as follows:
- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
  - (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
  - (c) That claimant shall account for Subprogram or Category of checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.
5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: 

Title: Finance Director

Date: 7-1-16

ATTACHMENT: Formal Action for Approval and Submittal Approved by:

Fresno County Transportation Authority Board on Date: \_\_\_\_\_

**MEASURE C EXTENSION  
LOCAL TRANSPORTATION PASS THROUGH REVENUES  
CERTIFICATION AND CLAIM FOR FY2016-17**

TO: Fresno County Transportation Authority

FROM: City of Kingsburg  
*Local Agency Name*

Address: 1401 Draper Street, Kingsburg, CA 93631

Contact: Maggie Moreno, Finance Director

Telephone: (559) 897-5821 FAX: (559) 897-5568 Email Address: mmoreno@cityofkingsburg-ca.gov

**1. Applicable Funding Program: (Check One)**

- |   |  |  |
|---|--|--|
| <i>Regional Public Transit Program</i>              | <i>Local Transportation Program</i>                    | <i>Alternative Transportation Program</i>                            |
| <input type="checkbox"/> Fresno Area Express        | <input checked="" type="checkbox"/> Street Maintenance | <input type="checkbox"/> Rail Consolidation Subprogram               |
| <input type="checkbox"/> Clovis Transit             | <input type="checkbox"/> ADA Compliance                | <i>Environmental Enhancement Program</i>                             |
| <input type="checkbox"/> FCRTA                      | <input type="checkbox"/> Flexible Funding              | <input type="checkbox"/> School Bus Replacement                      |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban       | <input type="checkbox"/> Transit Oriented Infrastructure for In-Fill |
| <input type="checkbox"/> ADA/Seniors/Paratransit    | <input type="checkbox"/> Pedestrian/Trails Rural       | <i>Administrative/Planning Program</i>                               |
| <input type="checkbox"/> Farmworker Van Pools       | <input type="checkbox"/> Bicycle Facilities            | <input type="checkbox"/> Fresno COG                                  |
| <input type="checkbox"/> Car/Van Pools              | <i>Regional Transportation Program</i>                 |  |
| <input type="checkbox"/> New Technology Reserve     | <input type="checkbox"/> Fresno Airports               |  |

2. The **City of Kingsburg** ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

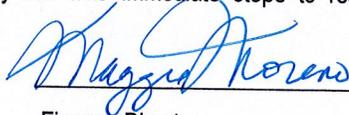
3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2016-2017 setting 1.48% of \$11,048,977 (or \$163,164) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps 5 and 6 of the Local Agency Handbooks – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: 

Title: Finance Director

Date: 7-1-16

ATTACHMENT: Formal Action for Approval and Submittal Approved by:

Fresno County Transportation Authority Board on Date: \_\_\_\_\_

**MEASURE C EXTENSION  
LOCAL TRANSPORTATION PASS THROUGH REVENUES  
CERTIFICATION AND CLAIM FOR FY2016-17**

TO: Fresno County Transportation Authority

FROM: City of Kingsburg  
*Local Agency Name*

Address: 1401 Draper Street, Kingsburg, CA 93631

Contact: Maggie Moreno, Finance Director

Telephone: (559) 897-5821 FAX: (559) 897-5568 Email Address: mmoreno@cityofkingsburg-ca.gov

**1. Applicable Funding Program: (Check One)**

- |   |  |  |
|---|--|--|
| <i>Regional Public Transit Program</i>              | <i>Local Transportation Program</i>                  | <i>Alternative Transportation Program</i>                            |
| <input type="checkbox"/> Fresno Area Express        | <input type="checkbox"/> Street Maintenance          | <input type="checkbox"/> Rail Consolidation Subprogram               |
| <input type="checkbox"/> Clovis Transit             | <input type="checkbox"/> ADA Compliance              | <i>Environmental Enhancement Program</i>                             |
| <input type="checkbox"/> FCRTA                      | <input checked="" type="checkbox"/> Flexible Funding | <input type="checkbox"/> School Bus Replacement                      |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban     | <input type="checkbox"/> Transit Oriented Infrastructure for In-Fill |
| <input type="checkbox"/> ADA/Seniors/Paratransit    | <input type="checkbox"/> Pedestrian/Trails Rural     | <i>Administrative/Planning Program</i>                               |
| <input type="checkbox"/> Farmworker Van Pools       | <input type="checkbox"/> Bicycle Facilities          | <input type="checkbox"/> Fresno COG                                  |
| <input type="checkbox"/> Car/Van Pools              | <i>Regional Transportation Program</i>               |  |
| <input type="checkbox"/> New Technology Reserve     | <input type="checkbox"/> Fresno Airports             |  |

2. The **City of Kingsburg** ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

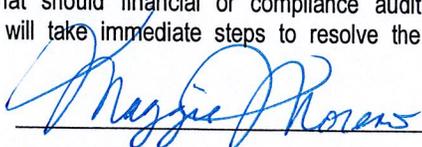
3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2016-2017 setting 1.74% of \$11,025,298 (or \$191,308) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps 5 and 6 of the Local Agency Handbooks – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: 

Title: Finance Director

Date: 7-1-16

ATTACHMENT: Formal Action for Approval and Submittal Approved by:

Fresno County Transportation Authority Board on Date: \_\_\_\_\_

**BEFORE THE  
FRESNO COUNTY TRANSPORTATION AUTHORITY BOARD  
RESOLUTION NO. 2016-01**

|                              |   |                             |
|------------------------------|---|-----------------------------|
| In the Matter of:            | ) |                             |
| FRESNO COUNTY TRANSPORTATION | ) | RETAIL TRANSACTIONS AND USE |
| IMPROVEMENT ACT.             | ) | TAX FUNDS FOR EXTENSION     |
| CALIFORNIA PUBLIC UTILITIES  | ) | LOCAL TRANSPORTATION        |
| <u>CODE SECTION 142257</u>   | ) | PURPOSES PASS-THROUGH       |
|                              | ) | PROJECTS AND PROGRAMS FOR   |
|                              | ) | <u>FY 2016-2017.</u>        |

**WHEREAS**, the Fresno County Transportation Authority is the administrator of the Retail Transactions and Use Tax (1/2 cent) Funds collected pursuant to the Fresno County Transportation Improvement Act as provided by Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Public Utilities Code Sections 142000, et seq.,

**WHEREAS**, California Public Utilities Code Section 142257 provides that the 2006 Measure C Extension Expenditure Plan, which was approved prior to and provided the basis for the ballot measure considered by the voters at the November 7, 2006 election, shall specify the amount and the formula by which the retail transactions and use tax shall be allocated to each participating jurisdiction for Measure C Extension Program and Project Funds Local Transportation Purposes determined to be priority projects by local governments to which funds are allocated, and

**WHEREAS**, the 2006 Measure C Extension Expenditure Plan creates a number of transportation programs to be funded by participating jurisdictions with Measure C funds passed-through from the Authority to the jurisdiction submitting eligible project claims, and

**WHEREAS**, these various programs have differing requirements, exemptions, and formulas for calculating pass-through funding levels, and

**WHEREAS**, the programs and subprograms identified below are eligible for pass-through funding,

Regional Public Transit Program

- Public Transit Agencies
- Public Transportation Infrastructure Study (PTIS)
- ADA/Seniors/Paratransit
- Ag-worker/Car/Van Pools

Local Transportation Program

- Local Allocation
- Pedestrian/Trails
- Bicycle Facilities

Regional Transportation Program  
Fresno Airports

Administration/Planning Program  
Council of Fresno County Governments

and

**WHEREAS**, the program requirements and exemptions for these programs may change from time to time as local jurisdiction population changes or mandated programs are satisfied, and

**WHEREAS**, in an effort to fully explain the various program provisions, the Authority, together with the Council of Fresno County Governments, created and will update as needed the Measure C Extension Strategic Implementation Plan which among other things discusses each pass-through program in detail and calculates pass-through funding levels for each in the 2016-17 fiscal year, and

**WHEREAS**, the Authority Procedures for Administration of Funds for Local Transportation Purposes calls for an annual Resolution of Apportionment to determine the percentage and amount of funds to be available within the forthcoming fiscal year, and

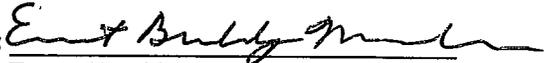
**WHEREAS**, the attached schedule of apportionment for FY 2016-17 is based upon the Measure C Extension Strategic Implementation Plan,

**NOW THEREFORE, BE IT RESOLVED**, that the Fresno County Transportation Authority hereby approves the attached schedule of apportionment for FY 2016-17 as indicated in the Measure C Extension Strategic Implementation Plan, which schedule is hereby made a part of this resolution, and approves the allocations, to be distributed as they are received and in accordance with claims submitted by eligible claimants.

**BE IT FURTHER RESOLVED**, that the Fresno County Auditor-Controller/Treasurer-Tax Collector cause the revised Resolution of Apportionment to be paid in the manner and time directed by the Executive Director of the Fresno County Transportation Authority.

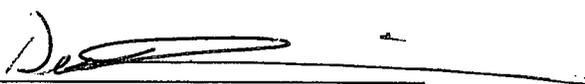
**THE FOREGOING RESOLUTION** was passed and adopted by the Fresno County Transportation Authority Board this 25th day of May, 2016.

AYES: (8) Mendes, Ashbeck, Swearengin, Brandau, Borgeas, Cardenas, Clements, Dhaliwal  
NOES: (0)  
ABSTAIN: (0)  
ABSENT: (0)  
VACANT: (1) At-Large Urban Representative

SIGNED:   
Ernest "Buddy" Mendes, Vice Chairman  
Fresno County Transportation Authority

**ATTEST:**

I hereby certify that the foregoing is a true copy of a resolution of the Fresno County Transportation Authority duly adopted at a regular meeting thereof held on May 25, 2016.

SIGNED:   
Diana Sedigh-Darbandi, Interim Executive Director  
Fresno County Transportation Authority

/dd/reso/PassThru-Allocation-2016-01

**Table 1**  
**Measure "C" Sales Tax Revenue**  
**2016/17**

Presented to FCTA Board 05/25/16

|                                    |              |
|------------------------------------|--------------|
| Sales Tax Estimate                 | \$72,945,414 |
| Program Services and Supplies      | \$729,882    |
| Net Distributed Sales Tax Estimate | \$72,215,532 |

| Funding Allocation Programs                       | Percent        | Allocation        |
|---|----------------|-------------------|
| <b>Regional Public Transit Program</b>            |                |                   |
| Public Transit Agencies                           |                |                   |
| Fresno Area Express (FAX)                         | 13.70%         | 9,893,528         |
| Clovis Transit                                    | 1.97%          | 1,422,646         |
| Fresno County Rural Transit Agency (FCRTA)        | 3.99%          | 2,881,400         |
| Public Transportation Infrastructure Study (PTIS) | 0.29%          | 209,425           |
| ADA / Seniors / Paratransit                       | 0.79%          | 570,503           |
| Farmworker / Car / Van Pools                      |                |                   |
| Farmworker Van Pools                              | 0.58%          | 418,850           |
| Car/Van Pools                                     | 0.58%          | 418,850           |
| New Technology Reserve                            | 2.10%          | 1,516,526         |
| <b>Local Transportation Program</b>               |                |                   |
| Local Allocation                                  | 30.60%         | 22,097,953        |
| Pedestrian/Trails                                 |                |                   |
| Urban (Fresno/Clovis)                             | 2.15%          | 1,552,634         |
| Rural   | 0.95%          | 686,048           |
| Bicycle Facilities                                | 0.90%          | 649,940           |
| <b>Regional Transportation Program</b>            |                |                   |
| Urban   | 14.70%         | 10,615,683        |
| Rural   | 14.70%         | 10,615,683        |
| Airports  | 1.00%          | 722,155           |
| <b>Alternative Transportation Program</b>         |                |                   |
| Rail Consolidation                                | 6.00%          | 4,332,932         |
| <b>Environmental Enhancement</b>                  |                |                   |
| School Bus Replacement                            | 2.30%          | 1,660,957         |
| Transit Oriented Infrastructure for In-Fill       | 1.20%          | 866,586           |
| <b>Administration/Planning Program</b>            |                |                   |
| Fresno County Transportation Authority (FCTA)     | 1.00%          | 722,156           |
| Council of Fresno County Governments (COFCG)      | 0.50%          | 361,077           |
| <b>Total</b>                                      | <b>100.00%</b> | <b>72,215,532</b> |

**Table 2**  
**FRESNO COUNTY TRANSPORTATION AUTHORITY**  
**MEASURE "C" FUND APPORTIONMENT**  
**Local Allocation Sub Program**  
**FY2016/17**

5/25/2016 Presented for approval to FCTA Board

|                  | Street<br>Maintenance | ADA<br>Compliance | Flexible<br>Funding | Ped/Trails<br>Urban | Ped/Trails<br>Rural | Bicycle<br>Facilities | Total      |
|------------------|-----------------------|-------------------|---------------------|---------------------|---------------------|-----------------------|------------|
| Clovis           | 1,026,636             | 35,932            | 990,704             | 249,115             |                     | 61,933                | 2,364,320  |
| Coalinga         | 195,983               | 6,859             | 235,128             |                     |                     |                       | 437,970    |
| Firebaugh        | 122,584               | 4,290             | 140,874             |                     |                     |                       | 267,747    |
| Fowler           | 110,661               | 3,873             | 123,740             |                     |                     |                       | 238,274    |
| Fresno           | 4,803,364             | 168,118           | 4,635,246           | 1,200,047           |                     | 301,434               | 11,108,209 |
| Huron            | 109,713               | 3,840             | 124,903             |                     |                     |                       | 238,456    |
| Kerman           | 175,581               | 6,145             | 209,073             |                     |                     |                       | 390,799    |
| Kingsburg        | 163,164               | 5,711             | 191,308             |                     |                     |                       | 360,182    |
| Mendota          | 163,371               | 5,718             | 190,776             |                     |                     |                       | 369,864    |
| Orange Cove      | 131,733               | 4,611             | 152,632             |                     |                     |                       | 288,975    |
| Parlier          | 181,550               | 6,354             | 217,479             |                     |                     |                       | 405,383    |
| Reedley          | 279,673               | 9,789             | 269,884             |                     | 57,320              | 14,565                | 631,231    |
| San Joaquin      | 90,126                | 0                 | 101,593             |                     |                     |                       | 191,719    |
| Sanger           | 280,547               | 9,819             | 270,728             |                     | 57,376              | 14,620                | 633,090    |
| Selma            | 281,234               | 9,843             | 340,830             |                     |                     |                       | 631,906    |
| County of Fresno | 2,933,059             | 102,657           | 2,830,402           | 103,472             | 286,030             | 182,830               | 6,438,450  |
| TOTAL            | 11,048,977            | 383,559           | 11,025,298          | 1,552,634           | 400,726             | 575,382               | 24,986,575 |



Enter Date: **7/1/2016** Claimant Name: **City of Kingsburg**

### TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2016/17

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

**When completed, please print, sign and send signed original via mail to:**

**Les Beshears, Director of Finance, Council of Fresno County Governments, 2035 Tulare Street, Suite 201, Fresno, CA 93721**

|                      |                     |
|----------------------|---------------------|
| From: Applicant:     | City of Kingsburg   |
| Address:             | 1401 Draper Street  |
| City/State/Zip:      | Kingsburg, CA 93631 |
| Contact Phone/email: | 559-897-6527        |

*This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:*

#### Local Transportation Fund

|                               |               |
|-------------------------------|---------------|
| Apportionment:                | \$ 428,535.00 |
| Unexpended, Held by Claimant: |               |
| Other Agency:                 |               |

#### State Transit Assistance Fund

|                               |              |
|-------------------------------|--------------|
| Estimate:                     | \$ 48,643.00 |
| Unexpended, Held by Claimant: |              |

#### Other

|        |  |
|--------|--|
| Other: |  |
|--------|--|

|  |                      |
|--|----------------------|
|  | <b>TOTAL</b>         |
|  | <b>\$ 477,178.00</b> |

*spell out total amount in above cell*

**for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.**

*Please print and sign after completing form*

|                       |   |
|-----------------------|---|
| Authorized Signature: |  |
| Name/Title:           | Maggie Moreno/Finance Director  |
| Date:                 | 7/1/2016  |



2035 Tulare St., Ste. 201 tel 559-233-4148  
Fresno, California 93721 fax 559-233-9645

[www.fresnocog.org](http://www.fresnocog.org)

Enter Date: **7/1/2016**

Claimant Name: **City of Kingsburg**

### BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2016/17

Two percent (2%) of the claimant's Local Transportation Fund apportionment must be spent on bicycle and pedestrian facilities (PUC 99233.3 and 99234); such claims are to be filed as Article 3. Claims for projects in excess of 2% may be filed as Article 8a (PUC 99400(a)). If other funding is to be used with Local Transportation Funds to implement projects, such funding should be shown on the claim form.

| PROJECT TITLE & BRIEF DESCRIPTION | PROJECT COST |
|-----------------------------------|--------------|
|-----------------------------------|--------------|

|  |             |
|--|-------------|
| 1. Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction: | \$ 8,579.00 |
|--|-------------|

*AND/OR:*

|   |                    |
|---|--------------------|
| Other - describe briefly if applicable: | \$ -               |
| Other - describe briefly if applicable: | \$ -               |
| Other - describe briefly if applicable: | \$ -               |
| <b>TOTAL PROJECT COSTS</b>              | <b>\$ 8,579.00</b> |

### STREETS AND ROADS CLAIM FOR FISCAL YEAR: 2016/17

Local Transportation Funds coming to claimants within Fresno County may be used for streets and roads improvements and maintenance pursuant to Article 8 (PUC 99400), but only after Fresno COG makes a finding that public transportation needs within the claimant's jurisdiction are reasonably met by satisfying the service requirements set forth by the Regional Transportation Plan (PUC 99401.5).

| PROJECT TITLE & BRIEF DESCRIPTION | PROJECT COST |
|-----------------------------------|--------------|
|-----------------------------------|--------------|

|   |               |
|---|---------------|
| 1. Development, Construction & Maintenance Facilities throughout the claimant's jurisdiction: | \$ 387,377.00 |
|---|---------------|

*AND/OR:*

|   |                      |
|---|----------------------|
| Other - describe briefly if applicable: | \$ -                 |
| Other - describe briefly if applicable: | \$ -                 |
| Other - describe briefly if applicable: | \$ -                 |
| <b>TOTAL PROJECT COSTS</b>              | <b>\$ 387,377.00</b> |

Enter Date: 7/1/2016

Claimant Name: City of Kingsburg

### TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2016/17

| PURPOSE | AMOUNT | SUBTOTAL |
|---------|--------|----------|
|---------|--------|----------|

**1. Bicycle & Pedestrian Facilities:**

|  |             |             |
|--|-------------|-------------|
| Article 3:                               | \$ 8,579.00 |             |
| Article 8a:                              |             |             |
| Audit Exceptions (General Fund Payback); |             |             |
| Unexpended Funds, Held by Claimant:      |             |             |
|  |             | \$ 8,579.00 |

**2. Regional Transportation Planning:**

|              |              |
|--------------|--------------|
| \$ 11,981.00 | \$ 11,981.00 |
|--------------|--------------|

**3. Public Transportation**

|                                       |              |              |
|---------------------------------------|--------------|--------------|
| State Transit Assistance Funds (STA): | \$ 11,864.00 |              |
| Other:                                |              |              |
|                                       |              | \$ 11,864.00 |

**4. Community Transit Service CTSA, Article 4.5:**

|              |              |
|--------------|--------------|
| \$ 20,598.00 | \$ 20,598.00 |
|--------------|--------------|

**5. Streets & Roads:**

|                                     |               |               |
|-------------------------------------|---------------|---------------|
| Article 8a:                         | \$ 387,377.00 |               |
| Unexpended Funds, Held by Claimant: |               |               |
|                                     |               | \$ 387,377.00 |

**6. To Be Claimed By:**

|   |              |              |
|---|--------------|--------------|
| Fresno County Rural Transit Agency LTF: | \$ -         |              |
| Fresno County Rural Transit Agency STA: | \$ 36,779.00 |              |
| Other:                                  | \$ -         |              |
|   |              | \$ 36,779.00 |

**7. Reserve in Fund Pending Further Claiming**

|  |      |
|--|------|
|  | \$ - |
|--|------|

|  |               |
|--|---------------|
| <b>GRAND TOTAL</b>                                     | \$ 477,178.00 |
| <b>Claim Total Must Agree With Total on First Page</b> | \$ 477,178.00 |
| <b>Minus Non Transit Claims</b>                        | \$ 81,222.00  |
| <b>GRAND TOTAL PAYABLE TO CLAIMANT</b>                 | \$ 395,956.00 |

*Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.*

Enter Date:

Claimant Name:

## CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2016/17

*CHECK ALL THAT APPLY (Enter "X" in yellow box)*

**BICYCLE AND PEDESTRIAN FACILITIES**

Article 3

**PUBLIC TRANSPORTATION**

Article 4

**STREETS & ROADS**

Article 8a

### STANDARD ASSURANCES FOR CLAIMANTS

*CLAIMANT ASSURANCES: (initial yellow box all that apply)*

- A. Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).
- B. Claimant certifies that it has submitted a State Controller Report to the RTPA and to the State Controller, pursuant to PUC 99243.

**The undersigned hereby certifies that the above statements are true and correct.**

Please print and sign after completing form

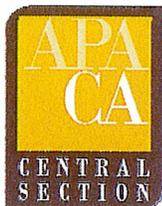
Authorized  
Signature:   
Name/Title:   
Date:



**2016/17**  
**COUNCIL OF FRESNO COUNTY GOVERNMENTS**  
**LOCAL TRANSPORTATION FUND**  
**APPORTIONMENT TO MEMBER AGENCIES**  
**Final Estimate**  
**05/01/2016**

|   |              |
|---|--------------|
| 2016/17 Estimate per Fresno County Auditor Controller | \$35,000,000 |
| Less Administration                                   | 100,000      |
| Gross Amount Available for Allocation                 | 34,900,000   |

| MEMBER        | DOF                    | PERCENT     | GROSS<br>AMOUNT<br>AVAILABLE | ART. 3         | SHARE            | RTP            | NET FOR           | ADD TO           | NET               |
|---------------|------------------------|-------------|------------------------------|----------------|------------------|----------------|-------------------|------------------|-------------------|
|               | POPULATION<br>01/01/16 |             |                              | PED.FAC.       | TOWARD           |                | ARTICLES          | CTSAs            | ART.4,            |
|               |                        |             |                              | (2%)           | (5%)             | (3%)           | 4 & 8             | ART. 4.5         | 4.5 & 8           |
| Clovis        | 108,039                | 10.97%      | 3,825,620                    | 76,595         | 183,514          | 106,965        | 3,458,546         | 195,145          | 3,653,691         |
| Coalinga      | 16,667                 | 1.69%       | 590,933                      | 11,816         | 29,072           | 16,501         | 533,544           |                  | 533,544           |
| Firebaugh     | 8,154                  | 0.83%       | 288,562                      | 5,781          | 13,682           | 8,073          | 261,026           |                  | 261,026           |
| Fowler        | 5,944                  | 0.60%       | 210,855                      | 4,214          | 10,477           | 5,885          | 190,279           |                  | 190,279           |
| Fresno City   | 520,453                | 52.86%      | 18,459,883                   | 368,982        | 914,868          | 515,282        | 16,660,751        |                  | 16,660,751        |
| Huron         | 6,914                  | 0.70%       | 245,068                      | 4,902          | 11,990           | 6,845          | 221,331           |                  | 221,331           |
| Kerman        | 14,366                 | 1.46%       | 509,469                      | 10,185         | 25,176           | 14,223         | 459,885           |                  | 459,885           |
| Kingsburg     | 12,101                 | 1.23%       | 428,535                      | 8,579          | 20,598           | 11,981         | 387,377           |                  | 387,377           |
| Mendota       | 11,763                 | 1.19%       | 416,260                      | 8,339          | 19,718           | 11,646         | 376,557           |                  | 376,557           |
| Orange Cove   | 9,220                  | 0.94%       | 327,275                      | 6,537          | 16,459           | 9,128          | 295,151           |                  | 295,151           |
| Parlier       | 15,395                 | 1.56%       | 545,530                      | 10,914         | 26,549           | 15,242         | 492,825           |                  | 492,825           |
| Reedley       | 25,999                 | 2.64%       | 921,282                      | 18,432         | 44,829           | 25,741         | 832,280           |                  | 832,280           |
| Sanger        | 26,024                 | 2.64%       | 921,492                      | 18,450         | 44,196           | 25,765         | 833,081           |                  | 833,081           |
| San Joaquin   | 4,047                  | 0.41%       | 143,536                      | 2,869          | 7,107            | 4,007          | 129,553           |                  | 129,553           |
| Selma         | 24,844                 | 2.52%       | 879,574                      | 17,613         | 42,057           | 24,597         | 795,307           |                  | 795,307           |
| Fresno Co.    | 174,611                | 17.74%      | 6,186,126                    | 123,792        | 299,808          | 172,876        | 5,589,650         |                  | 5,589,650         |
| FCRTA         |                        |             |                              |                |                  |                |                   | 506,607          | 506,607           |
| FCEOC         |                        |             |                              |                |                  |                |                   | 1,008,348        | 1,008,348         |
| <b>TOTALS</b> | <b>984,541</b>         | <b>100%</b> | <b>34,900,000</b>            | <b>698,000</b> | <b>1,710,100</b> | <b>974,757</b> | <b>31,517,143</b> | <b>1,710,100</b> | <b>33,227,243</b> |
|               |                        |             | <b>34,900,000</b>            | <b>698,000</b> | <b>1,710,100</b> | <b>974,757</b> | <b>31,517,143</b> | <b>**</b>        |                   |



# American Planning Association

## California Chapter - Central Section

**Media Contact:**  
 Rob Terry  
 Section Director Elect  
 (559) 233-4148 Ext. 222  
[rterry@fresnocog.org](mailto:rterry@fresnocog.org)

For Immediate Release  
 Tuesday, May 10, 2016

### Local Planning Agencies Recognized for Outstanding Achievements

American Planning Association, California Chapter Central Section 2016 Planning Awards recognize the Cities of Clovis, Kingsburg, Modesto, Sanger and Fresno and Madera Counties

Six public agencies, and their consultation partners, have been recognized for outstanding achievement in land use planning and best practices. The California Chapter Central Section of the American Planning Association has made the following awards:

- **Outstanding Planning Award – Transportation Planning:** To the City of Clovis for the “*Dry Creek Trailhead*”
- **Outstanding Planning Award – Urban Design:** To The City of Modesto for the “*Downtown Form-Based Zones*”
- **Outstanding Planning Award – Academic Award:** To the City of Sanger and The Department of City and Regional Planning at California Polytechnic State University (Cal Poly), San Luis Obispo, for the “*Sanger General Plan*”
- **Outstanding Planning Award – Planning Best Practices:** To Fresno County and participating agencies (Cities of Clovis, Coalinga, Fowler, Huron, Kerman, Kingsburg, Mendota, Parlier, Reedley, San Joaquin, Sanger, and Selma) for the “*Fresno Multi-Jurisdictional Housing Element*”
- **Outstanding Planning Award – Innovation in Green Community Planning:** To Madera County; McCaffrey Communities and PlaceWorks for the “*Tesoro Viejo Plan*”
- **Planning Award of Merit – Planning Best Practices:** To The City of Kingsburg and Fresno Housing Authority for the “*Marion Villas Senior Housing Project*”

The American Planning Association, California Central Section Awards program encourages quality and innovativeness in land use planning and increases public awareness of the planning profession through the recognition of outstanding achievements and individuals in the planning field. The eleven county Central Section of the American Planning Association California Chapter is comprised of Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Stanislaus, Tulare and Tuolumne Counties.

The American Planning Association, or APA, is the national organization that sets performance standards for city, state and regional land use planning professionals through its educational programs. The APA provides leadership in the development of vital communities by advocating excellence in community planning, promoting education and citizen empowerment, and provides the tools and support necessary to effect positive change.

####

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 For more information about the American Planning Association, California Chapter Central Section Awards, contact Rob Terry, Central Section Director Elect at (559) 233-4148 Ext. 222 or by e-mail at [rterry@fresnocog.org](mailto:rterry@fresnocog.org).



Meeting Date: 07/06/2016  
Agenda Item: V 3

## CITY COUNCIL MEETING STAFF REPORT

**REPORT TO:** Mayor Blayney and Kingsburg City Council

**REPORT FROM:** Ashlee Winslow  
Community Services and Senior Citizens Coordinator

**REVIEWED BY:**

AP

**AGENDA ITEM:** Commission Funds – Expenditure Request For Pop-up Skate Park Equipment and Benches for the Dog Park.

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

### EXECUTIVE SUMMARY

For the 2015/2016 budget year, the City Council awarded the Community Services Commission \$45,000.00 to spend on projects they felt needed attention. The caveat was they needed to request permission from the Council prior to the actual use of the funds.

To date, the Commission has spent the following funds:

1. Pop – Up Skate Park at the Swedish Festival - \$8,073.00.
2. Dog Park - \$6,740.18
  - a. These items include: waterline extension; signage; shade structure
3. Outdoor Movie Screen - \$5,145.23
4. Memorial Park Painting Project - \$6,500.00
  - a. This project included: painting of the band shell (costs were shared with the Beautification Committee) and the light and flag poles in the park.

These items total - \$26,458.41 leaving a remaining balance of - \$18,541.59.

At the last Community Services Commission meeting on June 27<sup>th</sup> the Commission made a recommendation to the City Council to purchase the following items:

1. Dog Park Benches: Commission Chair Melissa Bethel purchased these items through her work at whole sale cost. These items were not to exceed \$1,000.00, but should include 5 benches with tax and freight.
2. Pop – Up Skate Park Equipment: The Commission has recommended the purchase of the following items:
  - (2) 3'x6' Quarter Pipes – \$1,748
  - (2) 3'x8' Quarter Pipes – \$2,358

- Large contest scale A-frame - \$1,595
- 14"x6' Wedge - \$695
- Micro Spine - \$579
- Ramp to Rail - \$599
- (2) Wedges - \$498
- (2) Kickers - \$428
- 6' Plaza Pad - \$399
- 7' Adjustable Diamond Grind Rail - \$349 - 8319
- Shipping/ delivery - \$595
- Assembly (optional) - \$895

Total cost for these items: \$10,738.00.

The items the Commission is recommending for purchase are the same items we had at the Pop-Up Skate Park at Swedish Festival. The Commission feels that the purchase will save funds in the long run and allow the City to oversee how it's used and to make sure all participants are wearing proper safety equipment.

**RECOMMENDED ACTION BY CITY COUNCIL**

1. Approve the Expenditure request and direct staff to move forward with these projects.

**POLICY ALTERNATIVE(S)**

1. The Council can deny the continuation of these projects and direct staff and Commission in a direction the Council would like to see the funds spent.

**REASON FOR RECOMMENDATION/KEY METRIC**

1. The Commission would like to exhaust the funds given to them by the Council in the most productive way possible.

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

- |                              |                   |
|------------------------------|-------------------|
| 1. Is There A Fiscal Impact? | Yes               |
| 2. Is it Currently Budgeted? | Yes               |
| 3. If Budgeted, Which Line?  | 001-2800-529.5701 |

**PRIOR ACTION/REVIEW**

None.

**BACKGROUND INFORMATION**

None.

**ATTACHED INFORMATION**

1. Quote from Keen Ramps
2. Print out from Keen Ramps showing the different equipment

Hey Ashlee,

Here's what I would recommend getting, very similar to what we brought out (keep in mind these prices are for the ramps to have [Skatelite](#) surfacing which is necessary for outdoor and/or heavy usage i.e. municipal purposes:

- (2) 3'x6' Quarter Pipes – \$1,748
- (2) 3'x8' Quarter Pipes – \$2,358
- Large contest scale A-frame - \$1,595
- 14"x6' Wedge - \$695
- Micro Spine - \$579
- Ramp to Rail - \$599
- (2) Wedges - \$498
- (2) Kickers - \$428
- 6' Plaza Pad – \$399
- 7' Adjustable Diamond Grind Rail - \$349 – 8319
- Shipping/ delivery - \$595
- Assembly (optional) - \$895

TOTAL: \$10,738

All the Best,

Cory



Keen Ramps  
(562) 715-8643  
[cory@keenramps.com](mailto:cory@keenramps.com)  
[www.keenramps.com](http://www.keenramps.com)



# KEEN RAMPS

Premium Quality Skate Ramps



HOME SKATE RAMPS RENTALS PRIVATE PARKS/TFs TESTIMONIALS VIDEOS APPAREL OUR STORY CONTACT

## Keen Skate Ramps: Quarter Pipes, Half Pipes, Boxes and more!

Welcome to our online store!

We offer skate and other action sports ramps in all shapes and sizes... still don't see what you're looking for? Contact us with your custom specifications and we'll get back to you in no time!

Your shopping cart is empty



### QUARTER PIPES



2' x 4' Quarter Pipe  
\$295.00 \$249.00



2' x 6' Quarter Pipe  
\$425.00 \$389.00



2' x 8' Quarter Pipe  
\$499.00 \$499.00



3' x 4' Quarter Pipe  
\$395.00 \$349.00



3' x 6' Quarter Pipe  
\$549.00 \$499.00



3' x 8' Quarter Pipe  
\$695.00 \$679.00



4' x 6' Quarter Pipe  
\$699.00 \$649.00



4' x 8' Quarter Pipe  
\$889.00 \$879.00

### HALF PIPES



2' x 8' Mini Ramp  
\$1,599.00 \$1,299.00



3' x 8' Mini Half Pipe  
\$1,899.00 \$1,699.00



3' x 12' Mini Half Pipe  
\$2,599.00 \$2,299.00



4' x 12' Mini Half Pipe  
\$3,299.00 \$2,999.00



2' x 16' Mini Ramp  
\$2,599.00 \$2,499.00



3' x 16' Mini Half Pipe  
\$3,699.00 \$3,299.00



4' x 16' Mini Half Pipe  
\$4,999.00 \$4,599.00



5' x 12' Mini Half Pipe  
\$7,499.00 \$6,299.00

### RAILS



Adjustable Square Rail  
\$299.00 \$224.00



Adjustable Round Rail  
\$299.00 \$229.00



Rail Jam  
\$295.00 \$249.00



7' Diamond Grind Adjustable Flat Rail  
\$349.00

### OTHER



Kicker Ramp  
\$199.00 \$139.00



Wedge Ramp  
\$199.00 \$149.00



Tranny Ledge  
\$299.00



Banked Bar  
\$225.00 \$189.00



Ramp 2 Rail  
\$399.00



A-Frame  
\$365.00

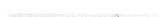


Micro Spine  
\$379.00



Bump to Down Ledge  
\$399.00

### BOXES





Meeting Date: 07/06/2016  
Agenda Item: V 4

**CITY COUNCIL MEETING STAFF REPORT**

**REPORT TO:** Mayor Blayney & City Council

**REPORT FROM:** Holly Owen, AICP, Planning Director

**REVIEWED BY:**

**AGENDA ITEM:** APPROVAL OF EXTRATERRITORIAL WATER SERVICE CONNECTIONS BY THE CITY OF KINGSBURG TO THREE (3) SINGLE FAMILY RESIDENTIAL PROPERTIES LOCATED OUTSIDE THE CITY LIMITS OF THE CITY OF KINGSGURG

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

**EXECUTIVE SUMMARY**

The City has received three (3) requests from property owners to connect to the City's municipal water system. All of these requests involve a domestic water supply from private wells to single family residences that have either failed or where failure is imminent. The City Engineer and Public Works Department have confirmed the failure or imminent failure of the private wells and the need for connection of the properties to the City's municipal water system. Three properties are located in Fresno County and outside of the city limits of the City. One property is located in Tulare County and outside the city limits of the City.

Kingsburg Municipal Code Section 13.04.050 allows the City to provide water service to properties outside the city limits of the City when approved by the City Council upon terms and conditions prescribed by the City Council. Section 13.04.060 provides that any agreement by the City to provide water service to properties outside the city limits of the City is conditioned upon the owner of the property not objecting to the annexation of the property into the City. Additionally, California Government Code Section 56133 requires the approval of the Local Agency Formation Commission (LAFCo) for the County where the property is located before the City can extend municipal water service to property located outside the city limits of the City.

The Agreement For Extension of Water Service attached as Exhibit "A" to each Resolution has been signed by the applicable property owner, and identifies payment of fees by the property owner as a condition to connecting the property to the City's municipal water system. Each Agreement addresses the issues and the conditions to providing the municipal water service to the properties as identified in Kingsburg Municipal Code Section 13.04.060 (No objection to annexation) and California Government Code Section 56133 (approval by LAFCo).

The municipal water system connection process is initiated with City Council's approval of each Agreement for Extension of Water Service, and LAFCo approval. The City may commence the connection process after LAFCo approval.

**RECOMMENDED ACTION BY CITY COUNCIL**

1. Approve the attached Resolutions, authorizing the City to connect the City's municipal water system to the following residences located outside the city limits of the City:
  - a) 334 Kern Street
  - b) 863 6<sup>th</sup> Street
  - c) 39802 Road 16, Tulare County

**ALTERNATIVE ACTION BY CITY COUNCIL**

1. Council could choose to deny connection to the City municipal water system to one or more properties.

**REASON FOR RECOMMENDATION/KEY METRIC**

1. The infrastructure exists to fulfill this request.
2. All of the properties under consideration are in the Kingsburg Sphere of Influence.
3. For connection to commence, Council must approve the Agreements for Extension of Water Service and forward the Agreements to the appropriate LAFCo for approval.
4. For connection to commence, all properties must pay the fees as specified in Exhibit "B" to the Agreement for Extension of Water Service.

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

1. Is There A Fiscal Impact? Yes, but is offset by fees, see Exhibit "B" of Agreement
2. Is it Currently Budgeted? No
3. If Budgeted, Which Line? N/A

**PRIOR ACTION/REVIEW**

1. None

**BACKGROUND INFORMATION**

See Executive Summary.

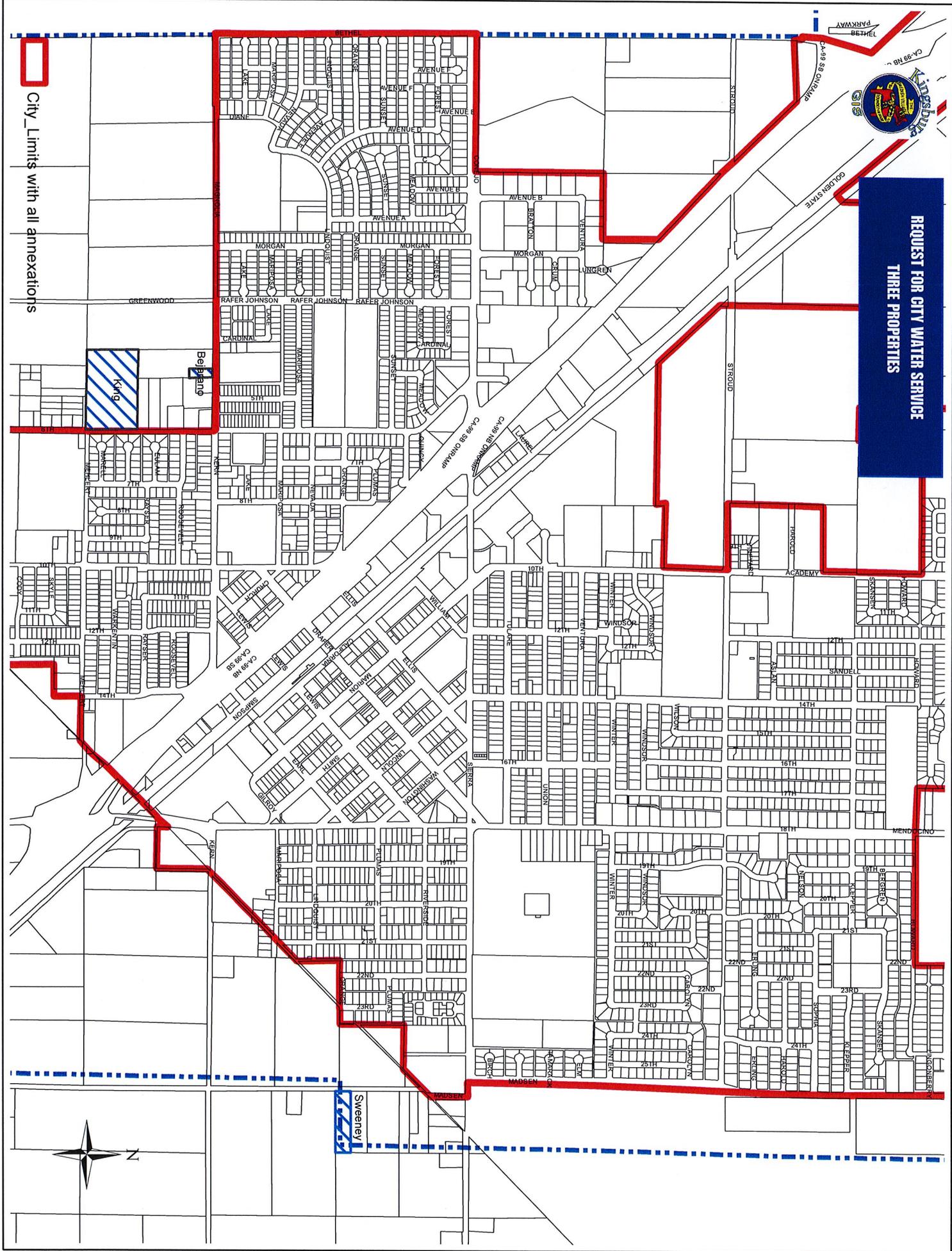
**ATTACHED INFORMATION**

1. Location Map, Properties Requesting Water Services
2. Resolution 2016-041, authorizing Connection of City Water Services to 863 6th Street, Fresno County
3. Resolution 2016-042, authorizing Connection of City Water Services to 334 Kern Street, Fresno County
4. Resolution 2016-043, authorizing connection of City Water Services to 39802 Road 16, Tulare County



**REQUEST FOR CITY WATER SERVICE  
THREE PROPERTIES**

City Limits with all annexations



**RESOLUTION NO. 2016-041**

**A RESOLUTION APPROVING AN AGREEMENT FOR EXTENSION OF WATER SERVICE AND APPLICATION BY THE CITY OF KINGSBURG TO THE FRESNO LOCAL AGENCY FORMATION COMMISSION SEEKING APPROVAL OF AN EXTENSION OF CITY WATER SERVICES**

**WHEREAS**, the City of Kingsburg (“**City**”) desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for the proposed extension of potable municipal water service beyond the City’s corporate city limits; and

**WHEREAS**, the City has received a request for an extension of City water service for domestic water use to be connected to serve the property owned by David and Carrie King located at 863 6<sup>th</sup> Avenue, Kingsburg, California (Assessor’s Parcel Number 395-030-11) (“**Property**”); and

**WHEREAS**, David and Carrie King have executed an Agreement For Extension of Water Service dated June \_\_\_, 2016 (“**Agreement**”), a copy of which is which is attached hereto as Exhibit “A” and by this reference incorporated herein, agreeing to the terms and conditions under which the City will extend municipal water service to the Property; and

**WHEREAS**, the legal description of the boundaries of the Property is set forth in Exhibit “B” attached hereto and by this reference incorporated herein; and

**WHEREAS**, the Property is located within, and the extension of municipal water service to the Property is consistent with, the sphere of influence of the City of Kingsburg; and

**WHEREAS**, the reason for this proposed extension of municipal water service to the Property is as follows: The domestic water well located on the Property is failing, causing an unreliable and possible cessation of domestic potable water to the single family residence located on the Property; and

**WHEREAS**, the City Council finds the extension of municipal water service to the Property in accordance with the provisions of the Agreement is not subject to the California Environmental Quality Act (“**CEQA**”) because there is no possibility that the extension of municipal water service to the Property may have a significant effect on the environment. Therefore, the General Exemption under CEQA Guideline 15061 is applicable to the extension of municipal water service to the Property in accordance with the Agreement.

**NOW, THEREFORE, BE IT RESOLVED THAT:** The City Council for the City of Kingsburg approves the Agreement and the extension of municipal water service to the Property and authorizes the City Manager of the City of Kingsburg to execute the Agreement on behalf of the City; and

**RESOLVED FURTHER:** The City Council of the City of Kingsburg adopts and approves the City's Application to the Fresno Local Agency Formation Commission ("LAFCo") requesting LAFCo initiate proceedings for the extension of City municipal water service to the Property described in Exhibit "B" hereto in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

\* \* \* \* \*

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing Resolution 2016-041 was adopted at a regular meeting of the Kingsburg City Council held on the 6<sup>th</sup> day of July, 2016, by the following vote:

Ayes: Councilmember(s):  
Noes: Councilmember(s):  
Absent: Councilmember(s):  
Abstain: Councilmember(s):

---

Abigail Palsgaard, City Clerk  
City of Kingsburg

**EXHIBIT "A"**

**AGREEMENT FOR EXTENSION OF WATER SERVICE**

Recording Requested By

CITY OF KINGSBURG

When Recorded Mail To:

City Clerk

City of Kingsburg

1401 Draper Street

Kingsburg, CA 93631

(Space Above This Line for Recorder's Use)

### AGREEMENT FOR EXTENSION OF WATER SERVICE

THIS AGREEMENT FOR EXTENSION OF WATER SERVICE ("Agreement") is made and entered into this 30 day of June, 2016, by and between THE CITY OF KINGSBURG, a Charter City of the State of California ("City"), and David King and Carrie King ("Owners").

#### RECITALS

A. Owner owns certain real property located in Fresno County, California and comprising approximately 9.88 acres and having an Assessor's Parcel Number 395-030-11 and commonly known as 863 6<sup>th</sup> Street, Kingsburg, California and more particularly described in Exhibit "A" which is attached hereto and made a part hereof ("**Owner's Property**"). Owner's Property is adjacent to the City's city limit boundary.

B. The domestic water well located on Owners' Property is failing. As a result, Owner has requested the City provide water to Owner's Property through the City's municipal water system. City has agreed to provide Owner's Property with water through the City municipal water system, in accordance with the provisions of Sections 13.04.050 and 13.04.060 of the Kingsburg Municipal Code and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto, agree as follows:

1. Connection to City's Municipal Water System. Owner represents and warrants to City that:

(a) Owner has been advised the water well on Owner's Property is failing and redevelopment of the well or the drilling of a new well on Owner's Property will cost substantially more than the cost of connecting Owner's Property to the City's municipal water system.

(b) Based upon Owner's representations and warranties and conditioned upon Owner's full and complete performance of all of the terms and conditions of this Agreement, and subject to the terms and conditions of this Agreement, City agrees to provide Owner's Property with water from the City's municipal water system.

2. **Connection to City Municipal Water Service.** Attached hereto and made a part hereof and identified as Exhibit "B" is the cost estimate prepared by the City which identifies all necessary improvements that must be constructed and installed in order to connect the Owner's Property to the City's municipal water system and all City connection costs and fees Owner must pay to the City ("**Estimated Connection Costs**"). As set forth in Exhibit "B," the Estimated Connection Cost is approximately One Thousand Eight Hundred Sixty-One Dollars (\$1,861.00) plus an Encroachment Permit Fee. Owner acknowledges and agrees this is only an estimate of costs and fees and the actual Connection Costs could exceed of this initial cost estimate. On the date of Owner's execution of this Agreement, Owner shall pay to the City by way of cash or cashier's check the full amount of the Estimated Connection Costs other than the Encroachment Permit Fee. On the date of City's issuance to Owner or Owner's contractor of an Encroachment Permit, Owner shall pay to the City by way of cash or cashier's check the full amount of the Encroachment Permit Fee as calculated by the City in accordance with the provisions of Exhibit "B" to this Agreement. Owner agrees, within five (5) days after the date of written request therefore, to pay to the City any additional amounts identified in said written notice to pay the actual and total Connection Costs. City will have no obligation to proceed with connecting Owner's Property to the City municipal water system until it receives the full amount of the Estimated Connection Costs and thereafter until it receives any additional funds to pay in full the actual and total Connection Costs. The Owner will be solely responsible for the installation of any and all pipeline and other improvements to transport water from the water meter to the Owner's residence and other locations on the Owner's Property. As part of the necessary improvements to be constructed and installed in order to connect the Owner's Property to the City's municipal water system, Owner shall do the following at Owner's sole cost and expense: (i) install a reduced backflow prevention assembly in accordance with all the requirements of Chapter 13.16 of the Kingsburg Municipal Code; and (ii) any and all wells located on Owner's Property which are used for domestic water purposes shall be abandoned and capped by a California licensed and certified contractor in accordance with applicable law.

3. **Continuing Obligations and Responsibilities of Owner.** Owner: (i) agrees to pay to City any and all fees for water supplied by City to Owner's Property after the Owner's Property is connected to the City's municipal water system. Owner acknowledges and agrees the water service fee paid by Owner is a higher water service fee than paid by residents of living within the City limits of the City and Owner agrees the water service fee charged Owner is required to pay the City the cost of providing water to Owner's Property; (ii) Owner waives any right to object and will not object in the future to paying a higher water service fee than paid by residents living within the City limits of the City; (ii) Owner agrees to maintain its water service account with the City in a current status; (iii) Owner shall conduct regular testing of the backflow prevention assembly pursuant to a schedule established by the City's Department of Public Works The Owner shall provide written evidence and results of testing of the backflow prevention assembly on an annual basis, or on another schedule established by the City's Department of Public Works; and (iv) Owner agrees to and shall abide by all the provisions of Chapter 13.04 of the Kingsburg Municipal Code and any revisions or amendments to Chapter 13.04 and any changes, revisions or amendments to City water service fees and City water service policies and procedures. Owner acknowledges and agrees that should it fail to perform all of its obligations and responsibilities under this Agreement, including, without limitation, Owner's duties and responsibilities under this Section 3, the City shall have the right to discontinue water service to Owner's Property as provided in the Kingsburg Municipal Code.

4. **Consent to Annexation.** In further consideration of the City's agreement to provide water from the City's municipal water system to Owner's Property in accordance with the terms and conditions of this Agreement, Owner agrees not to oppose or protest, in any way,

the annexation of Owner's Property to the City. Owner also agrees to pay all applicable fees and charges including, without limitation, sewer connection charges and fees the City or any other governmental agency may require at the time of annexation of Owner's Property to the City and to dedicate, at no cost to the City, any right of way along the Owner's Property to the extent required by the City. Owner acknowledges and agrees that should Owner oppose or protest, in any way, the Owner's annexation of Owner's Property to City, the City shall have the right to discontinue water service to Owner's Property in accordance with Section 13.04.060 of the Kingsburg Municipal Code.

5. **Approval by Kingsburg City Council and Local Area Formation Commission.**

This Agreement is of no force or effect and the City has no obligation to connect Owner's Property to the City's municipal water system until this Agreement and the connection of Owner's Property to the City's municipal water system is approved by the Kingsburg City Council and by the Local Area Formation Commission of the County where the Owner's Property is located.

6. **Covenants Running with the Land.** Owner acknowledges and agrees all of Owner's covenants, agreements, promises, representations and warranties as set forth in this Agreement are covenants running with Owner's Property as defined in the applicable provisions of Sections 1457, et seq. of the California Civil Code. Owner's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with Owners' Property and shall be binding on Owner and Owner's successors and assigns and all parties and persons holding title to Owner's property in the future.

7. **Successors and Assigns.** The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

8. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Fresno, State of California for any proceeding arising hereunder.

9. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which is not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

10. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

12. **Time of the Essence.** Time is of the essence of this Agreement and each provision of this Agreement.

13. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

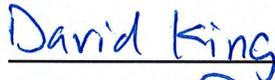
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

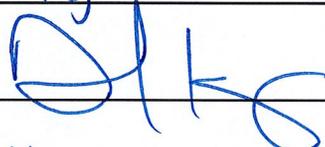
**"CITY"**

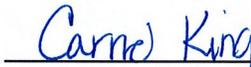
THE CITY OF KINGSBURG,  
a Charter City of the State of California

By: \_\_\_\_\_  
Alexander J. Henderson, City Manager

**"OWNERS"**

David King \_\_\_\_\_  


David King \_\_\_\_\_  
Print Name 

Carrie King \_\_\_\_\_  


Carrie King \_\_\_\_\_  
Print Name 

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF FRESNO )

On \_\_\_\_\_, 2016, before me, the undersigned a Notary Public in and for said State, personally appeared ALEXANDER J. HENDERSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

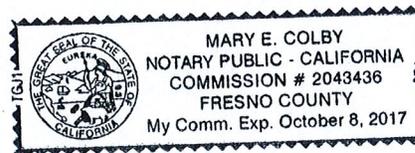
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Fresno )

On June 30, 2016, before me, the undersigned a Notary Public in and for said State, personally appeared David King and Carrie King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary E. Colby  
Notary Public



(Seal)

**EXHIBIT "B"**  
**ESTIMATED CONNECTION COSTS**

1. City of Kingsburg Water Facilities Connection Impact Fee (\$1091.00)
2. City of Kingsburg Encroachment Permit Fee (\$25.00 + 3% of valuation of project cost occurring in the City Right of Way), will require estimate from Licensed Plumbing Contractor
3. Nonrefundable deposit of \$500.00 to cover the cost of City of Kingsburg Staff Research and Document Preparation @\$95.00/hour. If the nonrefundable deposit amount exceeds the amount needed to pay the cost of City of Kingsburg Staff Research/Document Preparation, the balance remaining to be credited to the City Water Facilities Connection Impact fee.
4. Licensed Plumbing Contractor required to hot tap, trench, install one inch service and set meter at Owners's cost.
5. Licensed Plumbing Contractor to install a reduced pressure backflow assembly at Owner's cost.
6. Licensed and certified Contractor to cap and abandon all wells located on Owner's Property used for domestic water purposes, at Owner's cost.
7. Inspection/Supervision of hot tap, meter setting by City Staff, 72 hour notice required: Inspection/Supervision charge \$50.00/hour, estimated City inspection and supervision time:
  - 1 hour meter setting supervision (\$50.00)
  - 2 hours hot tap supervision (\$100.00)
8. LAFCo administrative fee (\$120.00), to be paid separately to Fresno County LAFCo

Costs to be paid by applicant to City upon Owner's execution of the Agreement:

\$1091.00 Water Facilities Connection Impact Fee  
\$500.00 City of Kingsburg Staff Research and Document Preparation  
\$150.00 City of Kingsburg Public Works Staff time-Supervision and Inspection  
\$120.00 LAFCo Administrative Fee, check made payable to Fresno County LAFCo.

- 1) Payment to City of Kingsburg at time of Owner's execution of the Agreement: \$1861.00**
- 2) Payment to City of Kingsburg on the date of Issuance of Encroachment Permit:  
\$25.00+ 3% of Valuation of project cost occurring in City Right of Way.**

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RECORDING REQUESTED BY  
Chicago Title Company  
Escrow No 09-44403012-BR  
Locate No CACTI7710-7710-4444-0044403012  
Title No 09-44403012-DN

When Recorded Mail Document  
and Tax Statement To  
Mr and Mrs David King  
863 6th Avenue  
Kingsburg, CA 93631



FRESNO County Recorder  
Robert C. Werner  
DOC- 2009-0053077  
Acct 2-Chicago Title Company  
Tuesday, APR 21, 2009 08 00 00  
Ttl Pd \$18.00 Nbr-0002975250  
JZG/R3/1-3

APN 395-030-11

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00

City Transfer Tax is \$ 0 00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **Kingsburg,**

"This is a bonafide gift and the grantor received nothing in return R & T 11930 "  
**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Lawrence King and Sharon King, husband and wife as joint tenants as to an undivided 1/2 interest and David King and Carrie King, husband and wife as to an undivided 1/2 interest

hereby **GRANT(S) to** David King and Carrie King, husband and wife as joint tenants

**the following described real property in the City of Kingsburg,** County of **Fresno,** State of **California**  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED April 14, 2009

State of California  
County of Fresno

On April 15, 2009 before me,  
J Embry, Notary Public  
(here insert name and title of the officer), personally appeared  
David King, Lawrence King, Sharon King

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

Lawrence King  
Lawrence King

Sharon King  
Sharon King

David King  
David King

Carrie King  
Carrie King

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 J Embry (Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 12/07)  
(grantfil)(12-07)

GRANT DEED

State of California )  
County of Fresno )

On April 17, 2009 before me,

J Embry, Notary Public (here insert name and title of the officer),

personally appeared Carne King

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 J Embry (Seal)



**Escrow No** 09-44403012-BR  
**Locate No** CACTI7710-7710-4444-0044403012  
**Title No** 09-44403012-DN

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF KINGSBURG, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS COMMENCING AT A POINT DISTANT 495 FEET EAST OF A POINT THAT IS 792 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE EAST 825 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27, THENCE SOUTH 528 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE WEST 825 FEET TO A POINT 495 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27, THENCE NORTH 528 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, SAID PROPERTY EMBRACING PORTIONS OF LOTS 73 AND 74, ACCORDING TO THE "MAP OF WRISTEN ADDITION TO KINGSBURG", RECORDED NOVEMBER 17, 1887 IN BOOK 3 AT PAGE 55

APN 395-030-11

3



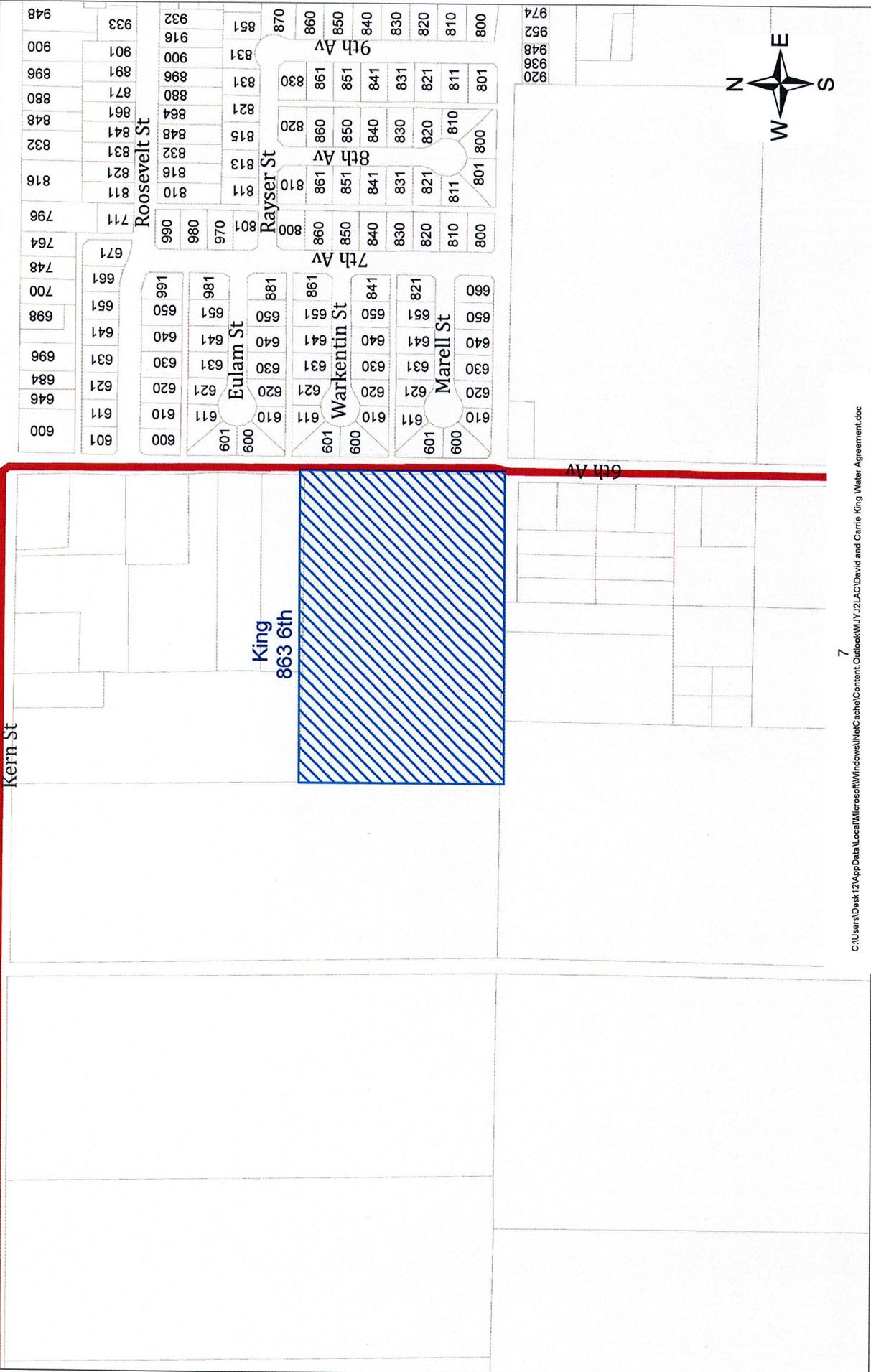


Request for City Water Service  
King  
863 6th Avenue  
APN 395-030-11

EXHIBIT "A"  
OWNER'S PROPERTY

|     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |

|     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |
| 125 | 124 | 123 | 122 | 121 | 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 |



## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF THE PROPERTY**

**Escrow No** 09-44403012-BR  
**Locate No** CACTI7710-7710-4444-0044403012  
**Title No** 09-44403012-DN

## **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF KINGSBURG, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS COMMENCING AT A POINT DISTANT 495 FEET EAST OF A POINT THAT IS 792 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE EAST 825 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27, THENCE SOUTH 528 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE WEST 825 FEET TO A POINT 495 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27, THENCE NORTH 528 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, SAID PROPERTY EMBRACING PORTIONS OF LOTS 73 AND 74, ACCORDING TO THE "MAP OF WRISTEN ADDITION TO KINGSBURG", RECORDED NOVEMBER 17, 1887 IN BOOK 3 AT PAGE 55

APN 395-030-11

**RESOLUTION NO. 2016-042**

**A RESOLUTION APPROVING AN AGREEMENT FOR EXTENSION OF WATER SERVICE AND APPLICATION BY THE CITY OF KINGSBURG TO THE FRESNO LOCAL AGENCY FORMATION COMMISSION SEEKING APPROVAL OF AN EXTENSION OF CITY WATER SERVICES**

**WHEREAS**, the City of Kingsburg (“City”) desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for the proposed extension of potable municipal water service beyond the City’s corporate city limits; and

**WHEREAS**, the City has received a request for an extension of City water service for domestic water use to be connected to serve the property owned by Robert and Carlina Bejarano located at 334 Kern Street, Kingsburg, California (Assessor’s Parcel Number 395-030-07) (“Property”); and

**WHEREAS**, Robert and Carlina Bejarano have executed an Agreement For Extension of Water Service dated June \_\_, 2016 (“Agreement”), a copy of which is which is attached hereto as Exhibit “A” and by this reference incorporated herein, agreeing to the terms and conditions under which the City will extend municipal water service to the Property; and

**WHEREAS**, the legal description of the boundaries of the Property is set forth in Exhibit “B” attached hereto and by this reference incorporated herein; and

**WHEREAS**, the Property is located within, and the extension of municipal water service to the Property is consistent with, the sphere of influence of the City of Kingsburg; and

**WHEREAS**, the reason for this proposed extension of municipal water service to the Property is as follows: The domestic water well located on the Property is failing, causing an unreliable and possible cessation of domestic potable water to the single family residence located on the Property; and

**WHEREAS**, the City Council finds the extension of municipal water service to the Property in accordance with the provisions of the Agreement is not subject to the California Environmental Quality Act (“CEQA”) because there is no possibility that the extension of municipal water service to the Property may have a significant effect on the environment. Therefore, the General Exemption under CEQA Guideline 15061 is applicable to the extension of municipal water service to the Property in accordance with the Agreement.

**NOW, THEREFORE, BE IT RESOLVED THAT:** The City Council for the City of Kingsburg approves the Agreement and the extension of municipal water service to the Property and authorizes the City Manager of the City of Kingsburg to execute the Agreement on behalf of the City; and

**RESOLVED FURTHER:** The City Council of the City of Kingsburg adopts and approves the City's Application to the Fresno Local Agency Formation Commission ("LAFCo") requesting LAFCo initiate proceedings for the extension of City municipal water service to the Property described in Exhibit "B" hereto in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

\* \* \* \* \*

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing Resolution 2016-042 was adopted at a regular meeting of the Kingsburg City Council held on the 6<sup>th</sup> day of July, 2016, by the following vote:

Ayes: Councilmember(s):  
Noes: Councilmember(s):  
Absent: Councilmember(s):  
Abstain: Councilmember(s):

---

Abigail Palsgaard, City Clerk  
City of Kingsburg

**EXHIBIT "A"**

**AGREEMENT FOR EXTENSION OF WATER SERVICE**

Recording Requested By

CITY OF KINGSBURG

When Recorded Mail To:

City Clerk

City of Kingsburg

1401 Draper Street

Kingsburg, CA 93631

(Space Above This Line for Recorder's Use)

### AGREEMENT FOR EXTENSION OF WATER SERVICE

THIS AGREEMENT FOR EXTENSION OF WATER SERVICE ("Agreement") is made and entered into this 1 day of July, 2016, by and between THE CITY OF KINGSBURG, a Charter City of the State of California ("City"), and Robert and Carlina Bejarano ("Owner").

#### RECITALS

A. Owner owns certain real property located in Fresno County, California and comprising approximately .507 acres and having an Assessor's Parcel Number 395-030-07 and commonly known as 334 Kern Street, Kingsburg, California and more particularly described in Exhibit "A" which is attached hereto and made a part hereof ("**Owner's Property**"). Owner's Property is located adjacent to the City's city limit boundary.

B. The domestic water well located on Owners' Property has failed. As a result, Owner has requested the City provide water to Owner's Property through the City's municipal water system. City has agreed to provide Owner's Property with water through the City municipal water system, in accordance with the provisions of Sections 13.04.050 and 13.04.060 of the Kingsburg Municipal Code and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto, agree as follows:

1. Connection to City's Municipal Water System. Owner represents and warrants to City that:

(a) Owner has been advised the water well on Owner's Property is not obtainable with the current well system and redevelopment of the well or the drilling of a new well on Owner's Property will cost substantially more than the cost of connecting Owner's Property to the City's municipal water system.

(b) Based upon Owner's representations and warranties and conditioned upon Owner's full and complete performance of all of the terms and conditions of this Agreement, and subject to the terms and conditions of this Agreement, City agrees to provide Owner's Property with water from the City's municipal water system.

2. **Connection to City Municipal Water Service.** Attached hereto and made a part hereof and identified as Exhibit "B" is the cost estimate prepared by the City which identifies all necessary improvements that must be constructed and installed in order to connect the Owner's Property to the City's municipal water system and all City connection costs and fees Owner must pay to the City ("**Estimated Connection Costs**"). As set forth in Exhibit "B," the Estimated Connection Cost is approximately One Thousand Eight Hundred Sixty-One Dollars (\$1,861.00) plus an Encroachment Permit Fee. Owner acknowledges and agrees this is only an estimate of costs and fees and the actual Connection Costs could exceed of this initial cost estimate. On the date of Owner's execution of this Agreement, Owner shall pay to the City by way of cash or cashier's check the full amount of the Estimated Connection Costs other than the Encroachment Permit Fee. On the date of City's issuance to Owner or Owner's contractor of an Encroachment Permit, Owner shall pay to the City by way of cash or cashier's check the full amount of the Encroachment Permit Fee as calculated by the City in accordance with the provisions of Exhibit "B" to this Agreement. Owner agrees, within five (5) days after the date of written request therefore, to pay to the City any additional amounts identified in said written notice to pay the actual and total Connection Costs. City will have no obligation to proceed with connecting Owner's Property to the City municipal water system until it receives the full amount of the Estimated Connection Costs and thereafter until it receives any additional funds to pay in full the actual and total Connection Costs. The Owner will be solely responsible for the installation of any and all pipeline and other improvements to transport water from the water meter to the Owner's residence and other locations on the Owner's Property. As part of the necessary improvements to be constructed and installed in order to connect the Owner's Property to the City's municipal water system, Owner shall do the following at Owner's sole cost and expense: (i) install a reduced backflow prevention assembly in accordance with all the requirements of Chapter 13.16 of the Kingsburg Municipal Code; and (ii) any and all wells located on Owner's Property which are used for domestic water purposes shall be abandoned and capped by a California licensed and certified contractor in accordance with applicable law.

3. **Continuing Obligations and Responsibilities of Owner.** Owner: (i) agrees to pay to City any and all fees for water supplied by City to Owner's Property after the Owner's Property is connected to the City's municipal water system. Owner acknowledges and agrees the water service fee paid by Owner is a higher water service fee than paid by residents of living within the City limits of the City and Owner agrees the water service fee charged Owner is required to pay the City the cost of providing water to Owner's Property; (ii) Owner waives any right to object and will not object in the future to paying a higher water service fee than paid by residents living within the City limits of the City; (iii) Owner agrees to maintain its water service account with the City in a current status; (iii) Owner shall conduct regular testing of the backflow prevention assembly pursuant to a schedule established by the City's Department of Public Works. The Owner shall provide written evidence and results of testing of the backflow prevention assembly on an annual basis, or on another schedule established by the City's Department of Public Works; and (iv) Owner agrees to and shall abide by all the provisions of Chapter 13.04 of the Kingsburg Municipal Code and any revisions or amendments to Chapter 13.04 and any changes, revisions or amendments to City water service fees and City water service policies and procedures. Owner acknowledges and agrees that should it fail to perform all of its obligations and responsibilities under this Agreement, including, without limitation, Owner's duties and responsibilities under this Section 3, the City shall have the right to discontinue water service to Owner's Property as provided in the Kingsburg Municipal Code.

4. **Consent to Annexation.** In further consideration of the City's agreement to provide water from the City's municipal water system to Owner's Property in accordance with the terms and conditions of this Agreement, Owner agrees not to oppose or protest, in any way,

the annexation of Owner's Property to the City. Owner also agrees to pay all applicable fees and charges including, without limitation, sewer connection charges and fees the City or any other governmental agency may require at the time of annexation of Owner's Property to the City and to dedicate, at no cost to the City, any right of way along the Owner's Property to the extent required by the City. Owner acknowledges and agrees that should Owner oppose or protest, in any way, the Owner's annexation of Owner's Property to City, the City shall have the right to discontinue water service to Owner's Property in accordance with Section 13.04.060 of the Kingsburg Municipal Code.

5. **Approval by Kingsburg City Council and Local Area Formation Commission.**

This Agreement is of no force or effect and the City has no obligation to connect Owner's Property to the City's municipal water system until this Agreement and the connection of Owner's Property to the City's municipal water system is approved by the Kingsburg City Council and by the Local Area Formation Commission of the County where the Owner's Property is located.

6. **Covenants Running with the Land.** Owner acknowledges and agrees all of Owner's covenants, agreements, promises, representations and warranties as set forth in this Agreement are covenants running with Owner's Property as defined in the applicable provisions of Sections 1457, et seq. of the California Civil Code. Owner's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with Owners' Property and shall be binding on Owner and Owner's successors and assigns and all parties and persons holding title to Owner's property in the future.

7. **Successors and Assigns.** The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

8. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Fresno, State of California for any proceeding arising hereunder.

9. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which is not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

10. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

12. **Time of the Essence**. Time is of the essence of this Agreement and each provision of this Agreement.

13. **Governing Law**. This Agreement shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

**"CITY"**

THE CITY OF KINGSBURG,  
a Charter City of the State of California

By: \_\_\_\_\_  
Alexander J. Henderson, City Manager

**"OWNER"**

Robert Bejarano

ROBERT BEJARANO

Print Name

Carlina L. Bejarano

Carlina L. Bejarano

Print Name

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF FRESNO )

On \_\_\_\_\_, 2016, before me, the undersigned a Notary Public in and for said State, personally appeared ALEXANDER J. HENDERSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

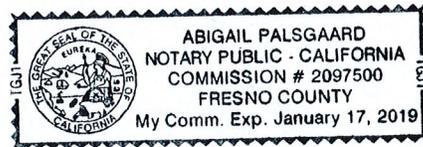
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Fresno )

On 7/1/2016, 2016, before me, the undersigned a Notary Public in and for said State, personally appeared Robert Bejarano + Carlina L. Bejarano, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Abigail Palsgaard  
Notary Public



(Seal)

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**EXHIBIT "B"**  
**ESTIMATED CONNECTION COSTS**

1. City of Kingsburg Water Facilities Connection Impact Fee (\$1091.00)
2. City of Kingsburg Encroachment Permit Fee (\$25.00 + 3% of valuation of project cost occurring in the City Right of Way), will require estimate from Licensed Plumbing Contractor
3. Nonrefundable deposit of \$500.00 to cover the cost of City of Kingsburg Staff Research and Document Preparation @\$95.00/hour. If the nonrefundable deposit amount exceeds the amount needed to pay the cost of City of Kingsburg Staff Research/Document Preparation, the balance remaining to be credited to the City Water Facilities Connection Impact fee.
4. Licensed Plumbing Contractor required to hot tap, trench, install one inch service and set meter at Owners's cost.
5. Licensed Plumbing Contractor to install a reduced pressure backflow assembly at Owner's cost.
6. Licensed and certified Contractor to cap and abandon all wells located on Owner's Property used for domestic water purposes, at Owner's cost.
7. Inspection/Supervision of hot tap, meter setting by City Staff, 72 hour notice required: Inspection/Supervision charge \$50.00/hour, estimated City inspection and supervision time:
  - 1 hour meter setting supervision (\$50.00)
  - 2 hours hot tap supervision (\$100.00)
8. LAFCo administrative fee (\$120.00), to be paid separately to Fresno County LAFCo

Costs to be paid by applicant to City upon Owner's execution of the Agreement:

\$1091.00 Water Facilities Connection Impact Fee  
\$500.00 City of Kingsburg Staff Research and Document Preparation  
\$150.00 City of Kingsburg Public Works Staff time-Supervision and Inspection  
\$120.00 LAFCo Administrative Fee, check made payable to Fresno County LAFCo.

- 1) Payment to City of Kingsburg at time of Owner's execution of the Agreement: \$1861.00**
- 2) Payment to City of Kingsburg on the date of Issuance of Encroachment Permit:  
\$25.00+ 3% of Valuation of project cost occurring in City Right of Way.**



RECORDING REQUESTED BY  
 Financial Title Company  
 AND WHEN RECORDED MAIL TO

FRESNO County Recorder  
 Robert C. Werner  
**DOC- 2008-0107954**

Name **Robert Bejarano**  
 Street Address **334 Kern Street**  
 City, State **Kingsburg, Ca 93631**  
 Zip  
 Order No. **44109146-756**

Acct 1-Financial Title Company (C)  
 Wednesday, JUL 30, 2008 08:00:00  
 Ttl Pd \$144.00 Nbr-0002814946  
 GSF/R7/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
 City of Kingsburg or  Unincorporated Area  
 City Conveyance Tax is \$\$ 0.00  
 Parcel No. 395-030-07

Documentary Transfer Tax is \$132.00  
 computed on full value of interest or property conveyed, or  
 full value less value of liens or encumbrances remaining at the time of sale

the undersigned  
 Signature of Declarant or Agent Determining Tax/ Firm Name

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Lucille Luna, as Surviving Joint Tenant**  
 hereby GRANT(s) to  
**Robert Bejarano and Carlina Bejarano, Husband and Wife as Joint Tenants**  
 the following real property:  
 See Exhibit A attached hereto and made a part hereof.

Dated: July 22, 2008

Lucille Luna  
 Lucille Luna

STATE OF CALIFORNIA  
 COUNTY OF Fresno } s.s.

On July 23, 2008 before me,

A.C. Garcia  
 Notary Public, personally appeared

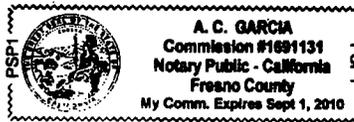
Lucille Luna

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 A.C. Garcia



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City & State

**Exhibit A**

All that certain real property situated in the County of Fresno, State of California, described as follows:

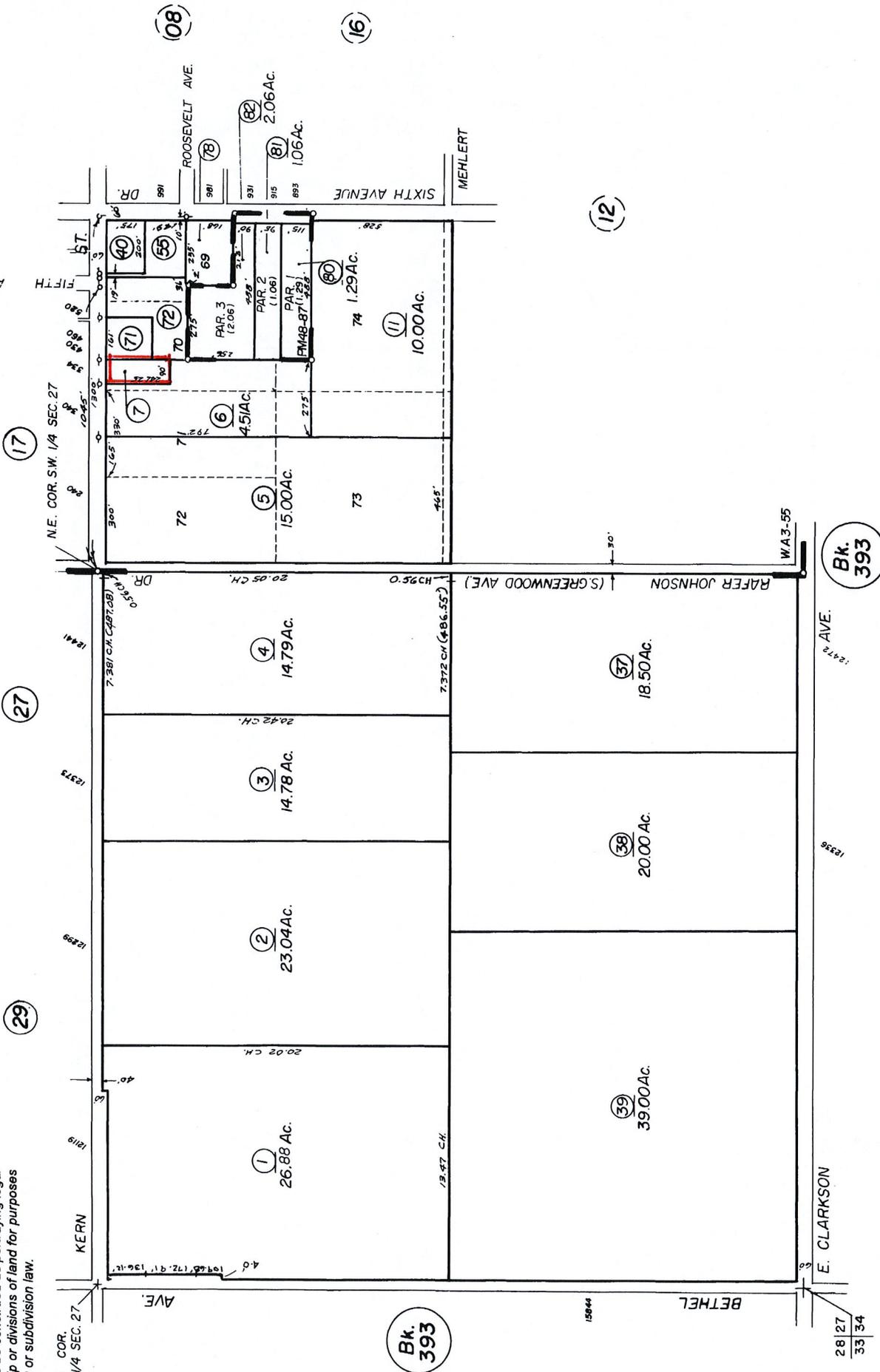
The North 241.25 feet of the East 90 feet of that portion of the Southeast quarter of Section 27, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat, described as follows:

COMMENCING at a point 495 feet East of the Northwest corner of the Southeast quarter of said Section 27 and running thence East on quarter section line 275 feet; thence South 792 feet; thence West 275 feet; thence North 792 feet to the point of beginning, comprising a portion of Lots 70 and 71, as shown on the Map entitled, "Wristen Addition to Kingsburg", filed for record November 17, 1887, in Book 3, Page 55 of Plats.

J

**SUBDIVIDED LAND IN POR. SEC. 27, T. 16 S., R. 22 E., M. D. B. & M.**

NOTE - This map is for Assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.



Parcel Map No. 7293 - Bk. 48, Pg. 87  
Wristen Addition - Plat Bk. 3, Pg. 55

Assessor's Map Bk. 395 - F  
County of Fresno, Calif

NOTE - Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.



## EXHIBIT "B"

### LEGAL DESCRIPTION OF THE PROPERTY

#### Exhibit A

All that certain real property situated in the County of Fresno, State of California, described as follows:

The North 241.25 feet of the East 90 feet of that portion of the Southeast quarter of Section 27, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat, described as follows:

COMMENCING at a point 495 feet East of the Northwest corner of the Southeast quarter of said Section 27 and running thence East on quarter section line 275 feet; thence South 792 feet; thence West 275 feet; thence North 792 feet to the point of beginning, comprising a portion of Lots 70 and 71, as shown on the Map entitled, "Wristen Addition to Kingsburg", filed for record November 17, 1887, in Book 3, Page 55 of Plats.

2

**RESOLUTION NO. 2016-043**

**A RESOLUTION APPROVING AN AGREEMENT FOR EXTENSION OF WATER SERVICE AND APPLICATION BY THE CITY OF KINGSBURG TO THE TULARE LOCAL AGENCY FORMATION COMMISSION SEEKING APPROVAL OF AN EXTENSION OF CITY WATER SERVICES**

**WHEREAS**, the City of Kingsburg (“City”) desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for the proposed extension of potable municipal water service beyond the City’s corporate city limits; and

**WHEREAS**, the City has received a request for an extension of City water service for domestic water use to be connected to serve the property owned by Michael and Sandra Sweeney located at 39710 Road 16, Kingsburg, California (Assessor’s Parcel Number 028-110-027) (“Property”); and

**WHEREAS**, Michael and Sandra Sweeney have executed an Agreement For Extension of Water Service dated June \_\_, 2016 (“Agreement”), a copy of which is which is attached hereto as Exhibit “A” and by this reference incorporated herein, agreeing to the terms and conditions under which the City will extend municipal water service to the Property; and

**WHEREAS**, the legal description of the boundaries of the Property is set forth in Exhibit “B” attached hereto and by this reference incorporated herein; and

**WHEREAS**, the Property is located within, and the extension of municipal water service to the Property is consistent with, the sphere of influence of the City of Kingsburg; and

**WHEREAS**, the reason for this proposed extension of municipal water service to the Property is as follows: The domestic water well located on the Property is failing, causing an unreliable and possible cessation of domestic potable water to the single family residence located on the Property; and

**WHEREAS**, the City Council finds the extension of municipal water service to the Property in accordance with the provisions of the Agreement is not subject to the California Environmental Quality Act (“CEQA”) because there is no possibility that the extension of municipal water service to the Property may have a significant effect on the environment. Therefore, the General Exemption under CEQA Guideline 15061 is applicable to the extension of municipal water service to the Property in accordance with the Agreement.

**NOW, THEREFORE, BE IT RESOLVED THAT:** The City Council for the City of Kingsburg approves the Agreement and the extension of municipal water service to the Property and authorizes the City Manager of the City of Kingsburg to execute the Agreement on behalf of the City; and

**RESOLVED FURTHER:** The City Council of the City of Kingsburg adopts and approves the City’s Application to the Tulare Local Agency Formation Commission (“**LAFCo**”) requesting LAFCo initiate proceedings for the extension of City municipal water service to the Property described in Exhibit “B” hereto in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

\* \* \* \* \*

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing Resolution 2016-043 was adopted at a regular meeting of the Kingsburg City Council held on the 6<sup>th</sup> day of July, 2016, by the following vote:

Ayes: Councilmember(s):  
Noes: Councilmember(s):  
Absent: Councilmember(s):  
Abstain: Councilmember(s):

\_\_\_\_\_  
Abigail Palsgaard, City Clerk  
City of Kingsburg

**EXHIBIT "A"**

**AGREEMENT FOR EXTENSION OF WATER SERVICE**

Recording Requested By

CITY OF KINGSBURG

When Recorded Mail To:

City Clerk

City of Kingsburg

1401 Draper Street

Kingsburg, CA 93631

(Space Above This Line for Recorder's Use)

**AGREEMENT FOR EXTENSION  
OF WATER SERVICE**

THIS AGREEMENT FOR EXTENSION OF WATER SERVICE ("Agreement") is made and entered into this 1 day of July, 2016, by and between THE CITY OF KINGSBURG, a Charter City of the State of California ("City"), and Michael J Sweeney and Sandra E Sweeney ("Owners").

RECITALS

A. Owner owns certain real property located in Fresno County, California and comprising approximately 2.31 acres and having an Assessor's Parcel Number 028-110-027 and commonly known as 39802 Road 16 Kingsburg, California and more particularly described in Exhibit "A" which is attached hereto and made a part hereof ("**Owner's Property**"). Owner's Property is located approximately 680 feet from City's city limit boundary.

B. The domestic water well located on Owners' Property is failing. As a result, Owner has requested the City provide water to Owner's Property through the City's municipal water system. City has agreed to provide Owner's Property with water through the City municipal water system, in accordance with the provisions of Sections 13.04.050 and 13.04.060 of the Kingsburg Municipal Code and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto, agree as follows:

1. Connection to City's Municipal Water System. Owner represents and warrants to City that:

(a) Owner has been advised the water well on Owner's Property is failing and redevelopment of the well or the drilling of a new well on Owner's Property will cost substantially more than the cost of connecting Owner's Property to the City's municipal water system.

(b) Based upon Owner's representations and warranties and conditioned upon Owner's full and complete performance of all of the terms and conditions of this Agreement, and subject to the terms and conditions of this Agreement, City agrees to provide Owner's Property with water from the City's municipal water system.

subject to the terms and conditions of this Agreement, City agrees to provide Owner's Property with water from the City's municipal water system.

2. **Connection to City Municipal Water Service.** Attached hereto and made a part hereof and identified as Exhibit "B" is the cost estimate prepared by the City which identifies all necessary improvements that must be constructed and installed in order to connect the Owner's Property to the City's municipal water system and all City connection costs and fees Owner must pay to the City ("**Estimated Connection Costs**"). As set forth in Exhibit "B," the Estimated Connection Cost is approximately One Thousand Eight Hundred Sixty-One Dollars (\$1,861.00) plus an Encroachment Permit Fee. Owner acknowledges and agrees this is only an estimate of costs and fees and the actual Connection Costs could exceed of this initial cost estimate. On the date of Owner's execution of this Agreement, Owner shall pay to the City by way of cash or cashier's check the full amount of the Estimated Connection Costs other than the Encroachment Permit Fee. On the date of City's issuance to Owner or Owner's contractor of an Encroachment Permit, Owner shall pay to the City by way of cash or cashier's check the full amount of the Encroachment Permit Fee as calculated by the City in accordance with the provisions of Exhibit "B" to this Agreement. Owner agrees, within five (5) days after the date of written request therefore, to pay to the City any additional amounts identified in said written notice to pay the actual and total Connection Costs. City will have no obligation to proceed with connecting Owner's Property to the City municipal water system until it receives the full amount of the Estimated Connection Costs and thereafter until it receives any additional funds to pay in full the actual and total Connection Costs. The Owner will be solely responsible for the installation of any and all pipeline and other improvements to transport water from the water meter to the Owner's residence and other locations on the Owner's Property. As part of the necessary improvements to be constructed and installed in order to connect the Owner's Property to the City's municipal water system, Owner shall do the following at Owner's sole cost and expense: (i) install a reduced backflow prevention assembly in accordance with all the requirements of Chapter 13.16 of the Kingsburg Municipal Code; and (ii) any and all wells (except wells used exclusively for agricultural purposes and not for domestic purposes) located on Owner's Property shall be abandoned and capped by a California licensed and certified contractor in accordance with applicable law.

3. **Continuing Obligations and Responsibilities of Owner.** Owner: (i) agrees to pay to City any and all fees for water supplied by City to Owner's Property after the Owner's Property is connected to the City's municipal water system. Owner acknowledges and agrees the water service fee paid by Owner is a higher water service fee than paid by residents of living within the City limits of the City and Owner agrees the water service fee charged Owner is required to pay the City the cost of providing water to Owner's Property; (ii) Owner waives any right to object and will not object in the future to paying a higher water service fee than paid by residents living within the City limits of the City; (ii) Owner agrees to maintain its water service account with the City in a current status; (iii) Owner shall conduct regular testing of the backflow prevention assembly pursuant to a schedule established by the City's Department of Public Works. The Owner shall provide written evidence and results of testing of the backflow prevention assembly on an annual basis, or on another schedule established by the City's Department of Public Works; and (iv) Owner agrees to and shall abide by all the provisions of Chapter 13.04 of the Kingsburg Municipal Code and any revisions or amendments to Chapter 13.04 and any changes, revisions or amendments to City water service fees and City water service policies and procedures. Owner acknowledges and agrees that should it fail to perform all of its obligations and responsibilities under this Agreement, including, without limitation, Owner's duties and responsibilities under this Section 3, the City shall have the right to discontinue water service to Owner's Property as provided in the Kingsburg Municipal Code.

the terms and conditions of this Agreement, Owner agrees not to oppose or protest, in any way, the annexation of Owner's Property to the City. Owner also agrees to pay all applicable fees and charges including, without limitation, sewer connection charges and fees the City or any other governmental agency may require at the time of annexation of Owner's Property to the City and to dedicate, at no cost to the City, any right of way along the Owner's Property to the extent required by the City. Owner acknowledges and agrees that should Owner oppose or protest, in any way, the Owner's annexation of Owner's Property to City, the City shall have the right to discontinue water service to Owner's Property in accordance with Section 13.04.060 of the Kingsburg Municipal Code.

5. **Approval by Kingsburg City Council and Local Area Formation Commission.**

This Agreement is of no force or effect and the City has no obligation to connect Owner's Property to the City's municipal water system until this Agreement and the connection of Owner's Property to the City's municipal water system is approved by the Kingsburg City Council and by the Local Area Formation Commission of the County where the Owner's Property is located.

6. **Covenants Running with the Land.** Owner acknowledges and agrees all of Owner's covenants, agreements, promises, representations and warranties as set forth in this Agreement are covenants running with Owner's Property as defined in the applicable provisions of Sections 1457, et seq. of the California Civil Code. Owner's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with Owners' Property and shall be binding on Owner and Owner's successors and assigns and all parties and persons holding title to Owner's property in the future.

7. **Successors and Assigns.** The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

8. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Fresno, State of California for any proceeding arising hereunder.

9. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which is not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

10. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

12. **Time of the Essence.** Time is of the essence of this Agreement and each provision of this Agreement.

13. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

**"CITY"**

THE CITY OF KINGSBURG,  
a Charter City of the State of California

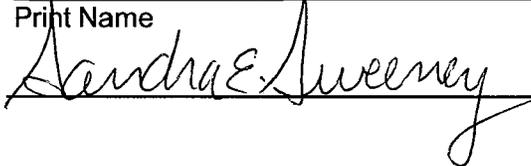
By: \_\_\_\_\_  
Alexander J. Henderson, City Manager

**"OWNER"**

\_\_\_\_\_  


**Michael J Sweeney**

Print Name

\_\_\_\_\_  


**Sandra E Sweeney**

Print Name

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF FRESNO )

On \_\_\_\_\_, 2016, before me, the undersigned a Notary Public in and for said State, personally appeared ALEXANDER J. HENDERSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

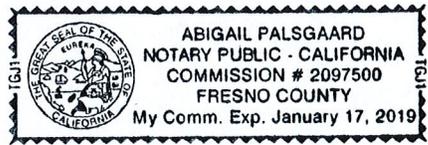
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Fresno )

On July 1, 2016, before me, the undersigned a Notary Public in and for said State, personally appeared Michael J. Sweeney & Sandra B. Sweeney, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Abigail Palsgaard  
\_\_\_\_\_  
Notary Public



(Seal)

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①

30690

RECORDING REQUESTED BY  
CHICAGO TITLE COMPANY  
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE INSTRUCTED, THE TAX STATEMENT TO:

NAME MICHAEL J. SWEENEY  
ADDRESS 2430 SOPHIA LN.  
KINGSBURG, California 93631

RECORDED AT REQUEST OF  
CHICAGO TITLE CO.  
TIME 9:44 AM FEE 31.41

MAY 20 1991

OFFICIAL RECORDS  
TULARE COUNTY, CALIFORNIA

361544-KW  
Title Order No. 415637- Escrow No. 415637 - DF

SURVEY MONUMENT \$10.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### GRANT DEED

The undersigned declares that the documentary transfer tax is \$132.00 and is  
 computed on the full value of the interest or property conveyed, or is  
 computed on the full value less the value liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in  
 unincorporated area  city of

FOR A VALUABLE CONSIDERATION receipt of which is hereby acknowledged,  
GEORGE E. WEBB, a married man as his sole and separate property

hereby GRANT(S) to  
MICHAEL J. SWEENEY and SANDRA E. SWEENEY, husband and wife, as Joint Tenants

28-011-X-27

the following described real property in the unincorporated area,  
County of Tulare, State of California:  
The South half of the South half of the West half of Lot 125 of Kingsburg Colony, in the County of Tulare, State of California, as per Map recorded in Book 5, Page 31 of Maps, Tulare County Records.

Dated February 15, 1991  
George E. Webb  
GEORGE E. WEBB

STATE OF CALIFORNIA  
COUNTY OF Fresno } SS.  
On this the 26th day of February 19 91, before me the undersigned a Notary Public in and for said county and State, personally appeared GEORGE E. WEBB

\_\_\_\_\_, personally known  
to me or proved to me on the basis of satisfactory evidence to be the  
person whose name is subscribed to the within instrument  
and acknowledged that he executed the same.  
Deanna E. Cook  
Signature of Notary

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL  
DEANNA E. COOK  
NOTARY PUBLIC-CALIFORNIA  
PRINCIPAL OFFICE IN  
FRESNO COUNTY  
My Commission Expires Feb. 5, 1993

Assessor's Parcel No. 28-110-275

**EXHIBIT "B"**  
**ESTIMATED CONNECTION COSTS**

1. City of Kingsburg Water Facilities Connection Impact Fee (\$1091.00)
2. City of Kingsburg Encroachment Permit Fee (\$25.00 + 3% of valuation of project cost occurring in the City Right of Way), will require estimate from Licensed Plumbing Contractor
3. Nonrefundable deposit of \$500.00 to cover the cost of City of Kingsburg Staff Research and Document Preparation @\$95.00/hour. If the nonrefundable deposit amount exceeds the amount needed to pay the cost of City of Kingsburg Staff Research/Document Preparation, the balance remaining to be credited to the City Water Facilities Connection Impact fee.
4. Licensed Plumbing Contractor required to hot tap, trench, install one inch service and set meter at Owners's cost.
5. Licensed Plumbing Contractor to install a reduced pressure backflow assembly at Owner's cost.
6. Licensed and certified Contractor to cap and abandon all wells located on Owner's Property used for domestic water purposes, at Owner's cost.
7. Inspection/Supervision of hot tap, meter setting by City Staff, 72 hour notice required: Inspection/Supervision charge \$50.00/hour, estimated City inspection and supervision time:
  - 1 hour meter setting supervision (\$50.00)
  - 2 hours hot tap supervision (\$100.00)
8. LAFCo administrative fee (\$120.00), to be paid separately to Fresno County LAFCo

Costs to be paid by applicant to City upon Owner's execution of the Agreement:

\$1091.00 Water Facilities Connection Impact Fee  
\$500.00 City of Kingsburg Staff Research and Document Preparation  
\$150.00 City of Kingsburg Public Works Staff time-Supervision and Inspection  
\$120.00 LAFCo Administrative Fee, check made payable to Fresno County LAFCo.

- 1) Payment to City of Kingsburg at time of Owner's execution of the Agreement: \$1861.00**
- 2) Payment to City of Kingsburg on the date of Issuance of Encroachment Permit: \$25.00+ 3% of Valuation of project cost occurring in City Right of Way.**

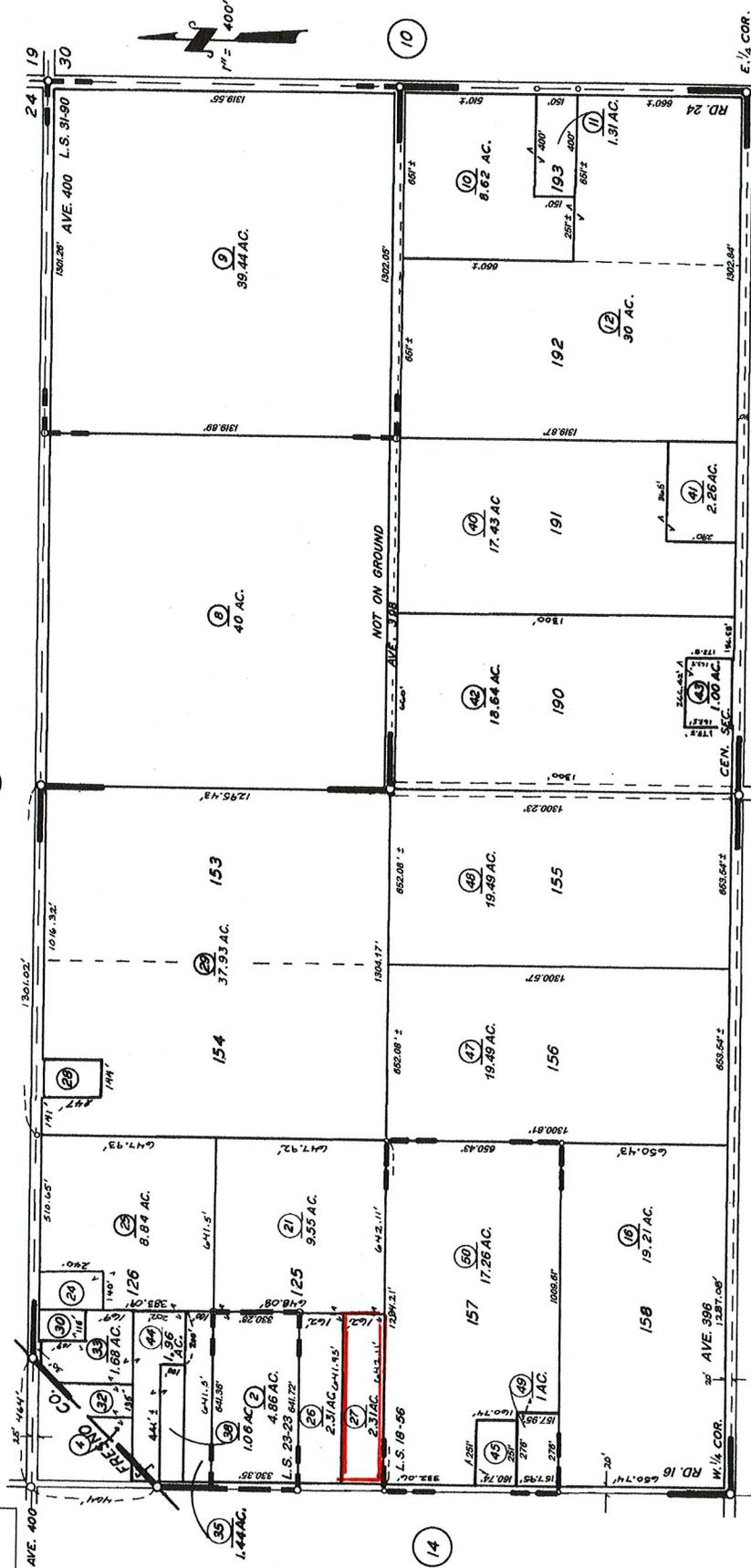
**DISCLAIMER**  
 THIS MAP WAS PREPARED FOR LOCAL  
 PROPERTY ASSESSMENT PURPOSES  
 AND IS NOT TO BE USED FOR ANY  
 OTHER PURPOSES. THE USER  
 MAY NOT COMPLY WITH STATE AND  
 LOCAL SUBDIVISION ORDINANCES. NO  
 WARRANTY IS MADE FOR THE USE  
 OF THIS INFORMATION FOR THE  
 R & T CODE SEC. 327, 408.3, ETC.

REVISED: 08/24/2015  
 REASON: FIX RD. 16  
 CAD TECH: ASG

N 1/2 SEC. 25, T.16S., R.22E., M. D. B. & M.

TAX CODE AREA  
 099-001  
 099-003

028-11



POR. KINGSBURG COLONY R.M. 5-31  
 RECORD OF SURVEY L.S. 18-56  
 RECORD OF SURVEY, L.S. 23-23  
 RECORD OF SURVEY, L.S. 31-90

VICINITY OF KINGSBURG  
 ASSESSOR'S MAPS BK. 28, PG. 11.  
 COUNTY OF TULARE, CALIF.

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

EXHIBIT "A"  
OWNER'S PROPERTY

Request for City Water Service  
Sweeney  
39802 Road 16  
APN 028-110-027

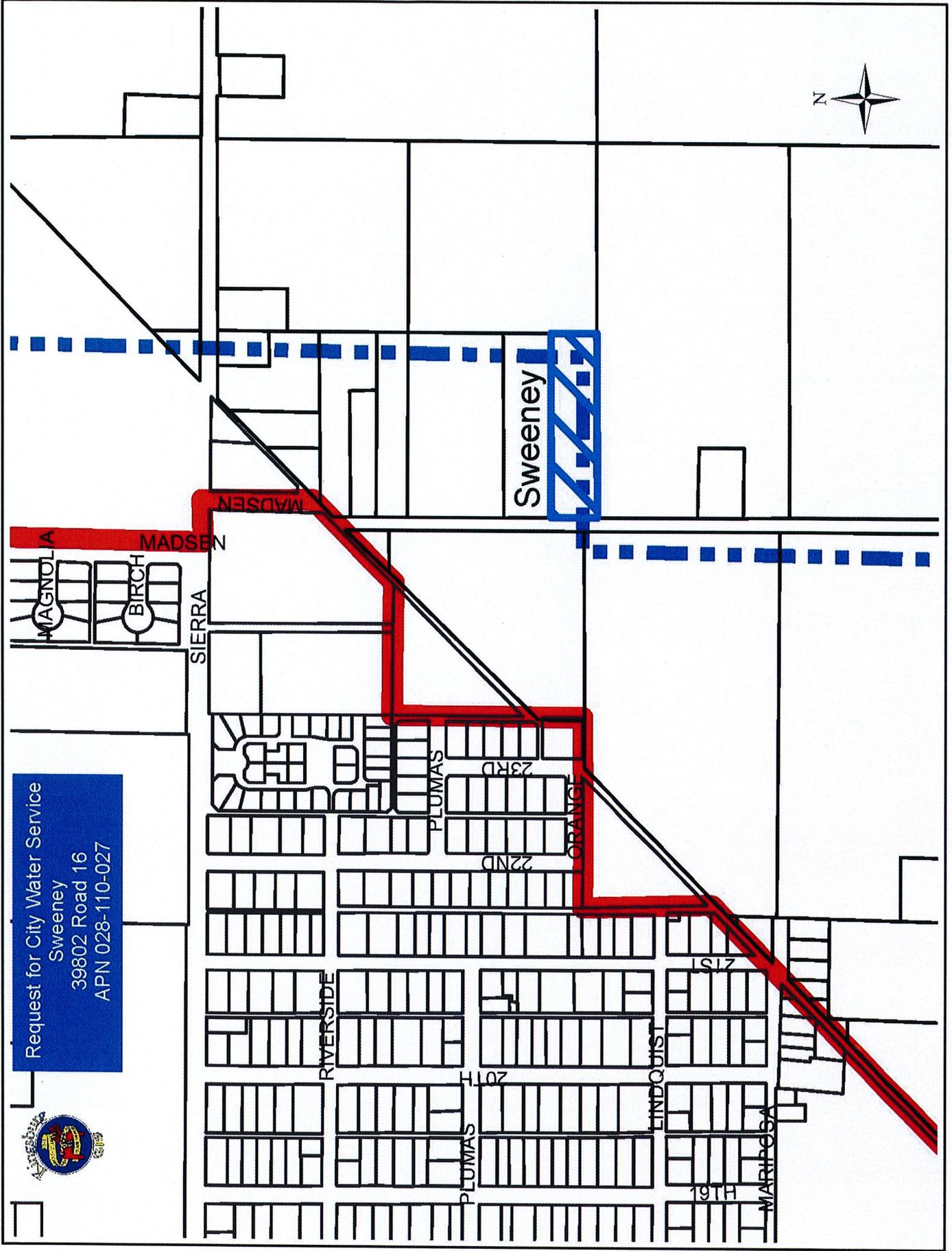


EXHIBIT "B"

LEGAL DESCRIPTION OF THE PROPERTY

①

30690

RECORDING REQUESTED BY CHICAGO TITLE COMPANY AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE INSTRUCTED, THE TAX STATEMENT TO:

NAME MICHAEL J. SWEENEY ADDRESS 2430 SOPHIA LN. KINGSBURG, California 93631

RECORDED BY REQUEST OF CHICAGO TITLE CO. TIME 2:24 P.M. FEE 37.14

MAY 20 1991

OFFICIAL RECORDS TULARE COUNTY, CALIFORNIA

SURVEY MONUMENT \$10.00

Title Order No. 415637- Escrow No. 415637 - DF

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned declares that the documentary transfer tax is \$132.00 and is computed on the full value of the interest or property conveyed, or is computed on the full value less the value liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in unincorporated area city of

FOR A VALUABLE CONSIDERATION receipt of which is hereby acknowledged, GEORGE E. WEBB, a married man as his sole and separate property

herby GRANT(S) to MICHAEL J. SWEENEY and SANDRA E. SWEENEY, husband and wife, as Joint Tenants

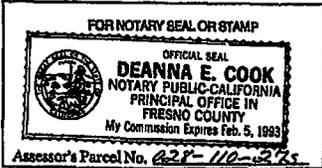
the following described real property in the unincorporated area, County of Tulare, State of California: The South half of the South half of the West half of Lot 125 of Kingsburg Colony, in the County of Tulare, State of California, as per Map recorded in Book 5, Page 31 of Maps, Tulare County Records.

Dated February 15, 1991 [Signature] GEORGE E. WEBB

STATE OF CALIFORNIA COUNTY OF FRESNO } ss. On this the 26th day of February 19 91, before me the undersigned a Notary Public in and for said county and State, personally appeared GEORGE E. WEBB

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

[Signature] Deanna E. Cook Signature of Notary



028-110-x-27



Meeting Date: 07/06/2016  
Agenda Item: V 5

## CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Blayney & City Council

REPORT FROM: Alex Henderson, City Manager

REVIEWED BY:

AGENDA ITEM: Building Permit/Project Status

ACTION REQUESTED:  Ordinance  Resolution  Motion  Receive/File

### EXECUTIVE SUMMARY

The City continues to see increases in interest for both commercial and non-commercial related development. Included in your packet is a summary of the 2015/16 year-to-date building permit data, as compared to the same time period in 2014/15.

In addition, there are a number of development projects currently underway that have garnered questions from the general public. Included is a summary report that includes known information, status updates and other information about the individual projects. This list includes projects that are able to be publically discussed.

### RECOMMENDED ACTION BY CITY COUNCIL

1. *Informational only.*

### POLICY ALTERNATIVE(S)

1. N/A

### REASON FOR RECOMMENDATION/KEY METRIC

1. The City monitors building permit data and continues with efforts to improve the overall economic development as part of our smart growth strategy.

### FINANCIAL INFORMATION

#### FISCAL IMPACT:

- |                              |     |
|------------------------------|-----|
| 1. Is There A Fiscal Impact? | Yes |
| 2. Is it Currently Budgeted? | N/A |
| 3. If Budgeted, Which Line?  | N/A |

### PRIOR ACTION/REVIEW

The City Council is provided updates periodically with regards to the building permit data. Tracking of this information allows for the necessary budgeting of revenues and expenses related to the department.

## **BACKGROUND INFORMATION**

See Executive Summary.

## **ATTACHED INFORMATION**

1. Building Permit Information
2. Current Projects' Status



| Nov-15                               |               |                  |                  | Total to date |               |                  |       | 14-Nov       |                 |       |               | Total to date    |       |       |       | % of Change                       |               |
|--------------------------------------|---------------|------------------|------------------|---------------|---------------|------------------|-------|--------------|-----------------|-------|---------------|------------------|-------|-------|-------|-----------------------------------|---------------|
| Qty                                  | Permit Fee    | Value            | Value            | Qty           | Units         | Value            | Value | Qty          | Units           | Value | Value         | Qty              | Units | Value | Value | Month to Month                    | Total to Date |
| 8                                    | \$ 864.40     | \$ 29,300.00     | \$ 324,554.24    | 227           | \$ 5,222.22   | \$ 324,554.24    | 0     | \$ -         | \$ -            | 11    | \$ 920.30     | \$ 71,113.96     |       |       |       |                                   |               |
| 16                                   | \$ 3,087.95   | \$ 405,913.10    | \$ 1,261,613.10  | 28            | \$ 9,799.28   | \$ 1,261,613.10  | 2     | \$ 395.23    | \$ 32,500.00    | 41    | \$ 8,186.98   | \$ 1,167,945.57  |       |       |       |                                   |               |
| 7                                    | \$ 3,917.28   | \$ 63,307.57     | \$ 204,958.84    | 25            | \$ 10,944.27  | \$ 204,958.84    | 0     | \$ 339.75    | \$ 17,430.80    | 13    | \$ 2,301.39   | \$ 128,147.96    |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ 93,000.00     | 2             | \$ 1,254.00   | \$ 93,000.00     | 0     | \$ -         | \$ -            | 3     | \$ 1,235.53   | \$ 96,700.00     |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ 1,138,316.00  | 6             | \$ 78,140.90  | \$ 1,138,316.00  | 0     | \$ -         | \$ -            | 6     | \$ 88,738.78  | \$ 1,775,059.30  |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ -             | 0             | \$ -          | \$ -             | 0     | \$ -         | \$ -            | 0     | \$ -          | \$ -             |       |       |       |                                   |               |
| 126                                  | \$ 31,921.74  | \$ 509,308.78    | \$ 3,229,117.96  | 594           | \$ 86,139.72  | \$ 3,229,117.96  | 108   | \$ 5,949.00  | \$ 60,300.00    | 177   | \$ 23,869.92  | \$ 18,825,424.00 |       |       |       |                                   |               |
| 157                                  | \$ 39,791.37  | \$ 572,616.35    | \$ 5,816,347.04  | 745           | \$ 191,500.39 | \$ 5,816,347.04  | 112   | \$ 6,683.98  | \$ 110,230.80   | 251   | \$ 125,252.90 | \$ 22,064,390.79 |       |       |       |                                   |               |
| December 2015                        |               |                  |                  | Total to date |               |                  |       | 14-Dec       |                 |       |               | Total to date    |       |       |       | 595% Value Fee 153% Value 26%     |               |
| 8                                    | \$ 1,043.66   | \$ 34,646.00     | \$ 359,200.24    | 235           | \$ 6,265.88   | \$ 359,200.24    | 4     | \$ 318       | \$ 33,176       | 15    | \$ 1,238.30   | \$ 104,289.96    |       |       |       |                                   |               |
| 10                                   | \$ 2,445.36   | \$ 248,860.00    | \$ 1,510,473.10  | 38            | \$ 12,244.64  | \$ 1,510,473.10  | 6     | \$ 128.98    | \$ 195,030      | 47    | \$ 9,445.96   | \$ 1,362,975.57  |       |       |       |                                   |               |
| 9                                    | \$ 3,723.74   | \$ 76,913.37     | \$ 281,872.21    | 34            | \$ 14,668.01  | \$ 281,872.21    | 1     | \$ 197.65    | \$ 108.00       | 14    | \$ 2,499.04   | \$ 138,947.96    |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ 93,000.00     | 2             | \$ 1,254.00   | \$ 93,000.00     | 0     | \$ 0         | \$ 0            | 3     | \$ 1,235.53   | \$ 96,700.00     |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ 1,138,316.00  | 6             | \$ 78,140.90  | \$ 1,138,316.00  | 8     | \$ 63708.72  | \$ 2004277.26   | 14    | \$ 152,447.50 | \$ 3,779,336.56  |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ -             | 0             | \$ -          | \$ -             | 0     | \$ 0         | \$ 0            | 0     | \$ -          | \$ -             |       |       |       |                                   |               |
| 198                                  | \$ 81,994.68  | \$ 1,917,264.43  | \$ 5,146,382.39  | 792           | \$ 168,134.40 | \$ 5,146,382.39  | 54    | \$ 44364.24  | \$ 2134463.4    | 231   | \$ 68,234.16  | \$ 20,959,887.40 |       |       |       |                                   |               |
| 225                                  | \$ 89,207.44  | \$ 1,994,177.80  | \$ 7,810,524.84  | 970           | \$ 280,707.83 | \$ 7,810,524.84  | 73    | \$ 109847.59 | \$ 4377746.66   | 324   | \$ 235,100.49 | \$ 26,442,137.45 |       |       |       |                                   |               |
| Jan-16                               |               |                  |                  | Total to date |               |                  |       | 15-Jan       |                 |       |               | Total to date    |       |       |       | 81% Value Fee 46% 119% Value 30%  |               |
| 8                                    | \$ 928.96     | \$ 36,500.00     | \$ 395,700.24    | 243           | \$ 7,194.84   | \$ 395,700.24    | 2     | \$ 174.05    | \$ 19,200.00    | 17    | \$ 1,412.35   | \$ 123,489.96    |       |       |       |                                   |               |
| 5                                    | \$ 1,199.84   | \$ 79,500.00     | \$ 1,589,973.10  | 43            | \$ 13,444.48  | \$ 1,589,973.10  | 6     | \$ 1,205.99  | \$ 149,458.23   | 53    | \$ 10,651.95  | \$ 1,512,433.80  |       |       |       |                                   |               |
| 3                                    | \$ 990.78     | \$ 18,578.53     | \$ 300,450.74    | 37            | \$ 15,658.79  | \$ 300,450.74    | 3     | \$ 478.82    | \$ 24,220.00    | 17    | \$ 2,977.86   | \$ 163,167.96    |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ 93,000.00     | 2             | \$ 1,254.00   | \$ 93,000.00     | 1     | \$ 542.57    | \$ 32,000.00    | 4     | \$ 1,778.10   | \$ 128,700.00    |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ 1,138,316.00  | 6             | \$ 78,140.90  | \$ 1,138,316.00  | 0     | \$ -         | \$ -            | 14    | \$ 152,447.50 | \$ 3,779,336.56  |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ -             | 0             | \$ -          | \$ -             | 2     | \$ 69,012.64 | \$ 875,353.00   | 2     | \$ 69,012.64  | \$ 875,353.00    |       |       |       |                                   |               |
| 108                                  | \$ 63,890.82  | \$ 1,844,100.00  | \$ 6,990,482.39  | 900           | \$ 232,025.22 | \$ 6,990,482.39  | 7     | \$ 1,272.94  | \$ 95,300.00    | 238   | \$ 69,507.10  | \$ 21,055,187.40 |       |       |       |                                   |               |
| 124                                  | \$ 67,010.40  | \$ 1,978,678.53  | \$ 9,789,203.37  | 1094          | \$ 347,718.23 | \$ 9,789,203.37  | 21    | \$ 72,687.01 | \$ 1,195,531.23 | 345   | \$ 307,787.50 | \$ 27,637,668.68 |       |       |       |                                   |               |
| Feb-16                               |               |                  |                  | Total to date |               |                  |       | 15-Feb       |                 |       |               | Total to date    |       |       |       | 92% Value Fee 166% 113% Value 35% |               |
| 4                                    | \$ 881.30     | \$ 4,900.00      | \$ 400,600.24    | 247           | \$ 8,076.14   | \$ 400,600.24    | 4     | \$ 611.85    | \$ 15,950.00    | 21    | \$ 2,024.20   | \$ 139,439.96    |       |       |       |                                   |               |
| 5                                    | \$ 1,449.39   | \$ 64,500.00     | \$ 1,654,473.10  | 48            | \$ 14,893.87  | \$ 1,654,473.10  | 6     | \$ 1,162.45  | \$ 125,166.00   | 59    | \$ 11,814.40  | \$ 1,637,599.80  |       |       |       |                                   |               |
| 3                                    | \$ 1,247.20   | \$ 25,450.00     | \$ 325,900.74    | 40            | \$ 16,905.99  | \$ 325,900.74    | 7     | \$ 1,056.79  | \$ 65,096.22    | 24    | \$ 4,034.65   | \$ 228,264.18    |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ 93,000.00     | 2             | \$ 1,254.00   | \$ 93,000.00     | 1     | \$ 595.56    | \$ 64,000.00    | 5     | \$ 2,373.66   | \$ 192,700.00    |       |       |       |                                   |               |
| 0                                    | \$ -          | \$ -             | \$ 1,138,316.00  | 6             | \$ 78,140.90  | \$ 1,138,316.00  | 0     | \$ -         | \$ -            | 14    | \$ 152,447.50 | \$ 3,779,336.56  |       |       |       |                                   |               |
| 1                                    | \$ 412,033.43 | \$ 17,009,002.38 | \$ 17,009,002.38 | 1             | \$ 412,033.43 | \$ 17,009,002.38 | 4     | \$ 1,551.62  | \$ 63,362.42    | 6     | \$ 70,564.26  | \$ 938,715.42    |       |       |       |                                   |               |
| 198                                  | \$ 23,346.36  | \$ 915,246.00    | \$ 7,905,728.39  | 1098          | \$ 255,371.58 | \$ 7,905,728.39  | 10    | \$ 6,860.27  | \$ 522,441.66   | 248   | \$ 76,367.37  | \$ 21,577,629.06 |       |       |       |                                   |               |
| 211                                  | \$ 438,957.68 | \$ 18,019,098.38 | \$ 27,808,301.75 | 1305          | \$ 786,675.91 | \$ 27,808,301.75 | 32    | \$ 11,838.54 | \$ 856,016.30   | 377   | \$ 319,626.04 | \$ 28,493,684.98 |       |       |       |                                   |               |
| Fee                                  |               |                  |                  |               |               |                  |       |              |                 |       |               |                  |       |       |       |                                   |               |
| 3708% Value 2105% Fee 246% Value 98% |               |                  |                  |               |               |                  |       |              |                 |       |               |                  |       |       |       |                                   |               |

| Mar-16 |               |                 |       | Total to date   |                  |       |              | 15-Mar          |            |               |                  | Total to date |               |                  |       | % of Change    |               |
|--------|---------------|-----------------|-------|-----------------|------------------|-------|--------------|-----------------|------------|---------------|------------------|---------------|---------------|------------------|-------|----------------|---------------|
| Qty    | Permit Fee    | Value           | Units | Qty             | Permit Fee       | Value | Units        | Qty             | Permit Fee | Value         | Units            | Qty           | Permit Fee    | Value            | Units | Month to Month | Total to Date |
| 4      | \$ 338.60     | \$ 18,400.00    | 251   | \$ 8,414.74     | \$ 419,000.24    | 4     | \$ 318.08    | \$ 27,574.00    | 25         | \$ 2,342.28   | \$ 167,013.96    | 25            | \$ 2,342.28   | \$ 167,013.96    | 25    | 246%           | 112%          |
| 5      | \$ 1,164.49   | \$ 115,293.00   | 53    | \$ 16,058.36    | \$ 1,769,766.10  | 12    | \$ 2,563.61  | \$ 285,987.06   | 71         | \$ 14,378.01  | \$ 1,923,586.86  | 71            | \$ 14,378.01  | \$ 1,923,586.86  | 71    | 246%           | 112%          |
| 0      | \$ -          | \$ -            | 40    | \$ 16,905.99    | \$ 325,900.74    | 1     | \$ 155.29    | \$ 8,000.00     | 25         | \$ 4,189.94   | \$ 236,264.18    | 25            | \$ 4,189.94   | \$ 236,264.18    | 25    | 246%           | 112%          |
| 0      | \$ -          | \$ -            | 2     | \$ 1,254.00     | \$ 93,000.00     | 0     | \$ -         | \$ -            | 5          | \$ 2,373.66   | \$ 192,700.00    | 5             | \$ 2,373.66   | \$ 192,700.00    | 5     | 246%           | 112%          |
| 8      | \$ 110,753.52 | \$ 2,920,767.78 | 14    | \$ 188,894.42   | \$ 4,059,083.78  | 3     | \$ 40,236.04 | \$ 758,988.59   | 17         | \$ 192,683.54 | \$ 4,538,325.15  | 17            | \$ 192,683.54 | \$ 4,538,325.15  | 17    | 246%           | 112%          |
| 0      | \$ -          | \$ -            | 1     | \$ 412,033.43   | \$ 17,009,002.38 | 7     | \$ 51,380.34 | \$ 2,515,903.00 | 13         | \$ 121,944.60 | \$ 3,454,618.42  | 13            | \$ 121,944.60 | \$ 3,454,618.42  | 13    | 246%           | 112%          |
| 216    | \$ 125,476.92 | \$ 5,172,523.12 | 1314  | \$ 380,848.50   | \$ 13,078,251.51 | 8     | \$ 1,867.04  | \$ 43,824.24    | 256        | \$ 78,234.41  | \$ 21,621,453.30 | 256           | \$ 78,234.41  | \$ 21,621,453.30 | 256   | 246%           | 112%          |
| 233    | \$ 237,733.53 | \$ 8,226,983.90 | 1538  | \$ 1,024,409.44 | \$ 36,035,285.65 | 35    | \$ 96,520.40 | \$ 3,640,276.89 | 412        | \$ 416,146.44 | \$ 32,133,961.87 | 412           | \$ 416,146.44 | \$ 32,133,961.87 | 412   | 246%           | 112%          |
| Apr-16 |               |                 |       | Total to date   |                  |       |              | 15-Apr          |            |               |                  | Total to date |               |                  |       |                |               |
| Qty    | Permit Fee    | Value           | Units | Qty             | Permit Fee       | Value | Units        | Qty             | Permit Fee | Value         | Units            | Qty           | Permit Fee    | Value            | Units |                |               |
| 6      | \$ 898.94     | \$ 279,678.00   | 257   | \$ 9,313.68     | \$ 698,678.24    | 5     | \$ 397.60    | \$ 39,522.00    | 30         | \$ 2,739.88   | \$ 206,535.96    | 30            | \$ 2,739.88   | \$ 206,535.96    | 30    | 545%           | 268%          |
| 7      | \$ 1,667.86   | \$ 75,580.00    | 60    | \$ 17,726.22    | \$ 1,845,346.10  | 9     | \$ 2,023.34  | \$ 264,160.00   | 80         | \$ 16,401.35  | \$ 2,187,746.86  | 80            | \$ 16,401.35  | \$ 2,187,746.86  | 80    | 545%           | 268%          |
| 6      | \$ 3,410.52   | \$ 49,965.56    | 46    | \$ 20,316.51    | \$ 375,866.30    | 3     | \$ 451.74    | \$ 23,000.00    | 28         | \$ 4,641.68   | \$ 259,264.18    | 28            | \$ 4,641.68   | \$ 259,264.18    | 28    | 545%           | 268%          |
| 2      | \$ 1,650.49   | \$ 64,892.00    | 4     | \$ 2,904.49     | \$ 157,892.00    | 0     | \$ -         | \$ -            | 5          | \$ 2,373.66   | \$ 192,700.00    | 5             | \$ 2,373.66   | \$ 192,700.00    | 5     | 545%           | 268%          |
| 6      | \$ 73,312.80  | \$ 1,436,515.41 | 20    | \$ 262,207.22   | \$ 5,495,599.19  | 1     | \$ 13,936.47 | \$ 242,906.66   | 18         | \$ 206,620.01 | \$ 4,781,231.81  | 18            | \$ 206,620.01 | \$ 4,781,231.81  | 18    | 545%           | 268%          |
| 0      | \$ -          | \$ -            | 1     | \$ 412,033.43   | \$ 17,009,002.38 | 7     | \$ 5,680.84  | \$ 166,461.00   | 20         | \$ 127,625.44 | \$ 3,621,079.42  | 20            | \$ 127,625.44 | \$ 3,621,079.42  | 20    | 545%           | 268%          |
| 216    | \$ 101,838.60 | \$ 2,228,325.10 | 1530  | \$ 482,687.10   | \$ 15,306,576.61 | 11    | \$ 11,025.84 | \$ 77,500.00    | 267        | \$ 89,260.25  | \$ 21,698,953.30 | 267           | \$ 89,260.25  | \$ 21,698,953.30 | 267   | 545%           | 268%          |
| 243    | \$ 182,779.21 | \$ 4,134,956.07 | 1781  | \$ 1,207,188.65 | \$ 40,170,241.72 | 36    | \$ 33,515.83 | \$ 813,549.66   | 448        | \$ 449,662.27 | \$ 32,947,511.53 | 448           | \$ 449,662.27 | \$ 32,947,511.53 | 448   | 545%           | 268%          |
| May-16 |               |                 |       | Total to date   |                  |       |              | 15-May          |            |               |                  | Total to date |               |                  |       |                |               |
| Qty    | Permit Fee    | Value           | Units | Qty             | Permit Fee       | Value | Units        | Qty             | Permit Fee | Value         | Units            | Qty           | Permit Fee    | Value            | Units |                |               |
| 12     | \$ 2,181.10   | \$ 54,000.00    | 269   | \$ 11,494.78    | \$ 752,678.24    | 6     | \$ 504.12    | \$ 49,946.00    | 36         | \$ 3,244.00   | \$ 256,481.96    | 36            | \$ 3,244.00   | \$ 256,481.96    | 36    | 545%           | 268%          |
| 28     | \$ 6,540.81   | \$ 559,784.00   | 88    | \$ 24,267.03    | \$ 2,405,130.10  | 14    | \$ 3,558.89  | \$ 399,239.00   | 94         | \$ 19,960.24  | \$ 2,586,985.86  | 94            | \$ 19,960.24  | \$ 2,586,985.86  | 94    | 545%           | 268%          |
| 4      | \$ 1,555.96   | \$ 27,375.07    | 50    | \$ 21,872.47    | \$ 403,241.37    | 4     | \$ 2,304.88  | \$ 21,200.00    | 32         | \$ 6,946.56   | \$ 280,464.18    | 32            | \$ 6,946.56   | \$ 280,464.18    | 32    | 545%           | 268%          |
| 3      | \$ 2,624.31   | \$ 101,765.00   | 7     | \$ 5,528.80     | \$ 259,657.00    | 1     | \$ 449.85    | \$ 24,500.00    | 6          | \$ 2,823.51   | \$ 217,200.00    | 6             | \$ 2,823.51   | \$ 217,200.00    | 6     | 545%           | 268%          |
| 0      | \$ -          | \$ -            | 20    | \$ 262,207.22   | \$ 5,495,599.19  | 0     | \$ -         | \$ -            | 18         | \$ 206,620.01 | \$ 4,781,231.81  | 18            | \$ 206,620.01 | \$ 4,781,231.81  | 18    | 545%           | 268%          |
| 0      | \$ -          | \$ -            | 1     | \$ 412,033.43   | \$ 17,009,002.38 | 3     | \$ 2,807.80  | \$ 2,807.80     | 23         | \$ 130,433.24 | \$ 3,623,887.22  | 23            | \$ 130,433.24 | \$ 3,623,887.22  | 23    | 545%           | 268%          |
| 144    | \$ 62,276.94  | \$ 2,766,600.00 | 1674  | \$ 544,964.04   | \$ 18,073,176.61 | 6     | \$ 1,404.21  | \$ 1,404.21     | 273        | \$ 90,664.46  | \$ 21,700,357.51 | 273           | \$ 90,664.46  | \$ 21,700,357.51 | 273   | 545%           | 268%          |
| 148    | \$ 75,179.12  | \$ 2,820,600.00 | 1929  | \$ 1,282,367.77 | \$ 42,990,841.72 | 34    | \$ 11,029.75 | \$ 499,097.01   | 482        | \$ 460,692.02 | \$ 33,446,608.54 | 482           | \$ 460,692.02 | \$ 33,446,608.54 | 482   | 545%           | 268%          |
| Jun-16 |               |                 |       | Total to date   |                  |       |              | 15-Jun          |            |               |                  | Total to date |               |                  |       |                |               |
| Qty    | Permit Fee    | Value           | Units | Qty             | Permit Fee       | Value | Units        | Qty             | Permit Fee | Value         | Units            | Qty           | Permit Fee    | Value            | Units |                |               |
| 8      | \$ 792.42     | \$ 60,642.24    | 277   | \$ 12,287.20    | \$ 813,320.48    | 14    | \$ 1,241.28  | \$ 53,280.00    | 50         | \$ 4,485.28   | \$ 309,761.96    | 50            | \$ 4,485.28   | \$ 309,761.96    | 50    | 83%            | 265%          |
| 6      | \$ 686.40     | \$ 108,900.00   | 94    | \$ 24,953.43    | \$ 2,514,030.10  | 30    | \$ 2,634.01  | \$ 784,701.00   | 124        | \$ 22,594.25  | \$ 3,371,686.86  | 124           | \$ 22,594.25  | \$ 3,371,686.86  | 124   | 83%            | 265%          |
| 5      | \$ 1,664.99   | \$ 36,723.37    | 55    | \$ 23,537.46    | \$ 439,964.74    | 8     | \$ 4,798.34  | \$ 46,952.97    | 40         | \$ 11,744.90  | \$ 327,417.15    | 40            | \$ 11,744.90  | \$ 327,417.15    | 40    | 83%            | 265%          |
| 1      | \$ 626.66     | \$ 40,000.00    | 8     | \$ 6,155.46     | \$ 299,657.00    | 2     | \$ 437.21    | \$ 88,000.00    | 8          | \$ 3,260.72   | \$ 305,200.00    | 8             | \$ 3,260.72   | \$ 305,200.00    | 8     | 83%            | 265%          |
| 0      | \$ -          | \$ -            | 20    | \$ 262,207.22   | \$ 5,495,599.19  | 2     | \$ -         | \$ -            | 20         | \$ 206,620.01 | \$ 4,781,231.81  | 20            | \$ 206,620.01 | \$ 4,781,231.81  | 20    | 83%            | 265%          |
| 0      | \$ -          | \$ -            | 1     | \$ 412,033.43   | \$ 17,009,002.38 | 0     | \$ -         | \$ -            | 23         | \$ 130,433.24 | \$ 3,693,085.62  | 23            | \$ 130,433.24 | \$ 3,693,085.62  | 23    | 83%            | 265%          |
| 180    | \$ 23,687.10  | \$ 859,036.14   | 1854  | \$ 568,651.14   | \$ 18,992,212.75 | 7     | \$ 23,807.52 | \$ 75,100.00    | 280        | \$ 114,471.98 | \$ 21,775,457.51 | 280           | \$ 114,471.98 | \$ 21,775,457.51 | 280   | 83%            | 265%          |
| 200    | \$ 27,457.57  | \$ 1,105,301.75 | 2129  | \$ 1,309,825.34 | \$ 44,096,143.47 | 63    | \$ 32,918.36 | \$ 1,117,232.37 | 545        | \$ 493,610.38 | \$ 34,563,840.91 | 545           | \$ 493,610.38 | \$ 34,563,840.91 | 545   | 83%            | 265%          |

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# Project Tracker

| Project                           | Location              | Status  | Project Description                            | Project Notes                               |
|-----------------------------------|-----------------------|---|--|---|
| Amparan Flooring                  | 1469 Simpson          | At-risk grading plans have been issued.                                   | Carpet Warehouse & Showroom                    | In-fill project; 1,332 sq. ft.              |
| Uptown Sprouts                    | 1467 Marion St        | First submittal of building plans currently under review                  | Youth Organization                             | Former Kingsburg Recorder building          |
| Alves Project                     | 13281 Golden State    | Building permits issued, inspections underway.                            | Warehouse                                      | 210,041 sq. ft.                             |
| Lennar                            | Category 2            | Infrastructure improvements underway. No building permits issued to date. | 34 Single Family lot subdivision               | In-fill annexation                          |
| Gong - 2 Tri-plex apartments      | 1360 & 1370 Marion St | Site Plan Review  | 6 units on 2 lots                              | One lot will include demo                   |
| Ken Lee                           | 1235 Cardinal         | Project approved, permits not yet applied for                             | 12 unit apartment complex                      |   |
| Boman                             | 1200 Marion           | Project approved, permits not yet applied for                             | 4 unit apartment                               |   |
| Stacked Burger                    | 1702 Draper           | Project nearly complete - soft opening set for July 1                     | Restaurant/bar                                 |   |
| Villines                          | 1530 Marion           | Project part of P3 program. Two buildings currently under renovation.     | Façade improvement/ building renovation        | P3 Participant on two buildings             |
| Old Swedish Mill                  | 501 Sierra Ct         | Property currently undergoing cleanup/demo. No permits applied for yet    | Expected Restaurant remodel                    |   |
| Dried Fruit Association: WestStar | Business Park         | Project confirmed, Site Plan Review currently underway                    | Dried Fruit Association Relocation from Fresno | 25+ full time jobs; 20,000 sq. ft. building |
| Chelsea Project                   | Sierra/Madsen         | Applicant applying for tax credits  | Affordable Senior Housing                      | Development Agreement                       |
| Hi Life                           | 1671 Simpson          | Site Plan Review July 5, minor permits applied for                        | Remodel Existing restaurant                    |   |
| Kings Crossing                    | Academy/Kamm          | 11 lots sold  | 46 Single Family Homes - PUD                   | Looking to begin second phase               |
| Deff Delicious                    | Marion Villias        | Lease signed, no plans submitted  | Restaurant location                            | To begin after Stacked is complete          |
| Grace Church                      | 1101 Marion           | Plans are of InterWest for Plan Check                                     | New Construction                               | Project approved                            |