



Tuesday, September 27, 2022 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

District 1	District 2	District 3	District 4	District 5
Rachel Nerio-Guerrero Council Member	Maribel Reynosa Vice Mayor	Armando Longoria Council Member	Kuldip Thusu Council Member	Linda Launer Mayor

All attendees are advised that electronic devices should be placed on silent upon entering the Council Chambers.

The City Council will take action on all items listed on the agenda.

1. OPENING CEREMONIES

- 1.1. Welcome and Call to Order
- 1.2. Invocation
- 1.3. Pledge of Allegiance

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

3. REQUEST TO ADDRESS COUNCIL

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4. CONSENT CALENDAR

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

4.1. SUBJECT

Resolution No. 2022-55 Approving a Budget Amendment and to Accept a Grant Award from Alta Healthcare District for the Purchase of a Medical Oxygen Generator System (JORW)

RECOMMENDATION

Council to adopt Resolution No. 2022-55 taking the following actions by one

motion:

1. Accepting of a grant award from the Alta Healthcare District in the amount of \$115,000 for the purchase of a new medical oxygen generator; and,
2. Approving Budget Amendment No. 2023-1 including the funds in the FY 2022-23 budget; and,
3. Authorize staff to order the new Medical Oxygen Generator System; and,
4. Authorize the Fire Chief or designee to sign any related documents.

4.2. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of September 13, 2022 as presented.

4.3. SUBJECT

Resolution No. 2022-56 Approving Financial Assistance to the Tulare County Regional Transit Agency (IH)

RECOMMENDATION

Council adopt Resolution No. 2022-56 approving a short-term loan to the Tulare County Regional Transit Agency (TRCTA) in the amount of \$350,000, amending the FY 2022/23 annual budget to fund the TCRTA loan, and authorize the City Manager or his designee to execute a Cash Advance and Repayment Agreement with TCRTA.

4.4. SUBJECT

Proclamation No. 2022-04 Palm United Methodist Church 100th Anniversary (DJ)

RECOMMENDATION

Council to adopt Proclamation No. 2022-04 honoring the 100 year anniversary of Dinuba Palm United Methodist Church.

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register September 16 & 23, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

6. PUBLIC HEARING

6.1. SUBJECT

Ordinance No. 2022-10 Amendments to Floodplain Management Ordinance (DY)

RECOMMENDATION

Council to receive staff report, open and close a public hearing, and take the following action by one motion:

1. Introduce Ordinance No. 2022-10 by title "An Ordinance of the City Council of the City Of Dinuba Amending and Reorganizing Title 13 Section 76 through 96 of the Dinuba Municipal Code Pertaining to Floodplain Management Regulations"; Waive further reading of Ordinance 2022-10 and approve draft Ordinance 2022-10 either as drafted, or subject to any revisions agreed to by City Council; and
2. Schedule second reading and adoption of Ordinance No. 2022-10 for October 11, 2022, inclusive of any revisions adopted by City Council.

7. DEPARTMENT REPORTS

7.1. SUBJECT

Resolution No. 2022-50 Authorizing the Investment of Reserve Funds in the Tulare County Treasury Pool (KS)

RECOMMENDATION

Council authorize the investment of excess funds into the Tulare County Treasury Pool.

8. MAYOR/COUNCIL REPORTS

9. CITY MANAGER COMMUNICATIONS

10. CITY STAFF COMMUNICATIONS

11. CLOSED SESSION

11.1. Liability Claim (MA)

Pursuant to Government Code Section 54956.95; Claimant(s) Ramon Longoria.
Agency Claimed Against: City of Dinuba.

12. ADJOURNMENT

This agenda was posted at least 72 hours prior to the regular meeting per GC Section 54954.2(a). A Citizens' Packet regarding this meeting is available at the City Clerk's Office located at City Hall, 405 East El Monte Way, Dinuba CA 93618.

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the meeting, please contact the City Clerk's Office at 559-591-5900. Please provide at least 48 hours notification prior to the meeting to allow staff to make reasonable arrangements. (28 CFR 35.102-35.104 ADA Title II)

559.591.5900 / FAX 559.591.5902 . e-mail address: info@dinuba.ca.gov. www.dinuba.org



City Council Staff Report

Department: FIRE SERVICES

September 27, 2022

To: Mayor and City Council

From: Jordan Webster, Fire Chief

Subject: Resolution No. 2022-55 Approving a Budget Amendment and to Accept a Grant Award from Alta Healthcare District for the Purchase of a Medical Oxygen Generator System (JORW)

RECOMMENDATION

Council to adopt Resolution No. 2022-55 taking the following actions by one motion:

1. Accepting of a grant award from the Alta Healthcare District in the amount of \$115,000 for the purchase of a new medical oxygen generator; and,
2. Approving Budget Amendment No. 2023-1 including the funds in the FY 2022-23 budget; and,
3. Authorize staff to order the new Medical Oxygen Generator System; and,
4. Authorize the Fire Chief or designee to sign any related documents.

EXECUTIVE SUMMARY

The City of Dinuba Fire Department submitted a grant application to the Alta Healthcare District for funding to purchase a new medical oxygen generating system. On September 15, 2021, The Alta Healthcare District Board of Directors unanimously voted to approve funding in the amount of \$115,000 for the purchase of a new medical oxygen generating system. The City Council is requested to accept the grant funds and amend the budget to reflect the revenue in the FY 2022/23 budget.

OUTSTANDING ISSUES

None.

DISCUSSION

The Alta Healthcare District is an entity that receives a small portion of property taxes

from properties located within the district boundaries. The funds are designated for the purpose of supporting healthcare needs for the population residing within the district. The Dinuba Fire Department provides emergency medical treatment and transport in the majority of the District's area.

Medical Oxygen is an essential medication used to treat patients facing a variety of injuries and illnesses in the pre-hospital setting. Medical providers must sustain an adequate cache of medical oxygen to meet demands of the public. The global pandemic highlighted the sensitivity of the supply chain for medical equipment and medications. Dinuba Currently generates medical grade oxygen with an existing system that has exceeded the anticipated service life. The replacement of the medical grade oxygen generator will ensure that Dinuba Fire will have adequate and sustainable supply of oxygen to treat patients facing medical emergencies.

Staff requests that the City Council adopt a resolution (Attachment 'A') approving a budget amendment (Exhibit 1) reflecting the revenue and expenditure for the purchase of the Medical Oxygen Generator System. Staff also requests that the Council accept the donation, authorize the Fire Chief to execute related documents for the ordering of the new Medical Oxygen Generator System.

FISCAL IMPACT

The acceptance of the \$115,000 donation from the Alta Health Care District will cover the full cost to purchase a new medical oxygen generating system for use by the Dinuba Fire Department.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2022-55 accepting donation from AHCD and approving Budget Amendment No. 2023-1

RESOLUTION 2022-55

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA
APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR THE PURCHASE OF A
NEW MEDICAL OXYGEN GENERATOR SYSTEM IN FISCAL YEAR 2022/2023**

WHEREAS, the FY 2022/2023 Annual Budget reflects the City of Dinuba's ongoing commitment to providing core services to the community consistent with the strategic goals established by the City Council; and

WHEREAS, the FY 2022/23 Annual Budget; was approved by the City Council on June 28, 2022 by Resolution 2022-44 and any subsequent amendments must be approved by Resolution; and

WHEREAS, a budget amendment is necessary for the grant award of \$115,000.00 from Alta Healthcare District for the purchase of a new Medical Oxygen generator system; and

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council hereby resolves that the FY 2022/2023 budget be amended to provide (Exhibit 1) to provide the increase line item amounts to reflect the revenue and expenditure for the purchase of the Medical Oxygen Generator System.

PASSED, APPROVED AND ADOPTED this 27 day of September 2022, at a regular meeting of the Dinuba City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

BY:

ATTEST:

Mayor of the City of Dinuba

City Clerk



REQUEST FOR BUDGET AMENDMENT

Fire Department			
Requested by: Michelle Pattillo		Budget Amounts	
Account Numbers:	Fund Name Description	Increase	Decrease
Revenues:			
322-425.1000	State Fire Suppression Reimb Fund – Donation	\$115,000	
Appropriations:			
322.60.601-730.1070	State Fire Suppression Reimb Fund – Machinery and Equipment	\$115,000	
Reason(s) for Budget Amendment: The reason for this amendment is to establish a FY 2022/2023 revenues and appropriations budget for the purchase of a new medical oxygen generator system. The new equipment funds are being donated by Alta Healthcare District. Department Manager _____ Date _____			
Approval Required Budget Amendment: Financial Services Manager _____ Date _____ Signature City Manager _____ Date _____ Signature City Council: ☐ Approved ☐ Denied Date _____ Attested by City Clerk _____ Date _____ Journal Entry # _____ Date Posted _____ By _____			



City Council Staff Report

Department: CITY CLERK

September 27, 2022

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of September 13, 2022 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, September 13, 2022



**City Council
and
Successor Agency to the Dinuba Redevelopment Agency
Joint Meeting Agenda**

September 13, 2022
MINUTES

COUNCIL MEMBERS PRESENT:

Nerio-Guerrero, Reynosa, Longoria, Thusu

COUNCIL MEMBERS ABSENT:

Launer

STAFF MEMBERS PRESENT:

Alaniz, Hernandez, Hurtado, Iriarte, James, Solis Watts, Webster, Yanez

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Vice Mayor Reynosa called the meeting to order at 6:30 p.m.

1.2. Invocation

The invocation was led by Chaplain Garcia.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Fire Chief Webster.

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

None.

3. PRESENTATIONS/CEREMONIAL MATTERS

3.1. Legislative Update from Townsend Public Affairs (LP)

Consultant Eric O'Donnell from Townsend Public Affairs presented the legislative update to Council.

4. REQUEST TO ADDRESS COUNCIL

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None.

5. NEW EMPLOYEES AND PROMOTIONS

5.1. Jose Aguayo, Sergeant (AI)

Interim Police Chief Iriarte presented Jose Aguayo, newly appointed Sergeant. Aguayo was raised in Dinuba and in 2016 he started his career with the City of Dinuba as a police officer. Aguayo was pinned by his spouse.

Council congratulated him and thanked him and his family for his service.

6. CONSENT CALENDAR

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

6.1. SUBJECT

Sponsorship for the 9th Annual CitiPAC Golf Tournament on October 28, 2022 (DJ)

RECOMMENDATION

Council approve bronze sponsorship in the amount of \$1,000 for the 9th Annual Golf Tournament on scheduled to be held on Friday, October 28, 2022, at Ridge Creek Golf Course.

6.2. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of August 9, 2022 as presented.

6.3. SUBJECT

Authorization to Purchase John Deere Backhoe Loader (IH)

RECOMMENDATION

Council authorize the Public Works Director to purchase a new John Deere 310L Backhoe Loader in the amount of \$135,605 from Pape Machinery.

6.4. SUBJECT

Proclamation No. 2022-03 Proclaiming September 2022 as Railroad Safety Month (IH)

RECOMMENDATION

Council to adopt Proclamation No. 2022-03 proclaiming September 2022 as Railroad Safety Month.

6.5. SUBJECT

Ordinance No. 2022-07 (Castlerock Homes Inc.) Second reading and Adoption (Ksch)

RECOMMENDATION

Council conduct the second reading, waive reading in full, and adopt Ordinance 2022-07 pertaining to a change of zoning on one 15.8-acre parcel located on the east side of Randle Avenue, the west side of the Road 92 alignment and south of El Monte Way.

6.6. SUBJECT

City Manager Employment Contract (DJ)

RECOMMENDATION

Council to approve a minor amendment to the City Manager's Employment Contract.

6.7. SUBJECT

Hollywood Productions Fall Car Show Event - October 15th, 2022 (SH)

RECOMMENDATION

Council approve the use of Rose Ann Vuich Park to Hollywood Productions for the "Fall Festival Car Show" on October 15th, and waive the park rental fee in the amount of \$420.

6.8. SUBJECT

Request for Donation Kiwanis Bilingual Club of Dinuba (MA)

RECOMMENDATION

Council to approve sponsorship in the amount of \$1,000 for the Kiwanis Bilingual Club Multi-Cultural event to be held on September 25, 2022.

6.9. SUBJECT

Authorization to Execute Indemnification Agreement with the Alta Irrigation District for closure of a Portion of Dinuba Town Ditch in connection with the Dinuba High School project. (JW)

RECOMMENDATION

Council to approve the Agreement with Alta Irrigation District (AID) to indemnify AID from potential losses and damages incurred by adjacent landowners in the event of a significant storm event or unexpected flood due to portions of the ditch being inoperable as part of the Dinuba High School project and authorize the City Manager or designee to execute the agreement, and any related documents.

A motion was made by Council Member Longoria, second by Council Member Thusu, to review and approve the Consent Calendar as presented.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu
Absent: Launer

7. WARRANT REGISTER

7.1. SUBJECT

Warrant Register August 12, 19, 26 & September 2 & 9, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Thusu, second by Council Member Longoria, to review and approve the Warrant Register as presented.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu
Absent: Launer

8. PUBLIC HEARING

8.1. SUBJECT

Public hearing for annexation, General Plan Amendment, rezoning, tentative subdivision map and environmental finding for four lots on the west side of Englehart Avenue and the north side of the Saginaw Avenue alignment, including Resolution No. 2022-51 (adopting a Mitigated Negative Declaration), Resolution No. 2022-52 (Initiating the Annexation of the four lots (containing 38.8±acres)), Resolution No. 2022-53 (approving a General Plan Amendment for a portion of the site), Ordinance No. 2022-11 (rezoning the parcels), and Resolution No. 2022-54 (approving a 102 lot single-family residential subdivision and 4.5-acre neighborhood park/temporary stormwater basin on one of the lots). (Ksch)

RECOMMENDATION

City Council to conduct a public hearing and take the following actions by one motion:

1. Adopt Resolution No. 2022-51 (Attachment "A") approving adoption of a Mitigated Negative Declaration as the environmental finding for the project.
2. Adopt Resolution No. 2022-52 (Attachment "B") initiating the annexation (reorganization) of four parcels containing approximately 38.8± acres.
3. Adopt Resolution No. 2022-53 (Attachment "C") approving a General Plan Amendment for a portion of the site.
4. Introduce and conduct the first reading, waive reading in full, of the Ordinance No. 2022-11 (Attachment "D") rezoning the parcels.
5. Adopt Resolution No. 2022-54 (Attachment "E") approving a Tentative Subdivision Map to create 102 single family residential lots and a 4.5-acre neighborhood park/temporary stormwater ponding basin.
6. Schedule second reading and adoption of Ordinance No. 2022-11 for the September 27, 2022 City Council meeting.

Karl Schoettler, Planning Consultant presented the Montebella Phase 2/3 project and location map. Schoettler shared that the Planning Commission voted 4-0 with one commissioner absent on September 6, 2022.

Vice Mayor Reynosa opened the public hearing.

Jim Robinson with the home developer stated they had finished the development on Nebraska and had built 300 houses in that area.

Dana Rager stated that he lives next to the development and his concern is that there are only two exit points. Rager also stated that the streets are narrow and there might be issues with accessibility.

Schoettler responded that the streets are the standard size and have been reviewed by staff.

Vice Mayor Reynosa closed the public hearing.

A motion was made by Council Member Thusu, second by Council Member Longoria, to adopt Resolution No. 2022-51 (Attachment "A") approving adoption of a Mitigated Negative Declaration as the environmental finding for the project; to adopt Resolution No. 2022-52 (Attachment "B") initiating the annexation (reorganization) of four parcels containing approximately 38.8± acres; to adopt Resolution No. 2022-53 (Attachment "C") approving a General Plan Amendment for a portion of the site; to introduce and conduct the first reading, waive reading in full, of the Ordinance No. 2022-11 (Attachment "D") rezoning the parcels; to adopt Resolution No. 2022-54 (Attachment "E") approving a Tentative Subdivision Map to create 102 single family residential lots and a 4.5-acre neighborhood park/temporary stormwater ponding basin; and to schedule reading

and adoption of Ordinance No. 2022-11 for the September 27, 2022 City Council meeting.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu

Absent: Launer

9. DEPARTMENT REPORTS

9.1. SUBJECT

Award of Contract to Agee Construction for the El Monte Sewer Main Replacement Project (JW)

RECOMMENDATION

Council to award the contract for the El Monte Sewer Main Replacement Project to Agee Construction Corporation in the amount of \$199,654 and authorize the City Manager or designee to execute the contract documents.

City Engineer Watts presented Council with the bid information for the El Monte Sewer Main Replacement Project. Watts informed Council that Agee Construction was the lowest bid in the amount of \$199,654. Agee Construction is currently working on the Nebraska and Alta roundabout.

A motion was made by Council Member Longoria, second by Vice Mayor Reynosa, to award the contract for the El Monte Sewer Main Replacement Project.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu

Absent: Launer

9.2. SUBJECT

Cash and Investment Report for the Year Ending June 30, 2022 (KS)

RECOMMENDATION

Council accept the City of Dinuba Cash and Investment report for the second half of fiscal year 2021/22 ending June 30, 2022.

Administrative Services Director Solis presented the Cash and Investments report ending June 30, 2022.

9.3. SUBJECT

Resolution No. 2022-48 of the Successor Agency to the Redevelopment Agency of the City of Dinuba authorizing the transfer of certain real property assets from the Successor Agency to the Redevelopment Agency of the City of Dinuba to the City of Dinuba, and approving related actions (DJ)

RECOMMENDATION

In its capacity as the Successor Agency to the Redevelopment Agency of the City of Dinuba, Council to adopt Resolution No. 2022-48, authorizing the transfer of certain real property assets from the Successor Agency to the Redevelopment Agency of the City of Dinuba to the City of Dinuba, and approving certain related actions.

Assistant City Manager James presented the information on authorizing the transfer of certain real property assets from the Successors Agency to the Redevelopment Agency to the City of Dinuba. James shared that authorizing the transfer would allow to implement a long range property management plan by the end of this December.

A motion was made by Council Member Nerio-Guerrero, second by Council Member Longoria, to authorize the transfer of certain real property assets from the Successor Agency to the Redevelopment Agency of the City of Dinuba to the City of Dinuba, and to approve certain related actions.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu
Absent: Launer

9.4. SUBJECT

Resolution No. 2022-49 of the City Council of the City of Dinuba authorizing the acceptance of certain real property assets from the Successor Agency to the Redevelopment Agency of the City of Dinuba to the City of Dinuba, and approving certain related actions (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2022-49, authorizing the acceptance of certain real property assets from the Successor Agency to the Redevelopment Agency of the City of Dinuba to the City of Dinuba, and approving certain related actions.

Assistant City Manager James presented the information to Council on the acceptance of the property by Council is required to complete the transfer of the property from the Successor Agency to the City of Dinuba.

A motion was made by Council Member Longoria, second by Council Member Nerio-Guerrero, to authorize the acceptance of certain real property assets from the Successor Agency to the Redevelopment Agency of the City of Dinuba to the City of Dinuba and to approve certain related actions.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu
Absent: Launer

9.5. SUBJECT

Award a Professional Services Contract to RRM Design Group for the City Hall & Civic Square Conceptual Plan. (DJ)

RECOMMENDATION

Council award a Professional Services Contract to RRM Design Group for the City Hall & Civic Square Conceptual Plan in an amount not to exceed \$250,000.

Assistant City Manager James presented the Professional Services Contract and

RRM Design Group was selected for the City Hall and Civic Square Conceptual Plan.

James stated that Cal Poly students worked on developing plans on the relocation of City Hall and the developments to the downtown Civil Square.

A motion was made by Council Member Nerio-Guerrero, second by Council Member Thusu, to award a Professional Services Contract to RRM Design Group for the City Hall and Civic Square Conceptual Plan.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu

Absent: Launer

10. MAYOR/COUNCIL REPORTS

Vice Mayor Reynosa wished that all Police and Fire enjoyed the lunches that Council had provided them.

Council Member Thusu shared that it was nice to see everyone at the League of California Cities Conference Long Beach. Thusu thanked Director Hernandez and Public Works department.

Council Member Nerio Guerrero attended the League of California Cities Conference last week.

Council Member Longoria stated that he handed out water to the homeless due to the high temperatures.

11. CITY MANAGER COMMUNICATIONS

Assistant City Manager James stated that League of California Cities Conference in Long beach and the conference was very productive. James shared that he will be out of the office on Friday through Tuesday.

12. CITY STAFF COMMUNICATIONS

Director Solis stated that the scheduled shutoffs for today were delayed due to a COVID incident with staff, The residents will have another month to pay before shutoffs start, shutoffs will be on October 10th. Solis shared that the Billing Clerk Oral Board Interviews are scheduled for this Thursday, the vacancy was from one Billing Clerk promoting to HR Technician.

City Engineer Watts shared about the Roundabout ribbon-cutting. Fiscal Analyst Patino sent out the invitations to the Council members.

Director Hurtado shared that the Soccer season has started and Fall Farmers Market started last Friday, Hurtado stated that her department has many recruitments open.

Interim Police Chief Iriarte thanked Council for the lunches for 9/11. Iriarte shared that they have recruitments going on for Records Technician and Dispatcher.

Fire Chief Webster handed out formal invitations and challenge coin for the 100 years celebration on October 15th to the Council members. Webster shared that there two fire personnel at the Mosquito fire, one Firefighter/ EMT is leaving employment and another employee is possibly leaving to City of Visalia. Webster also shared that he is working with Valley ROP on building a training facility.

City Attorney Yanez attended the League of California Cities Conference in Long Beach and made good connections. Yanez shared that he helped Director Hurtado on an issue with a vendor that was trying to raise the cost on an agreement.

13. ADJOURNMENT

Vice Mayor Reynosa adjourned the meeting at 8:00 p.m.



City Council Staff Report

Department: PUBLIC WORKS

September 27, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2022-56 Approving Financial Assistance to the Tulare County Regional Transit Agency (IH)

RECOMMENDATION

Council adopt Resolution No. 2022-56 approving a short-term loan to the Tulare County Regional Transit Agency (TRCTA) in the amount of \$350,000, amending the FY 2022/23 annual budget to fund the TCRTA loan, and authorize the City Manager or his designee to execute a Cash Advance and Repayment Agreement with TCRTA.

EXECUTIVE SUMMARY

The Tulare County Regional Transit (TCRTA) has yet to receive state and federal funds for transit operations and is requesting a short-term loan from member agencies in order to fund operations. The loan will allow the TCRTA to pay for current expenditures pending receipt of reimbursement claims submitted to the State or Federal government. The City of Dinuba's pro-rated share of the requested assistance is \$350,000. Resolution No. 2022-56 approves the loan and authorizes the City Manager to execute the loan agreement.

OUTSTANDING ISSUES

None.

DISCUSSION

On September 8, 2020 the City Council of the City of Dinuba adopted Resolution No. 2020-39 approving the City's membership to the Tulare County Regional Transit Agency (TCRTA). This new agency would assume all transit operations from Dinuba and the Cities of Porterville, Tulare, Woodlake and Tulare County. It was determined

that joining TCRTA would provide more efficient and effective transit services both in terms of operations and capital improvements. The day-to-day operations of the Dinuba Transit Center were turned over to TCRTA on July 1, 2021.

Earlier this month the TCRTA Executive Director reached out to the City Managers of the member agencies and notified them of the agency's lack of sufficient working capital due to delays in state and federal reimbursements. The operating budget for TCRTA is about \$20 million dollars annually and most of these expenses are funded on a reimbursement basis. This requires that the agency front expenditures and then often wait many months to receive reimbursement from the State. As a result, a reserve fund is necessary to bridge the gap between the time expenses are incurred and reimbursements are received.

On September 15, 2022 TCRTA sent a letter to member agencies requesting financial support to build the required reserve fund and ensure adequate cash-flow capacity. The City of Dinuba's proportionate share of the requested funding is \$350,000 as reflected in the letter from TCRTA enclosed as Attachment 'A'. The proposed financial support would be processed as a loan that would be repaid by TCRTA. The terms would include the payment of interest and a payment due date that shall not go past December 31, 2027. The interest rate will be determined by the annualized rate of return for the Tulare County County Treasury Pool.

This loan was not included in the annual adopted budget so a budget amendment is required. Resolution No. 2022-56 enclosed herein as Attachment 'B' approves the loan and Budget Amendment No. 2023-02 to appropriately reflect this loan in the adopted FY 2022/23 budget. To document the terms of this loan a Cash Advance and Repayment Agreement has been prepared, see Attachment 'C'. It is requested that the City Council authorize the City Manager or his designee to execute this Agreement pursuant to the subject request.

FISCAL IMPACT

The requested \$350,000 would be funded out of the City's Transit and General Funds.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. TCRTA, Request for Financial Support
- B. Resolution Number 2022-56
- C. Cash Advance and Repayment Agreement



TCRTA

Tulare County Regional Transit Agency

Tulare County Regional Transit Agency
559.623.0450
210 North Church Street Suite B
Visalia, CA 93291
www.tularecog.org

September 15, 2022

Mr. Jason Britt, County of Tulare
Mr. John Lollis, City of Porterville
Mr. Marc Mondell, City of Tulare
Mr. Luis Patlan, City of Dinuba
Mr. Ramon Lara, City of Woodlake

RE: TCRTA Request for Financial Support

County Administrator and City Manager's,

As of September 15, 2022, TCRTA has not received its expected local, state, and federal funding to pay for transit operating expenses for FY 2022-2023. However, TCRTA is expecting revenues to be accessible to the agency on or before November 1, 2022.

To maintain a positive financial position and to prevent disruption in transit service, TCRTA is requesting financial support, based on the member agency's proportional amount, for anticipated expenses from July 1, 2022, through October 31, 2022. The table below is the distribution amount based on service hours.

Financial Support Request

Member Agency	Proportional %	Amount
City of Porterville	32%	\$1,600,000
City of Tulare	30%	\$1,500,000
County of Tulare	30%	\$1,500,000
City of Dinuba	7%	\$350,000
<u>City of Woodlake</u>	<u>1%</u>	<u>\$50,000</u>
Total		\$5,000,000

In addition, TCRTA has committed to obtaining additional financial administration support from the County of Tulare, including financial software and YTD financial reports; the ability to proceed with hiring TCRTA staff; and working with member agencies to develop a reserve policy and five-year financial plan within the next six months.

Should you have any questions, please contact me directly at (559) 623-0452 or rtree@tularecog.ca.gov.

Sincerely,

Richard I. Tree

Richard Tree, Executive Director
Tulare County Regional Transit Agency

RESOLUTION 2022-56

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA
APPROVING AND ADOPTING A BUDGET AMENDMENT TO THE FY 2022/23 ANNUAL
ADOPTED BUDGET THAT WOULD PROVIDE FINANCIAL SUPPORT TO THE TULARE
COUNTY REGIONAL TRANSIT AGENCY IN THE AMOUNT OF \$350,000**

WHEREAS, the FY 2022/2023 Annual Budget reflects the City of Dinuba's ongoing commitment to providing core services to the community consistent with the strategic goals established by the City Council; and

WHEREAS, the FY 2022/23 Annual Budget; was approved by the City Council on June 28, 2022 by Resolution 2022-44 and any subsequent amendments must be approved by Resolution; and

WHEREAS, a budget amendment is necessary to provide financial support to the Tulare County Regional Transit Agency (TCRTA) as requested in their letter submitted to the City dated September 15, 2022; and

WHEREAS, the TCRTA has an annual budget of approximately \$20,000,000 and given that most expenditures are funded on a reimbursement basis, the agency requires capacity to front the expense until reimbursements are received from the State and Local agencies; and

WHEREAS, the City's proportionate share of the requested financial support is \$350,000 that would be paid for out of the City's Transit and General Funds and would be loaned to TCRTA with interest and would be due no later than December 31, 2027; and

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council hereby resolves that the FY 2022/2023 annual budget be amended to loan \$350,000 to the Tulare County Regional Transit Agency, See Exhibit A.

PASSED, APPROVED AND ADOPTED this 27th day of September 2022, at a regular meeting of the Dinuba City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

Linda Launer, Mayor

Maria Alaniz, City Clerk

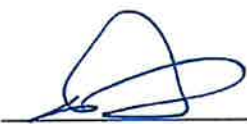


REQUEST FOR BUDGET AMENDMENT

Budget Amendment No. 2023-02			
Requested by: Ismael Hernandez		Budget Amounts	
Account Numbers:	Fund Name Description	Increase	Decrease
Revenues:			
101	General Fund, Fund Balance		\$200,000
233	Transit, Fund Balance		\$150,000
233-800.101	Transfer In – General Fund	\$200,000	
Appropriations:			
101.20.201-900.233	Transfer Out- Transit	\$200,000	
233-70-719-640-1020	Contractual Services	\$350,000	

Reason(s) for Budget Amendment:

This Budget Amendment to the FY 22/23 Annual Adopted Budget is necessary to provide requested financial support to the Tulare County Regional Transit. This amendment represents the City's pro-rated contribution necessary to establish adequate TCRTA working capital.

Department Director  Date 9/21/2022

Approval Required Budget Amendment:

Administrative Services Director  Date 9/21/2022
Signature

City Manager _____ Date _____
Signature

City Council: ☐ Approved ☐ Resolution # _____ ☐ Denied Date _____

**AGREEMENT BETWEEN THE CITY OF DINUBA AND
THE TULARE COUNTY REGIONAL TRANSIT AGENCY
FOR CASH ADVANCES AND REPAYMENT**

This Agreement for Cash Advances and Repayment ("Agreement") is made and entered into by and between the City of Dinuba, a Municipal Corporation of the State of California ("the City") and the Tulare County Regional Transit Agency ("TCRTA") a joint powers agency. The City and TCRTA each are a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

WHEREAS, the City is a member of TCRTA, a joint powers agency created by the City and its other members (collectively, "Member Agencies") pursuant to Title 1, Division 7, Chapter 5, Article 1 (beginning with section 6500) of the California Government Code (the "Joint Powers Law") under that certain "Tulare County Regional Transit Agency Joint Powers Agreement" dated August 11, 2020 (the "Joint Powers Agreement"); and

WHEREAS, under the Joint Powers Agreement, TCRTA owns, operates, and administers a public transportation system within the jurisdictions of the Member Agencies; and

WHEREAS, the City and the other Member Agencies, under Government Code section 6504, subdivision (c), have the authority to provide advances of public funds to TCRTA for the purposes set forth in the Joint Powers Agreement; and,

WHEREAS, Section 4 of the Joint Powers Agreement provides that TCRTA shall have all powers necessary to carry out the purpose of the Joint Powers Agreement, including incurring debts, liabilities and obligations, and all other powers that are necessary for TCRTA to provide public transportation services; and

WHEREAS, Section 4, subdivision (j) of the Joint Powers Agreement provides that TCRTA shall have the power to apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance; and,

WHEREAS, TCRTA has requested that the City make available for advance up to \$350,000, as needed by TCRTA to temporarily assist TCRTA in managing its cash flow needs; and

WHEREAS, the use of a short-term cash advance and repayment is the most cost-effective method to ensure that TCRTA has sufficient cash to pay its costs for the purposes of TCRTA Joint Powers Agreement; and

WHEREAS, by its adoption on September 27, 2022 of Resolution No. 2022-56, the City Council of the City of Dinuba has approved the making of a cash advance or advances up to the maximum amount of \$350,000, by the City to TCRTA, plus accrued interest thereon at the annualized treasury pool rates, at the earlier of: (a) when there is sufficient cash balance in TCRTA's accounts to cover regular TCRTA cash flow needs, as determined by TCRTA's Executive Director; or (b) December 31, 2027, and

as more thoroughly specified herein in Article III , below; and

WHEREAS, the City is informed that TCRTA has requested that the four other largest Member Agencies each authorize cash advances to TCRTA, up to the maximum amounts set forth below, which amounts represent shares proportionate to each Member Agency's share of TCRTA's annual budget, and that each of those Member Agencies has or will authorize cash advances pursuant to separate agreements between each of those Member Agencies and TCRTA:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%

NOW THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the Parties hereto agree as follows.

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following words or phrases shall be deemed to have the following meanings:

- A. "TCRTA Executive Director" has the same meaning as the term "Executive Director" in TCRTA Joint Powers Agreement.
- B. "Administrative Services Director" acts as the chief financial officer for the City in this Agreement. All actions required to be completed by the City Manager may also be completed by his/her designee.
- C. "Annualized Treasury Pool Rate" means the annualized rate of return for the Tulare County Treasury Pool.

ARTICLE II PURPOSES OF THIS AGREEMENT

A. This Agreement is made in furtherance of the determination by TCRTA Board to request that its five largest member Agencies each make available up to the maximum amounts set forth below to temporarily assist TCRTA in managing its cash flow:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%

To that end, the purpose of this Agreement is to provide the terms and conditions pursuant to which the City and TCRTA will implement TCRTA's use of the City's advance and the repayment transaction. Separate agreements between each of the other four largest Member Agencies and TCRTA shall provide the terms and conditions pursuant to which the other four largest Member Agencies and TCRTA will implement TCRTA's use of those agencies' advances and the repayment transactions.

B. The legal authority for this Agreement is provided by Government Code Section 6504, subdivision (c), which authorizes the City to provide advances of public funds to TCRTA for the purposes set forth in the TCRTA Joint Powers Agreement.

ARTICLE III ADVANCE AND REPAYMENT

A. The City has made or will make available up to \$350,000 to TCRTA under the terms and conditions of this Agreement.

B. TCRTA Executive Director shall diligently monitor TCRTA's cash flow, including but not limited to, keeping daily records of such fund balance information. Such information shall be available, upon request, to the Dinuba City Manager.

C. The Parties hereto desire for TCRTA Executive Director to have the flexibility to match TCRTA's need for funds to the amount of the request for such funds, up to the maximum amount of the available funds under this Agreement. To that end, from time to time as the need arises from the effective date of this Agreement up to and including December 31, 2022, TCRTA Executive Director may make a written request to the City Manager for a cash advance to TCRTA up to the maximum amount of the funds made available by the City under this Agreement. Such written request made on behalf of TCRTA may be transmitted by email to the City Manager.

D. The City Manager shall have the right to request information from TCRTA Executive Director with respect to TCRTA's need for the requested advance of funds and shall promptly either approve or disapprove TCRTA's request for an advance of funds up to the maximum amount of the City's available funds under this Agreement. Such approval or disapproval made by the City Manager may be transmitted by email to TCRTA Executive Director. If the City Manager informs TCRTA Executive Director of the City's approval of the requested advance, then the City shall make available to TCRTA 100 percent of the requested advance, up to the maximum amount of the City's available funds under this Agreement.

E. The City will electronically transfer its cash advance(s), upon written request of TCRTA Executive Director, to a TCRTA fund for the purposes of this Agreement.

F. TCRTA shall repay in full to the City the amount or amounts advanced by the City to TCRTA under this Agreement, plus accrued interest at the Annualized Treasury Pool Rate, on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully paid by TCRTA to the City, which shall in any event be at the earlier of:

1. When there is sufficient cash balance in TCRTA's fund to cover regular TCRTA cash flow needs, as determined by TCRTA Executive Director; or
2. December 31, 2027.

Interest on the unpaid balance will be calculated and invoiced at the end of every fiscal year based upon the Annualized Treasury Pool Rate for that fiscal year and prorated as necessary.

To the extent any other Member Agency advances funds to TCRTA under a separate agreement, then the City and all other Member Agencies advancing funds shall be repaid simultaneously based on the principal amount advanced by each of them to TCRTA.

To avoid unnecessary amounts advanced by the City, TCRTA may repay a portion of any advance, subject to the terms and conditions of this Agreement, without affecting the TCRTA's right to request an advance under this Agreement, provided that such repayment complies with the foregoing provisions of this Section III.F.

G. The principal amount of funds repaid by TCRTA to the City under the preceding Section III.F shall be available to TCRTA, up to the maximum amount of the City's available funds under this Agreement, for an additional request or requests up to December 31, 2022, to be repaid according to the terms provided in this Agreement.

H. In addition to any other bank records to be kept and provided to the City under this Agreement, TCRTA Executive Director will prepare and provide quarterly financial reports, including cash flow projections, of TCRTA to the City Manager not later than thirty (30) days following the relevant quarter.

ARTICLE IV GENERAL PROVISIONS

A. TERM: This Agreement is effective, _____ and this Agreement shall continue in full force and effect through and including December 31, 2027; provided, that TCRTA's obligation to repay all advances, plus accrued interest on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully repaid by TCRTA, and to perform any other obligations of TCRTA under this Agreement, shall survive the termination of this Agreement.

B. DEFAULT AND MATERIAL BREACH:

1. Default. The failure by TCRTA to timely meet its obligation under Article III, Section F, to repay in full, any and all advances made by the City to TCRTA hereunder, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, or to perform any other obligation hereunder, shall constitute a default under this Agreement by TCRTA.
2. Material Breach. In the event of a default by TCRTA, as provided in the preceding Paragraph IV.B.1, the City may, at the City's election, immediately declare that TCRTA is in material breach of this Agreement, and provide to TCRTA written notice of its material breach of this Agreement; such written notice shall provide for a reasonable period not to exceed 30 days

in which TCRTA may cure the breach; and if TCRTA fails to cure the breach within the reasonable period not to exceed 30 days as stated in the notice, all amounts due and owing to the City pursuant to the terms of this Agreement, shall become immediately due and payable in full, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, and the City may exercise its rights and remedies under this Agreement, and as they may otherwise be available in law or equity.

C. INDEPENDENT RELATIONSHIP: Nothing contained in this Agreement shall create or be deemed to create any relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between any one or more of the Parties to this Agreement. The relationship between the Parties hereto is that of independent contractors, with each Party at all times acting in an independent capacity from the other.

D. INTERPRETATION: The Parties hereto acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.

E. TIME OF ESSENCE: Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties hereto, respectively, under this Agreement.

F. GOVERNING LAW; VENUE: Venue for any action arising out of or related to this Agreement shall only be in Tulare County, California. The rights and obligations of the Parties hereto and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

G. AUDITS AND INSPECTIONS: TCRTA shall at any time during business hours, and as often as the City may deem necessary, make available to the City for examination all of TCRTA's records and data with respect to the matters covered by this Agreement. TCRTA shall, upon request by the City, permit such Party's representatives to audit and inspect all of such records and data necessary to ensure TCRTA's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), TCRTA shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

H. NOTICES: The identity and addresses of the persons authorized to give and receive notices under this Agreement include the following:

CITY OF DINUBA

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

TCRTA

Executive Director TCRTA
210 N. Church Street Suite B
Visalia, CA 93291
(559) 623-0450

Any and all notices between the Parties hereto provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, or as of one business day after receipt by email.

I. NON-ASSIGNMENT: It is understood that TCRTA shall not assign, subcontract, or transfer any of TCRTA's rights, duties, or obligations under this Agreement, without the prior express, written consent of the City. Such consent and approval may be given only by the Dinuba City Council.

J. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City and TCRTA, any right, remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, and all terms, covenants, promises and agreements in this Agreement made by and on behalf of TCRTA shall be for the sole and exclusive benefit of the City.

K. INDEMNIFICATION: TCRTA agrees to indemnify, save, hold harmless, and at the City's request, defend the City and its officers, agents, and employees, from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the City as a direct result of willful misconduct by TCRTA, its officers, agents, or employees in performance of this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged as a direct result of the willful misconduct of TCRTA, its officers, agents, or employees in performance of this Agreement.

It is further provided that TCRTA's obligations under the provisions of this Section IV.K. shall survive the termination or expiration of this Agreement.

L. AMENDMENTS: Any changes to this Agreement requested by any Party shall be effective only if mutually agreed upon in writing by duly authorized representatives of each of the Parties hereto. This Agreement shall not be modified or amended, nor shall any rights of a party hereto be waived, except by such a written instrument approved by each of the Parties hereto in the manner provided herein.

M. WAIVER: The waiver, if any, by the City of any breach of violation of any provision of this Agreement by TCRTA shall not be deemed to be a waiver by the City of any breach or violation by TCRTA of any other provision, nor of any subsequent breach or violation by TCRTA of the same or any other provision. The City's acceptance of any partial payment by TCRTA of any repayment obligation arising hereunder, including but not limited to a payment of only the principal amount due and payable, shall not be deemed a waiver by the City of the right to full repayment by TCRTA of the remaining amount due and payable by TCRTA to the City pursuant to the terms hereof, including but not limited to accrued interest on the unpaid balance advanced by the City to TCRTA.

N. LIMITATION ON LIABILITY OF TCRTA OFFICERS AND EMPLOYEES: No officer or employee of TCRTA shall be individually or personally liable for the repayment of the interest on or principal with respect to any advance made hereunder by the City, but

nothing herein contained shall relieve any officer or employee of TCRTA from the performance of any official duty necessary to cause TCRTA to repay such amounts to the City.

O. COUNTERPARTS: This Agreement may be executed in one or more original counterparts, all of which together constitute one and the same agreement.

P. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between TCRTA and the City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT FOR CASH ADVANCES AND REPAYMENT as of the date and year first written above.

CITY OF DINUBA

Date: _____

By _____
Luis Patlan, City Manager

ATTEST:

By _____
Maria Alaniz, City Clerk

Approved as to Form

By _____
David Yanez, City Attorney

**TULARE COUNTY REGIONAL TRANSIT
AGENCY**

Date: _____

By _____
Executive Director

Approved as to Form
Counsel for
Tulare County Regional Transit Agency

By _____



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 27, 2022

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Proclamation No. 2022-04 Palm United Methodist Church 100th Anniversary (DJ)

RECOMMENDATION

Council to adopt Proclamation No. 2022-04 honoring the 100 year anniversary of Dinuba Palm United Methodist Church.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

A. A. Proclamation 2022-04 Palm United Methodist Church 100th Anniversary

CITY OF DINUBA

Recognition

Palm United Methodist Church

100th
Anniversary

1922 to
2022

WHEREAS, the Palm United Methodist Church was established in 1922 and has been actively working to the benefit of the community for over 100 years; and

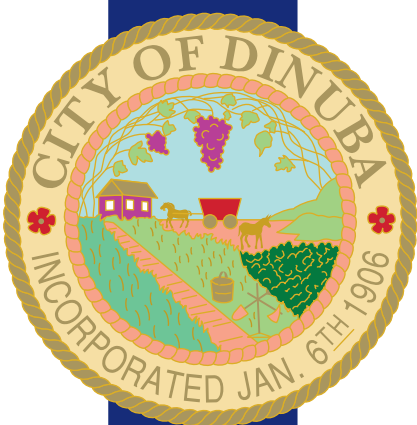
WHEREAS, In 1974 Palm United Methodist Church donated their parsonage to Open Gate Ministries as its first residence. Palm United Methodist Church has continued its support of Open Gate Ministries over the years through its financial support and hosting an annual soup and salad luncheon; and

WHEREAS, In 2007 Palm United Methodist Church began a partnership with Wilson Elementary School of providing listeners for beginning readers, and subsequently, school supplies and books for students and teachers; and

WHEREAS, In September 2015 First United Methodist Church of Dinuba and Palm United Methodist Church voted to merge and began official joint worship services on January 1, 2016; and

NOW, THEREFORE, BE IT RESOLVED, that I, Linda Launer, Mayor of the City of Dinuba, do hereby recognize the efforts of the Dinuba Palm United Methodist Church, and its current and past members for the dedication to Dinuba for over 100 years.

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 27th day of September, two-thousand-twenty-two.



2022-04

Linda Launer, Mayor

Attest

Maria Alaniz, City Clerk



City Council Staff Report

Department: FINANCE SERVICES

September 27, 2022

To: Mayor and City Council
From: Karina Solis, Administrative Services Director
By: Maria Alaniz, City Clerk/Human Resources Director
Subject: Warrant Register September 16 & 23, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

WR 09.16.2022
WR 09.23.2022



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 385 - 4 Creeks, Inc.									
25756	4 Creeks WWTP Improvements Clarifier	Paid by Check #38099		08/16/2022	09/16/2022	09/16/2022		09/16/2022	4,355.51
25757	4 Creeks Commercial Projects	Paid by Check #38099		08/16/2022	09/16/2022	09/16/2022		09/16/2022	4,549.50
25758	4 Creeks kamm alta	Paid by Check #38099		08/16/2022	09/16/2022	09/16/2022		09/16/2022	3,697.50
25759	4 Creeks El monte sewer main Impr	Paid by Check #38099		08/16/2022	09/16/2022	09/16/2022		09/16/2022	3,897.50
25761	4 Creeks Well 21	Paid by Check #38099		08/16/2022	09/16/2022	09/16/2022		09/16/2022	225.00
25762	4 Creeks Building Official	Paid by Check #38099		08/16/2022	09/16/2022	09/16/2022		09/16/2022	4,875.00
25763	4 Creeks Encroachment Permit	Paid by Check #38099		08/16/2022	09/16/2022	09/16/2022		09/16/2022	1,072.50
25786	4 Creeks South College	Paid by Check #38099		08/16/2022	09/16/2022	09/16/2022		09/16/2022	708.50
Vendor 385 - 4 Creeks, Inc. Totals							Invoices	8	\$23,381.01
Vendor 1060 - A & E Industrial Cleaning Equipment Corp.									
44835	REPAIR PART FOR U 45	Paid by Check #38100		08/23/2022	09/16/2022	09/16/2022		09/16/2022	397.14
Vendor 1060 - A & E Industrial Cleaning Equipment Corp. Totals							Invoices	1	\$397.14
Vendor 367 - A-1 Auto Electric									
133091	REPAIR PARTS FOR WWRP 11	Paid by Check #38101		08/23/2022	09/16/2022	09/16/2022		09/16/2022	735.79
Vendor 367 - A-1 Auto Electric Totals							Invoices	1	\$735.79
Vendor 263 - Advantek Benefit Administrators									
09/09/2022	09/09/2022	Paid by Check #38102		09/09/2022	09/12/2022	09/12/2022		09/16/2022	46,079.37
2209 0011	September 2022	Paid by Check #38102		09/09/2022	09/12/2022	09/12/2022		09/16/2022	74,309.07
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$120,388.44
Vendor 1599 - Adventist Health Toxicology									
1741	PD - Toxicology Service - 07/26/2022 - 08/28/2022	Paid by Check #38103		09/06/2022	09/16/2022	09/16/2022		09/16/2022	2,644.00
Vendor 1599 - Adventist Health Toxicology Totals							Invoices	1	\$2,644.00
Vendor 1229 - Sergio Armando Alvarado									
962022 ALVARADO	PC MEETING SEPTEMBER 6, 2022	Paid by Check #38104		09/06/2022	09/16/2022	09/16/2022		09/16/2022	25.00
Vendor 1229 - Sergio Armando Alvarado Totals							Invoices	1	\$25.00
Vendor 416 - Amber Chemical Inc.									
0374692-IN	WATER DEPT SUPPLIES	Paid by Check #38105		08/22/2022	09/16/2022	09/16/2022		09/16/2022	1,324.79
Vendor 416 - Amber Chemical Inc. Totals							Invoices	1	\$1,324.79
Vendor 351 - Anthem Blue Cross									
000250941466	ROBERTS 102A78783 10/01/22-10/31/22	Paid by Check #38106		09/04/2022	09/12/2022	09/12/2022		09/16/2022	92.00
Vendor 351 - Anthem Blue Cross Totals							Invoices	1	\$92.00
Vendor 21 - Aramark Uniform Services Inc.									



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
5031043920	Fy 22/23-Parks-Uniforms for the week of 9/07/22	Paid by Check #38107		09/07/2022	09/16/2022	09/16/2022	09/09/2022	09/16/2022	68.35
Vendor 21 - Aramark Uniform Services Inc. Totals									Invoices 1 <u>\$68.35</u>
Vendor 17 - AT&T									
25012719619/22	Telephone 09/01/22-09/30/22	Paid by Check #38111		09/01/2022	09/16/2022	09/16/2022		09/16/2022	76.22
93910547439/22	Telephone 08/02/22-09/01/22	Paid by Check #38108		09/02/2022	09/16/2022	09/16/2022		09/16/2022	70.54
9391054462 09/22	DSC - Telephone 8/11 - 9/10/22	Paid by Check #38109		09/11/2022	09/16/2022	09/16/2022		09/16/2022	86.25
5595960649 08/22	PW - telephone 08/26/22-09/25/22	Paid by Check #38110		08/26/2022	09/16/2022	09/16/2022		09/16/2022	2,513.71
Vendor 17 - AT&T Totals									Invoices 4 <u>\$2,746.72</u>
Vendor 1044 - AutoZone, Inc.									
2833745128	BATTERY FOR STREETLIGHT	Paid by Check #38112		07/20/2022	09/16/2022	09/16/2022		09/16/2022	183.99
Vendor 1044 - AutoZone, Inc. Totals									Invoices 1 <u>\$183.99</u>
Vendor 65 - Banner Pest Control									
207476	PD - Removal of Pigeons Downtown	Paid by Check #38113		08/02/2022	09/16/2022	09/16/2022		09/16/2022	75.00
207490	PD - Removal of Pigeons Downtown	Paid by Check #38113		08/16/2022	09/16/2022	09/16/2022		09/16/2022	75.00
Vendor 65 - Banner Pest Control Totals									Invoices 2 <u>\$150.00</u>
Vendor 376 - BCS Consulting, LLC									
2022128	IT Services Monthly August 2022	Paid by Check #38114		09/08/2022	09/16/2022	09/16/2022		09/16/2022	6,200.00
Vendor 376 - BCS Consulting, LLC Totals									Invoices 1 <u>\$6,200.00</u>
Vendor 1393 - Estevan Benavides									
962022 BENAVIDES	PC MEETING SEPTEMBER 6, 2022	Paid by Check #38115		09/06/2022	09/16/2022	09/16/2022		09/16/2022	25.00
Vendor 1393 - Estevan Benavides Totals									Invoices 1 <u>\$25.00</u>
Vendor 328 - Bernard Professional Transcription Services									
DF1804188	PD - Transcription Services	Paid by Check #38116		09/03/2022	09/16/2022	09/16/2022		09/16/2022	718.15
Vendor 328 - Bernard Professional Transcription Services Totals									Invoices 1 <u>\$718.15</u>
Vendor 116 - BSK Analytical Laboratories									
AF21700	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38117		08/27/2022	09/16/2022	09/16/2022		09/16/2022	579.00
AF21172	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38117		09/06/2022	09/16/2022	09/16/2022		09/16/2022	176.00
Vendor 116 - BSK Analytical Laboratories Totals									Invoices 2 <u>\$755.00</u>
Vendor 1668 - Caddyshack Rodent Service, LLC									
5310	RODENT CONTROL VISCAYA BASIN	Paid by Check #38118		08/11/2022	09/16/2022	09/16/2022		09/16/2022	1,007.50



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
5314	RODENT CONTROL	Paid by Check #38118		08/11/2022	09/16/2022	09/16/2022		09/16/2022	1,105.00
	EUCLID/SAGINAW BASIN								
5356	RODENT CONTROL AT	Paid by Check #38118		08/19/2022	09/16/2022	09/16/2022		09/16/2022	2,405.00
	SOLAR/POND AVE 412								
5338	RODENT CONTROL AT	Paid by Check #38118		08/22/2022	09/16/2022	09/16/2022		09/16/2022	4,225.00
	SOLAR/POND AVE 412								
Vendor 1668 - Caddyshack Rodent Service, LLC Totals								Invoices 4	\$8,742.50
Vendor 823 - California Building Officials									
15776	CALBO EDUCATION WEEK - JOEL RAMIREZ	Paid by Check #38119		09/10/2022	09/16/2022	09/16/2022		09/16/2022	645.00
Vendor 823 - California Building Officials Totals								Invoices 1	\$645.00
Vendor 80 - California Business Machines									
305510	PD - Copiers Maintenance	Paid by Check #38120		09/09/2022	09/16/2022	09/16/2022		09/16/2022	401.56
Vendor 80 - California Business Machines Totals								Invoices 1	\$401.56
Vendor 381 - Cen Cal Distributing Inc.									
289549	08/01/2022 water delivery	Paid by Check #38121		08/01/2022	09/16/2022	09/16/2022		09/16/2022	4.95
289550	08/10/2022 water delivery	Paid by Check #38121		08/01/2022	09/16/2022	09/16/2022		09/16/2022	47.50
290716	08/31/2022 water delivery	Paid by Check #38121		08/31/2022	09/16/2022	09/16/2022		09/16/2022	95.00
Vendor 381 - Cen Cal Distributing Inc. Totals								Invoices 3	\$147.45
Vendor 1201 - Alberto Cendejas II									
962022	CENDEJAS PC MEETING SEPTEMBER 6, 2022	Paid by Check #38122		09/06/2022	09/16/2022	09/16/2022		09/16/2022	25.00
Vendor 1201 - Alberto Cendejas II Totals								Invoices 1	\$25.00
Vendor 44 - Central Valley Lock & Safe									
60777	PD READER REPAIR	Paid by Check #38123		08/08/2022	09/16/2022	09/16/2022		09/16/2022	150.00
Vendor 44 - Central Valley Lock & Safe Totals								Invoices 1	\$150.00
Vendor 240 - Clean Cut Landscape Management Inc.									
3745	Monthly Landscaping August 2022	Paid by Check #38124		08/31/2022	09/16/2022	09/16/2022		09/16/2022	19,163.00
Vendor 240 - Clean Cut Landscape Management Inc. Totals								Invoices 1	\$19,163.00
Vendor 1728 - Clearworld LLC									
1178	clear world Lighting Orbits parking lot	Paid by Check #38125		09/14/2022	09/16/2022	09/16/2022		09/16/2022	13,249.50
Vendor 1728 - Clearworld LLC Totals								Invoices 1	\$13,249.50
Vendor 1238 - Coleman & Horowitz, LLP									
473595	Eagle Fire and Water Restoration, Inc. August 2022	Paid by Check #38126		08/31/2022	09/16/2022	09/16/2022		09/16/2022	34,571.35
473596	SERVICE FOR AUGUST 2022	Paid by Check #38126		08/31/2022	09/16/2022	09/16/2022		09/16/2022	85.00
Vendor 1238 - Coleman & Horowitz, LLP Totals								Invoices 2	\$34,656.35



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.									
1317	Collins Schoettler Planning Support	Paid by Check #38127		09/09/2022	09/16/2022	09/16/2022		09/16/2022	10,410.00
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc. Totals							Invoices	1	\$10,410.00
Vendor 170 - Comcast									
0135597	08/03/22 405 E EL MONTE WAY 08/04/22-09/03/22	Paid by Check #38129		08/03/2022	09/16/2022	09/16/2022		09/16/2022	69.49
0135597	09/02/22 405 E EL MONTE WAY 09/04/22-10/03/22	Paid by Check #38130		09/02/2022	09/16/2022	09/16/2022		09/16/2022	74.24
0181138	07/27/22 180 W MERCED ST 08/02/22 TO 09/01/22	Paid by Check #38128		07/27/2022	09/16/2022	09/16/2022		09/16/2022	498.57
Vendor 170 - Comcast Totals							Invoices	3	\$642.30
Vendor 731 - Community Services & Employment Training, Inc.									
SEFFS-DIKCV-02	CSET KC Vista Park	Paid by Check #38131		08/18/2022	09/16/2022	09/16/2022		09/16/2022	918.99
Vendor 731 - Community Services & Employment Training, Inc. Totals							Invoices	1	\$918.99
Vendor 910 - Timothy S. Conklin									
962022	CONKLIN PC MEETING SEPTEMBER 6, 2022	Paid by Check #38132		09/06/2022	09/16/2022	09/16/2022		09/16/2022	25.00
Vendor 910 - Timothy S. Conklin Totals							Invoices	1	\$25.00
Vendor 232 - Courier Printing and Village Printer									
C26440	Fy 22/23-Sportsplex-Punch cards for Sportsplex	Paid by Check #38133		09/02/2022	09/16/2022	09/16/2022	09/09/2022	09/16/2022	54.13
Vendor 232 - Courier Printing and Village Printer Totals							Invoices	1	\$54.13
Vendor 3 - Culligan Water									
185873	PORTABLE EXCHANGE TANK - PW	Paid by Check #38134		08/31/2022	09/16/2022	09/16/2022		09/16/2022	79.00
186139	PORTABLE EXCHANGE TANK, 1 HIC SERVICE, DI RENTAL - WWTP	Paid by Check #38134		08/31/2022	09/16/2022	09/16/2022		09/16/2022	76.00
Vendor 3 - Culligan Water Totals							Invoices	2	\$155.00
Vendor 1582 - Dell Financial Services LLC									
2130746	SERVER 10/01/22 -10/31/22	Paid by Check #38135		09/03/2022	09/16/2022	09/16/2022		09/16/2022	2,947.71
Vendor 1582 - Dell Financial Services LLC Totals							Invoices	1	\$2,947.71
Vendor 77 - Department of Justice									
603094	PD - Fingerprints Service / August 2022	Paid by Check #38136		09/06/2022	09/16/2022	09/16/2022		09/16/2022	848.00
606756	PD - Blood Alcohol Analysis / August 2022	Paid by Check #38136		09/07/2022	09/16/2022	09/16/2022		09/16/2022	315.00
Vendor 77 - Department of Justice Totals							Invoices	2	\$1,163.00
Vendor 4 - Dinuba Lumber Company									



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
475681	Maintenance	Paid by Check #38137		08/01/2022	09/16/2022	09/16/2022		09/16/2022	44.96
475700	Maintenance	Paid by Check #38137		08/01/2022	09/16/2022	09/16/2022		09/16/2022	39.66
475728	Maintenance	Paid by Check #38137		08/01/2022	09/16/2022	09/16/2022		09/16/2022	32.59
475742	Maintenance	Paid by Check #38137		08/01/2022	09/16/2022	09/16/2022		09/16/2022	9.17
475846	Maintenance	Paid by Check #38137		08/01/2022	09/16/2022	09/16/2022		09/16/2022	23.67
475861	Maintenance	Paid by Check #38137		08/01/2022	09/16/2022	09/16/2022		09/16/2022	24.40
476106	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	28.69
476113	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	3.31
476129	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	24.78
476186	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	30.73
476218	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	142.28
476226	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	17.27
476234	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	(43.08)
476269	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	26.35
476361	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	72.80
476420	Maintenance	Paid by Check #38137		08/02/2022	09/16/2022	09/16/2022		09/16/2022	28.69
476534	Maintenance	Paid by Check #38137		08/03/2022	09/16/2022	09/16/2022		09/16/2022	40.46
476558	Maintenance	Paid by Check #38137		08/03/2022	09/16/2022	09/16/2022		09/16/2022	151.89
476568	Maintenance	Paid by Check #38137		08/03/2022	09/16/2022	09/16/2022		09/16/2022	43.98
476608	Maintenance	Paid by Check #38137		08/03/2022	09/16/2022	09/16/2022		09/16/2022	6.40
476629	Maintenance	Paid by Check #38137		08/03/2022	09/16/2022	09/16/2022		09/16/2022	11.12
476654	Maintenance	Paid by Check #38137		08/03/2022	09/16/2022	09/16/2022		09/16/2022	10.14
476682	Maintenance	Paid by Check #38137		08/03/2022	09/16/2022	09/16/2022		09/16/2022	119.48
476694	Maintenance	Paid by Check #38137		08/03/2022	09/16/2022	09/16/2022		09/16/2022	7.20
476897	Maintenance	Paid by Check #38137		08/03/2022	09/16/2022	09/16/2022		09/16/2022	9.37
476940	Maintenance	Paid by Check #38137		08/04/2022	09/16/2022	09/16/2022		09/16/2022	100.54
477012	Maintenance	Paid by Check #38137		08/04/2022	09/16/2022	09/16/2022		09/16/2022	84.61
477085	Maintenance	Paid by Check #38137		08/04/2022	09/16/2022	09/16/2022		09/16/2022	69.43
477217	Maintenance	Paid by Check #38137		08/04/2022	09/16/2022	09/16/2022		09/16/2022	3.26
477347	Maintenance	Paid by Check #38137		08/05/2022	09/16/2022	09/16/2022		09/16/2022	15.12
477437	Maintenance	Paid by Check #38137		08/05/2022	09/16/2022	09/16/2022		09/16/2022	22.97
477441	Maintenance	Paid by Check #38137		08/05/2022	09/16/2022	09/16/2022		09/16/2022	9.17
477463	Maintenance	Paid by Check #38137		08/05/2022	09/16/2022	09/16/2022		09/16/2022	6.62
477551	Maintenance	Paid by Check #38137		08/05/2022	09/16/2022	09/16/2022		09/16/2022	2.63
477611	Maintenance	Paid by Check #38137		08/05/2022	09/16/2022	09/16/2022		09/16/2022	24.59
477639	Maintenance	Paid by Check #38137		08/05/2022	09/16/2022	09/16/2022		09/16/2022	226.02
477752	Maintenance	Paid by Check #38137		08/05/2022	09/16/2022	09/16/2022		09/16/2022	21.60
478079	Maintenance	Paid by Check #38137		08/06/2022	09/16/2022	09/16/2022		09/16/2022	40.39
478446	Maintenance	Paid by Check #38137		08/08/2022	09/16/2022	09/16/2022		09/16/2022	38.83
478550	Maintenance	Paid by Check #38137		08/08/2022	09/16/2022	09/16/2022		09/16/2022	9.75
478569	Maintenance	Paid by Check #38137		08/08/2022	09/16/2022	09/16/2022		09/16/2022	36.12
478587	Maintenance	Paid by Check #38137		08/08/2022	09/16/2022	09/16/2022		09/16/2022	156.01



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22

Report By Vendor - Invoice

Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
478604	Maintenance	Paid by Check #38137		08/08/2022	09/16/2022	09/16/2022		09/16/2022	54.78
478740	Maintenance	Paid by Check #38137		08/08/2022	09/16/2022	09/16/2022		09/16/2022	30.64
478754	Maintenance	Paid by Check #38137		08/08/2022	09/16/2022	09/16/2022		09/16/2022	9.70
478833	Maintenance	Paid by Check #38137		08/08/2022	09/16/2022	09/16/2022		09/16/2022	53.47
478911	Maintenance	Paid by Check #38137		08/09/2022	09/16/2022	09/16/2022		09/16/2022	43.82
478921	Maintenance	Paid by Check #38137		08/09/2022	09/16/2022	09/16/2022		09/16/2022	25.76
478936	Maintenance	Paid by Check #38137		08/09/2022	09/16/2022	09/16/2022		09/16/2022	6.62
478951	Maintenance	Paid by Check #38137		08/09/2022	09/16/2022	09/16/2022		09/16/2022	14.64
478978	Maintenance	Paid by Check #38137		08/09/2022	09/16/2022	09/16/2022		09/16/2022	4.97
479009	Maintenance	Paid by Check #38137		08/09/2022	09/16/2022	09/16/2022		09/16/2022	7.79
479157	Maintenance	Paid by Check #38137		08/09/2022	09/16/2022	09/16/2022		09/16/2022	50.69
479389	Maintenance	Paid by Check #38137		08/10/2022	09/16/2022	09/16/2022		09/16/2022	14.34
479409	Maintenance	Paid by Check #38137		08/10/2022	09/16/2022	09/16/2022		09/16/2022	449.90
479433	Maintenance	Paid by Check #38137		08/10/2022	09/16/2022	09/16/2022		09/16/2022	37.10
479547	Maintenance	Paid by Check #38137		08/10/2022	09/16/2022	09/16/2022		09/16/2022	9.75
479554	Maintenance	Paid by Check #38137		08/10/2022	09/16/2022	09/16/2022		09/16/2022	199.26
479638	Maintenance	Paid by Check #38137		08/10/2022	09/16/2022	09/16/2022		09/16/2022	26.29
479847	Maintenance	Paid by Check #38137		08/11/2022	09/16/2022	09/16/2022		09/16/2022	24.40
479852	Maintenance	Paid by Check #38137		08/11/2022	09/16/2022	09/16/2022		09/16/2022	25.80
479874	Maintenance	Paid by Check #38137		08/11/2022	09/16/2022	09/16/2022		09/16/2022	200.02
480063	Maintenance	Paid by Check #38137		08/11/2022	09/16/2022	09/16/2022		09/16/2022	(49.01)
480067	Maintenance	Paid by Check #38137		08/11/2022	09/16/2022	09/16/2022		09/16/2022	24.78
480135	Maintenance	Paid by Check #38137		08/11/2022	09/16/2022	09/16/2022		09/16/2022	126.93
480393	Maintenance	Paid by Check #38137		08/12/2022	09/16/2022	09/16/2022		09/16/2022	43.13
480397	Maintenance	Paid by Check #38137		08/12/2022	09/16/2022	09/16/2022		09/16/2022	24.40
480541	Maintenance	Paid by Check #38137		08/12/2022	09/16/2022	09/16/2022		09/16/2022	20.47
481243	Maintenance	Paid by Check #38137		08/14/2022	09/16/2022	09/16/2022		09/16/2022	27.48
481428	Maintenance	Paid by Check #38137		08/15/2022	09/16/2022	09/16/2022		09/16/2022	31.20
481430	Maintenance	Paid by Check #38137		08/15/2022	09/16/2022	09/16/2022		09/16/2022	12.21
481443	Maintenance	Paid by Check #38137		08/15/2022	09/16/2022	09/16/2022		09/16/2022	28.31
481467	Maintenance	Paid by Check #38137		08/15/2022	09/16/2022	09/16/2022		09/16/2022	72.24
481470	Maintenance	Paid by Check #38137		08/15/2022	09/16/2022	09/16/2022		09/16/2022	2.22
481651	Maintenance	Paid by Check #38137		08/15/2022	09/16/2022	09/16/2022		09/16/2022	33.85
481703	Maintenance	Paid by Check #38137		08/15/2022	09/16/2022	09/16/2022		09/16/2022	4.34
481887	Maintenance	Paid by Check #38137		08/16/2022	09/16/2022	09/16/2022		09/16/2022	77.95
481915	Maintenance	Paid by Check #38137		08/16/2022	09/16/2022	09/16/2022		09/16/2022	44.80
481996	Maintenance	Paid by Check #38137		08/16/2022	09/16/2022	09/16/2022		09/16/2022	183.18
482009	Maintenance	Paid by Check #38137		08/16/2022	09/16/2022	09/16/2022		09/16/2022	33.13
482016	Maintenance	Paid by Check #38137		08/16/2022	09/16/2022	09/16/2022		09/16/2022	(62.79)
482182	Maintenance	Paid by Check #38137		08/16/2022	09/16/2022	09/16/2022		09/16/2022	18.52
482299	Maintenance	Paid by Check #38137		08/16/2022	09/16/2022	09/16/2022		09/16/2022	29.26
482310	Maintenance	Paid by Check #38137		08/16/2022	09/16/2022	09/16/2022		09/16/2022	73.23



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22

Report By Vendor - Invoice

Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
482332	Maintenance	Paid by Check #38137		08/17/2022	09/16/2022	09/16/2022		09/16/2022	8.94
482348	Maintenance	Paid by Check #38137		08/17/2022	09/16/2022	09/16/2022		09/16/2022	18.42
482349	Maintenance	Paid by Check #38137		08/17/2022	09/16/2022	09/16/2022		09/16/2022	145.44
482441	Maintenance	Paid by Check #38137		08/17/2022	09/16/2022	09/16/2022		09/16/2022	27.13
482502	Maintenance	Paid by Check #38137		08/17/2022	09/16/2022	09/16/2022		09/16/2022	27.99
482580	Maintenance	Paid by Check #38137		08/17/2022	09/16/2022	09/16/2022		09/16/2022	74.83
482616	Maintenance	Paid by Check #38137		08/17/2022	09/16/2022	09/16/2022		09/16/2022	157.89
482636	Maintenance	Paid by Check #38137		08/17/2022	09/16/2022	09/16/2022		09/16/2022	40.13
482821	Maintenance	Paid by Check #38137		08/18/2022	09/16/2022	09/16/2022		09/16/2022	3.21
482824	Maintenance	Paid by Check #38137		08/18/2022	09/16/2022	09/16/2022		09/16/2022	5.56
482832	Maintenance	Paid by Check #38137		08/18/2022	09/16/2022	09/16/2022		09/16/2022	17.47
482835	Maintenance	Paid by Check #38137		08/18/2022	09/16/2022	09/16/2022		09/16/2022	18.53
482873	Maintenance	Paid by Check #38137		08/18/2022	09/16/2022	09/16/2022		09/16/2022	35.58
482874	Maintenance	Paid by Check #38137		08/18/2022	09/16/2022	09/16/2022		09/16/2022	10.14
482965	Maintenance	Paid by Check #38137		08/18/2022	09/16/2022	09/16/2022		09/16/2022	30.68
483028	Maintenance	Paid by Check #38137		08/18/2022	09/16/2022	09/16/2022		09/16/2022	156.03
483240	Maintenance	Paid by Check #38137		08/19/2022	09/16/2022	09/16/2022		09/16/2022	(157.89)
483245	Maintenance	Paid by Check #38137		08/19/2022	09/16/2022	09/16/2022		09/16/2022	157.89
483253	Maintenance	Paid by Check #38137		08/19/2022	09/16/2022	09/16/2022		09/16/2022	11.18
483273	Maintenance	Paid by Check #38137		08/19/2022	09/16/2022	09/16/2022		09/16/2022	30.53
483291	Maintenance	Paid by Check #38137		08/19/2022	09/16/2022	09/16/2022		09/16/2022	51.61
483337	Maintenance	Paid by Check #38137		08/19/2022	09/16/2022	09/16/2022		09/16/2022	14.81
483355	Maintenance	Paid by Check #38137		08/19/2022	09/16/2022	09/16/2022		09/16/2022	5.26
483360	Maintenance	Paid by Check #38137		08/19/2022	09/16/2022	09/16/2022		09/16/2022	11.06
483709	Maintenance	Paid by Check #38137		08/20/2022	09/16/2022	09/16/2022		09/16/2022	20.50
484318	Maintenance	Paid by Check #38137		08/22/2022	09/16/2022	09/16/2022		09/16/2022	32.76
484382	Maintenance	Paid by Check #38137		08/22/2022	09/16/2022	09/16/2022		09/16/2022	6.13
484440	Maintenance	Paid by Check #38137		08/22/2022	09/16/2022	09/16/2022		09/16/2022	22.52
484474	Maintenance	Paid by Check #38137		08/22/2022	09/16/2022	09/16/2022		09/16/2022	69.45
484485	Maintenance	Paid by Check #38137		08/22/2022	09/16/2022	09/16/2022		09/16/2022	63.92
484560	Maintenance	Paid by Check #38137		08/22/2022	09/16/2022	09/16/2022		09/16/2022	9.17
484561	Maintenance	Paid by Check #38137		08/22/2022	09/16/2022	09/16/2022		09/16/2022	15.52
484595	Maintenance	Paid by Check #38137		08/22/2022	09/16/2022	09/16/2022		09/16/2022	7.62
484671	Maintenance	Paid by Check #38137		08/22/2022	09/16/2022	09/16/2022		09/16/2022	672.66
484775	Maintenance	Paid by Check #38137		08/23/2022	09/16/2022	09/16/2022		09/16/2022	31.55
484795	Maintenance	Paid by Check #38137		08/23/2022	09/16/2022	09/16/2022		09/16/2022	40.10
484827	Maintenance	Paid by Check #38137		08/23/2022	09/16/2022	09/16/2022		09/16/2022	14.56
484857	Maintenance	Paid by Check #38137		08/23/2022	09/16/2022	09/16/2022		09/16/2022	20.48
484858	Maintenance	Paid by Check #38137		08/23/2022	09/16/2022	09/16/2022		09/16/2022	9.75
484924	Maintenance	Paid by Check #38137		08/23/2022	09/16/2022	09/16/2022		09/16/2022	137.46
485001	Maintenance	Paid by Check #38137		08/23/2022	09/16/2022	09/16/2022		09/16/2022	4.47
485058	Maintenance	Paid by Check #38137		08/23/2022	09/16/2022	09/16/2022		09/16/2022	9.27



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
485153	Maintenance	Paid by Check #38137		08/23/2022	09/16/2022	09/16/2022		09/16/2022	31.03
485238	Maintenance	Paid by Check #38137		08/24/2022	09/16/2022	09/16/2022		09/16/2022	121.72
485254	Maintenance	Paid by Check #38137		08/24/2022	09/16/2022	09/16/2022		09/16/2022	5.56
485286	Maintenance	Paid by Check #38137		08/24/2022	09/16/2022	09/16/2022		09/16/2022	116.91
485344	Maintenance	Paid by Check #38137		08/24/2022	09/16/2022	09/16/2022		09/16/2022	26.44
485403	Maintenance	Paid by Check #38137		08/24/2022	09/16/2022	09/16/2022		09/16/2022	26.19
485589	Maintenance	Paid by Check #38137		08/25/2022	09/16/2022	09/16/2022		09/16/2022	10.14
485614	Maintenance	Paid by Check #38137		08/25/2022	09/16/2022	09/16/2022		09/16/2022	14.34
485631	Maintenance	Paid by Check #38137		08/25/2022	09/16/2022	09/16/2022		09/16/2022	13.41
485639	Maintenance	Paid by Check #38137		08/25/2022	09/16/2022	09/16/2022		09/16/2022	119.11
485659	Maintenance	Paid by Check #38137		08/25/2022	09/16/2022	09/16/2022		09/16/2022	48.12
485829	Maintenance	Paid by Check #38137		08/25/2022	09/16/2022	09/16/2022		09/16/2022	8.94
485903	Maintenance	Paid by Check #38137		08/25/2022	09/16/2022	09/16/2022		09/16/2022	59.54
486013	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	85.02
486060	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	13.07
486081	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	9.17
486082	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	10.14
486117	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	32.21
486126	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	39.01
486127	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	20.29
486165	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	18.34
486263	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	29.43
486274	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	28.31
486279	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	20.50
486374	Maintenance	Paid by Check #38137		08/26/2022	09/16/2022	09/16/2022		09/16/2022	61.58
486566	Maintenance	Paid by Check #38137		08/27/2022	09/16/2022	09/16/2022		09/16/2022	93.09
486575	Maintenance	Paid by Check #38137		08/27/2022	09/16/2022	09/16/2022		09/16/2022	58.75
486657	Maintenance	Paid by Check #38137		08/27/2022	09/16/2022	09/16/2022		09/16/2022	6.18
486688	Maintenance	Paid by Check #38137		08/27/2022	09/16/2022	09/16/2022		09/16/2022	14.11
486886	Maintenance	Paid by Check #38137		08/28/2022	09/16/2022	09/16/2022		09/16/2022	22.09
487176	Maintenance	Paid by Check #38137		08/29/2022	09/16/2022	09/16/2022		09/16/2022	29.51
487225	Maintenance	Paid by Check #38137		08/29/2022	09/16/2022	09/16/2022		09/16/2022	13.55
487233	Maintenance	Paid by Check #38137		08/29/2022	09/16/2022	09/16/2022		09/16/2022	68.17
487614	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	43.51
487622	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	5.75
487630	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	26.89
487646	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	18.25
487647	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	28.79
487650	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	96.68
487658	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	9.93
487697	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	9.75
487773	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	29.44



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
487826	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	22.45
487843	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	90.64
487893	Maintenance	Paid by Check #38137		08/30/2022	09/16/2022	09/16/2022		09/16/2022	18.53
488091	Maintenance	Paid by Check #38137		08/31/2022	09/16/2022	09/16/2022		09/16/2022	370.96
488095	Maintenance	Paid by Check #38137		08/31/2022	09/16/2022	09/16/2022		09/16/2022	31.03
488355	Maintenance	Paid by Check #38137		08/31/2022	09/16/2022	09/16/2022		09/16/2022	7.40
488438	Maintenance	Paid by Check #38137		08/31/2022	09/16/2022	09/16/2022		09/16/2022	26.34
Vendor 4 - Dinuba Lumber Company Totals							Invoices	175	\$8,064.16
Vendor 62 - Ed Dena's Auto Center									
311906	REPAIR PART FOR U 31	Paid by Check #38138		08/25/2022	09/16/2022	09/16/2022		09/16/2022	466.15
311964	REPAIR PART(S) FOR PD 33	Paid by Check #38138		08/25/2022	09/16/2022	09/16/2022		09/16/2022	39.92
Vendor 62 - Ed Dena's Auto Center Totals							Invoices	2	\$506.07
Vendor 309 - Elbert Distributing									
22035370	LUBRICANTS AND FUELS	Paid by Check #38139		08/25/2022	09/16/2022	09/16/2022		09/16/2022	208.65
Vendor 309 - Elbert Distributing Totals							Invoices	1	\$208.65
Vendor 1506 - Enterprise FM Trust									
FBN4555618	Fy 22/23-Parks/L&L-Leased truck pymnt	Paid by Check #38140		09/03/2022	09/16/2022	09/16/2022	09/09/2022	09/16/2022	1,802.72
FBN4555539	ENTERPRISE - FLEET LEASE PAYMENT	Paid by Check #38140		09/03/2022	09/16/2022	09/16/2022		09/16/2022	6,848.84
Vendor 1506 - Enterprise FM Trust Totals							Invoices	2	\$8,651.56
Vendor 1591 - Environment Control									
16814-299	JANITORIAL SERVICES - SEPTEMBER 2022	Paid by Check #38141		09/01/2022	09/16/2022	09/16/2022		09/16/2022	6,621.97
Vendor 1591 - Environment Control Totals							Invoices	1	\$6,621.97
Vendor 36 - Ewing Irrigation Products									
17761969	Fy 22/23-Parks-solenoid kit	Paid by Check #38142		09/09/2022	09/16/2022	09/16/2022	09/12/2022	09/16/2022	387.74
17762017	Fy 22/23-L&L-10-12ft Rotator	Paid by Check #38142		09/09/2022	09/16/2022	09/16/2022	09/12/2022	09/16/2022	59.65
Vendor 36 - Ewing Irrigation Products Totals							Invoices	2	\$447.39
Vendor 1703 - Dennis Fernandez									
972022	BOOT ALLOWANCE REIMBURSEMENT - DENNIS FERNANDEZ FY 22/23	Paid by Check #38143		09/07/2022	09/16/2022	09/16/2022		09/16/2022	170.35
Vendor 1703 - Dennis Fernandez Totals							Invoices	1	\$170.35
Vendor 1833 - Fidelity National Title									
FFOM-20122022351	PRELIMINARY TITLE REPORT 6208 AVENUE 408	Paid by Check #38222		05/31/2022	06/10/2022	06/10/2022		09/16/2022	750.00
Vendor 1833 - Fidelity National Title Totals							Invoices	1	\$750.00



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1244 - Fire Apparatus Solutions									
23635	REPAIR PART(S) FOR E 31	Paid by Check #38144		08/10/2022	09/16/2022	09/16/2022		09/16/2022	972.05
23652	REPAIR PART(S) FOR E 31	Paid by Check #38144		08/12/2022	09/16/2022	09/16/2022		09/16/2022	1,993.08
Vendor 1244 - Fire Apparatus Solutions Totals							Invoices	2	\$2,965.13
Vendor 18 - The Gas Company									
099015580089/22	405 E El Monte Way 08/04/22-09/02/22	Paid by Check #38146		09/07/2022	09/16/2022	09/16/2022		09/16/2022	38.00
1263155600308/22	DSC - Gas 08/04 - 09/02/22	Paid by Check #38145		09/07/2022	09/16/2022	09/16/2022		09/16/2022	19.91
Vendor 18 - The Gas Company Totals							Invoices	2	\$57.91
Vendor 712 - GLS US									
4800943	POSTAGE	Paid by Check #38147		08/28/2022	09/16/2022	09/16/2022		09/16/2022	8.34
Vendor 712 - GLS US Totals							Invoices	1	\$8.34
Vendor 605 - Frank Guerra									
09/12/2022	Anthem Reimb 09/01/2022-09/30/2022	Paid by Check #38148		09/12/2022	09/12/2022	09/12/2022		09/16/2022	228.38
Vendor 605 - Frank Guerra Totals							Invoices	1	\$228.38
Vendor 139 - Henry Schein Inc.									
24847582	Supplies	Paid by Check #38149		08/29/2022	09/16/2022	09/16/2022		09/16/2022	1,468.60
24860276	Supplies	Paid by Check #38149		08/29/2022	09/16/2022	09/16/2022		09/16/2022	1,473.08
21902376	Credit Memo	Paid by Check #38149		09/01/2022	09/16/2022	09/16/2022		09/16/2022	(108.59)
25025783	Supplies	Paid by Check #38149		09/01/2022	09/16/2022	09/16/2022		09/16/2022	118.00
Vendor 139 - Henry Schein Inc. Totals							Invoices	4	\$2,951.09
Vendor 174 - Howard's Pest Control									
107874	September 2022	Paid by Check #38150		09/06/2022	09/16/2022	09/16/2022		09/16/2022	93.00
107868	Fy 22/23-Sportsplex-Pest control for plex	Paid by Check #38150		09/06/2022	09/16/2022	09/16/2022	09/06/2022	09/16/2022	117.00
107886	Fy 22/23-Parks-Pest control service for KC park	Paid by Check #38150		09/06/2022	09/16/2022	09/16/2022	09/06/2022	09/16/2022	46.00
107930	Fy 22/23-Parks-Pest control service for Vuich park	Paid by Check #38150		09/07/2022	09/16/2022	09/16/2022	09/07/2022	09/16/2022	75.00
107855	PEST CONTROL SERVICES - WWTP	Paid by Check #38150		09/02/2022	09/16/2022	09/16/2022		09/16/2022	55.00
107884	PEST CONTROL SERVICES - PW	Paid by Check #38150		09/06/2022	09/16/2022	09/16/2022		09/16/2022	135.00
Vendor 174 - Howard's Pest Control Totals							Invoices	6	\$521.00
Vendor 974 - InfoSend, Inc.									
215378	FY 2022 Yellow Highlighting June 2022 STMT	Paid by Check #38151		06/30/2022	09/16/2022	09/16/2022		09/16/2022	81.70
Vendor 974 - InfoSend, Inc. Totals							Invoices	1	\$81.70



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 213 - Javelina Trading Company									
2208027	TOOLS FOR WATER DEPT	Paid by Check #38152		08/31/2022	09/16/2022	09/16/2022		09/16/2022	2,998.57
Vendor 213 - Javelina Trading Company Totals							Invoices	1	\$2,998.57
Vendor 1718 - JCL Company, LLC									
CEP29248860	FLEET TOOLS	Paid by Check #38153		08/23/2022	09/16/2022	09/16/2022		09/16/2022	131.83
CEP29574970	FLEET TOOLS	Paid by Check #38153		09/06/2022	09/16/2022	09/16/2022		09/16/2022	94.67
Vendor 1718 - JCL Company, LLC Totals							Invoices	2	\$226.50
Vendor 5 - Jorgensen & Co.									
6020411	Annual Sprinkler Service- Transit Center	Paid by Check #38154		08/16/2022	09/16/2022	09/16/2022		09/16/2022	500.00
Vendor 5 - Jorgensen & Co. Totals							Invoices	1	\$500.00
Vendor 216 - Key Design Locksmithing									
16633	Fy 22/23-CS-Service call for new security door in rec office	Paid by Check #38155		08/30/2022	09/16/2022	09/16/2022	09/09/2022	09/16/2022	121.70
16637	Fy 22/23-CS-Repairs & rekey @ storage shed/concess @ R.Prk	Paid by Check #38155		09/06/2022	09/16/2022	09/16/2022	09/09/2022	09/16/2022	330.34
Vendor 216 - Key Design Locksmithing Totals							Invoices	2	\$452.04
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc.									
156751	SERVICE MONTH JULY 2022	Paid by Check #38156		08/04/2022	09/16/2022	09/16/2022		09/16/2022	360.00
159181	Fy 22/23-CS-Drug screen for CS/Parks staff new hires	Paid by Check #38156		09/08/2022	09/16/2022	09/16/2022	09/12/2022	09/16/2022	360.00
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc. Totals							Invoices	2	\$720.00
Vendor 1768 - Kings Medical Center									
156561	Schaub	Paid by Check #38157		08/04/2022	09/16/2022	09/16/2022		09/16/2022	750.94
Vendor 1768 - Kings Medical Center Totals							Invoices	1	\$750.94
Vendor 449 - Les Schwab Tire Centers of Central California									
55100290764	ALIGNMENT FOR PD 10	Paid by Check #38158		08/31/2022	09/16/2022	09/16/2022		09/16/2022	129.99
Vendor 449 - Les Schwab Tire Centers of Central California Totals							Invoices	1	\$129.99
Vendor 1587 - MacLeod Watts, Inc.									
090722Dinuba	FY 2022 GASB 75 reporting & Post-Employment Benefit programs	Paid by Check #38159		09/07/2022	09/12/2022	09/12/2022		09/16/2022	7,350.00
Vendor 1587 - MacLeod Watts, Inc. Totals							Invoices	1	\$7,350.00
Vendor 160 - Mid Valley Publishing Inc.									
0326254-IN	PHN CASTLEROCK	Paid by Check #38160		07/14/2022	09/16/2022	09/16/2022		09/16/2022	107.50
0326439-IN	Notice to Bid/EI Monte Sewer	Paid by Check #38160		08/11/2022	09/16/2022	09/16/2022		09/16/2022	540.00
0326493-IN	PHN APP 2022-10	Paid by Check #38160		08/25/2022	09/16/2022	09/16/2022		09/16/2022	105.00



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor 160 - Mid Valley Publishing Inc. Totals	Invoices			3		\$752.50
Vendor 22 - Moore Twining Associates Inc.									
2375568	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38161		08/30/2022	09/16/2022	09/16/2022		09/16/2022	88.00
2375574	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38161		08/30/2022	09/16/2022	09/16/2022		09/16/2022	88.00
2375675	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #38161		08/31/2022	09/16/2022	09/16/2022		09/16/2022	70.00
2375706	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38161		09/01/2022	09/16/2022	09/16/2022		09/16/2022	88.00
2375716	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38161		09/01/2022	09/16/2022	09/16/2022		09/16/2022	88.00
2375760	BIOSOLIDS MONITORING	Paid by Check #38161		09/02/2022	09/16/2022	09/16/2022		09/16/2022	1,265.00
2375869	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #38161		09/06/2022	09/16/2022	09/16/2022		09/16/2022	108.00
2375964	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38161		09/08/2022	09/16/2022	09/16/2022		09/16/2022	88.00
2375998	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38161		09/08/2022	09/16/2022	09/16/2022		09/16/2022	88.00
			Vendor 22 - Moore Twining Associates Inc. Totals	Invoices			9		\$1,971.00
Vendor 884 - Napa Auto Parts									
58529	Vehicles	Paid by Check #38162		08/01/2022	09/16/2022	09/12/2022		09/16/2022	287.51
58596	Vehicles	Paid by Check #38162		08/02/2022	09/16/2022	09/12/2022		09/16/2022	287.51
58703	Vehicles	Paid by Check #38162		08/03/2022	09/16/2022	09/12/2022		09/16/2022	9.79
58714	Vehicles	Paid by Check #38162		08/03/2022	09/16/2022	09/12/2022		09/16/2022	7.73
58718	Vehicles	Paid by Check #38162		08/03/2022	09/16/2022	09/12/2022		09/16/2022	420.94
58725	Vehicles	Paid by Check #38162		08/03/2022	09/16/2022	09/12/2022		09/16/2022	(7.73)
58763	Vehicles	Paid by Check #38162		08/03/2022	09/16/2022	09/12/2022		09/16/2022	3.53
58810	Vehicles	Paid by Check #38162		08/04/2022	09/16/2022	09/12/2022		09/16/2022	48.00
58811	Vehicles	Paid by Check #38162		08/04/2022	09/16/2022	09/12/2022		09/16/2022	34.58
58952	Vehicles	Paid by Check #38162		08/08/2022	09/16/2022	09/12/2022		09/16/2022	19.92
59004	Vehicles	Paid by Check #38162		08/08/2022	09/16/2022	09/12/2022		09/16/2022	(40.19)
59011	Vehicles	Paid by Check #38162		08/08/2022	09/16/2022	09/12/2022		09/16/2022	271.18
59067	Vehicles	Paid by Check #38162		08/09/2022	09/16/2022	09/12/2022		09/16/2022	2.48
59121	Vehicles	Paid by Check #38162		08/09/2022	09/16/2022	09/12/2022		09/16/2022	(287.51)
59219	Vehicles	Paid by Check #38162		08/11/2022	09/16/2022	09/12/2022		09/16/2022	87.87
59224	Vehicles	Paid by Check #38162		08/11/2022	09/16/2022	09/12/2022		09/16/2022	317.88
59236	Vehicles	Paid by Check #38162		08/11/2022	09/16/2022	09/12/2022		09/16/2022	25.84
59338	Vehicles	Paid by Check #38162		08/12/2022	09/16/2022	09/12/2022		09/16/2022	26.17
59407	Vehicles	Paid by Check #38162		08/15/2022	09/16/2022	09/12/2022		09/16/2022	81.36
59428	Vehicles	Paid by Check #38162		08/15/2022	09/16/2022	09/12/2022		09/16/2022	294.39
59434	Vehicles	Paid by Check #38162		08/15/2022	09/16/2022	09/12/2022		09/16/2022	115.52



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
59468	Vehicles	Paid by Check #38162		08/15/2022	09/16/2022	09/12/2022		09/16/2022	22.77
59539	Vehicles	Paid by Check #38162		08/16/2022	09/16/2022	09/12/2022		09/16/2022	375.39
59718	Vehicles	Paid by Check #38162		08/18/2022	09/16/2022	09/12/2022		09/16/2022	266.94
59722	Vehicles	Paid by Check #38162		08/18/2022	09/16/2022	09/12/2022		09/16/2022	62.28
59736	Vehicles	Paid by Check #38162		08/18/2022	09/16/2022	09/12/2022		09/16/2022	(335.30)
59921	Vehicles	Paid by Check #38162		08/23/2022	09/16/2022	09/12/2022		09/16/2022	40.48
59961	Vehicles	Paid by Check #38162		08/23/2022	09/16/2022	09/12/2022		09/16/2022	30.85
60066	Vehicles	Paid by Check #38162		08/24/2022	09/16/2022	09/12/2022		09/16/2022	49.00
60090	Vehicles	Paid by Check #38162		08/25/2022	09/16/2022	09/12/2022		09/16/2022	62.71
60162	Vehicles	Paid by Check #38162		08/25/2022	09/16/2022	09/12/2022		09/16/2022	63.29
60164	Vehicles	Paid by Check #38162		08/25/2022	09/16/2022	09/12/2022		09/16/2022	557.65
60165	Vehicles	Paid by Check #38162		08/25/2022	09/16/2022	09/12/2022		09/16/2022	396.82
60206	Vehicles	Paid by Check #38162		08/25/2022	09/16/2022	09/12/2022		09/16/2022	846.27
60338	Vehicles	Paid by Check #38162		08/30/2022	09/16/2022	09/12/2022		09/16/2022	25.35
60359	Vehicles	Paid by Check #38162		08/30/2022	09/16/2022	09/12/2022		09/16/2022	13.55
60377	Vehicles	Paid by Check #38162		08/30/2022	09/16/2022	09/12/2022		09/16/2022	6.17
			Vendor	884 - Napa Auto Parts Totals			Invoices	37	\$4,490.99
Vendor 392 - O'Reilly Auto Parts									
3641-475124	Supplies	Paid by Check #38163		08/12/2022	09/16/2022	09/16/2022		09/16/2022	17.33
			Vendor	392 - O'Reilly Auto Parts Totals			Invoices	1	\$17.33
Vendor 142 - Office Depot BSD									
263261257001	Office Supplies	Paid by Check #38164		08/29/2022	09/16/2022	09/16/2022		09/16/2022	68.93
260678522001	AMB Office Supplies	Paid by Check #38164		08/30/2022	09/16/2022	09/16/2022		09/16/2022	48.84
264846088001	Office Supplies	Paid by Check #38164		08/31/2022	09/16/2022	09/16/2022		09/16/2022	30.55
260678522002	Office Supplies	Paid by Check #38164		09/07/2022	09/16/2022	09/16/2022		09/16/2022	6.34
258595944001	Office Supplies - Office Depot	Paid by Check #38164		08/25/2022	09/16/2022	09/16/2022		09/16/2022	518.33
			Vendor	142 - Office Depot BSD Totals			Invoices	5	\$672.99
Vendor 1773 - Pace Supply Corp.									
197954544	WATER DEPT SUPPLIES	Paid by Check #38165		08/25/2022	09/16/2022	09/16/2022		09/16/2022	3,906.76
			Vendor	1773 - Pace Supply Corp. Totals			Invoices	1	\$3,906.76
Vendor 76 - Pacific Gas & Electric									
900149822938/22	405 E El Monte Way 07/28/22-08/28/22	Paid by Check #38172		08/31/2022	09/16/2022	09/16/2022		09/16/2022	1,793.35
962476921959/22	225 S L ST 08/09/22-09/07/22	Paid by Check #38181		09/08/2022	09/16/2022	09/16/2022		09/16/2022	325.76
134955182538/22	L & L 1300 SAGINAW AVE 07/27/22-08/25/22	Paid by Check #38166		08/26/2022	09/16/2022	09/16/2022		09/16/2022	27.75
360067439048/22	L & L 698 N LINCOLN AVE 07/27/22-08/25/22	Paid by Check #38167		08/26/2022	09/16/2022	09/16/2022		09/16/2022	14.25
468994256008/22	L & L 1101 VISCAYA PKWY 07/27/22-08/25/22	Paid by Check #38168		08/26/2022	09/16/2022	09/16/2022		09/16/2022	10.96



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
790546574288/22	L & L 1150 E NEBRASKA AVE 07/27/22-08/25/22	Paid by Check #38170		08/26/2022	09/16/2022	09/16/2022		09/16/2022	9.86
811658854358/22	L & L 1920 E LAUREN AVE 07/27/22-08/25/22	Paid by Check #38171		08/26/2022	09/16/2022	09/16/2022		09/16/2022	63.37
678266701758/22	L & L ALICE & W NORTH WAY 07/27/22-08/25/22	Paid by Check #38169		08/30/2022	09/16/2022	09/16/2022		09/16/2022	146.27
168660015858/22	2255 W EL MONTE WAY - 07/29/22-08/29/22	Paid by Check #38173		08/30/2022	09/16/2022	09/16/2022		09/16/2022	74.89
212523687138/22	1215 W EL MONTE WAY - 07/29/22-08/29/22	Paid by Check #38174		08/30/2022	09/16/2022	09/16/2022		09/16/2022	26.28
335464179668/22	KAMM & O ST - 07/29/22- 08/29/22	Paid by Check #38175		08/30/2022	09/16/2022	09/16/2022		09/16/2022	302.18
506469548398/22	CRAWFORD & EL MONTE SW - 07/29/22-08/29/22	Paid by Check #38176		08/30/2022	09/16/2022	09/16/2022		09/16/2022	118.32
839793222588/22	3481 W EL MONTE WAY - 07/29/22-08/29/22	Paid by Check #38177		08/30/2022	09/16/2022	09/16/2022		09/16/2022	26.28
898192338788/22	150 W SAGINAW AVE - 07/29/22- 08/29/22	Paid by Check #38179		08/30/2022	09/16/2022	09/16/2022		09/16/2022	72.83
923705812638/22	2813 W EL MONTE WAY - 07/29/22-08/29/22	Paid by Check #38180		08/30/2022	09/16/2022	09/16/2022		09/16/2022	28.15
863399039989/22	WELL #14 SIERRA WAY - 07/29/22-08/29/22	Paid by Check #38178		09/01/2022	09/16/2022	09/16/2022		09/16/2022	26.28
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	16	\$3,066.78
Vendor 7 - Pena's Disposal Services									
9/22 for 8/22	September 2022 Payment for August 2022 Monthly Disposal Charges	Paid by Check #38182		09/12/2022	09/16/2022	09/16/2022		09/16/2022	133,833.96
October 2022	Contract Disposal Payment for October 2022	Paid by Check #38182		10/01/2022	09/16/2022	09/16/2022		09/16/2022	60,000.00
677000	Cust No. 01-153360	Paid by Check #38182		08/22/2022	09/16/2022	09/16/2022		09/16/2022	1,471.62
			Vendor 7 - Pena's Disposal Services Totals				Invoices	3	\$195,305.58
Vendor 968 - Quic Shop Markets, Inc.									
10581	CAR WASHES - SEPTEMBER 2022	Paid by Check #38183		09/01/2022	09/16/2022	09/16/2022		09/16/2022	8.00
			Vendor 968 - Quic Shop Markets, Inc. Totals				Invoices	1	\$8.00
Vendor 38 - Reedley Irrigation System									
RIS-POS02-41349	WATER DEPT SUPPLIES	Paid by Check #38184		08/24/2022	09/16/2022	09/16/2022		09/16/2022	56.04
			Vendor 38 - Reedley Irrigation System Totals				Invoices	1	\$56.04
Vendor 124 - Reedley Veterinary Hospital									
96	PD - Veterinary Fees / August Disposal Fee	Paid by Check #38185		09/01/2022	09/16/2022	09/16/2022		09/16/2022	1,330.00
			Vendor 124 - Reedley Veterinary Hospital Totals				Invoices	1	\$1,330.00



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1526 - Robert Soria Trucking									
15066	BASE ROCK, FILL SAND	Paid by Check #38186		08/29/2022	09/16/2022	09/16/2022		09/16/2022	480.00
		Vendor 1526 - Robert Soria Trucking Totals				Invoices	1		\$480.00
Vendor 370 - Robert V. Jensen, Inc.									
0058776-IN	REPAIR PART(S) FOR E 231	Paid by Check #38187		08/16/2022	09/16/2022	09/16/2022		09/16/2022	493.09
		Vendor 370 - Robert V. Jensen, Inc. Totals				Invoices	1		\$493.09
Vendor 1677 - Rodeo Wild West									
101788	BOOT ALLOWANCE - PABLO VELAZQUEZ FY 2223	Paid by Check #38188		08/23/2022	09/16/2022	09/16/2022		09/16/2022	200.00
		Vendor 1677 - Rodeo Wild West Totals				Invoices	1		\$200.00
Vendor 1001 - Sacramento Metropolitan Fire District									
2000001017	GEMT SFY 2017/18 1% ADMIN FEE	Paid by Check #38189		07/22/2019	09/16/2022	09/16/2022		09/16/2022	1,430.28
2000001098	GEMT SFY 2017/18 CPT REIM	Paid by Check #38189		07/26/2019	09/16/2022	09/16/2022		09/16/2022	4,256.41
		Vendor 1001 - Sacramento Metropolitan Fire District Totals				Invoices	2		\$5,686.69
Vendor 42 - Scout Specialties									
158060	FLEET SUPPLIES	Paid by Check #38190		08/05/2022	09/16/2022	09/16/2022		09/16/2022	65.10
158308	FLEET SUPPLIES	Paid by Check #38190		08/15/2022	09/16/2022	09/16/2022		09/16/2022	80.29
158475	STREET SUPPLIES	Paid by Check #38190		08/19/2022	09/16/2022	09/16/2022		09/16/2022	24.96
		Vendor 42 - Scout Specialties Totals				Invoices	3		\$170.35
Vendor 409 - The Shirt Shak									
722	Fy 22/23-Sports Prog-T-shirts for soccer season 2022	Paid by Check #38191		08/16/2022	09/16/2022	09/16/2022	09/08/2022	09/16/2022	6,697.91
		Vendor 409 - The Shirt Shak Totals				Invoices	1		\$6,697.91
Vendor 1691 - Silver & Wright LLP									
30187	740 Harvard - Services for August 2022	Paid by Check #38192		09/01/2022	09/16/2022	09/16/2022		09/16/2022	2,786.30
		Vendor 1691 - Silver & Wright LLP Totals				Invoices	1		\$2,786.30
Vendor 1396 - Social Vocational Services, Inc.									
40H2204-IN	Fy 22/23-Parks-Grounds Maint for August, 2022	Paid by Check #38193		08/31/2022	09/16/2022	09/16/2022	08/08/2022	09/16/2022	1,524.54
		Vendor 1396 - Social Vocational Services, Inc. Totals				Invoices	1		\$1,524.54
Vendor 431 - Sparkletts									
9406519 090122	Fy 22/23-Dept bottled water service	Paid by Check #38194		09/01/2022	09/16/2022	09/16/2022	09/06/2022	09/16/2022	195.11
		Vendor 431 - Sparkletts Totals				Invoices	1		\$195.11
Vendor 1813 - ST. FRANCIS ELECTRIC, LLC									



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
1	St. Francis South College Illumination	Paid by Check #38195		09/02/2022	09/16/2022	09/16/2022		09/16/2022	23,904.85
		Vendor 1813 - ST. FRANCIS ELECTRIC, LLC Totals				Invoices	1		\$23,904.85
Vendor 189 - Terminix International									
424282687	CH-405 E EL MONTE WAY 08/12/2022	Paid by Check #38196		08/12/2022	09/16/2022	09/16/2022		09/16/2022	66.00
424298363	Fy 22/23-CS-Pest control service for rec center	Paid by Check #38196		08/26/2022	09/16/2022	09/16/2022	09/12/2022	09/16/2022	79.00
424142231	PD - Pest Control Service	Paid by Check #38196		08/26/2022	09/16/2022	09/16/2022		09/16/2022	64.00
		Vendor 189 - Terminix International Totals				Invoices	3		\$209.00
Vendor 1564 - The Home Depot Pro									
699289161	DISINFECTANT CLEANER	Paid by Check #38197		08/02/2022	09/16/2022	09/16/2022		09/16/2022	210.14
703206987	REFUND FOR DISINFECTANT	Paid by Check #38197		08/23/2022	09/16/2022	09/16/2022		09/16/2022	(58.37)
		Vendor 1564 - The Home Depot Pro Totals				Invoices	2		\$151.77
Vendor 1082 - 3R Construction or The Island Convention Center									
005032	Fy 22/23-CS-Install of 2nd push button for security door	Paid by Check #38198		09/08/2022	09/16/2022	09/16/2022	09/08/2022	09/16/2022	1,135.00
		Vendor 1082 - 3R Construction or The Island Convention Center Totals				Invoices	1		\$1,135.00
Vendor 426 - Tioga Solar									
1060267272	TIOGA - SOLAR PRODUCTION, AUGUST 2022	Paid by Check #38199		08/31/2022	09/16/2022	09/16/2022		09/16/2022	43,170.49
		Vendor 426 - Tioga Solar Totals				Invoices	1		\$43,170.49
Vendor 311 - Top Dog Training Center									
1597	PD - Maintenance Training / K9 Enzo & Zeus	Paid by Check #38200		09/06/2022	09/16/2022	09/16/2022		09/16/2022	180.00
1598	PD - Maintenance Training / K9 Zeus	Paid by Check #38200		09/10/2022	09/16/2022	09/16/2022		09/16/2022	90.00
		Vendor 311 - Top Dog Training Center Totals				Invoices	2		\$270.00
Vendor 329 - Townsend Public Affairs									
18857	CONSULTING SEPTEMBER 2022	Paid by Check #38201		09/01/2022	09/16/2022	09/16/2022		09/16/2022	5,000.00
		Vendor 329 - Townsend Public Affairs Totals				Invoices	1		\$5,000.00
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4003577309	LITTER VACUUM LEASE PAYMENT	Paid by Check #38202		08/15/2022	09/16/2022	09/16/2022		09/16/2022	950.73
4003586901	POLARIS LEASE PAYMENT	Paid by Check #38202		08/29/2022	09/16/2022	09/16/2022		09/16/2022	296.74
		Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals				Invoices	2		\$1,247.47
Vendor 902 - Tractor Supply Credit Plan									
0027 08/30/2022	PD - K-9 food	Paid by Check #38203		08/30/2022	09/16/2022	09/16/2022		09/16/2022	286.40



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 902 - Tractor Supply Credit Plan Totals				Invoices			1		\$286.40
Vendor 561 - America Trevino									
09/12/2022	Anthem Reimb 09/01/2022-09/30/2022	Paid by Check #38204		09/12/2022	09/12/2022	09/12/2022		09/16/2022	201.38
Vendor 561 - America Trevino Totals				Invoices			1		\$201.38
Vendor 1352 - Trizetto Provider Solutions, LLC									
3U25092200	SERVICE MONTH SEPTEMBER 2022	Paid by Check #38205		09/01/2022	09/16/2022	09/16/2022		09/16/2022	216.72
Vendor 1352 - Trizetto Provider Solutions, LLC Totals				Invoices			1		\$216.72
Vendor 49 - Tulare County									
19339	Banners	Paid by Check #38207		09/12/2022	09/16/2022	09/16/2022		09/16/2022	494.57
SJVH Montebella	NOD Tulare County Montebella	Paid by Check #38206		09/14/2022	09/16/2022	09/16/2022		09/16/2022	2,606.00
Vendor 49 - Tulare County Totals				Invoices			2		\$3,100.57
Vendor 58 - Underground Service Alert									
115101USB22	CA STATE FEE FOR REGULATORY COSTS - 7/1/22-6/30/23	Paid by Check #38208		07/26/2022	09/16/2022	09/16/2022		09/16/2022	397.53
Vendor 58 - Underground Service Alert Totals				Invoices			1		\$397.53
Vendor 273 - US Bank									
480911932	ACCT# 530029 - PW COPIER CHARGES	Paid by Check #38209		08/26/2022	09/16/2022	09/16/2022		09/16/2022	806.46
Vendor 273 - US Bank Totals				Invoices			1		\$806.46
Vendor 154 - USA Bluebook									
088165	WATER DEPT SUPPLIES	Paid by Check #38210		08/23/2022	09/16/2022	09/16/2022		09/16/2022	676.30
Vendor 154 - USA Bluebook Totals				Invoices			1		\$676.30
Vendor 359 - Valero Marketing & Supply Company									
83594353	FD Fuel for August 2022	Paid by EFT #2134		09/06/2022	09/16/2022	09/16/2022		09/16/2022	10,699.82
83588342	PW Fuel for August 2022	Paid by EFT #2135		09/06/2022	09/16/2022	09/16/2022		09/16/2022	9,621.45
Vendor 359 - Valero Marketing & Supply Company Totals				Invoices			2		\$20,321.27
Vendor 201 - Valley Farm Services, Inc.									
25894	MASTICATE POND ON DAVIS & ALTA	Paid by Check #38211		07/15/2022	09/16/2022	09/16/2022		09/16/2022	3,500.00
Vendor 201 - Valley Farm Services, Inc. Totals				Invoices			1		\$3,500.00
Vendor 129 - Valley Industrial & Family Medical Group									
466647	DOT EXAM - ADAM FLORES	Paid by Check #38212		08/29/2022	09/16/2022	09/16/2022		09/16/2022	115.00
Vendor 129 - Valley Industrial & Family Medical Group Totals				Invoices			1		\$115.00
Vendor 354 - Verizon Wireless									



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
9913490507	ADMIN PHONE CHARGES	Paid by Check #38213		08/14/2022	09/16/2022	09/16/2022		09/16/2022	263.05
Vendor 354 - Verizon Wireless Totals									\$263.05
Vendor 1444 - Video Inspection Specialists, Inc.									
8277	STORM DRAIN INSPECTION	Paid by Check #38214		08/19/2022	09/16/2022	09/16/2022		09/16/2022	1,290.00
Vendor 1444 - Video Inspection Specialists, Inc. Totals									\$1,290.00
Vendor 403 - Visalia Times-Delta									
TD0054706 09/22	PD - September 2022 Service	Paid by Check #38215		09/01/2022	09/16/2022	09/16/2022		09/16/2022	35.00
Vendor 403 - Visalia Times-Delta Totals									\$35.00
Vendor 820 - Vulcan Materials Company									
73390842	AGGREGATE & ASPHALT	Paid by Check #38216		08/31/2022	09/16/2022	09/16/2022		09/16/2022	1,079.96
Vendor 820 - Vulcan Materials Company Totals									\$1,079.96
Vendor 14 - W & E Electric									
2208010	DAVIS & NEWTON LIFT STATION	Paid by Check #38217		08/01/2022	09/16/2022	09/16/2022		09/16/2022	100.00
	, CHEC VFDS								
2208035	REPLACE BURNT PINS ON PLUG	Paid by Check #38217		08/03/2022	09/16/2022	09/16/2022		09/16/2022	705.32
	FOR AERATOR PUMP - WWTP								
2208064	Well #14 Rewired Switch on	Paid by Check #38217		08/03/2022	09/16/2022	09/16/2022		09/16/2022	445.00
	Terminal Board								
2208009	DAVIS & ALTA LIFT STATION,	Paid by Check #38217		08/04/2022	09/16/2022	09/16/2022		09/16/2022	100.00
	CHECK DIS SWITCH								
2208034	ALTA & SAGINAW LIGHT POLES	Paid by Check #38217		08/09/2022	09/16/2022	09/16/2022		09/16/2022	242.04
2208062	NORTH WAY STORM LIFT PUMP,	Paid by Check #38217		08/17/2022	09/16/2022	09/16/2022		09/16/2022	100.00
	CHECK PUMP								
2208063	DAVIS & ALTA STROM LIFT PUMP	Paid by Check #38217		08/17/2022	09/16/2022	09/16/2022		09/16/2022	267.42
2208093	AIR GAP UNIT NOT RUNNING -	Paid by Check #38217		08/18/2022	09/16/2022	09/16/2022		09/16/2022	150.00
	WWTP								
2208092	DROP OFF LAMPS FOR LIFT	Paid by Check #38217		08/19/2022	09/16/2022	09/16/2022		09/16/2022	17.54
	STATION								
Vendor 14 - W & E Electric Totals									\$2,127.32
Vendor 1280 - Willdan Engineering									
00336597	BUILDING PLAN CHECK	Paid by Check #38218		08/19/2022	09/16/2022	09/16/2022		09/16/2022	1,925.00
Vendor 1280 - Willdan Engineering Totals									\$1,925.00
Vendor 1382 - XiO, Inc.									
20122656	Quarterly SCADA Payment	Paid by Check #38219		09/15/2022	09/16/2022	09/16/2022		09/16/2022	2,967.00
Vendor 1382 - XiO, Inc. Totals									\$2,967.00
Vendor 1067 - Yamabe & Horn Engineering Inc.									
475919	FY 21/22 Y&H Building Official	Paid by Check #38220		05/04/2022	09/16/2022	09/16/2022		09/16/2022	5,050.00
476107	FY 21/22 Y&H Encroachment	Paid by Check #38220		06/07/2022	09/16/2022	09/16/2022		09/16/2022	6,696.65
	Permit Inspections								



Accounts Payable Invoice Report

Payment Date Range 09/10/22 - 09/16/22
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
4760659	Y&H WWTP Clarifier	Paid by Check #38220		09/08/2022	09/16/2022	09/16/2022			1,777.87
Vendor 1067 - Yamabe & Horn Engineering Inc.		Totals				Invoices	3		\$13,524.52
Vendor 1313 - Yepez Plumbing									
7906	Repairs	Paid by Check #38221		08/31/2022	09/16/2022	09/16/2022		09/16/2022	430.00
Vendor 1313 - Yepez Plumbing		Totals				Invoices	1		\$430.00
Grand Totals						Invoices	403		\$656,857.63



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 385 - 4 Creeks, Inc.									
25506	4 Creeks Euclid Ave Extension	Paid by Check #38223		07/15/2022	09/23/2022	09/23/2022		09/23/2022	1,875.00
25753	4 Creeks Entertainment Plaza Restrooms	Paid by Check #38223		08/16/2022	09/23/2022	09/23/2022		09/23/2022	5,575.00
25755	4 Creeks CIP Project	Paid by Check #38223		08/16/2022	09/23/2022	09/23/2022		09/23/2022	21,391.25
25760	4 Creeks General Engineering	Paid by Check #38223		08/16/2022	09/23/2022	09/23/2022		09/23/2022	9,179.61
25770	4 Creeks Subdivision Development	Paid by Check #38223		08/16/2022	09/23/2022	09/23/2022		09/23/2022	31,876.26
Vendor 385 - 4 Creeks, Inc. Totals							Invoices	5	\$69,897.12
Vendor 1538 - American River Benefit Administrators									
#8461 4th Q 22	#8461 4th Q 2022	Paid by Check #38224		09/01/2022	09/23/2022	09/23/2022		09/23/2022	81.00
Vendor 1538 - American River Benefit Administrators Totals							Invoices	1	\$81.00
Vendor 20 - Ameritas Life Insurance									
10/1/22-10/31/22	010-007745-00000	Paid by Check #38225		09/01/2022	09/23/2022	09/23/2022		09/23/2022	25,015.28
Vendor 20 - Ameritas Life Insurance Totals							Invoices	1	\$25,015.28
Vendor 351 - Anthem Blue Cross									
000247547149	HARMAN 862W04709 09/01/22-11/30/22	Paid by Check #38233		08/07/2022	09/23/2022	09/23/2022		09/23/2022	425.73
000250910732	MEDDERS 975A79192 10/01/2022-10/31/2022	Paid by Check #38228		09/04/2022	09/23/2022	09/23/2022		09/23/2022	92.00
000250923802	TYLER 299A24237 10/01/22-10/31/22	Paid by Check #38227		09/04/2022	09/23/2022	09/23/2022		09/23/2022	85.30
000250936006	RAMIREZ 010W01865 10/01/22-10/31/22	Paid by Check #38232		09/04/2022	09/23/2022	09/23/2022		09/23/2022	92.00
000250939860	SANO 060M86753 10/1/22 - 10/31/22	Paid by Check #38229		09/04/2022	09/23/2022	09/23/2022		09/23/2022	105.40
000250946485	HARMAN 532W04713 10/01/2022-10/31/2022	Paid by Check #38230		09/04/2022	09/23/2022	09/23/2022		09/23/2022	92.00
000250951515	MAGYAR 792A24403 10/01/2022-10/31/2022	Paid by Check #38226		09/04/2022	09/23/2022	09/23/2022		09/23/2022	85.30
000252263723	RAMIREZ 992W01856 10/01/22-10/31/22	Paid by Check #38231		09/04/2022	09/23/2022	09/23/2022		09/23/2022	195.60
09/19/2022	Refund overpayment 21-2068	Paid by Check #38234		09/19/2022	09/23/2022	09/23/2022		09/23/2022	193.41
Vendor 351 - Anthem Blue Cross Totals							Invoices	9	\$1,366.74
Vendor 21 - Aramark Uniform Services Inc.									
5031048358	Fy 22/23-Parks-Uniforms for the week of 9/14/22	Paid by Check #38235		09/14/2022	09/23/2022	09/23/2022	09/16/2022	09/23/2022	52.96
Vendor 21 - Aramark Uniform Services Inc. Totals							Invoices	1	\$52.96
Vendor 17 - AT&T									
23845182149/22	Telephone 09/07/22-10/06/22	Paid by Check #38236		09/07/2022	09/23/2022	09/23/2022		09/23/2022	68.96
93910544769/22	Telephone 08/10/22-09/09/22	Paid by Check #38240		09/10/2022	09/23/2022	09/23/2022		09/23/2022	26.76



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
93910544619/22	Telephone 08/11/22-09/10/22	Paid by Check #38237		09/11/2022	09/23/2022	09/23/2022		09/23/2022	26.80
93910544669/22	Telephone 08/11/22-09/10/22	Paid by Check #38238		09/11/2022	09/23/2022	09/23/2022		09/23/2022	26.84
93910544679/22	Telephone 08/11/22-09/10/22	Paid by Check #38239		09/11/2022	09/23/2022	09/23/2022		09/23/2022	51.92
93910547569/22	Telephone 08/11/22-09/10/22	Paid by Check #38241		09/11/2022	09/23/2022	09/23/2022		09/23/2022	385.46
9391054470 9/22	9/10/2022	Paid by Check #38243		09/11/2022	09/23/2022	09/23/2022		09/23/2022	26.80
9391054471 9/22	9/10/2022	Paid by Check #38244		09/11/2022	09/23/2022	09/23/2022		09/23/2022	26.80
9391054479 9/22	9/10/2022	Paid by Check #38245		09/11/2022	09/23/2022	09/23/2022		09/23/2022	26.80
9391054742 9/22	9/10/2022	Paid by Check #38242		09/11/2022	09/23/2022	09/23/2022		09/23/2022	125.29
93910372779/22	PW - telephone 08/10/2022-09/09/2022	Paid by Check #38246		09/10/2022	09/23/2022	09/23/2022		09/23/2022	29.60
93910544729/22	PW - telephone 08/10/2022-09/09/2022	Paid by Check #38247		09/10/2022	09/23/2022	09/23/2022		09/23/2022	51.84
93910544749/22	PW - telephone 08/10/2022-09/09/2022	Paid by Check #38248		09/10/2022	09/23/2022	09/23/2022		09/23/2022	53.65
93910544779/22	PW - telephone 08/10/2022-09/09/2022	Paid by Check #38249		09/10/2022	09/23/2022	09/23/2022		09/23/2022	26.76
93910544789/22	PW - telephone 08/10/2022-09/09/2022	Paid by Check #38250		09/10/2022	09/23/2022	09/23/2022		09/23/2022	26.76
93910547419/22	PW - telephone 08/11/2022-09/10/2022	Paid by Check #38251		09/11/2022	09/23/2022	09/23/2022		09/23/2022	316.61
			Vendor 17 - AT&T Totals				Invoices	16	<u>\$1,297.65</u>
Vendor 1044 - AutoZone, Inc.									
2833802030	BUS #3 RADIATOR	Paid by Check #38252		09/14/2022	09/23/2022	09/23/2022		09/23/2022	229.13
			Vendor 1044 - AutoZone, Inc. Totals				Invoices	1	<u>\$229.13</u>
Vendor 992 - Keri Babcock									
LA102022	PD - Beyond the Badge Training - 10/20/2022	Paid by Check #38253		08/31/2022	09/23/2022	09/23/2022		09/23/2022	135.00
			Vendor 992 - Keri Babcock Totals				Invoices	1	<u>\$135.00</u>
Vendor 116 - BSK Analytical Laboratories									
AF22149	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38254		09/15/2022	09/23/2022	09/23/2022		09/23/2022	176.00
			Vendor 116 - BSK Analytical Laboratories Totals				Invoices	1	<u>\$176.00</u>
Vendor 155 - CalBennetts & All-ways Moving									
7985-0	Office Furniture	Paid by Check #38255		09/13/2022	09/23/2022	09/23/2022		09/23/2022	15,286.81
7986-0	Deposit - Chairs	Paid by Check #38255		09/13/2022	09/23/2022	09/23/2022		09/23/2022	3,256.99
			Vendor 155 - CalBennetts & All-ways Moving Totals				Invoices	2	<u>\$18,543.80</u>
Vendor 823 - California Building Officials									
15808	CALBO EDUCATION WEEK - JOSE LOPEZ, ONTARIO	Paid by Check #38256		09/13/2022	09/23/2022	09/23/2022		09/23/2022	645.00
			Vendor 823 - California Building Officials Totals				Invoices	1	<u>\$645.00</u>



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 94 - California Public Employees Retirement									
08/28-09/10/22	Payroll 08/28/22-09/10/22	Paid by EFT #2143		09/19/2022	09/20/2022	09/20/2022		09/20/2022	92,717.96
2023-00000096	31 - 457 - Employee CalPERS \$*	Paid by EFT #2142		09/19/2022	09/20/2022	09/20/2022		09/20/2022	10,063.86
Vendor 94 - California Public Employees Retirement Totals							Invoices	2	\$102,781.82
Vendor 246 - Central San Joaquin Valley Risk Management Auth.									
RMA 2023-0094	2022/2023 2ND QUARTER DEPOSITS	Paid by Check #38257		09/19/2022	09/23/2022	09/23/2022		09/23/2022	365,128.00
Vendor 246 - Central San Joaquin Valley Risk Management Auth. Totals							Invoices	1	\$365,128.00
Vendor 333 - Cintas Corporation No. 2									
4130018814	PD - Janitorial Supplies	Paid by Check #38258		08/27/2022	09/23/2022	09/23/2022		09/23/2022	57.99
4131377457	PD - Janitorial Supplies	Paid by Check #38258		09/14/2022	09/23/2022	09/23/2022		09/23/2022	57.99
Vendor 333 - Cintas Corporation No. 2 Totals							Invoices	2	\$115.98
Vendor 8 - City of Dinuba									
PD09192022	PD - Petty Cash Reimbursement	Paid by Check #38259		09/19/2022	09/23/2022	09/23/2022		09/23/2022	263.58
Vendor 8 - City of Dinuba Totals							Invoices	1	\$263.58
Vendor 170 - Comcast									
0148160 09/11/22	1390 E ELIZABETH WAY 09/16/22 -10/15/22	Paid by Check #38260		09/11/2022	09/23/2022	09/23/2022		09/23/2022	247.80
0148178 09/12/22	680 S ALTA AVE 09/17/22-10/16/22	Paid by Check #38262		09/12/2022	09/23/2022	09/23/2022		09/23/2022	348.31
0160181 09/07/22	1088 E KAMM AVE 09/11/22-10/10/22	Paid by Check #38261		09/07/2022	09/23/2022	09/23/2022		09/23/2022	32.17
Vendor 170 - Comcast Totals							Invoices	3	\$628.28
Vendor 731 - Community Services & Employment Training, Inc.									
SEFFS-DIKCV-03	CSET - KC VISTA SIDEWALK	Paid by Check #38263		09/14/2022	09/23/2022	09/23/2022		09/23/2022	1,736.61
Vendor 731 - Community Services & Employment Training, Inc. Totals							Invoices	1	\$1,736.61
Vendor 232 - Courier Printing and Village Printer									
C26434	BUSINESS CARDS - Alaniz & Thusu	Paid by Check #38264		09/02/2022	09/23/2022	09/23/2022		09/23/2022	155.32
C26452	BUSINESS CARDS-Thusu	Paid by Check #38264		09/14/2022	09/23/2022	09/23/2022		09/23/2022	94.94
C26441	Fy 22/23-Sportsplex-Punch cards for Sportsplex	Paid by Check #38264		09/14/2022	09/23/2022	09/23/2022	09/16/2022	09/23/2022	128.04
Vendor 232 - Courier Printing and Village Printer Totals							Invoices	3	\$378.30
Vendor 1035 - De Lage Landen Public Finance									
77608399	Property tax	Paid by EFT #2144		09/17/2022	09/23/2022	09/23/2022		09/23/2022	76.62
Vendor 1035 - De Lage Landen Public Finance Totals							Invoices	1	\$76.62
Vendor 341 - Dinuba Tires LLC									
075148	FLAT REPAIR FOR PD 51	Paid by Check #38265		09/03/2022	09/23/2022	09/23/2022		09/23/2022	20.00



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 341 - Dinuba Tires LLC Totals				Invoices			1		\$20.00
Vendor 23 - Entenmann-Rovin Co.									
0167371-IN	PD - Life Saving Awards	Paid by Check #38266		07/26/2022	09/23/2022	09/23/2022		09/23/2022	318.93
Vendor 23 - Entenmann-Rovin Co. Totals				Invoices			1		\$318.93
Vendor 36 - Ewing Irrigation Products									
17796800	Fy 22/23-Parks-Marking paint	Paid by Check #38267		09/14/2022	09/23/2022	09/23/2022	09/19/2022	09/23/2022	441.88
17796837	Fy 22/23-Parks-Riser Ext Cutoff	Paid by Check #38267		09/14/2022	09/23/2022	09/23/2022	09/19/2022	09/23/2022	41.93
Vendor 36 - Ewing Irrigation Products Totals				Invoices			2		\$483.81
Vendor 314 - Financial Forms & Supplies, Inc.									
39626	AMBULANCE ENVELOPES	Paid by Check #38268		09/14/2022	09/23/2022	09/23/2022		09/23/2022	465.05
Vendor 314 - Financial Forms & Supplies, Inc. Totals				Invoices			1		\$465.05
Vendor 18 - The Gas Company									
162015800049/22	496 E TULARE ST 08/04//22-09/02/22	Paid by Check #38270		09/07/2022	09/23/2022	09/23/2022		09/23/2022	27.22
162015670019/22	CS 1390 E ELIZABETH WAY 08/04/22-09/02/22	Paid by Check #38269		09/07/2022	09/23/2022	09/23/2022		09/23/2022	42.31
164115670079/22	110 S COLLEGE AVE 08/04/22-09/02/22	Paid by Check #38273		09/07/2022	09/23/2022	09/23/2022		09/23/2022	40.15
086574247129/22	NATURAL GAS VEHICLE FUEL 08/01/2209/01/22	Paid by Check #38271		09/08/2022	09/23/2022	09/23/2022		09/23/2022	8,136.41
128552035979/22	1088 E KAMM AVE 08/05/22-09/06/22	Paid by Check #38272		09/08/2022	09/23/2022	09/23/2022		09/23/2022	16.88
Vendor 18 - The Gas Company Totals				Invoices			5		\$8,262.97
Vendor 68 - Grainger Inc.									
9386850565	REDUCED PRESSURE BACKFLOW	Paid by Check #38274		07/22/2022	09/23/2022	09/23/2022		09/23/2022	3,045.03
9386850573	WATER DEPT SUPPLIES	Paid by Check #38274		07/22/2022	09/23/2022	09/23/2022		09/23/2022	3,152.34
Vendor 68 - Grainger Inc. Totals				Invoices			2		\$6,197.37
Vendor 1351 - Grant's AC & Heating Inc.									
54995637	CITY HALL 09/13/2022 REPAIRS	Paid by Check #38275		09/13/2022	09/23/2022	09/23/2022		09/23/2022	790.00
Vendor 1351 - Grant's AC & Heating Inc. Totals				Invoices			1		\$790.00
Vendor 1849 - Halycon Behavioral, LLC									
12215	EAP Services for September 2022	Paid by Check #38276		09/01/2022	09/23/2022	09/23/2022		09/23/2022	30.40
Vendor 1849 - Halycon Behavioral, LLC Totals				Invoices			1		\$30.40
Vendor 1841 - Hamner, Jewell & Associates									
201966	Hamner Jewell Assoc ROW Autumn Gate	Paid by Check #38277		09/13/2022	09/23/2022	09/23/2022		09/23/2022	600.00
201967	Hamner Jewell Assoc ROW Mckinley	Paid by Check #38277		09/13/2022	09/23/2022	09/23/2022		09/23/2022	432.50



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
201968	Hamner Jewell Assoc ROW ROW	Paid by Check #38277		09/13/2022	09/23/2022	09/23/2022		09/23/2022	86.25
201969	Hamner Jewell Kamm alta ROW	Paid by Check #38277		09/13/2022	09/23/2022	09/23/2022		09/23/2022	4,170.61
Vendor 1841 - Hamner, Jewell & Associates Totals									
						Invoices	4		\$5,289.36
Vendor 496 - The Hanover Insurance Company									
09/06/2022	RHF A044134 07/01/2022-07/01/2023	Paid by Check #38278		09/06/2022	09/23/2022	09/23/2022		09/23/2022	12,937.80
Vendor 496 - The Hanover Insurance Company Totals									
						Invoices	1		\$12,937.80
Vendor 974 - InfoSend, Inc.									
219661	Utility Billing August & September 2022	Paid by Check #38279		08/31/2022	09/23/2022	09/23/2022		09/23/2022	7,917.52
220569	Insert No 38972 August 2022	Paid by Check #38279		09/14/2022	09/23/2022	09/23/2022		09/23/2022	884.23
Vendor 974 - InfoSend, Inc. Totals									
						Invoices	2		\$8,801.75
Vendor 133 - J & D Lighting & Alarm									
155106	Battery Replacement	Paid by Check #38280		09/07/2022	09/23/2022	09/23/2022		09/23/2022	239.38
Vendor 133 - J & D Lighting & Alarm Totals									
						Invoices	1		\$239.38
Vendor 213 - Javelina Trading Company									
2208025	GLOVES FOR WATER DEPT	Paid by Check #38281		08/31/2022	09/23/2022	09/23/2022		09/23/2022	1,802.93
Vendor 213 - Javelina Trading Company Totals									
						Invoices	1		\$1,802.93
Vendor 1718 - JCL Company, LLC									
CEP29760070	FLEET TOOLS	Paid by Check #38282		09/14/2022	09/23/2022	09/23/2022		09/23/2022	67.81
CEP29760310	FLEET TOOLS	Paid by Check #38282		09/14/2022	09/23/2022	09/23/2022		09/23/2022	151.36
Vendor 1718 - JCL Company, LLC Totals									
						Invoices	2		\$219.17
Vendor 1511 - JJR Management Services, Inc.									
01-00441	JJR Mang - Euclid Impr Project	Paid by Check #38283		09/01/2022	09/23/2022	09/23/2022		09/23/2022	196,663.20
Vendor 1511 - JJR Management Services, Inc. Totals									
						Invoices	1		\$196,663.20
Vendor 440 - Johnson Controls Security Solutions									
37886759	405 E EL Monte Way Oct-Dec 2022	Paid by Check #38284		09/10/2022	09/23/2022	09/23/2022		09/23/2022	491.25
Vendor 440 - Johnson Controls Security Solutions Totals									
						Invoices	1		\$491.25
Vendor 5 - Jorgensen & Co.									
6025341	Fy 22/23-CS-Annual fire ext inspection	Paid by Check #38285		09/12/2022	09/23/2022	09/23/2022	09/14/2022	09/23/2022	95.00
6025342	Fy 22/23-Sportsplex-Annual fire ext inspection	Paid by Check #38285		09/12/2022	09/23/2022	09/23/2022	09/16/2022	09/23/2022	105.00
Vendor 5 - Jorgensen & Co. Totals									
						Invoices	2		\$200.00
Vendor 318 - Kingsburg Veterinary Clinic									
641668	PD - Veterinary Services	Paid by Check #38286		09/16/2022	09/23/2022	09/23/2022		09/23/2022	115.00



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 318 - Kingsburg Veterinary Clinic Totals				Invoices			1		\$115.00
Vendor 1747 - KRC Safety Co Inc 56062	Fy 22/23-Sports Prog-Stripping paint for fields	Paid by Check #38287		09/14/2022	09/23/2022	09/23/2022	09/16/2022	09/23/2022	629.97
Vendor 1747 - KRC Safety Co Inc Totals				Invoices			1		\$629.97
Vendor 449 - Les Schwab Tire Centers of Central California 55100291708	TIRES FOR BUS 14	Paid by Check #38288		09/14/2022	09/23/2022	09/23/2022		09/23/2022	535.20
Vendor 449 - Les Schwab Tire Centers of Central California Totals				Invoices			1		\$535.20
Vendor 89 - Liebert Cassidy Whitmore 225338	DI030-00001 General August 2022	Paid by Check #38289		08/31/2022	09/23/2022	09/23/2022		09/23/2022	393.00
Vendor 89 - Liebert Cassidy Whitmore Totals				Invoices			1		\$393.00
Vendor 1723 - Matson Alarm Co, Inc. 3086847	Fy 22/23-Sportsplex-Alarm services for the sportsplex	Paid by Check #38290		10/01/2022	09/23/2022	09/23/2022	09/16/2022	09/23/2022	90.00
Vendor 1723 - Matson Alarm Co, Inc. Totals				Invoices			1		\$90.00
Vendor 1181 - McCormick, Kabot & Lew 14101	Services for July 2022	Paid by Check #38291		07/25/2022	09/23/2022	09/23/2022		09/23/2022	572.25
14127	RETAINER JULY 2022	Paid by Check #38291		07/25/2022	09/23/2022	09/23/2022		09/23/2022	3,300.00
14145	Services for August 2022	Paid by Check #38291		08/25/2022	09/23/2022	09/23/2022		09/23/2022	3,927.50
14146	RETAINER AUGUST 2022	Paid by Check #38291		08/25/2022	09/23/2022	09/23/2022		09/23/2022	3,300.00
Vendor 1181 - McCormick, Kabot & Lew Totals				Invoices			4		\$11,099.75
Vendor 22 - Moore Twining Associates Inc. 2376151	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #38292		09/13/2022	09/23/2022	09/23/2022		09/23/2022	70.00
2376274	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38292		09/15/2022	09/23/2022	09/23/2022		09/23/2022	88.00
2376288	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38292		09/15/2022	09/23/2022	09/23/2022		09/23/2022	88.00
Vendor 22 - Moore Twining Associates Inc. Totals				Invoices			3		\$246.00
Vendor 1570 - Mountain Valley Environmental Services, Inc. 3840	MTN VALLEY-CHIEF PLANT OPERATOR SERVICES WWTP - OCTOBER 2022	Paid by Check #38293		09/01/2022	09/23/2022	09/23/2022		09/23/2022	6,358.50
Vendor 1570 - Mountain Valley Environmental Services, Inc. Totals				Invoices			1		\$6,358.50
Vendor 88 - Municipal Maintenance Equipment Inc. 0173432-IN	REPAIR PART(S) FOR T 17	Paid by Check #38294		09/07/2022	09/23/2022	09/23/2022		09/23/2022	1,215.14
Vendor 88 - Municipal Maintenance Equipment Inc. Totals				Invoices			1		\$1,215.14



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 749 - MuniServices									
INV06-014119	FY 2022 STARSCA -Q4, 2021	Paid by Check #38295		05/07/2022	09/23/2022	09/23/2022		09/23/2022	450.00
Vendor 749 - MuniServices Totals								Invoices 1	\$450.00
Vendor 504 - NVB Equipment Inc.									
HI48016	REPAIR PART(S) FOR PD 21	Paid by Check #38296		09/13/2022	09/23/2022	09/23/2022		09/23/2022	75.73
Vendor 504 - NVB Equipment Inc. Totals								Invoices 1	\$75.73
Vendor 392 - O'Reilly Auto Parts									
3641-472568	Vehicles	Paid by Check #38297		07/29/2022	09/23/2022	09/23/2022		09/23/2022	22.92
3641-472584	Vehicles	Paid by Check #38297		07/29/2022	09/23/2022	09/23/2022		09/23/2022	77.62
3641-472615	Vehicles	Paid by Check #38297		07/29/2022	09/23/2022	09/23/2022		09/23/2022	11.47
3641-473120	Vehicles	Paid by Check #38297		08/01/2022	09/23/2022	09/23/2022		09/23/2022	515.36
3641-473122	Vehicles	Paid by Check #38297		08/01/2022	09/23/2022	09/23/2022		09/23/2022	559.27
3641-473138	Vehicles	Paid by Check #38297		08/01/2022	09/23/2022	09/23/2022		09/23/2022	343.66
3641-473197	Vehicles	Paid by Check #38297		08/01/2022	09/23/2022	09/23/2022		09/23/2022	133.02
3641-473272	Vehicles	Paid by Check #38297		08/02/2022	09/23/2022	09/23/2022		09/23/2022	30.11
3641-473349	Vehicles	Paid by Check #38297		08/02/2022	09/23/2022	09/23/2022		09/23/2022	53.17
3641-473452	Vehicles	Paid by Check #38297		08/03/2022	09/23/2022	09/23/2022		09/23/2022	57.32
3641-473467	Vehicles	Paid by Check #38297		08/03/2022	09/23/2022	09/23/2022		09/23/2022	554.79
3641-473626	Vehicles	Paid by Check #38297		08/04/2022	09/23/2022	09/23/2022		09/23/2022	22.20
3641-473645	Vehicles	Paid by Check #38297		08/04/2022	09/23/2022	09/23/2022		09/23/2022	10.09
3641-473888	Vehicles	Paid by Check #38297		08/05/2022	09/23/2022	09/23/2022		09/23/2022	22.92
3641-474354	Vehicles	Paid by Check #38297		08/08/2022	09/23/2022	09/23/2022		09/23/2022	19.42
3641-474370	Vehicles	Paid by Check #38297		08/08/2022	09/23/2022	09/23/2022		09/23/2022	70.09
3641-474422	Vehicles	Paid by Check #38297		08/08/2022	09/23/2022	09/23/2022		09/23/2022	125.22
3641-474468	Vehicles	Paid by Check #38297		08/08/2022	09/23/2022	09/23/2022		09/23/2022	(12.90)
3641-474574	Vehicles	Paid by Check #38297		08/09/2022	09/23/2022	09/23/2022		09/23/2022	21.69
3641-474576	Vehicles	Paid by Check #38297		08/09/2022	09/23/2022	09/23/2022		09/23/2022	8.13
3641-474635	Vehicles	Paid by Check #38297		08/09/2022	09/23/2022	09/23/2022		09/23/2022	152.79
3641-474660	Vehicles	Paid by Check #38297		08/09/2022	09/23/2022	09/23/2022		09/23/2022	77.28
3641-474900	Vehicles	Paid by Check #38297		08/11/2022	09/23/2022	09/23/2022		09/23/2022	10.73
3641-474911	Vehicles	Paid by Check #38297		08/11/2022	09/23/2022	09/23/2022		09/23/2022	12.99
3641-474963	Vehicles	Paid by Check #38297		08/11/2022	09/23/2022	09/23/2022		09/23/2022	203.52
3641-475095	Vehicles	Paid by Check #38297		08/12/2022	09/23/2022	09/23/2022		09/23/2022	199.55
3641-475157	Vehicles	Paid by Check #38297		08/12/2022	09/23/2022	09/23/2022		09/23/2022	86.63
3641-475178	Vehicles	Paid by Check #38297		08/12/2022	09/23/2022	09/23/2022		09/23/2022	59.59
3641-475183	Vehicles	Paid by Check #38297		08/12/2022	09/23/2022	09/23/2022		09/23/2022	474.55
3641-475816	Vehicles	Paid by Check #38297		08/15/2022	09/23/2022	09/23/2022		09/23/2022	125.84
3641-476353	Vehicles	Paid by Check #38297		08/15/2022	09/23/2022	09/23/2022		09/23/2022	31.50
3641-475926	Vehicles	Paid by Check #38297		08/16/2022	09/23/2022	09/23/2022		09/23/2022	19.52
3641-476037	Vehicles	Paid by Check #38297		08/16/2022	09/23/2022	09/23/2022		09/23/2022	123.45



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
3641-476124	Vehicles	Paid by Check #38297		08/17/2022	09/23/2022	09/23/2022		09/23/2022	123.45
3641-476142	Vehicles	Paid by Check #38297		08/17/2022	09/23/2022	09/23/2022		09/23/2022	26.03
3641-476206	Vehicles	Paid by Check #38297		08/17/2022	09/23/2022	09/23/2022		09/23/2022	10.13
3641-476351	Vehicles	Paid by Check #38297		08/18/2022	09/23/2022	09/23/2022		09/23/2022	187.00
3641-476359	Vehicles	Paid by Check #38297		08/18/2022	09/23/2022	09/23/2022		09/23/2022	57.07
3641-476541	Vehicles	Paid by Check #38297		08/19/2022	09/23/2022	09/23/2022		09/23/2022	52.29
3641-476545	Vehicles	Paid by Check #38297		08/19/2022	09/23/2022	09/23/2022		09/23/2022	52.29
3641-476554	Vehicles	Paid by Check #38297		08/19/2022	09/23/2022	09/23/2022		09/23/2022	38.93
3641-476757	Vehicles	Paid by Check #38297		08/20/2022	09/23/2022	09/23/2022		09/23/2022	28.17
3641-477067	Vehicles	Paid by Check #38297		08/22/2022	09/23/2022	09/23/2022		09/23/2022	25.76
3641-477090	Vehicles	Paid by Check #38297		08/22/2022	09/23/2022	09/23/2022		09/23/2022	(515.36)
3641-477178	Vehicles	Paid by Check #38297		08/22/2022	09/23/2022	09/23/2022		09/23/2022	(183.53)
3641-477286	Vehicles	Paid by Check #38297		08/23/2022	09/23/2022	09/23/2022		09/23/2022	35.76
3641-477316	Vehicles	Paid by Check #38297		08/23/2022	09/23/2022	09/23/2022		09/23/2022	11.25
3641-477323	Vehicles	Paid by Check #38297		08/23/2022	09/23/2022	09/23/2022		09/23/2022	21.49
EB10851371	Vehicles	Paid by Check #38297		08/23/2022	09/23/2022	09/23/2022		09/23/2022	(22.39)
3641-477499	Vehicles	Paid by Check #38297		08/24/2022	09/23/2022	09/23/2022		09/23/2022	3.68
3641-477640	Vehicles	Paid by Check #38297		08/25/2022	09/23/2022	09/23/2022		09/23/2022	33.14
3641-477682	Vehicles	Paid by Check #38297		08/25/2022	09/23/2022	09/23/2022		09/23/2022	18.43
3641-477707	Vehicles	Paid by Check #38297		08/25/2022	09/23/2022	09/23/2022		09/23/2022	60.00
3641-477731	Vehicles	Paid by Check #38297		08/25/2022	09/23/2022	09/23/2022		09/23/2022	156.67
3641-477866	Vehicles	Paid by Check #38297		08/26/2022	09/23/2022	09/23/2022		09/23/2022	151.79
3641-477891	Vehicles	Paid by Check #38297		08/26/2022	09/23/2022	09/23/2022		09/23/2022	166.03
3641-477892	Vehicles	Paid by Check #38297		08/26/2022	09/23/2022	09/23/2022		09/23/2022	38.75
3641-477930	Vehicles	Paid by Check #38297		08/26/2022	09/23/2022	09/23/2022		09/23/2022	180.41
			Vendor	392 - O'Reilly Auto Parts Totals			Invoices	58	\$4,980.75
Vendor 142 - Office Depot BSD									
258298663001	Front Desk Office Supplies	Paid by Check #38298		08/01/2022	09/23/2022	09/23/2022		09/23/2022	367.60
258303983001	Front Desk Office Supplies	Paid by Check #38298		08/03/2022	09/23/2022	09/23/2022		09/23/2022	88.95
265313131001	HR Office Supplies	Paid by Check #38298		09/02/2022	09/23/2022	09/23/2022		09/23/2022	30.91
265312765001	HR Office Supplies	Paid by Check #38298		09/06/2022	09/23/2022	09/23/2022		09/23/2022	111.28
			Vendor	142 - Office Depot BSD Totals			Invoices	4	\$598.74
Vendor 1708 - James Olvera									
09/20/2022	Anthem Reimb 10/01/2022-10/31/2022	Paid by Check #38299		09/20/2022	09/23/2022	09/23/2022		09/23/2022	233.91
			Vendor	1708 - James Olvera Totals			Invoices	1	\$233.91
Vendor 76 - Pacific Gas & Electric									
35474471071.9/22	420 E. Tulare	Paid by Check #38306		09/09/2022	09/23/2022	09/23/2022		09/23/2022	1,370.42
618305447409/22	496 E TULARE ST 08/09/22-09/07/22	Paid by Check #38313		09/09/2022	09/23/2022	09/23/2022		09/23/2022	4,957.49



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
575149843769/22	Parks 139 N K ST 07/29/22-08/29/22	Paid by Check #38305		09/01/2022	09/23/2022	09/23/2022		09/23/2022	40.03
225762733329/22	Parks 425 S ALTA AVE 08/04/22-09/01/22	Paid by Check #38301		09/02/2022	09/23/2022	09/23/2022		09/23/2022	10.99
284878382879/22	L & L 1455 S CRAWFORD AVE 08/09/22-09/07/22	Paid by Check #38302		09/08/2022	09/23/2022	09/23/2022		09/23/2022	10.20
860727324979/22	L & L 1001 E EL PASO AVE 08/09/22-09/07/22	Paid by Check #38311		09/08/2022	09/23/2022	09/23/2022		09/23/2022	31.59
169314496949/22	Parks N/KAMM E/GREEN 08/10/22-09/08/22	Paid by Check #38300		09/09/2022	09/23/2022	09/23/2022		09/23/2022	582.16
339630846049/22	L & L S/KAMM & O ST 08/10/22-09/08/22	Paid by Check #38304		09/09/2022	09/23/2022	09/23/2022		09/23/2022	10.55
602118118769/22	Sportsplex 201 N URUAPAN WAY 08/09/22 TO 09/07/22	Paid by Check #38308		09/09/2022	09/23/2022	09/23/2022		09/23/2022	2,567.76
774843071199/22	Parks 1133 S COLLEGE AVE 08/10/22-09/08/22	Paid by Check #38310		09/09/2022	09/23/2022	09/23/2022		09/23/2022	30.90
945914183259/22	L & L W/COLLEGE 100 N/MARSHALL 08/10/22-09/08/22	Paid by Check #38312		09/09/2022	09/23/2022	09/23/2022		09/23/2022	9.88
294652070089/22	L & L 08/11/22-09/11/22	Paid by Check #38303		09/12/2022	09/23/2022	09/23/2022		09/23/2022	194.24
731427487119/22	CS & Parks 08/02/22 to 08/31/22	Paid by Check #38309		09/12/2022	09/23/2022	09/23/2022		09/23/2022	3,950.17
122044947	PG&E College Ave	Paid by Check #38307		06/29/2022	09/23/2022	09/23/2022		09/23/2022	19,153.52
057129638258/22	PW 07/30/2022-08/30/2022	Paid by Check #38314		08/31/2022	09/23/2022	09/23/2022		09/23/2022	149.26
141629409458/22	389 W EL MONTE WAY 07/30/22-08/30/22	Paid by Check #38317		08/31/2022	09/23/2022	09/23/2022		09/23/2022	78.22
245914958178/22	SW SW 7-16-24 07/28/22-08/28/22	Paid by Check #38320		08/31/2022	09/23/2022	09/23/2022		09/23/2022	5,776.14
714934640949/22	EUCLID S/LINDARA WELL #18 07/29/22-08/29/22	Paid by Check #38328		09/01/2022	09/23/2022	09/23/2022		09/23/2022	3,493.03
134445515959/22	NW COR M & VENTURA AVE 08/09/22-09/07/22	Paid by Check #38315		09/08/2022	09/23/2022	09/23/2022		09/23/2022	63.38
210475377889/22	155 W MERCED AVE 08/09/22-09/07-22	Paid by Check #38319		09/08/2022	09/23/2022	09/23/2022		09/23/2022	173.71
605804926709/22	148 S M ST 08/09/22-09/07/22	Paid by Check #38324		09/08/2022	09/23/2022	09/23/2022		09/23/2022	46.08
630805446699/22	ALLEY BTWN L & K ST 08/09/22-09/07/22	Paid by Check #38325		09/08/2022	09/23/2022	09/23/2022		09/23/2022	9.86
183409121309/22	100 N/MARSHALL AVE 08/10/22-09/08/22	Paid by Check #38318		09/09/2022	09/23/2022	09/23/2022		09/23/2022	9.86
496411368309/22	MILSAP & MYRTLE ALLEY 08/09/22-09/07/22	Paid by Check #38321		09/09/2022	09/23/2022	09/23/2022		09/23/2022	87.05
516730856049/22	S/E KAMM & ALTA 08/10/22-09/08/22	Paid by Check #38323		09/09/2022	09/23/2022	09/23/2022		09/23/2022	97.93
672472110629/22	TULARE & L ST 08/10/22-09/08/22	Paid by Check #38326		09/09/2022	09/23/2022	09/23/2022		09/23/2022	98.83
676638777019/22	TULARE & L ST 08/10/22-09/08/22	Paid by Check #38327		09/09/2022	09/23/2022	09/23/2022		09/23/2022	54.87



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
874409527919/22	301 E KAMM AVE 08/10/22-09/08/22	Paid by Check #38330		09/09/2022	09/23/2022	09/23/2022		09/23/2022	24.79
847471995159/22	ALTA & KAMM AVE 08/11/22-09/09/22	Paid by Check #38329		09/11/2022	09/23/2022	09/23/2022		09/23/2022	93.95
134971623579/22	KAMM & GREEN 08/10/22-09/08/22	Paid by Check #38316		09/12/2022	09/23/2022	09/23/2022		09/23/2022	17,081.19
502735657349/22	RANDLE AVE S/EL MONTE 08/11/22-09/11/22	Paid by Check #38322		09/12/2022	09/23/2022	09/23/2022		09/23/2022	54.83
207327719759/22	1088 E KAMM AVE 08/11/22-09/11/22	Paid by Check #38331		09/13/2022	09/23/2022	09/23/2022		09/23/2022	875.90
			Vendor 76 - Pacific Gas & Electric Totals			Invoices	32		\$61,188.78
Vendor 686 - Elva Patino 6954606	Ribbon Cutting Alta Nebraska	Paid by Check #38332		09/19/2022	09/23/2022	09/23/2022		09/23/2022	86.40
			Vendor 686 - Elva Patino Totals			Invoices	1		\$86.40
Vendor 254 - Patton Air Conditioning 152587	08/02/2022 Vocational Center AC repair	Paid by Check #38333		09/07/2022	09/23/2022	09/23/2022		09/23/2022	7,558.36
152075	06/12/22Vocational Center AC repair	Paid by Check #38333		09/09/2022	09/23/2022	09/23/2022		09/23/2022	552.50
			Vendor 254 - Patton Air Conditioning Totals			Invoices	2		\$8,110.86
Vendor 7 - Pena's Disposal Services 682176	SELF HAUL - YARD WASTE, SOLID MIXED WASTE, CEMENT	Paid by Check #38334		09/01/2022	09/23/2022	09/23/2022		09/23/2022	490.02
			Vendor 7 - Pena's Disposal Services Totals			Invoices	1		\$490.02
Vendor 1677 - Rodeo Wild West 101776	FY 22/23-Parks-Work boots for Libby Montes	Paid by Check #38335		07/14/2022	09/23/2022	09/23/2022	09/16/2022	09/23/2022	172.51
			Vendor 1677 - Rodeo Wild West Totals			Invoices	1		\$172.51
Vendor 46 - Self Help Enterprises BA-15	CDBG-CV2-3 BUS ASSIST, GENERAL ADMIN & IMPLEMENTATION COST	Paid by Check #38336		08/17/2022	09/23/2022	09/23/2022		09/23/2022	36,830.57
SUB-15	CDBG-CV2-3 SUB ASSISTANCE, GENERAL ADMIN & IMPLEMENTATION COST	Paid by Check #38336		08/24/2022	09/23/2022	09/23/2022		09/23/2022	21,899.41
DIN18HM 08-22	GENERAL ADMIN AUGUST 2022	Paid by Check #38336		09/08/2022	09/23/2022	09/23/2022		09/23/2022	468.75
DIN19HM 08-22	GENERAL ADMIN AUGUST 2022	Paid by Check #38336		09/08/2022	09/23/2022	09/23/2022		09/23/2022	972.00
			Vendor 46 - Self Help Enterprises Totals			Invoices	4		\$60,170.73
Vendor 957 - Shred-It USA LLC 8001976132	PD - Shred It Service	Paid by Check #38337		07/18/2022	09/23/2022	09/23/2022		09/23/2022	135.37



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor	957 - Shred-It USA LLC Totals		Invoices		1	\$135.37
Vendor 1859 - Simplot Grower Solutions, Simplot Partners, Simplo									
223012673	WEED CONTROL AT WWTP	Paid by Check #38338		08/19/2022	09/23/2022	09/23/2022		09/23/2022	532.13
223012675	SUPPLIES FOR STREETS	Paid by Check #38338		08/19/2022	09/23/2022	09/23/2022		09/23/2022	532.13
223012767	WEED CONTROL AT WWTP	Paid by Check #38338		08/30/2022	09/23/2022	09/23/2022		09/23/2022	1,745.66
223012768	SUPPLIES FOR STREETS	Paid by Check #38338		08/30/2022	09/23/2022	09/23/2022		09/23/2022	1,751.08
			Vendor	1859 - Simplot Grower Solutions, Simplot Partners, Simplo Totals		Invoices		4	\$4,561.00
Vendor 758 - Solenis LLC									
132120133	SOLENIS - POLYMER FOR WWTP	Paid by Check #38339		08/29/2022	09/23/2022	09/23/2022		09/23/2022	11,380.47
			Vendor	758 - Solenis LLC Totals		Invoices		1	\$11,380.47
Vendor 1860 - The Pothole Man, LLC									
1096	POTHOLE MAN - AQUAPHALT FOR STREETS	Paid by Check #38340		08/16/2022	09/23/2022	09/23/2022		09/23/2022	5,241.60
			Vendor	1860 - The Pothole Man, LLC Totals		Invoices		1	\$5,241.60
Vendor 1814 - Thomas and Associates DBA Bogie's Pump System									
16335	Avocado Float Switch, Cable Freight	Paid by Check #38348		05/04/2022	05/20/2022	05/20/2022		09/23/2022	345.50
16713	BOGIE'S - PUMPS for KAMM & O ST SEWER LIFT STATION	Paid by Check #38341		09/09/2022	09/23/2022	09/23/2022		09/23/2022	18,396.53
			Vendor	1814 - Thomas and Associates DBA Bogie's Pump System Totals		Invoices		2	\$18,742.03
Vendor 1304 - TJKM									
0053171	TJKM Roadway Segment Safety Impr. Design	Paid by Check #38342		08/31/2022	09/23/2022	09/23/2022		09/23/2022	2,500.64
			Vendor	1304 - TJKM Totals		Invoices		1	\$2,500.64
Vendor 49 - Tulare County									
19346	PD - Volunteer Units Graphics	Paid by Check #38343		09/14/2022	09/23/2022	09/23/2022		09/23/2022	16.16
			Vendor	49 - Tulare County Totals		Invoices		1	\$16.16
Vendor 273 - US Bank									
482232584	September 2022	Paid by Check #38344		09/09/2022	09/23/2022	09/23/2022		09/23/2022	131.15
			Vendor	273 - US Bank Totals		Invoices		1	\$131.15
Vendor 1702 - US Bank Corporate Payment System									
1829 9/12/2022	Dustin	Paid by EFT #2136		09/12/2022	09/23/2022	09/23/2022		09/23/2022	3,229.06
3437 9/12/2022	FD	Paid by EFT #2139		09/12/2022	09/23/2022	09/23/2022		09/23/2022	164.20
4210 9/12/2022	Michelle	Paid by EFT #2137		09/12/2022	09/23/2022	09/23/2022		09/23/2022	1,958.95
6510 9/12/2022	Joanne	Paid by EFT #2138		09/12/2022	09/23/2022	09/23/2022		09/23/2022	1,891.36
6604 9/12/2022	Jordan	Paid by EFT #2140		09/14/2022	09/23/2022	09/23/2022		09/23/2022	344.66
			Vendor	1702 - US Bank Corporate Payment System Totals		Invoices		5	\$7,588.23



Accounts Payable Invoice Report

Payment Date Range 09/17/22 - 09/23/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 359 - Valero Marketing & Supply Company 83586352	PD - 08/07/2022 - 09/06/2022 Fuel Charges	Paid by EFT #2141		09/06/2022	09/23/2022	09/23/2022		09/23/2022	13,446.39
Vendor 359 - Valero Marketing & Supply Company Totals							Invoices	1	<u>\$13,446.39</u>
Vendor 1858 - GABE Valley Lube Equipment Inc 9964	FLEET SUPPLIES	Paid by Check #38345		08/24/2022	09/23/2022	09/23/2022		09/23/2022	2,066.90
Vendor 1858 - GABE Valley Lube Equipment Inc Totals							Invoices	1	<u>\$2,066.90</u>
Vendor 962 - Willdan Financial Services 010-52147	Comprehensive User Fee Study - 111195 July 2022	Paid by Check #38346		08/19/2022	09/23/2022	09/23/2022		09/23/2022	2,153.00
010-52313	Comprehensive User Fee Study - 111195 August 2022	Paid by Check #38346		09/14/2022	09/23/2022	09/23/2022		09/23/2022	1,300.00
Vendor 962 - Willdan Financial Services Totals							Invoices	2	<u>\$3,453.00</u>
Vendor 347 - Zoll Data Systems INV00124127	Fire Code 10/1/22 - 9/30/23	Paid by Check #38347		09/06/2022	09/23/2022	09/23/2022		09/23/2022	520.52
Vendor 347 - Zoll Data Systems Totals							Invoices	1	<u>\$520.52</u>
Grand Totals							Invoices	224	<u>\$1,058,786.69</u>



City Council Staff Report

Department: CITY ATTORNEY

September 27, 2022

To: Mayor and City Council

From: David Yanez, City Attorney

Subject: Ordinance No. 2022-10 Amendments to Floodplain Management Ordinance (DY)

RECOMMENDATION

Council to receive staff report, open and close a public hearing, and take the following action by one motion:

1. Introduce Ordinance No. 2022-10 by title “An Ordinance of the City Council of the City Of Dinuba Amending and Reorganizing Title 13 Section 76 through 96 of the Dinuba Municipal Code Pertaining to Floodplain Management Regulations”; Waive further reading of Ordinance 2022-10 and approve draft Ordinance 2022-10 either as drafted, or subject to any revisions agreed to by City Council; and
2. Schedule second reading and adoption of Ordinance No. 2022-10 for October 11, 2022, inclusive of any revisions adopted by City Council.

EXECUTIVE SUMMARY

The proposed amendments to the City’s Floodplain Management Ordinance (FMO) are the result of the City of Dinuba and the California Department of Water Resources’ (DWR) collaboration to achieve conformity between the City’s FMO and applicable laws, especially the most current version of the California Building Code and FEMA regulations. An updated and compliant FMO is also part of the City’s continued participation in FEMA’s National Flood Insurance Program (NFIP). The proposed amendments will bring the City’s FMO into compliance with applicable laws.

OUTSTANDING ISSUES

None.

DISCUSSION

The Department of Water Resources (DWR) conducted a Community Assistance Visit to the City of Dinuba on April 13, 2021. As a result of that visit, the DWR identified several required actions by the City in order to comply with the State and FEMA's standards for continued participation in the National Flood Insurance Program.

DWR and City Staff have been working closely through a series of scheduled zoom calls to review ordinance amendments and documentation for structures identified in the DWR's Floodplain Field Inspection document. In regards to those structures identified by the DWR for further review, the DWR has concluded that these have achieved compliance. The last required action on the City's part is to adopt Ordinance amendments which update building and flood proofing requirements for structures and residences in the designated Floodplain zone.

In preparing the FMO amendments, the DWR provided the City with a California model ordinance for cities in the type of flood zone in which the City of Dinuba is located (i.e., not a coastal zone). Many of the amendments proposed through this item originate from the Model Ordinance. One significant benefit of incorporating Model Ordinance language is that the DWR has already approved the language as compliant with all applicable laws.

Some of the proposed FMO amendments include:

- **UPDATED DEFINITIONS. (DMC 13.80 ET SEQ).** New ordinance definitions define with more specificity different type of structures subject to the flood resistant construction requirements and incorporate terms used by FEMA and DWR.
- **AMENDMENTS TO REFERENCE CURRENT BUILDING CODE REQUIREMENTS. (DMC 13.92.010)** The City's current Ordinance contains language with fixed base flood elevation requirements. However, due to the California Building Code recent changes. Staff recommends language which requires whatever the current edition of the Building Code requires.
- **MORE SPECIFIC REQUIREMENTS FOR MANUFACTURED HOMES AND DETACHED GARAGES. (DMC 13.92.040, 13.92.050)** The City's current ordinance does not contain all of the required standards for these types of structures.
- **INSPECTION PROCEDURES EXPANDED AND CLARIFIED. (DMC 13.88.020)** Proposed amendments include a specific progression for a structured to successfully pass inspection for compliance with building code requirements.

Engineers from the DWR also recommended that the City of Dinuba consider adopting a Standard Operating Procedure (SOP) to facilitate the permitting, inspection and compliance process for substantial improvement to damaged or repaired structures. They also recommended that City Staff take advantage of Floodplain Administrators trainings offered by DWR and FEMA.

DWR Engineers also informed the City of Dinuba of opportunities for discounted flood insurance rates through the National Flood Insurance Program's (NFIP) Community Rating System (CRS). CRS is a voluntary incentive program that recognizes and encourages community and state floodplain management activities that exceed the minimum NFIP requirements. Under the CRS program, flood insurance discounts range from 5% to 45% depending on the credit points earned. The result is discounted flood insurance premiums that reflect the reduced flood risk resulting from the community and state's increased actions. DWR seeks to enroll more communities into the CRS program and to improve the standing of municipalities in the program. The City of Dinuba was encouraged by the DWR to consider participation in this program.

The DWR has approved of the ordinance amendments now presented to the City Council and staff recommends their adoption. A copy of Ordinance No. 2022-10 with proposed amendments is enclosed herein as Attachment 'A'.

FISCAL IMPACT

None.

PUBLIC HEARING

A Public Hearing Notice for the introduction of Ordinance No. 2022-10 was published in the Mid Valley Times on Thursday, September 15, 2022.

ATTACHMENTS:

A. Ordinance 2022-10 Amendments to Floodplain Management Ordinance with Changes

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING AND REORGANIZING TITLE 13 SECTION 76 THROUGH 96 OF THE DINUBA MUNICIPAL CODE PERTAINING TO FLOODPLAIN MANAGEMENT REGULATIONS

THE CITY COUNCIL OF THE CITY OF DINUBA HEREBY DOES ORDAIN:

SECTION 1. FINDINGS.

1. The City of Dinuba administers a municipal code, including regulations pertaining to floodplain management regulations.
2. The Municipal Code includes Section 13.76 et seq (Floodplain Management Regulations).
3. The purpose statement of the City of Dinuba's Floodplain Management Regulations state: "It is the purpose of this division to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designated:
 - A. To protect human life and health;
 - B. To minimize expenditure of public money for costly flood control projects;
 - C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - D. To minimize prolonged business interruptions;
 - E. To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
 - F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
 - G. To insure that potential buyers are aware that property is in an area of flood hazard; and
 - H. To insure that those who occupy the areas of flood hazard assume responsibility for their actions.

SECTION 2. Amendments were made to Title 13, Chapter 76 of the Dinuba Municipal Code pertaining to Floodplain Management Regulations. Sections are also being reorganized according to this ordinance. Text additions are shown in **bold underline** format. Text deletions are shown in ~~strikeout~~ format.

SECTION 3. SEVERABILITY.

Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of

competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. PUBLICATION OF ORDINANCE.

Pursuant to Section 2.12.F of the Charter for the City of Dinuba, the City Clerk is hereby directed to cause a summary of this Ordinance to be published within 20 days following such adoption, in a newspaper of general circulation in the City or, if there is no newspaper of general circulation in the City, by posting in three public places. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted for a period of 30 days in the office of the City Clerk after the meeting at which the ordinance is adopted and then be made available upon request.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Launer, Mayor of the City of Dinuba

ATTEST:

Maria Alaniz, Interim City Clerk

Chapter 13.76
FLOOD DAMAGE PREVENTION

Sections:

13.76.05 Statutory authorization.

13.76.06 Findings of fact.

13.76.010 Purpose.

13.76.020 Methods of reducing flood losses.

13.76.030 Applicability.

13.76.05 Statutory authorization.

The legislature of the state of California has in Government Code Sections 65302, 65560 and 65800 conferred upon local government units authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council of City of Dinuba does hereby adopt the following floodplain management regulations. (Ord. 2003-12 § I (part), 2003)

13.76.06 Findings of fact.

A. The flood hazard areas of the City of Dinuba are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards, which increase flood heights and velocities, also contribute to the flood loss. (Ord. 2003-12 § 1 (part), 2003)

13.76.010 Purpose.

It is the purpose of this division to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designated:

A. To protect human life and health;

- B.** To minimize expenditure of public money for costly flood control projects;
- C.** To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D.** To minimize prolonged business interruptions;
- E.** To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F.** To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G.** To insure that potential buyers are aware that property is in an area of flood hazard; and
- H.** To insure that those who occupy the areas of flood hazard assume responsibility for their actions. (Ord. 98- 8 § 2, 1998; Ord. 649 § 1 (part), 1982)

13.76.020 Methods of reducing flood losses.

In order to accomplish its purpose, this division includes methods and provisions for:

- A.** Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B.** Requiring that uses vulnerable to floods, including facilities which service such uses, be protected against flood damage at the time of initial construction;
- C.** Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D.** Controlling, filling, grading and other development which may increase flood damage; and
- E.** Preventing or regulating the constructing of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas. (Ord. 988 § 3, 1998; Ord. 649 § 1 (part), 1982)

13.76.030 Applicability.

These regulations, in conjunction with the building codes, provide minimum requirements for development located in flood hazard areas, including the subdivision of land; filling, grading and other site improvements; installation of utilities; installation, placement and replacement of manufactured homes; placement of recreational vehicles; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; certain building work exempt from permit under the building codes; and flood control projects.

Chapter 13.80 DEFINITIONS

Sections:

13.80.010 Definition interpretation.

13.80.020 Accessory Structure.

13.80.030 Agricultural Structure.

13.80.040 Accessory use.

13.80.050 Alluvial fan.

13.80.060 Alteration of a watercourse.

13.80.070 Apex.

13.80.080 Appeal.

13.80.090 Area of shallow flooding.

13.80.100 Area of special hazard.

13.80.110 ASCE 24.

13.80.120 Base flood.

13.80.130 Basement.

13.80.140 Building.

13.80.150 Building code.

13.80.160 Design flood.

13.80.170 Design flood elevation.

- 13.80.180. Development.
- 13.80.190 Encroachment.
- 13.80.200 Existing manufactured home park or subdivision.
- 13.80.210 Expansion to an existing manufactured home park or subdivision.
- 13.80.220 Flood, flooding or flood water.
- 13.80.230 Flood boundary and floodway map (FBFM).
- 13.80.240 Flood damage-resistant materials.**
- 13.80.250 Flood hazard area.**
- 13.80.260 Flood hazard boundary map.
- 13.80.270 Flood insurance rate map (FIRM).
- 13.80.280 Flood insurance study.
- 13.80.290 Floodplain or flood-prone area
- 13.80.300 Floodplain administrator.
- 13.80.310 Floodplain management.
- 13.80.320 Floodplain management regulations.
- 13.80.330 Floodproofing.
- 13.80.340 Floodway.
- 13.80.350 Floodway encroachment line.
- 13.80.360 Floodway fringe.
- 13.80.370 Fraud and victimization.

13.80.380 Functionally dependent use.

13.80.390 Governing body.

13.80.400 Hardship.

13.80.410 Highest adjacent grade.

13.80.420 Historic structure.

13.80.430 Letter of Map Change (LOMC).

13.80.440 Levee.

13.80.450 Levee system.

13.80.460 Lowest floor.

13.80.470 Manufactured home.

13.80.480 Manufactured home park or subdivision.

13.80.490 Market value.

13.80.500 Mean sea level.

13.80.510 New construction.

13.80.520 New manufactured home park or subdivision.

13.80.530 Obstruction.

13.80.540 One hundred year flood or 100-year flood.

13.80.550 Permit for floodplain development.

13.80.560 Principal structure.

13.80.570 Public safety and nuisance.

13.80.580 Recreational vehicle.

13.80.590 Regulatory floodway.

13.80.600 Remedy a violation.

13.80.610 Riverine.

13.80.620 Sheet flow area.

13.80.630 Special flood hazard area (SFHA).

13.80.640 Start of construction.

13.80.650 Structure.

13.80.660 Substantial damage.

13.80.670 Substantial improvement.

13.80.680 Utility and Miscellaneous Group U

13.80.690 Violation.

13.80.700 Variance.

13.80.710 Water surface elevation.

13.80.720 Watercourse.

13.80.010 Definition interpretation.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this division its most reasonable application. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.020 Accessory Structure

“Accessory Structure” means a structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

13.80.030 Agricultural Structure

“Agricultural Structure” means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

13.80.040 Accessory use.

“Accessory use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.050 Alluvial fan.

“Alluvial fan” means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.060 Alteration of a watercourse

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

13.80.070 Apex.

“Apex” means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.080 Appeal.

“Appeal” means a request for review of the floodplain administrator’s interpretation of any provision of this division. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.090 Area of shallow flooding.

“Area of shallow flooding” means a designated AO or AH zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet, a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate, and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.100 Area of special hazard.

See “Special flood hazard area.” (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.110 ASCE 24

“ASCE 24” means the standard *Flood Resistant Design and Construction*, referenced by the building code, developed and published by the American Society of Civil Engineers, Reston, VA. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the building code.

13.80.120 Base flood.

“Base flood” means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the one hundred year flood). Base flood is the term used throughout this chapter. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.130 Basement.

“Basement” means any area of the building having its floor subgrade, i.e., below ground level on all sides. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.140 Building.

See “Structure.” (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.150 Building Code

“Building code” means California Code of Regulations Title 24, the *California Building Standards Code*, the family of building codes specifically adopted by the State of California and composed of:

- (1) Part 2, applicable to buildings and structures other than dwellings within the scope of this part.**
- (2) Part 2.5, applicable to one- and two-family dwellings and townhouses not more than three**

stories, and accessory structures.

(3) Part 10, applicable to existing buildings (as defined in that code).

(4) Other specified codes.

13.80.160 Development.

“Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.170 Design flood.

“Design flood” means the flood associated with the greater of the following two areas: [Also defined in CCR Title 24 Part 2.]

(1) Area with a flood plain subject to a 1-percent or greater chance of flooding in any year.

(2) Area designated as a flood hazard area on a community’s flood hazard map, or otherwise legally designated.

13.80.180 Design flood elevation.

“Design flood elevation” means the elevation of the “design flood,” including wave height, relative to the datum specified on the community’s legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building’s perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where a depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet (610 mm). [Also defined in CCR Title 24 Part 2.]

13.80.190 Encroachment.

“Encroachment” means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain. (Ord. 96- 3 § 1 (Exh. A (part)), 1996)

13.80.200 Existing manufactured home park or subdivision.

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.210 Expansion to an existing manufactured home park or subdivision.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites

by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.220 Flood, flooding or flood water.

“Flood, flooding or flood water” means:

A. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source, and/or mudslides (i.e., mudflows). (See “Mudslides”); and

B. The condition resulting from flood-related erosion. (See “Flood-related erosion.”) (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.230 Flood boundary and floodway map (FBFM).

“Flood boundary and floodway map (FBFM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.240 Flood damage-resistant materials.

“Flood damage-resistant materials” means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in CCR Title 24 Part 2.]

13.80.250 Flood hazard area.

“Flood hazard area” means the greater of the following two areas: [Also defined in CCR Title 24 Part 2.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.**
- (2) The area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.**

13.80.260 Flood hazard boundary map.

“Flood hazard boundary map” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the area of flood hazards. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.270 Flood insurance rate map (FIRM).

“Flood insurance rate map (FIRM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.280 Flood insurance study.

“Flood insurance study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map, and the water surface elevation of the base flood. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.290 Floodplain or flood-prone area.

“Floodplain or flood-prone area” means any land area susceptible to being inundated by water from any source. (See “Flooding.”) (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.300 Floodplain administrator.

“Floodplain administrator” means the individual appointed to administer and enforce the floodplain management regulations. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.310 Floodplain management.

“Floodplain management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.320 Floodplain management regulations.

“Floodplain management regulations” means the ordinance codified in this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.330 Floodproofing.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary

facilities, structures, and their contents. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.340 Floodway.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as “regulatory floodway.” (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.350 Floodway encroachment line.

“Floodway encroachment line” means the lines marking the limits of floodways on federal, state and local floodplain maps. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.360 Floodway fringe.

“Floodway fringe” means that area of the floodplain on either side of the regulatory floodway where encroachment may be permitted. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.370 Fraud and victimization.

“Fraud and victimization” as related to Section 13.80.660, Variance, of this chapter means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the city will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.380 Functionally dependent use.

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.390 Governing body.

“Governing body” means the local governing unit, i.e., county or municipality, that is empowered to adopt and

implement regulations to provide for the public health, safety and general welfare of its citizenry. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.400 Hardship.

“Hardship” as related to Section 13.96.030(E) of this division means the exceptional hardship that would result from a failure to grant the requested variance. The city requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one’s neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.410 Highest adjacent grade.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.420 Historic structure.

“Historic structure” means any structure that is:

- A.** Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B.** Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C.** Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D.** Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states with approved programs. (Ord. 96-3 § 1

(Exh. A (part)), 1996)

13.80.430 Letter of map change (LOMC).

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.**
- (2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.**
- (3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.**
- (4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.**

13.80.440 Levee.

“Levee” means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.450 Levee system.

“Levee system” means a flood protection system which consists of a levee, or levees, and associated structures, such as closures and drainage devices, which are constructed and operated in accord with sound engineering practices. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.460 Lowest floor.

“Lowest floor” means the lowest floor enclosed area including a basement (see “Basement” definition of this chapter).

A. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to the applicable non elevation design requirements of this Division 3 of Title 13, including but not limited to:

1. The wet floodproofing standard in Section 13.92.010(C)(4);
2. The anchoring standards in Section 13.92.010;
3. The construction materials and methods standards in Section 13.92.010.

B. For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (See "Basement" definition of this chapter). This prohibition includes below-grade garages and storage areas. (Ord. 98-8 § 11, 1998)

13.80.470 Manufactured home.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.480 Manufactured home park or subdivision.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.490 Market value.

Market value shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost by the amount of depreciation, which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the flood plain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent appraiser and supported by a written

explanation of the differences. (Ord. 2003-12
§ 1 (part), 2003)

13.80.500 Mean sea level.

“Mean sea level” means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s flood insurance rate map are referenced. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.510 New construction.

“New construction” for floodplain management purposes, means structures for which the start of construction commenced on or after the effective date of floodplain management regulations adopted by the community, and includes any subsequent improvements to such structures. (Ord. 96-3 § I (Exh. A (part)), 1996).

13.80.520 New manufactured home park or subdivision.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.530 Obstruction.

“Obstruction” means and includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.540 One hundred year flood or 100-year flood.

See “Base flood.” (Ord. 96-3 § I (Exh. A (part)), 1996)

13.80.550 Permit for floodplain development.

“Permit for floodplain development” means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specified

development activities that are located in flood hazard areas and that are determined to be compliant with these regulations.

13.80.560 Principal structure.

“Principal structure” means a structure used for the principal use of the property as distinguished from an accessory use. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.570 Public safety and nuisance.

“Public safety and nuisance,” as related to Section 13.96.030(E) of this division, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.580 Recreational vehicle.

“Recreational vehicle” means a vehicle which is:

- A. Built on a single chassis;
- B. Four hundred square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Designated primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. (Ord. 98-8 § 15, 1998; Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.590 Regulatory floodway.

“Regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.600 Remedy a violation.

“Remedy of violation” means to bring the structure or other development into compliance with state or local floodplain regulations, or, if this is not possible to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other

development. (Ord. 2003-12 § 1 (part), 2003; Ord. 98-9 § 16, 1998)

13.80.610 Riverine.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. (Ord. 963 § I (Exh. A (part)), 1996)

13.80.620 Sheet flow area.

See “Area of shallow flooding.” (Ord. 96-3 § I (Exh. A (part)), 1996)

13.80.630 Special flood hazard area (SFHA).

“Special flood hazard area (SFHA)” means an area having special flood and/or mudslide (i.e., mudflow) hazards and shown on an FHBM or FIRM as zone A, AO, AIA30, AE, A99, AH, E, M. (Ord. 98-8 § I8, 1998)

13.80.640 Start of construction.

“Start of construction” means and includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garage or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.650 Structure.

“Structure” means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.660 Substantial damage.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the

structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.670 Substantial improvement.

“Substantial improvement” means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of a historic structure, provided that the alteration will not preclude the structure’s continued designation as a historic structure. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.680 Utility and miscellaneous group U.

“Utility and Miscellaneous Group U” means buildings and structures of an accessory character and miscellaneous structure not classified in any special occupancy, as described in the building code.

13.80.690 Violation.

“Violation” means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided. (Ord. 2003-12 § 1 (part), 2003; Ord. 98-8 § 20, 1998)

13.80.700 Variance.

“Variance” means a grant of relief from the requirements of this division which permits construction in a manner that would otherwise be prohibited by this division. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.710 Water surface elevation.

“Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of flood of various magnitudes and frequencies in the floodplains of coastal or riverine areas. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.720 Watercourse.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur. (Ord. 96-3 § I (Exh. A (part)), 1996)

Chapter 13.84 GENERAL PROVISIONS

Sections:

- 13.84.010 Lands to which Division 3 of Title 13 applies.
- 13.84.020 Basis for establishing the areas of special flood hazard.
- 13.84.030 Compliance.
- 13.84.040 Abrogation and greater restrictions.
- 13.84.050 Interpretation.
- 13.84.060 Warning and disclaimer of liability.
- 13.84.070 Severability.

13.84.010 Lands to which Division 3 of Title 13 applies.

Division 3 of Title 13 shall apply to all areas of special flood hazards within the jurisdiction of the city.
(Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.84.020 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for the City of Dinuba, California dated May 3, 1982, with accompanying flood insurance rate maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated May 3, 1952, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the Dinuba city council by the floodplain administrator. The study, FIRMs and FBFMs are on file at the Development Services Department, 1088 E. Kamm Avenue, Dinuba CA 93618. (Ord. 2009-02 § 1, 2009; Ord. 98-8 § 21 (part), 1998; Ord. 96-3 § 2, 1996)

13.84.030 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of Division 3 of Title 13 and other applicable regulations. Violations of the

provisions of Division 3 of Title 13 by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor.

Nothing herein shall prevent the city from taking such lawful action as is necessary to prevent or remedy any violation. (Ord. 98-8

§ 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.84.040 Abrogation and greater restrictions.

Division 3 of Title 13 is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where Division 3 of Title 13 and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.84.050 Interpretation.

In the interpretation and application of Division 3 of Title 13 all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.84.060 Warning and disclaimer of liability.

The degree of flood protection required by Division 3 of Title 13 is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. Division 3 of Title 13 does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. Division 3 of Title 13 shall not create liability on the part of the city, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on Division 3 of Title 13 or any administrative decision lawfully made thereunder. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.84.070 Severability.

Division 3 of Title 13 and the various parts thereof are declared to be severable. Should any section of Division 3 of Title 13 be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of Division 3 of Title 13 as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

Chapter 13.88 ADMINISTRATION

Sections:

13.88.010 Establishment of development permit.

13.88.020 Inspections.

~~13.88.03020~~ Designation of the administrator.

~~13.88.04030~~ Duties and responsibilities.

~~13.88.05040~~ Documentation of floodplain development.

~~13.88.06050~~ Alteration of Water courses

~~13.88.07060~~ Map determinations.

~~13.88.07565~~ Remedy of violations.

~~13.88.08070~~ Maintenance of flood protection measures.

~~13.88.09080~~ Appeals.

13.88.010 Establishment of development permit.

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 13.84.020. Application for a development permit shall be made on forms furnished by the development services manager and may include, but not be limited to, plans in duplicate scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required.

A. Site plan, including but not limited to:

1. For all proposed structures, spot ground elevations at building corners and twenty feet or smaller intervals along the foundation footprint, or one foot contour elevations throughout the

building site;

2. Proposed locations of water supply, sanitary sewer, and utilities;
3. If available, the baseflood elevation from the Flood Insurance Study and/or Flood Insurance Rate Map; and
4. If applicable, the location of the regulatory floodway;.

B. Foundation design detail, including but not limited to:

1. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
2. For a crawl-space foundation, location and total net area of foundation openings as required in Section 13.92.010(C)(3) and FEMA Technical Bulletins 1-93 and 7-93; and
3. For foundations placed on fill, the location and height of fill, and requirements (compacted to ninety-five percent using the Standard Proctor Test method).

C. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 13.92.010(C)(2) and FEMA Technical Bulletin TB3-93;

D. All appropriate certifications listed in Section 13.88.040(D) and FEMA Technical Bulletin TB 3-93; and

E. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development. (Ord. 2003-12 § 1 (part), 2003: Ord. 98-8 § 22, 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.88.020 Inspections.

Inspections, in general. Development for which a permit for floodplain development is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

Inspections of development other than buildings and structures. The Floodplain Administrator shall make or cause to be made, inspections of all development other than buildings and structures that is

authorized by issuance of a permit for floodplain development under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine when development is undertaken without issuance of a permit.

Inspections of manufactured homes installations. The Floodplain Administrator shall make or cause to be made, inspections of installation and replacement of manufactured homes in flood hazard areas authorized by issuance of a permit for floodplain development under these regulations. Upon installation of a manufactured home and receipt of the elevation certification required in 13.92.040(B) of these regulations the Floodplain Administrator shall inspect the installation or have the installation inspected.

Buildings and structures. The Building Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit, in accordance with the building code:

- A. Lowest floor elevation. Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in the building code shall be prepared by a licensed land surveyor or registered civil engineer and submitted to the building official.
- B. Final inspection. Prior to the final inspection, certification of the elevation required in the building code shall be prepared by a licensed land surveyor or registered civil engineer and submitted to the building official.

~~13.88.03020~~ Designation of the administrator.

The director of public works and building official is appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions. (Ord. 649 § 1 (part), 1982)

~~13.88.04030~~ Duties and responsibilities.

Duties and responsibilities of the director of public works under this section shall include but are not necessarily limited to the following:

- A. Permit Review. The director shall review all development permit to determine:
 - 1. The permit requirements of this section have been satisfied;
 - 2. All other required state and federal permits have been obtained;
 - 3. The site is reasonably safe from flooding;
 - 4. The proposed development does not adversely affect the carrying capacity of areas where base

flood elevations have been determined but a floodway has not been designated. For the purposes of this section, “adversely affects” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point; and

5. All letters of map revision (LOMRs) for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the “start of construction” definition.

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, “Answers to Questions About Substantially Damaged Buildings,” develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining “market value.”

2. Assure procedures are coordinated with other departments/divisions and implemented by community staff.

C. Review, Use and Development of Other Base Flood Data.

1. When base flood elevation data has not been provided in accordance with Section 13.84.020, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from federal or state agency, or other source, in order to administer Chapter 13.92. Any such information shall be submitted to the city of Dinuba for adoption; or

2. If no base flood information data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one of the two methods from the FEMA publication “Managing Floodplain Development in Approximate Zone A Areas—A Guide for Obtaining and Developing Base (100- year) Flood Elevations” dated July 1995 in order to administer Chapter 13.92.

a. Simplified Method.

i. One-hundred-year or base flood discharge shall be obtained using the appropriate

regression equation found in a U.S. Geological Survey publication, or discharge-drainage area method; and

ii. Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA; or

b. Detailed Method. The one-hundred-year or base flood discharge and the base shall be obtained using detailed methods identified in FEMA publication 265, published in July 1995 and titled: "Managing Floodplain Development in Approximate Zone A Areas—A Guide for Obtaining and Developing Base (100-year) Flood Elevations."

D. Notification of Other Agencies.

1. Alteration or Relocation of a Watercourse.

a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;

b. Submit evidence of such notification to the Federal Emergency Management Agency; and

c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

2. Base flood elevation changes due to physical alterations:

a. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).

b. All LOMRs for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on

current data.

3. Changes in Corporate Boundaries. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits. (Ord. 2009-02 § 2, 2009; Ord. 2003-12 § 1 (part), 2003; Ord. 98-8 § 23, 1998)

13.88.05040 Documentation of floodplain development.

Obtain and maintain for public inspection and make available, as needed, the following:

- A. The certification required by Sections 13.92.010(C) and 13.92.040. (Ord. 2003-12 § 1 (part), 2003; Ord. 98-8 § 24, 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.88.06050 ~~Alteration of Water courses.~~

The director shall:

- A. Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;
- B. Require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained. (Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.88.07060 Map determinations.

The director shall make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and baseflood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 13.96. (Ord. 2003-12 § 1 (part), 2003; Ord. 649 § 1 (part), 1982)

13.88.07565 Remedy of violations.

The director of public works shall take action to remedy violations of the ordinance codified in this section as specified in Section 13.84.030. (Ord. 98-8 § 25, 1998)

13.88.08070 Maintenance of flood protection measures.

The maintenance of any and all flood protection measures, levees, dikes, dams or reservoirs will be required of the jurisdiction where such measures provide protection. If these measures are privately owned, an operation or maintenance plan will be required of the owner to be on file with the director. (Ord. 649 § 1 (part), 1982)

13.88.09080 Appeals.

The City Council of Dinuba, as the governing body of the city, shall hear and decide appeals by any party interested in an application made for a development permit under this chapter who is dissatisfied with the decision on that application made by the floodplain administrator or anyone acting in his name or on his behalf, particularly when such an appeal alleges that there was an error in any requirements, decision or determination by the floodplain administrator in the enforcement or administration of any of the provisions of this division. (Ord. 96-3 § 3, 1996)

Chapter 13.92
PROVISIONS FOR FLOOD HAZARD REDUCTION

Sections:

13.92.010 Requirements for buildings and structures in flood hazard areas. Standards of construction.

13.92.020 Standards for utilities.

13.92.030 Standards for subdivisions.

13.92.040 Standards for manufactured/mobile homes.

13.92.050 Standards for Detached garages and accessory storage structures.

13.92.060 Standards for recreational vehicles.

13.92.070 Floodways.

13.92.010 Requirements for buildings and structures in flood hazard areas. Standards of construction. Applications for building and structures within the scope of the building code that are proposed in flood hazard areas shall comply with the applicable requirements of the current edition of the building code and ASCE 24.

In all areas of special flood hazards, the following standards are required:

A. Anchoring.

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured homes shall meet the anchoring standards of Section 13.92.040.

B. Construction Materials and Methods.

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
4. Require within zones AH or AO adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Floodproofing.

1. Residential property which is either newly constructed or substantially improved shall have the lowest floor, including the basement:

- a. In an AO zone, elevated ~~above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade, if no depth number is specified.~~ **in accordance with the current edition of the building code and ASCE 24.**
- b. In an A zone, elevated to or above the base flood elevation, ~~as determined by the City~~ **in accordance with the current edition of the building code and ASCE 24.**
- c. In all other zones, elevated ~~to or above the base flood elevation.~~ **in accordance with the current edition of the building code and ASCE 24.**

Upon completion of the structure, the elevation of the lowest floor (including the basement) shall be certified by a registered professional engineer or surveyor, or verified by the building inspection to the property elevated. Such certification or verification shall be provided to the director of public works.

2. Nonresidential construction shall either be elevated in conformance with subdivision (1) of this subsection, or together with attendant utility and sanitary facilities:
 - a. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the director of public works.
3. All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing the entry and exit of floodwater. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or exceed the following minimum criteria:
- a. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or
 - b. Be certified to comply with local floodproofing standards approved by the Federal Insurance Administration Federal Emergency Management Agency.
4. Manufactured homes shall also meet the standards in Section 13.92.040. (Ord. 98-8 § 26, 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.92.020 Standards for utilities.

- A. **All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.**

~~All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from systems into floodwaters.~~

- B. All final subdivision plans will provide the elevation of proposed structure(s) and pads. If the site is

filled above the base flood, the final lowest floor and pad elevations shall be certified by a registered professional engineer or surveyor and shall be provided to the director of public works. The certified project engineer shall apply for and secure letters of map revision for all newly constructed homes in new subdivisions, including payment of FEMA fees.

C. All subdivision proposals and other proposed new developments shall include within such proposals base flood elevation data. (Ord. 98-8 § 27, 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

D. **Utility and Miscellaneous Group U. Utility and miscellaneous Group U includes buildings that are accessory in character and miscellaneous structures not classified in any specific occupancy in the building code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), greenhouses, livestock shelters, private garages, retaining walls, sheds, stables, and towers. In addition to the building code requirements for fire and life safety, the following shall apply to utility and miscellaneous Group U buildings and structures in flood hazard areas:**

- (1) **New construction and substantial improvement of such buildings and structures shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions of the design flood.**
- (2) **New construction and substantial improvement of such buildings and structures, when fully enclosed by walls, shall be elevated such that the lowest floor, including basement, is elevated to or above the design flood elevation in accordance with ASCE 24 or shall be dry floodproofed in accordance with ASCE 24.**
- (3) **Unless dry floodproofed, fully enclosed areas below the design flood elevation shall be constructed in accordance with ASCE 24 and limited to parking, storage, and building access.**
- (4) **When fully enclosed by walls, flood openings shall be installed in accordance with ASCE 24.**
- (5) **Flood damage-resistant materials shall be used below the design flood elevation.**
- (6) **Mechanical, plumbing and electrical systems, including plumbing fixtures, shall be built above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of the building code for wet locations.**

13.92.030 Standards for subdivisions.

A. All new subdivisions proposals and other proposed development, including proposals for

manufactured home parks and subdivisions, greater than fifty lots or five acres, whichever is the lesser, shall:

1. Identify the special flood hazard areas (SFHA) and base flood elevations (BFE).
2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.
3. If the site is above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a letter of map revision based on fill (LOMR-F) to the floodplain administrator:
 - a. Lowest floor elevation.
 - b. Pad elevation.
 - c. Lowest adjacent grade.

B. All final subdivision plans will provide the elevation of proposed structure(s) and pads. If the site is filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and shall be provided to the director of the public works. The certified project engineers shall apply for and secure letters of map revision for all newly constructed homes in new subdivisions, including payment of FEMA fees.

C. All subdivision proposals shall be consistent with the need to minimize flood damage.

D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

E. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

F. New and replacement water supply systems to be designed to minimize or eliminate infiltration of floodwaters into the system shall be required within flood prone areas.

G. Adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures shall be required within zones AH and AO. (Ord. 2009-02 § 3, 2009; Ord. 96-3 § 4, 1996; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.92.040 Standards for manufactured/mobile homes.

A. All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred “substantial damage” as the result of a flood, shall:

1. Within zones A1-30, AH, and AE on the community’s flood insurance rate map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH or AE on the community’s flood insurance rate map that are not subject to the provisions of subsection (A) of this section, shall be elevated so that either:

1. The lowest floor of the manufactured home is at or above the base flood elevation; or
2. The manufactured home’s chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

Upon completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator. (Ord. 2009-02 § 4, 2009; Ord. 98-8 § 28, 1998; Ord. 96-3 § 5, 1996)

C. Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the lowest floor or bottom of the lowest horizontal structural member of the manufactured home, as applicable to the flood hazard area.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 304-4 or Section 304-5, as applicable, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

D. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to the Business and Professions Code and shall comply with the requirements of the Department of Housing and Community Development (HCD) and the requirements of these regulations. In addition to permits pursuant to these regulations, permits from the HCD are required where the HCD is the enforcement agency for installation of manufactured homes.

E. Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the enclosed area requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

F. Flood damage-resistant materials. Materials below elevated manufactured homes shall comply with the flood-damage resistant materials requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

13.92.050 Detached garages and accessory storage structures. Detached garages and accessory storage structures used only for parking or storage are permitted below the base flood elevation provided the garages and accessory storage structures:

- A. Are one story and not larger than 600 square feet in area when located in special flood hazard areas.
- B. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- C. Have flood openings in accordance with the building code.
- D. Have flood damage-resistant materials used below the base flood elevation.
- E. Have mechanical, plumbing and electrical

13.92.06050 Standards for recreational vehicles.

All recreational vehicles placed on sites within zone A1-30, AH or AE on the community's flood insurance rate map will either:

- A. Be on the site for fewer than one hundred eighty consecutive days; or
- B. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site by no more than quick disconnect utilities and/or security device, and has no permanently attached additions; or
- C. Meet the permit requirements of Section 13.88.010 and the elevation and anchoring requirements for manufactured homes in Section 13.92.040(A). (Ord. 2009-02 § 5, 2009; Ord. 98-8 § 29, 1998; Ord. 96-3 § 6, 1996)

13.92.07060 Floodways.

Located within areas of special flood hazard established pursuant to Section 13.84.020 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Encroachments, including fill, new construction, substantial improvement and other new development within floodways is prohibited unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in the base flood elevation during the occurrence of the base flood discharge.
- B. If the requirements of Section 13.92.060(A) are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of this Chapter 13.92. (Ord. 98-8 § 30, 1998)

Chapter 13.96 VARIANCE PROCEDURE

Sections:

- 13.96.010 Nature of variance.
- 13.96.020 Appeal board.
- 13.96.030 Conditions for variances.
- 13.96.040 Notice to applicant.

13.96.010 Nature of variance.

The variance criteria set forth in this chapter are based on the general principal of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this division would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the city to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate. (Ord. 96-3 § 7 (Exh. B (part)), 1996)

13.96.020 Appeal board.

A. Prior to granting a request for variance, the city shall consider all technical evaluations, all relevant factors, standards specified in other sections of this division, and the:

1. Danger that materials may be swept onto other lands to the injury of others;
2. Danger to life and property due to flooding or erosion damage;

3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in time of flood for ordinary and emergency vehicles;
10. Expected height, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

B. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the office of the Tulare County recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

C. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance and report such variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency. (Ord. 96-3 § 7 (Exh. B (part)), 1996)

13.96.030 Conditions for variance.

A. Generally, variances may be issued for new construction, substantial improvements, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Chapters 13.88 and

13.92 of this division have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of historic structures (as defined in Chapter 13.80 of this division) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. Minimum necessary means to afford relief with a minimum of deviation from the requirements of this division. For example, in the case of variances to an elevation requirement, this means the city need not grant permission for the applicant to build at grade, or even to whatever elevation the application proposes, but only to that elevation which the city believes will both provide relief and preserve the integrity of the local ordinance.

E. Variances shall only be issued upon a:

1. Showing of good and sufficient cause;
2. Determination that failure to grant the variance would result in exceptional hardship (as defined in Chapter 13.80 of this division) to the applicant; and

3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (as defined in Chapter 13.80 of this division, see “Public safety and nuisance”), cause fraud or victimization (as defined in Chapter 13.80 of this division) of the public, or conflict with existing local laws or ordinances.

F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use; provided, that the provisions of subsection (A) of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

G. Upon consideration of the factors of the purpose of this chapter, the city may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. (Ord. 96-3 § 7 (Exh. B (part)), 1996)

H. **Agricultural structures. A variance is authorized to be issued for the construction or substantial improvement of agricultural structures that are not elevated or dry floodproofed, provided the requirements of this section are satisfied and:**

1. **A determination has been made that the proposed agricultural structure:**

- a. **Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.**
- b. **Has low damage potential.**
- c. **Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water reactive materials.**
- d. **Complies with the wet floodproofing construction requirements of Section 107-8(2), below.**

2. **Wet floodproofing construction requirements.**

- a. Anchored to resist flotation, collapse, and lateral movement.
- b. When enclosed by walls, walls have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.
- c. Flood damage-resistant materials are used below the base flood elevation.
- d. Mechanical, electrical, and utility equipment are elevated above the base flood elevation.

13.96.040 Notice to applicant.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

- A. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
- B. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the Office of the Tulare County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land. (Ord. 2009-02 § 6, 2009: Ord. 96-3 § 7 (Exh. B (part)), 1996: Ord. 649 § 1 (part), 1982)



City Council Staff Report

Department: FINANCE SERVICES

September 27, 2022

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

Subject: Resolution No. 2022-50 Authorizing the Investment of Reserve Funds in the Tulare County Treasury Pool (KS)

RECOMMENDATION

Council authorize the investment of excess funds into the Tulare County Treasury Pool.

EXECUTIVE SUMMARY

Section D.1-5 of the City of Dinuba's Investment Policy outlines allowable investments for the City's surplus cash. Section D.6 permits Council to authorize investments of equal safety and liquidity as allowed by Council resolution. The Tulare County Investment Pool is such an investment.

OUTSTANDING ISSUES

None.

DISCUSSION

The Investment Policy of the City of Dinuba outlines the criteria for investments of safety, liquidity, rate of return and maturity. The Tulare County Treasury Pool objectives align with those of the city by making the primary objective to provide safety of principal, and secondly to provide adequate liquidity to meet all requirements which might be reasonably anticipated; and lastly to earn a rate of return that is commensurate with the first two objectives. Participation in the Tulare County Investment Pool would give the City of Dinuba another investment option similar to that of LAIF (Local Agency Investment Fund).

The Tulare County Pool is comprised of two portfolios, one of which is considered "liquid," while the other is considered the "core" portfolio. The Liquid portfolio invests in short term and highly liquid money market and cash management vehicles to ensure the Treasury Pool's ability to meet the financial obligations of the pool participants.

The core portfolio represents stable balances that are not needed for anticipated cash flow obligations and is currently being managed by PFM Asset Management, investing in longer-term assets for portfolio growth and income.

As of June 30, 2022 the Tulare County total investment pool balance was \$2.2 billion. Mandatory participants in the Treasury Pool are the County, K-12 school districts, the College of the Sequoias, certain special districts, and other accounts controlled by the County Board of Supervisors. As of June 30, 2021 the mandatory participants accounted for 94.3% of the Investment Pool's assets. The remaining 5.7% of the investment pool consists of voluntary participants such as Tulare County Employees' Retirement Association, various special districts and other local government agencies and cities including the Cities of Porterville and Hanford. Administrative costs for the investment pool are allocated proportionally to each participants balance in the fund. These costs are allocated when interest is allocated.

In 2021/22 fiscal year effective rate of returns for the City of Dinuba and the Tulare County Investment Pool are listed below by quarter. The Tulare County Investment Pool had a slightly better return compared to the City's investments.

Quarter Ending	City of Dinuba Monthly Portfolio Rate	Tulare County Investment Pool
September 30, 2021	0.24%	1.17%
December 31, 2021	0.23%	0.93%
March 31, 2021	0.32%	0.89%
June 30, 2021	0.75%	0.97%

As outlined in the Investment Policy, the goal is for the City to seek the highest rate of return available within the guidelines of the policy and gives the Finance Director the authority to invest cash into appropriate investment pools (i.e., LAIF, certificate of deposits, etc.).

The Tulare County Investment Pool meets the goals of the City's investment policy as a conservative investment pool with better yields. Therefore, staff is recommending that the City invest some of its cash with the Tulare County Investment Pool. Per the standard agreement with the County of Tulare, the City will be required to maintain a minimum of \$1 million in the pool for a period of one year and will be limited to making two withdrawals per month. The City had just over \$50 million set aside in LAIF as of June 30, 2022. If approved, the city intends on investing 10 percent (\$5 million) in the Tulare County Investment pool and adjusting the amount as necessary.

Resolution No. 2022-50 enclosed herein as Attachment 'A' authorized the Finance Director to invest into the Tulare County Investment Pool pursuant to the Investment Agreement enclosed as Attachment 'B'.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2022-50

B. Agreement to Invest Funds into the County Treasury

RESOLUTION 2022-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA
AUTHORIZING INVESTMENT OF EXCESS FUNDS INTO THE TULARE COUNTY
TREASURY POOL**

WHEREAS, Section 53684 of the California Government Code allows local agencies to deposit excess funds into the County Treasury for purposes of investment by the County Treasurer-Tax Collector (the "Treasurer"); and

WHEREAS, the City of Dinuba has found that it may, from time to time, be advantageous to make such deposits for purposes of investment with the County Treasury Pool; and

WHEREAS, the City Manager or the Administrative Services Director responsible for the funds of the City of Dinuba has determined, and may determine from time to time, that excess funds of the City of Dinuba exist which are not required for immediate use;

NOW, THEREFORE, BE IT RESOLVED that this resolution is adopted and approved by the City Council of the City of Dinuba on this day 27th day of September 2022 by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

BY:

Maria Alaniz, City Clerk

Linda Launer, Mayor of the City of Dinuba

**AGREEMENT
FOR
THE DEPOSIT AND INVESTMENT OF EXCESS FUNDS
INTO THE COUNTY TREASURY**

THIS AGREEMENT is made and entered into as of the date fully executed by and between City of Dinuba hereinafter referred to as “Local Agency”, and the County of Tulare, California a political subdivision of the State of California, hereinafter referred to as “County”.

RECITALS

WHEREAS, Section 53684 of the California Government Code allows local agencies to deposit excess funds into the County Treasury for purposes of investment by the County Treasurer-Tax Collector (the “Treasurer”); and

WHEREAS, Local Agency has found that it may, from time to time, be advantageous to make such deposits for purposes of investment with the Treasurer; and

WHEREAS, the Treasurer or other official responsible for the funds of the Local Agency has determined, and may determine from time to time, that excess funds of the Local Agency exist which are not required for immediate use; and

WHEREAS, the governing body of Local Agency has authorized the deposit of moneys of Local Agency for purposes of investment with the County Treasury in accordance with the provisions of Section 53684 of the California Government Code.

ARTICLES

1. ACKNOWLEDGEMENT

The parties acknowledge that the Recitals are true and correct.

2. SCOPE OF AGREEMENT

This Agreement specifies the contractual terms and conditions by which County will manage and invest Local Agency’s excess funds which have been deposited for investment with the Treasurer. Pursuant to various provisions of Government Code and Revenue and Taxation Code, the Treasurer shall provide central depository and investment services for Local Agency.

3. COUNTY INVESTMENT POOL / INVESTMENT POLICY STATEMENT

Local Agency understands that the funds it deposits for investment will be held in the Tulare County Investment Pool and shall be invested by the Treasurer in accordance with the policies contained in the Tulare County *Annual Investment Policy of the Pooled Investment Fund* (Investment Policy), as now in effect and as may be revised from time to time.

4. LOCAL AGENCY ACKNOWLEDGEMENTS

Local Agency acknowledges that it has received and carefully reviewed the Investment Policy, and is familiar with its contents. Having considered and weighed the risks of investing (including, but not limited to, the risks of loss of interest and principal) the Local Agency has determined that it is appropriate and legal to invest its moneys in the Tulare County Treasury as permitted by the Investment Policy. The Local Agency has been advised by the Treasurer and understands that the Investment Policy may be amended by the Treasurer without the review or consent of Local Agency.

To the extent its moneys are invested with the County, in whole or in part, the Local Agency further acknowledges that the \$1.00 NAV is not guaranteed or insured by the Treasurer.

Local Agency acknowledges that voluntary depositors are required to maintain a minimum balance of \$1,000,000 (one million dollars) in the pool for a minimum of 1 year. Local Agency further acknowledges that withdrawals from the pool are limited to two withdrawals per month and must comply with the notification requirements as outlined in the Investment Policy.

5. TERM OF AGREEMENT

This Agreement shall become effective on the date fully executed and shall continue indefinitely, unless this Agreement is terminated earlier by either party in accordance with Article 8.

6. DEDUCTION OF ADMINISTRATIVE FEES

Local Agency agrees that the Treasurer shall deduct administrative charges from its gross interest income pursuant to California Government Code Sections 53684(b) and 27013.

7. AMENDMENT

Neither party shall make any change to this Agreement without the other's written consent. Such changes shall be incorporated into an Agreement Amendment, which shall not become effective until signed by the parties.

8. TERMINATION

Notwithstanding the requirement discussed in Article 4 above, either party in accordance with this Article may terminate the provision of services under this Agreement, in whole or in part, whenever either party shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the other party of a Notice of Termination specifying the extent to which services under the Agreement are terminated, and the date upon which such termination will become effective.

After receipt of a Notice of Termination, and except as otherwise agreed:

- (a) The County shall stop performing under this Agreement on the date specified and to the extent specified in the Notice of Termination.
- (b) Local Agency shall request no further services requiring work to be performed after the termination date as specified in the Notice of Termination.

Upon termination, Local Agency agrees to pay the County for all services performed prior to termination.

9. DEPOSITS AND WITHDRAWALS

The officers or employees listed on the *Authorized Signature List*, or their successors in each office, shall be authorized to deposit and request withdrawals of moneys of Local Agency in the County Treasury. When Local Agency requests a withdrawal of funds from the County Treasury, Local Agency and County shall comply with all applicable withdrawal provisions pursuant to California law, as now in effect and as may be subsequently added, including but not limited to Government Code Section 27136.

10. NOTICES

Where required to be given under this Agreement, notice shall be in writing and shall be deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

Local Agency	City of Dinuba Attention: Karina Solis 405 E El Monte Way Dinuba, CA 93618
County	Tulare County Treasurer-Tax Collector Attention: Paul Sampietro 221 S. Mooney Blvd., Rm. 103-E Visalia, CA 93291-4593

11. WAIVER

The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

12. ENTIRE AGREEMENT REPRESENTED

This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

13. INDEMNIFICATION

The County and Local Agency each agree to hold harmless, defend and indemnify the other, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to

property, arising from, or in connection with, the performance of their respective agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exist by reason of this Agreement, and any claims made against either party alleging civil rights violations by either party under Government Code sections 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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

TULARE COUNTY TRAESURER-TAX COLLECTOR

By: _____
Cass Cook

City of Dinuba

By: _____
Karina Solis, Administrative Services Director



City Council Staff Report

Department: CITY CLERK

September 27, 2022

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Liability Claim (MA)

RECOMMENDATION

Pursuant to Government Code Section 54956.95; Claimant(s) Ramon Longoria.
Agency Claimed Against: City of Dinuba.

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING