



Tuesday, March 8, 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

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

4. NEW EMPLOYEES AND PROMOTIONS

- 4.1. Elizabeth Diaz, Records Technician (DP)

5. CONSENT CALENDAR

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

5.1. SUBJECT

Recognition of Dinuba High School men's basketball team for achieving League Championship. (DJ)

RECOMMENDATION

Council to approve recognition of Dinuba High School Emperor's men's basketball team for achieving League Championship. (DJ)

5.2. SUBJECT

Pyrotechnics Contract for the 2022 Dinuba Independence Day Celebration (SH)

RECOMMENDATION

Council approve the Pyrotechnics Contract with Fireworks America for pyrotechnics services in the amount of \$20,000 for the July 3, 2022 Independence Day Celebration and authorize the City Manager or designee to execute the agreement.

5.3. SUBJECT

Leadership Class of Northern Tulare County Request for Co-sponsorship of the Annual Cinco de Mayo Event, May 4-7, 2022 (DJ)

RECOMMENDATION

Council approve co-sponsorship of the Cinco de Mayo event at Rose Ann Vuich Park on May 4-7, 2022, and the parade downtown on May 7, 2022, hosted by the Leadership Class of Northern Tulare County.

5.4. SUBJECT

Ordinance 2022-01 (Dinuba Unified School District annexation) second reading and adoption.

RECOMMENDATION

Council conduct the second reading, waive reading in full, and adopt Ordinance 2022-01, pertaining to the rezoning of 76.6 acres located on the south side of Kamm Avenue, west of Alta Avenue to the "RCO" zone.

5.5. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of February 22, 2022 as presented.

5.6. SUBJECT

Resolution No. 2022-13 Consideration of Opposition of California Senate Bill SB 972, California Retail Food Code (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2022-13 opposing Senate Bill 972 (SB972), which proposes amendments to the California Retail Food Code.

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register February 25 & March 4, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

7. PUBLIC HEARING

7.1. SUBJECT

Ordinance No. 2022-02 Amending Ordinance No. 2019-01 Adopting State Mandated Recycling Programs (IH)

RECOMMENDATION

Council conduct a public hearing, receive testimony, close the public hearing and take the following actions by one motion:

1. Introduce and waive the full reading of Ordinance No. 2022-02, amending Ordinance No. 2019-01 that updated Title 7.21 of the Dinuba Municipal Code pertaining to the regulation of State mandated recycling programs; and,
2. Schedule second reading and adoption of Ordinance for March 22, 2022.

8. MAYOR/COUNCIL REPORTS

9. CITY MANAGER COMMUNICATIONS

10. CITY STAFF COMMUNICATIONS

11. 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: POLICE SERVICES

March 8, 2022

To: Mayor and City Council
From: Devon Popovich, Chief of Police
Subject: Elizabeth Diaz, Records Technician (DP)

RECOMMENDATION

Recognition of Elizabeth Diaz on her recent promotion from Community Service Officer to Records Technician effective March 7, 2022.

EXECUTIVE SUMMARY

None

OUTSTANDING ISSUES

None

DISCUSSION

None

FISCAL IMPACT

None

PUBLIC HEARING

None



City Council Staff Report

Department: CITY MANAGER'S OFFICE

March 8, 2022

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Recognition of Dinuba High School men's basketball team for achieving League Championship. (DJ)

RECOMMENDATION

Council to approve recognition of Dinuba High School Emperor's men's basketball team for achieving League Championship. (DJ)

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

None.

DISCUSSION

The Dinuba High School Emperors boy's basketball team had an outstanding 2021-2022 basketball season. The team, head coach Jeff Schofield, and support staff all worked tirelessly and put in tremendous effort throughout the season.

These efforts lead to the defeat of the Central Valley Christian Cavaliers in a score of Dinuba 51 CVC 38 in the Valley Championship. The Dinuba High School Emperors boy's basketball were named Valley Champions for a second year.

Staff recommends Council approve the recognition of the 2021-2022 Dinuba High School Emperors boy's basketball team by formal recognition, which is attached herein as 'Attachment A.'

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A: Recognition of the 2021-2022 Dinuba High School Emperors boy's basketball team

CITY OF DINUBA

Recognition

Dinuba High School Boy's Basketball League Champions

WHEREAS, the Dinuba High School Emperors boy's basketball team had an outstanding 2021-2022 basketball season; and

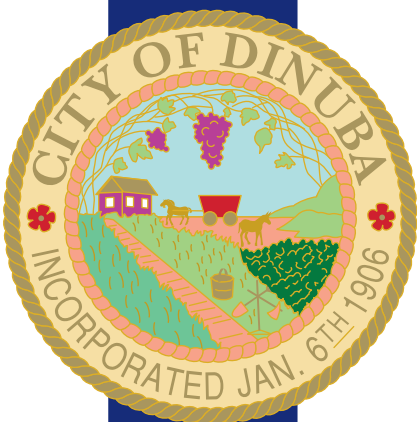
WHEREAS, the team, head coach Jeff Schofield, and support staff all worked tirelessly and put in tremendous effort throughout the season; and

WHEREAS, the Dinuba High School Emperors tremendous efforts lead to the defeat of the Central Valley Christian Cavaliers in a score of Dinuba 51 CVC 38 in the Valley Championship; and

WHEREAS, the Dinuba High School Emperors boy's basketball were named Valley Champions for a second year; and

NOW, THEREFORE, BE IT RESOLVED, that I, Linda Launer, Mayor of the City of Dinuba, do hereby recognize the efforts and success of the Dinuba High School Emperors boy's basketball team during the 2021-2022 basketball season.

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 8th day of March, two-thousand-twenty-two.



Linda Launer, Mayor

Attest
Maria Alaniz
Interim City Clerk

2022



City Council Staff Report

Department: PARKS AND COMMUNITY
SERVICES

March 8, 2022

To: Mayor and City Council

From: Stephanie Hurtado, Parks and Community Services Director

Subject: Pyrotechnics Contract for the 2022 Dinuba Independence Day Celebration (SH)

RECOMMENDATION

Council approve the Pyrotechnics Contract with Fireworks America for pyrotechnics services in the amount of \$20,000 for the July 3, 2022 Independence Day Celebration and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

The Community Services Department proposes to enter into a contract with Fireworks America to provide pyrotechnic services for the 2022 Independence Day Celebration. The community event is planned to take place on Sunday, July 3, 2022.

OUTSTANDING ISSUES

None.

DISCUSSION

The Independence Day Celebration is a highly anticipated and historically well-attended community event. It is the Council's goal to host the annual Independence Day aerial fireworks show for the community. In keeping with that goal, the Community Services Department sent out an informal request for proposals for aerial fireworks display services. Fireworks America submitted a proposal of \$20,000 which includes insurance, the operator(s), permits filings and transportation costs. The proposal is attached herein as Attachment 'A'.

In 2021 there was a clerical error on their part which resulted in a shorter show than anticipated. Fireworks America President Kevin Bruecker sent a letter shortly after apologizing and offered to make a 25% increase in fireworks this year to make the

show bigger and better for no additional cost. In this agreement you will see as additional 450 shots to make up for their error last year. Despite a shorter firework display, the company delivered a successful show in 2021 and staff recommends utilizing their services for the 2022 aerial show.

Staff is proposing to host the event at Ridge Creek Golf Course in a similar fashion to the 2021 event. Under this plan, the fireworks will be launched from a safe distance (1,500-2,000 ft.) on the golf course, and public parking will be on the east end of Ave 412 in an open lot, adjacent to the Ridge Creek parking lot. Handicap parking will be accessible in the golf course parking lot. The event is scheduled to begin at 6:30 p.m. and will include live entertainment, food booths and local vendors. The aerial fireworks display will begin at 9:15 p.m. Fireworks America will launch 2,213 total shots over 20 minutes (grand finale has 352 shots). Staff recommends Council authorize the City manager or designee to execute the agreement with Fireworks America in the amount of \$20,000 for the 2022 Independence Day Celebration event.

FISCAL IMPACT

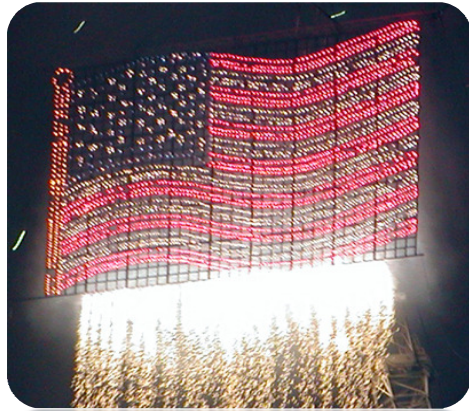
The financial impact for this year's event is approximately \$30,000. Funding for this expenditure comes from the General Fund/Community Promotions. The additional \$10,000 consists of event programming costs such as stage sound/lighting, entertainment, advertising, portable lighting, portable restrooms, and miscellaneous costs.

PUBLIC HEARING

ATTACHMENTS:

A. Pyrotechnics Contract for the 2022 Fireworks Show

City of Dinuba



Presents

Celebrate Freedom **A Fireworks Extravaganza** **7/2/2022**

Produced by



"The Difference is Quality"

The City of Dinuba
Celebrate Freedom
July 2, 2022

Announcement Barrage

Program A
Electrical

Aerial Titanium Flash Salutes

3" 20

Color and Multi-Color Finale Shells

2.5" 20

Bombardments

Program A
Electrical

25 Shot 6

49 Shot 4

100 Shot 2

150 Shot 1

300 Shot 1

Total Shots 996

Aerial Show Presentation

Aerial Titanium Flash Salutes

3" 10

Color and Multi-Color Aerial Shells

3" 100

4" 50

5" 25

6" 12

**Flitter, Glitter, Electric Color and
Color Changing Shells**

3" 50

4" 25

5" 12

6" 6

Distinctive and Unique Aerial Shells

3" 25

4" 12

5" 6

6" 3

Streaking Comets & Tiger Tails

3" 20

Premium Aerial Shells

3" 12

4" 4

5" 2

6" 1

Aerial Grand Finale

Color and Multi-Color Finale Shells

2.5" 180

3" 60

4" 12

Aerial Flash Salutes

3" 100

Replacement Bombardments

100 Shot 3

150 Shot 1

Total :Shots 450



The City of Dinuba
Celebrate Freedom
July 2, 2022

Grand Totals

Program A
Electrical

Aerial Shells

2.5"	200
3"	397
4"	103
5"	45
6"	22

Total Aerial Shells
767

Bombardment Shots
996
450

Total Shots
2213

Program Price

Program A
Electrical

**Total Program Price Inclusive of
Insurance, Operator and
Transportation**

Cost \$20,000



The City of Dinuba
**Show Concept, Services List,
and Miscellaneous Details**

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of
\$10,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance
(Statute)
- 6) Music Tape
- 7) Choreography

The City of Dinuba to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Sand & Sand Removal, if req'd
- 4) Permit Fees
- 5) Standby Firefighter Fees, if req'd
- 6) Sound System and Playback
- 7) Adequate Permit Time as
listed below.

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times**.

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of **60 days** to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

The City of Dinuba
**Show Concept, Services List,
and Miscellaneous Details**

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

Method of Discharge:

Dependent upon program choice

Choreography:

Dependent upon program choice





PYROTECHNIC PUBLIC DISPLAY CONTRACT

Fireworks & Stage FX America, LLC
dba: Fireworks America
PO Box 488
Lakeside, CA 92040
619-938-8277
619-938-8273 Fax

BATF License Number:

9-CA-073-20-6B-01843
9-CA-073-23-6B-01844

California Licenses:

GPD-0528
I/E-1129
W-1132

- 1) This Contract, entered into this 15th day of August, 2021, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and THE CITY OF DINUBA hereinafter referred to as "BUYER".
- 2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks/special effects display as per Program _____, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on July 2, 2022, located at Centennial Park. The time of the display is to be at: 8:30pm.
- 3) BUYER agrees to pay FA the sum of: Twenty Thousand Dollars and Zero Cents (\$20,000.00) (USD) per the following terms: 50% deposit is due to FA on Contract Execution, balance remaining is to be paid in full to FA Net 10 days after the display has fired.
- 4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied. FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.
- 5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.

Fireworks America Public Display Contract

6) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by FA. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times FA is away from the DISPLAY SITE.

7) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify FA for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.

8) BUYER, at its expense, shall provide FA sufficient parking, all necessary site and event passes and allow FA sufficient time and available access, as determined by FA, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.

9) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in paragraphs 5, 6, 7 and 8 herein, FA shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by FA.

10) BUYER agrees to assume the risk of weather, or any other cause that is beyond FA's control, that may prevent the display from being discharged on the scheduled date and time. In the event that FA, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 11 herein.

11) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to FA 35% of the display contract price and all other associated costs incurred by FA, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, choreography, custom design or any other provable expense associated with the execution of the Display.

12) BUYER agrees to hold FA harmless from all claims and penalties made against FA in the event that the display fails to start on time or is disrupted after commencement as a direct result of equipment or product malfunction or failure.

13) FA agrees to provide insurance coverage of Six Million Dollars, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of FA only and does not extend to any other aspect of the event at which such a display may be held. FA's operations are deemed complete when FA has vacated the premises.

14) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the discontinuance or cancellation of the display.

Fireworks America Public Display Contract

15) FA agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by FA hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

16) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of San Diego, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

17) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and FA. Neither party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

18) BUYER shall not under any circumstances, be entitled to recover any consequential damages from FA. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 13 herein.

19) Other Considerations: NONE

20) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 15th day of August, 2021.

Fireworks & Stage FX America, LLC

By: J. Scott Danielson

Title: General Manager

The City of Dinuba

By: _____

Title: _____



City Council Staff Report

Department: CITY MANAGER'S OFFICE

March 8, 2022

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Leadership Class of Northern Tulare County Request for Co-sponsorship of the Annual Cinco de Mayo Event, May 4-7, 2022 (DJ)

RECOMMENDATION

Council approve co-sponsorship of the Cinco de Mayo event at Rose Ann Vuich Park on May 4-7, 2022, and the parade downtown on May 7, 2022, hosted by the Leadership Class of Northern Tulare County.

EXECUTIVE SUMMARY

The Leadership Class of Northern Tulare County Class (LNTC) is planning the 2022 Cinco de Mayo Event and parade. The event will take place May 4-7, 2022, at Rose Ann Vuich Park. The parade will take place Saturday, May 4, 2022. LNTC is once again requesting that the City co-sponsor the event with exclusive use of Vuich Park, closure of the streets in the downtown for the parade and authorize assistance from city staff to prepare grounds and streets for the event.

OUTSTANDING ISSUES

None.

DISCUSSION

This year's Leadership Class (LNTC) is planning the 2022 Cinco de Mayo Festival. Historically the event is held at Rose Ann Vuich Park and this year's LNTC is planning a similar event. The dates of the event are May 4-7, 2022. The event includes food, entertainment, a carnival, and a parade through the downtown.

The LNTC class submitted a request (Attachment A) requesting that the City of Dinuba co-sponsor the event; exclusive use of Rose Ann Vuich Park and assistance from city staff to help prepare the grounds for the event and downtown streets for the parade. In addition, LNTC submitted a request to Community Services for use of

Vuich Park, and an application to the Traffic Safety Committee (TSC) for approval of the Cinco de Mayo Parade route through the downtown scheduled on Saturday, May 4. Both Community Services and the TSC have approved the requests submitted by LNTC concerning the Cinco de Mayo event in May.

Co-sponsorship of the event means that the City agrees to allow LNTC to host the event on city property, waive the park use fees and provide in-kind assistance from city staff before, during and after the event.

FISCAL IMPACT

Fiscal impact is estimated at \$2,830 for use of the park, pavilion and band shell rental fees. In addition, staff time is provided as an in-kind service during the course of the event.

PUBLIC HEARING

None required.



City Council Staff Report

Department: PUBLIC WORKS

March 8, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: Karl Schoettler, City Planning Consultant

Subject: Ordinance 2022-01 (Dinuba Unified School District annexation) second reading and adoption.

RECOMMENDATION

Council conduct the second reading, waive reading in full, and adopt Ordinance 2022-01, pertaining to the rezoning of 76.6 acres located on the south side of Kamm Avenue, west of Alta Avenue to the "RCO" zone.

EXECUTIVE SUMMARY

The action will result in the pre-zoning of two parcels containing 76.6 acres planned for the development of a new High School by Dinuba Unified School District.

OUTSTANDING ISSUES

None.

DISCUSSION

At the February 22 meeting, the City Council approved the introduction of an ordinance to pre-zone two parcels containing 76.6 acres located on the southwest corner of Kamm Avenue and Alta Avenue.

The pre-zoning is associated with a larger request by Dinuba Unified School District to annex the site into the City and construct and operate a new High School campus.

The existing county agricultural zoning will be replaced with the Dinuba "RCO" (Resource Conservation) zone. This zone is typically applied to public facilities throughout the City, including school campuses.

At the same time the City Council also initiated annexation of the site. Staff is currently preparing an application to the Tulare Local Agency Formation Commission

(LAFCo) to consider the annexation request.

FISCAL IMPACT

None.

PUBLIC HEARING

A public hearing notice was published prior to the City Council's meeting of February 22, 2022.

ATTACHMENTS:

Ordinance 2022-01

ATTACHMENT "A"

ORDINANCE NO. 2022-01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING THE ZONING OF
PARCELS LOCATED ON THE SOUTHWEST CORNER OF W. KAMM AVENUE AND THE SOUTH
ALTA AVENUE**

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

SECTION 1. FINDINGS.

- (a) The City of Dinuba administers a Zoning Ordinance (Title 17 of the Dinuba Municipal Code), including a map that designates all parcels of land with specific zoning classifications.
- (b) The purpose of zoning is to facilitate a well-planned City and to avoid land use conflicts, among other objectives.
- (c) The City has initiated the annexation of two parcels (and portions of parcels) containing approximately 76.6± acres on the southwest corner of W. Kamm Avenue and S. Alta Avenue. Currently the parcels are zoned by Tulare County. The parcels are proposed to be zoned RCO (Resource Conservation) upon annexation to the City.
- (d) The Assessor Parcel Numbers of the subject parcels are 030-010-006 and 030-010-041.
- (e) The purpose of the zone change is to facilitate the development of a new high school campus by Dinuba Unified School District on the site.
- (f) The proposed zone change is shown on Exhibit 1.

SECTION 2. 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 3. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. 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 in the office of the City Clerk at least five days prior to the

Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

This Ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

SECTION 5. The foregoing Ordinance No. 2022-01 was introduced at a regular meeting of the City Council of the City of Dinuba on the 22nd day of February, 2022, by the following vote:

AYES: Launer, Longoria, Nerio-Guerrero, Reynoso, Thusu

NOES: None

ABSENT: None

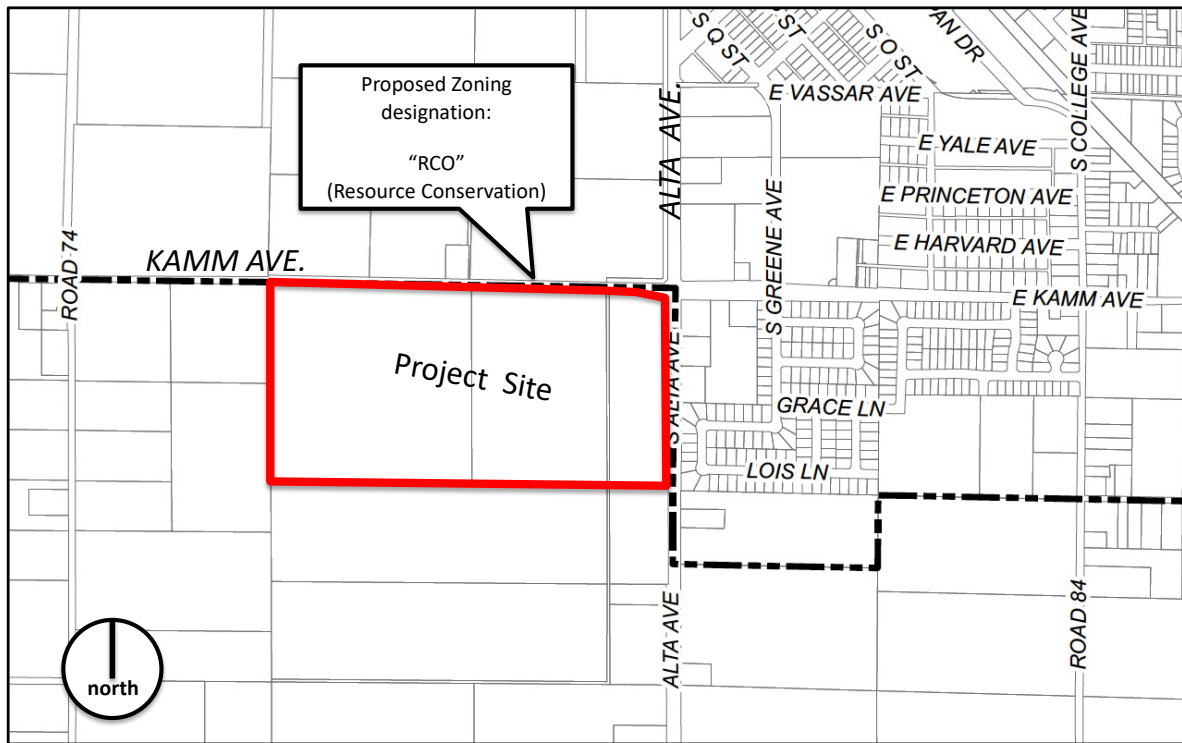
ABSTAIN: None

Linda Launer, Mayor of the City of Dinuba

ATTEST:

Maria Alaniz, City Clerk

Exhibit 1





City Council Staff Report

Department: CITY CLERK

March 8, 2022

To: Mayor and City Council

From: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of February 22, 2022 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, February 22, 2022



**February 22, 2022
MINUTES**

COUNCIL MEMBERS PRESENT:

Nerio-Guerrero, Reynosa-via zoom, Longoria, Launer, Thusu

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Alaniz, Hernandez, Hurtado, James, Montejano, Patlan, Popovich, Solis, Webster, Yanez

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Mayor Launer 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 let by Council Member Nerio-Guerreo.

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. REQUEST TO ADDRESS COUNCIL

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Mary Villareal, Dinuba Unified School District Board President addressed the council to personally invite them to the ground breaking ceremony for the new Dinuba High School site. The ground breaking ceremony is scheduled for April 5, 2022.

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

Notice of Completion - Ridge Creek Ranch Phases 3 and 4 (DL)

RECOMMENDATION

Council to accept the Ridge Creek Ranch Phases 3 and 4 public improvements as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

4.2. SUBJECT

Blessing of the Bikes and Cars 2022 (SH)

RECOMMENDATION

Council approve the use of Rose Ann Vuich Park to Unity Crew for the "Blessing of the Bikes and Cars" event and waive the park rental fee in the amount of \$206.

4.3. SUBJECT

Resolution #2022-11, Authorizing the Subaward Agreement for FY 2020 State Homeland Security Grant Programs Funding (DP)

RECOMMENDATION

Council approve the Subaward Equipment Agreement with the County of Tulare for the purchase of (3) Motorola APX 8000 Portable Radios. It is recommended that the City Council approve this agreement to accept a \$17,139 grant award from the FY 2020 State Homeland Security Grant Programs (SHSGP) for the purchase of equipment needed for the Police Department.

4.4. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of February 8, 2022 as presented.

A motion was made by Council Member Longoria, second by Council Member Nerio-Guerrero, Motion to approve consent calendar as presented.

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

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register February 11 & 18, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Nerio-Guerrero, second by Council Member Thusu, Motion to approve warrant register as presented.

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

6. PUBLIC HEARING

6.1. SUBJECT

Notice of Completion - North Dinuba Infrastructure Improvements Project (DL)

RECOMMENDATION

Staff is recommending Council to open a public hearing, receive testimony, close public hearing, and take the following action;

1. Accept the North Dinuba Infrastructure Improvements Project public improvements as complete and;
2. Authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

Director Hernandez presented to council on the North Dinuba Infrastructure Improvement Project was complete.

No public comment from the public were brought forward.

Council provided words of appreciation and gratitude for the project.

A motion was made by Council Member Thusu, second by Council Member Longoria, to accept the North Dinuba Infrastructure Improvement Project public improvements as completed, and to authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

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

6.2. SUBJECT

Public hearings to consider land use entitlements for the new Dinuba High School consisting of Resolution No. 2022-07 adopting findings in the Environmental Impact Report prepares for the new Dinuba High School, Resolution No. 2022-08 approving annexation of two parcels totaling 76.6 acres of land, Resolution No. 2022-09 amending the Sphere of Influence boundary and General Plan Land Use Map, Resolution No. 2022-09 amending General Plan Land Use Map, Ordinance No. 2022-01 amending the Zoning Map, and Resolution No. 2022-10 approving a Public Improvement Agreement for the project. (KSch)

RECOMMENDATION

Council conduct a hearing to receive testimony concerning the project, close the hearing and take the following action by one motion:

1. Approve Resolution No. 2022-07 adopting the findings of the "New Dinuba High School Environmental Impact Report" as the environmental finding for the project.
2. Adopt Resolution No, 2022-08 initiating a Reorganization to annex the site into the City of Dinuba and detach it from the Kings River Conservation District and County Service Area No. 1.
3. Adopt Resolution No. 2022-09 approving an amendment of the Dinuba Sphere of Influence boundary to include the entirety of the subject site, and also to amend the Dinuba General Plan's land use designation of the site from "Light Industrial" to "Public/Semi-Public".
4. Introduce and conduct the first reading, waive reading in full, of the Ordinance No. 2022-01 amending the City of Dinuba Zoning Map to prezone the site "RCO" (Resource Conservation).
5. Adopt Resolution No. 2022-10 approving a Public Improvement Agreement between the City of Dinuba and Dinuba Unified School District.

Karl Schoettler, City Planner Consultant presented the Dinuba High School Campus Site Plans. Schoettler stated that the Planning Commission had approved the project with a 3-2 vote on February 1, 2022.

Mayor Launer opened the Public Hearing. Mary Villareal, Dinuba Unified School District Board President addressed the Council about the school board's process in finding opportunities for the new Dinuba High School site. Villarreal asked the Council to vote yes on the new school site.

Mayor Launer closed the Public Hearing.

Council member Thusu provided feedback in support of the high school project.

Council member Nerio-Guerrero acknowledged the need for a new school site and believes it would be best to move forward with the project.

Council member Longoria stated he supports the project.

Vice Mayor Reynosa expressed her overall approval for the project.

Mayor Launer provided feedback regarding the school site and sees the future growth associated with the new school site. Launer expressed the need for a new and modern school to meet the community's needs. Launer suggested a review of traffic control prior to the project commencing.

City Manager Patlan expressed his approval and commended the School Board for working closely with City Staff during the project.

A motion was made by Council Member Thusu, second by Vice Mayor Reynosa,

to approve Resolution No. 2022-07 adopting the findings of the "New Dinuba High School Environmental Impact Report" as the environmental finding for the project; adopt Resolution No. 2022-08 initiating a Reorganization to annex the site into the City of Dinuba and detach it from the Kings River Conservation District and County Service Area No.1; adopt Resolution No. 2022-09 approving an amendment of the Dinuba Sphere of Influence boundary to include the entirety of the subject site, and also to amend the Dinuba General Plan's land use designation of the site from "Light Industrial" to "Public/Semi-Public"; introduce and conduct the first reading, waive reading in full, of the Ordinance No. 2022-01 amending the City of Dinuba Zoning Map to prezone the site "RCO" (Resource Conservation); and adopt Resolution No. 2022-10 approving a Public Improvement Agreement between the City of Dinuba and Dinuba Unified School District.

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

7. DEPARTMENT REPORTS

7.1. SUBJECT

Second drafts of Council Election District Boundaries (DY)

RECOMMENDATION

City Council receive, review and solicit community input on the first draft maps of council district boundaries that were updated to reflect population changes resulting from the 2020 Census.

City Attorney Yanez along with consultant David Kaitz, presented the District Area Analysis. David Kaitz presented three scenarios for new District Area Boundaries with the goal of making each area as balanced in population as possible and keeping future growth in mind. All districts require redistricting based on the 2020 Census.

City Attorney Yanez asked for the City Council and community input on the updated boundaries. Yanez informed the Council that the maps will go back to the Planning Commission for a final public hearing and will return to Council for adoption in March to meet the April 17th adoption deadline.

8. MAYOR/COUNCIL REPORTS

Vice Mayor Reynosa had nothing to report.

Council member Thusu reported on his regular attendance to his assigned meetings.

Council member Nerio-Guerrero reported attending the Economic Summit and Tulare County EDC. Nerio-Guerrero also shared that on Friday she attended the Dinuba Chamber Annual awards.

Council member Longoria reported on working with Code Enforcement Officer Molina and Supervisor Valero on Homeless concerns. Longoria shared that he would be attending the Homeless Alliance meetings to learn more about how to meet the communities homeless needs.

Mayor Launer met with LNTC and provided details about her Council position. Launer attended the Economic Summit and EDC as well as the Chamber awards. Launer shared concern of bill SB972 to amend food mobile cart operations. Launer asked staff to acknowledge boys High School Basketball team for moving forward in the championship.

9. CITY MANAGER COMMUNICATIONS

City Manager glad to be back and thanked Assistant City Manager Daniel for his help during his absence.

10. CITY STAFF COMMUNICATIONS

Assistant City Manager James asked if Council was interested in attending the Annual Women's Club event, tickets are available.

Yanez will bring organics waste amendment to the city ordinance presentation along with George Avila on March 8th. Deadline to adopt ordinance is in April.

Director Solis shared that the final interviews for the Billing Clerk will be conducted on Wednesday, February 23rd. Solis also shared that staff has been working hard on the budget.

Chief Popovich shared that the department is fully staffed and recruitment is ongoing for an Animal Control Officer and Records Technician.

Chief Webster reported that staff attended the Porterville Memorial for the two fallen Firefighters. Webster shared that he will be attending a safety training along with staff.

Director Hernandez reported that he has been working with Transit on TCRTA modifications in an effort to enhance community service. Hernandez also reported that Public works staff has been working on a grant application through CAL OES in the amount of 13 million. Hernandez stated that this grant would be used for full design of Kern Street Project Phase 2 and West side flooding project.

Director Hurtado reported basketball season has ended and also shared that registrations for baseball and softball have ended. Hurtado reported that Ruben Castaneda is doing a great job at the Sportsplex.

11. ADJOURNMENT

Launer adjourned the meeting at 7:43 p.m.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

March 8, 2022

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Resolution No. 2022-13 Consideration of Opposition of California Senate Bill SB 972, California Retail Food Code (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2022-13 opposing Senate Bill 972 (SB972), which proposes amendments to the California Retail Food Code.

EXECUTIVE SUMMARY

State Senator Senator Lena Gonzalez (Long Beach) has introduced Senate Bill 972 (SB 972) which would remove the gross annual sales limitation of \$50,000 for cottage food operations and authorizes those operations to sell directly to consumers from a mobile food facility, with authorized safety exemptions from the Department of Public Health.

OUTSTANDING ISSUES

None.

DISCUSSION

In September of 2021, Governor Newsom approved AB 1144 which update California's cottage food laws by raising the sales limit from \$50,000 to \$100,000 and simplified the approval process of a sample product label for cottage food operations. AB 1144 also allowed for the sale of homemade food through the mail and other third-party delivery services.

Senate Bill 972 (SB 972) expands upon this recent change to remove the gross annual sales limitation of \$50,000 for cottage food operations and authorizes those operations to sell directly to consumers from a mobile food facility, with authorized safety exemptions from the Department of Public Health. A copy of the draft text is enclosed as Attachment 'A', and summarized below:

1. The bill would exempt street vendors from certain provisions of the code like having access to sinks, restrooms and water tanks if their planned area of operation has access to public faucets or water bottles.
2. It would also exempt vendors from only being able to sell pre-packaged, non-potentially hazardous foods or whole raw fruits or vegetables and would allow them to display or sell sliced fruit and vegetables that were previously prepared at an approved facility and have been stored at approved temperatures, including elotes, tacos and hot dogs.
3. Existing law limits microenterprise home kitchen operations to serving no more than 30 individual meals per day and no more than 60 individual meals per week. They also can't make more than \$50,000 in verifiable gross annual sales. This bill would remove the meal and gross annual sales limitations for vendors and would also lower the cost of obtaining necessary permits and registrations.

The City has concerns with the bill's provisions to remove the gross annual sales limitation for microenterprise food operators, which was intended to serve as a mechanism to ensure that such operations do not evolve into massive operations. Dinuba is home to many brick and mortar restaurants and food facilities that have struggled to maintain operations because of the COVID-19 pandemic. These storefronts currently hang in the balance of remaining open or closing permanently, despite our efforts to provide expansionary and financial support. SB 972 will only work to further hinder the prosperity of these existing businesses, by encouraging other vendors to pursue cheaper, unregulated food ventures.

Further, SB 972 preempts our traditional regulatory authority over such vendors by exempting street vendors from the California Retail Food Code, and other code provisions, including minimum potable water and restroom requirements. By lifting the cap on gross annual sales and excluding vendors from basic safety regulations, microenterprise food facilities will have the ability to grow larger, dominate greater areas of public space, and increase the potential to serve potentially hazardous food product to city residents. What's more, vendors that grow in capacity may result in greater excess of trash and littering and utilizing public space such as streets and sidewalks which must be accessible to handicapped individuals and public safety personnel.

SB 972 removes local discretion on local food vendors by allowing them to grow exponentially, all while removing basic food safety and accessibility requirements that help keep cities clean and residents safe.

For these reasons, staff is recommending that the Council adopt Resolution No. 2022-13 opposing SB 972, and authorize the Mayor to sign and submit a formal letter of opposition to the Chair of the Senate Health Committee. A copy of the resolution and letter of opposition are enclosed as Attachment 'B' and Exhibit 'A'.

FISCAL IMPACT

Senate Bill 972 (SB 972) could have significant fiscal impacts to local "brick and mortar" businesses.

PUBLIC HEARING

A public hearing is not required for this item.

ATTACHMENTS:

- A. Draft Text of SB 9
- B. Resolution No. 2022-13 SB972 Opposition

Introduced by Senator Gonzalez
(Principal coauthor: Assembly Member Carrillo)
(Coauthors: Senators Durazo and Rubio)

February 10, 2022

An act to amend Sections 113758, 113818, 113825, 113831, 113868, 113947.1, 114069, 114094, 114094.5, 114130, 114217, 114276, 114295, 114297, 114313, 114314, 114315, 114380, and 114381 of, to add Sections 113814.1 and 114289.1 to, to repeal Sections 113947.6 and 114379.50 of, and to repeal and add Section 114395 of, the Health and Safety Code, relating to retail food.

LEGISLATIVE COUNSEL'S DIGEST

SB 972, as introduced, Gonzalez. California Retail Food Code.

(1) Existing law, the California Retail Food Code, establishes uniform health and sanitation standards for, and provides for regulation by the State Department of Public Health of, retail food facilities and requires local health agencies to enforce these provisions. Existing law, for purposes of the code, defines a “cottage food operation” as an enterprise that has no more than a specified amount in gross annual sales, is operated by a cottage food operator, and has no more than 1 full-time employee within the registered or permitted area of a private home where the food products are prepared and packaged.

This bill would remove the gross annual sales limitation in the definition of “cottage food operation.” The bill would also make various other changes to the cottage food operation requirements, including authorizing the sale of the cottage food product at a mobile food facility owned by the cottage food operator.

(2) The California Retail Food Code defines “limited food preparation” as food preparation that is restricted to specified activities,

including dispensing or portioning of nonpotentially hazardous food, slicing and chopping of food on a heated cooking surface during the cooking process, and holding, portioning, and dispensing foods that are prepared at a satellite food service or catering operation.

This bill would include in the definition of “limited food preparation” dispensing and portioning for immediate service to a customer a food that has been temperature controlled until immediately prior to portioning or dispensing, slicing and chopping of nonpotentially hazardous food that has been washed at an approved facility, hot and cold holding of food previously prepared at an approved facility, and reheating of food previously prepared at an approved food facility and stored at the approved temperatures.

(3) The California Retail Food Code defines “mobile food facility” and regulates what types of food may be provided at a mobile food facility. The code requires mobile food facilities to meet specified health and safety standards, including access to warewashing sinks, restrooms, and handwashing facilities and required quantities of potable water.

This bill would create the category of “compact mobile food facility,” a subtype of mobile food facility, and would define it as a nonpermanent food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance. The bill would exempt a mobile food facility that sells only prepackaged, nonpotentially hazardous foods or whole raw fruits or vegetables from the California Retail Food Code. The bill would authorize the department to exempt mobile food facilities from specified provisions of the code, including potable water and restroom requirements, if the department determines that the mobile food facility has access to sufficient facilities for those purposes in another manner, as specified. The bill would exempt a compact mobile food facility from certain additional provisions of the code, including a requirement to have an owner or employee who has passed an accredited and approved food safety certification examination. The bill would authorize the department to pre-approve a standard plan for a standardized or mass-produced facility intended to serve as a mobile food facility and would authorize a mobile food facility to use that standardized or mass-produced facility without submitting plans for the individual unit.

The code requires a food facility to have a valid permit to be open for business and authorizes the local enforcement agency to charge a fee for the permit or registration or related services.

This bill would authorize the local enforcement agency to reduce the fee for the permit, registration, or related service for an applicant seeking approval of a compact mobile food facility.

(4) Existing law provides for the regulation of microenterprise home kitchen operations and limits those operations to not serving more than 30 individual meals per day and not more than 60 individual meals per week and to no more than \$50,000 in verifiable gross annual sales, as adjusted for inflation.

This bill would remove the meal and gross annual sales limitations on microenterprise home kitchen operations and would authorize those operations to sell directly to consumers from a mobile food facility.

(5) Under existing law, violation of the California Retail Food Code is a misdemeanor, unless otherwise specified.

This bill would remove all criminal penalties for a violation of the code and would, instead, authorize the imposition of administrative fines for violations.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 113758 of the Health and Safety Code
2 is amended to read:
3 113758. (a) “Cottage food operation” means an enterprise that
4 ~~has no more than the amount in gross annual sales that is specified~~
5 ~~in this subdivision~~, is operated by a cottage food operator, operator,
6 and has no more than one full-time equivalent cottage food
7 employee, not including a family member or household member
8 of the cottage food operator, within the registered or permitted
9 area of a private home where the cottage food operator resides and
10 where cottage food products are prepared or packaged for direct,
11 indirect, or direct and indirect sale to consumers pursuant to this
12 part. ~~A “Class A” cottage food operation shall not have more than~~
13 ~~seventy-five thousand dollars (\$75,000) in verifiable gross annual~~
14 ~~sales. A “Class B” cottage food operation shall not have more than~~
15 ~~one hundred fifty thousand dollars (\$150,000) in verifiable gross~~
16 ~~annual sales. The gross annual sales for a “Class A” or “Class B”~~
17 ~~cottage food operation shall be annually adjusted for inflation~~
18 ~~based on the California Consumer Price Index.~~ A cottage food
19 operation includes both of the following:

(1) A “Class A” cottage food operation, which is a cottage food operation that may engage only in direct sales of cottage food products from the cottage food operation or other direct sales venues described in paragraph (4) of subdivision (b).

(2) A “Class B” cottage food operation, which is a cottage food operation that may engage in both direct sales and indirect sales of cottage food products from the cottage food operation, from direct sales venues described in paragraph (4) of subdivision (b), from offsite events, or from a third-party retail food facility described in paragraph (5) of subdivision (b).

(b) For purposes of this section, the following definitions shall apply:

(1) “Cottage food employee” means an individual, paid or volunteer, who is involved in the preparation, packaging, handling, and storage of a cottage food product, or otherwise works for the cottage food operation. An employee does not include an immediate family member or household member of the cottage food operator, nor an individual who delivers a cottage food product.

(2) “Cottage food operator” means an individual who operates a cottage food operation in their private home and is the owner of the cottage food operation.

(3) “Cottage food products” means nonpotentially hazardous foods, including foods that are described in Section ~~114365.5 and~~ 114365.5, that are prepared for sale in the kitchen of a cottage food operation.

(4) “Direct sale” means a transaction within the state between a cottage food operation and a consumer, in which the consumer purchases the cottage food product directly from the cottage food operation. Direct sales include, but are not limited to, transactions at holiday bazaars or other temporary events, such as bake sales or food swaps, transactions at farm stands, certified farmers’ markets, or through community-supported agriculture subscriptions, *transactions at a mobile food facility operated by a cottage food operator*, transactions occurring in person in the cottage food operation, and transactions made via the phone, internet, or any other digital method. A direct sale may be fulfilled in person, via mail delivery, or using any other third-party delivery service.

(5) “Indirect sale” means a transaction within the state between a cottage food operation, a third-party retailer, and a consumer, in which the consumer purchases cottage food products made by the cottage food operation from a third-party retailer that holds a valid permit issued pursuant to Section 114381. Indirect sales include, but are not limited to, sales made to retail shops or to retail food facilities where food may be immediately consumed on the premises. An indirect sale may be fulfilled in person, via mail delivery, or using any other third-party delivery service.

(6) “Private home” means a dwelling, including an apartment or other leased space, where individuals reside.

(7) “Registered or permitted area” means the portion of a private home that contains the private home’s kitchen used for the preparation, packaging, storage, or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage.

SEC. 2. Section 113814.1 is added to the Health and Safety Code, to read:

113814.1. “Integral” means equipment that is either permanently attached to the primary unit or equipment that is securely fastened to the primary unit by means that would prevent unintentional removal. Equipment may be considered integral despite being portable or otherwise removable for cleaning, maintenance, or as part of its regular function.

SEC. 3. Section 113818 of the Health and Safety Code is amended to read:

113818. (a) “Limited food preparation” means food preparation that is restricted to one or more of the following:

(1) Heating, frying, baking, roasting, popping, shaving of ice, blending, steaming or boiling of hot dogs, or assembly of nonprepackaged food.

(2) Dispensing and portioning of nonpotentially hazardous ~~food~~. *food or dispensing and portioning for immediate service to a customer of food that has been temperature controlled until immediately prior to portioning or dispensing.*

(3) Holding, portioning, and dispensing of any foods that are prepared for satellite food service by the onsite permanent food facility or prepackaged by another approved source.

(4) Holding, portioning, and dispensing of any foods that are prepared by a catering operation.

(5) Slicing and chopping of *nonpotentially hazardous food that has been washed at an approved facility or slicing and chopping of food on a heated cooking surface during the cooking process.*

(6) Cooking and seasoning to order.

(7) Juicing or preparing beverages that are for immediate service, in response to an individual consumer order, that do not contain frozen milk products.

(8) *Hot and cold holding of food that was previously prepared at an approved food facility.*

(9) *Reheating of food if it was previously prepared at an approved food facility and stored at temperatures required by this chapter.*

(b) “Limited food preparation” does not include any of the following:

(1) Slicing and chopping *potentially hazardous food* unless it is on the heated cooking surface.

(2) Thawing.

(3) Cooling of cooked, potentially hazardous food.

(4) Grinding raw ingredients or potentially hazardous food.

~~(5) Reheating of potentially hazardous foods for hot holding, except for steamed or boiled hot dogs and tamales in the original, inedible wrapper.~~

~~(6) Except as authorized in paragraph (3) of subdivision (a), hot holding of nonprepackaged, potentially hazardous food, except for roasting corn on the cob, steamed or boiled hot dogs, and tamales in the original, inedible wrapper.~~

~~(7)~~

(5) Washing of foods.

~~(8)~~

(6) Cooking of potentially hazardous foods for later use.

~~(9)~~

(7) Handling, manufacturing, freezing, processing, or packaging of milk, milk products, or products resembling milk products subject to licensing under Division 15 (commencing with Section 32501) of the Food and Agricultural Code.

SEC. 4. Section 113825 of the Health and Safety Code is amended to read:

113825. (a) “Microenterprise home kitchen operation” means a food facility that is operated by a resident in a private home

1 where food is stored, handled, and prepared for, and may be served
2 to, consumers, and that meets all of the following requirements:

3 (1) The operation has no more than one full-time equivalent
4 food employee, not including a family member or household
5 member.

6 (2) Food is prepared, cooked, and served on the same day.

7 (3) Food is consumed onsite at the microenterprise home kitchen
8 operation or offsite if the food is picked up by the ~~consumer~~
9 *consumer, served from a mobile food facility*, or delivered within
10 a safe time period based on holding equipment capacity.

11 (4) Food preparation does not involve processes that require a
12 HACCP plan, as specified in Section 114419, or the production,
13 service, or sale of raw milk or raw milk products, as defined in
14 Section 11380 of Title 17 of the California Code of Regulations.

15 (5) The service and sale of raw oysters is prohibited.

16 (6) The production, manufacturing, processing, freezing, or
17 packaging of milk or milk products, including, but not limited to,
18 cheese, ice cream, yogurt, sour cream, and butter, is prohibited.

19 ~~(7) Food preparation is limited to no more than 30 individual~~
20 ~~meals per day, or the approximate equivalent of meal components~~
21 ~~when sold separately, and no more than 60 individual meals, or~~
22 ~~the approximate equivalent of meal components when sold~~
23 ~~separately, per week. The local enforcement agency may decrease~~
24 ~~the limit of the number of individual meals prepared based on food~~
25 ~~preparation capacity of the operation, but shall not, in any case,~~
26 ~~increase the limit of the number of individual meals prepared.~~

27 ~~(8) The operation has no more than fifty thousand dollars~~
28 ~~(\$50,000) in verifiable gross annual sales, as adjusted annually for~~
29 ~~inflation based on the California Consumer Price Index.~~

30 ~~(9)~~

31 (7) The operation only sells food directly to consumers and not
32 to ~~any~~ a wholesaler or retailer. For purposes of this paragraph, the
33 sale of food prepared in a microenterprise home kitchen operation
34 through the internet website or mobile application of an ~~Internet~~
35 *internet* food service intermediary, as defined in Section 114367.6,
36 *or directly from a mobile food facility operated by the*
37 *microenterprise home kitchen operation permitholder* is a direct
38 sale to consumers. An operation that sells food through the internet
39 website or mobile application of an ~~Internet~~ *internet* food service

1 intermediary shall consent to the disclosures specified in paragraphs
2 (6) and (7) of subdivision (a) of Section 114367.6.

3 (b) “Microenterprise home kitchen operation” does not include
4 either of the following:

5 (1) A catering operation.

6 (2) A cottage food operation, as defined in Section 113758.

7 (c) For purposes of this section, “resident of a private home”
8 means an individual who resides in the private home when not
9 elsewhere for labor or other special or temporary purpose.

10 SEC. 5. Section 113831 of the Health and Safety Code is
11 amended to read:

12 113831. (a) *“Compact mobile food facility” means a*
13 *nonpermanent food facility that operates from an individual or*
14 *from a pushcart, stand, display, pedal-driven cart, wagon,*
15 *showcase, rack, or other nonmotorized conveyance.*

16 (a)

17 (b) “Mobile food facility” means ~~any~~ a vehicle used in
18 conjunction with a commissary or other permanent food facility
19 upon which food is sold or distributed at retail. “*Mobile food*
20 *facility*” includes a compact mobile food facility. “Mobile food
21 facility” does not include a “transporter” used to transport packaged
22 food from a food facility, or other approved source to the consumer.

23 (b)

24 (c) “Single operating site mobile food facilities” means at least
25 one, but not more than four, unenclosed mobile food facilities, and
26 their auxiliary units, that operate adjacent to each other at a single
27 location.

28 SEC. 6. Section 113868 of the Health and Safety Code is
29 amended to read:

30 113868. “Portable” means equipment that is capable of being
31 lifted and moved or has utility connections that are designed to be
32 disconnected or of sufficient length to permit the unit to be moved
33 for cleaning, and does not exceed ~~80 100 pounds (36 kg) (46 kg)~~
34 ~~in weight.~~ *weight or is otherwise designed to be mobile or*
35 *separately mobile.*

36 SEC. 7. Section 113947.1 of the Health and Safety Code is
37 amended to read:

38 113947.1. (a) Food facilities that prepare, handle, or serve
39 nonprepackaged potentially hazardous food, except temporary
40 food *facilities and compact mobile food facilities*, shall have an

owner or employee who has successfully passed an approved and accredited food safety certification examination as specified in Sections 113947.2 and 113947.3. There shall be at least one food safety certified owner or employee at each food facility. ~~No A~~ certified person at a food facility ~~may~~ *shall not* serve at any other food facility as the person required to be certified pursuant to this subdivision. The certified owner or employee need not be present at the food facility during all hours of operation.

(b) Food facilities that are not subject to the requirements of subdivision (a) that prepare, handle, or serve nonprepackaged, nonpotentially hazardous foods, except temporary food *facilities and compact mobile food facilities*, shall do one of the following:

(1) Have an owner or employee who has successfully passed an approved and accredited food safety certification examination as specified in Sections 113947.2 and 113947.3.

(2) Demonstrate to the enforcement officer that the employees have an adequate knowledge of food safety principles as they relate to the specific operation involved in their assigned duties.

~~(c) On and after July 1, 2007, temporary~~ *Temporary food facilities and compact mobile food facilities* that prepare, handle, or serve nonprepackaged food shall have an owner or person in charge who can demonstrate to the enforcement officer that ~~he or she has~~ *they have* an adequate knowledge of food safety principles as they relate to the specific food facility operation. *For the purposes of this subdivision, a compact mobile food facility that carries, or will carry, a written copy of its standard operating procedures approved by an enforcement agency is deemed to have adequate knowledge of food safety principles as they relate to the specific food facility operation.*

(d) (1) For the purposes of this section, multiple contiguous food facilities permitted within the same site and under the same management, ownership, or control shall be deemed to be one food facility, notwithstanding the fact that the food facilities may operate under separate permits.

(2) This subdivision shall not apply to the premises of a licensed winegrower or brandy manufacturer utilized for wine tastings conducted pursuant to Section 23356.1 of the Business and Professions Code of wine or brandy produced or bottled by, or produced and prepackaged for, that licensee when use is limited to wine tasting.

(e) A food facility that commences operation, changes ownership, or no longer has a certified owner or employee pursuant to this section shall have 60 days to comply with this subdivision.

(f) The responsibilities of a certified owner or employee at a food facility or an owner or person in charge of a temporary food facility described in subdivision (c) shall include the safety of food preparation and service, including ensuring that all employees who handle, or have responsibility for handling, nonprepackaged foods of any kind, have sufficient knowledge to ensure the safe preparation or service of the food, or both. The nature and extent of the knowledge that each employee is required to have may be tailored, as appropriate, to the employee's duties related to food safety issues.

(g) The food safety certificate issued pursuant to Section 113947.3 shall be retained on file at the food facility at all times, and shall be made available for inspection by the enforcement officer.

(h) Certified individuals shall be recertified every five years by passing an approved and accredited food safety certification examination.

(i) A food safety program that was not in effect prior to January 1, 1999, shall not be enacted, adopted, implemented, or enforced, unless the program fully conforms to the requirements of this part.

SEC. 8. Section 113947.6 of the Health and Safety Code is repealed.

~~113947.6. Notwithstanding Section 114395, a violation of any provision in Sections 113947.1 to 113947.5, inclusive, shall constitute an infraction punishable by a fine of not more than one hundred dollars (\$100) for each day of operation in violation.~~

SEC. 9. Section 114069 of the Health and Safety Code is amended to read:

114069. (a) Only prepackaged nonpotentially hazardous food or uncut produce may be displayed or sold outdoors by a food facility if all of the following conditions are satisfied:

(a)

(1) Outdoor displays have overhead protection that extends over all food items.

(b)

(2) Food items from the outdoor display are stored inside the fully enclosed food facility at all times other than during business hours.

(e)

(3) Outdoor displays comply with Section 113980 and have been approved by the enforcement agency.

(d)

(4) Outdoor displays are under the control of the permitholder of the fully enclosed food facility and are checked periodically on a regular basis.

(b) Subdivision (a) does not apply to a compact mobile food facility. A compact mobile food facility may display or sell cut fruit and vegetables, uncut produce, and prepackaged nonpotentially hazardous food if the conditions in subdivision (a) are satisfied.

SEC. 10. Section 114094 of the Health and Safety Code is amended to read:

114094. (a) A food facility subject to Section 343(q)(5)(H) of Title 21 of the United States Code or subject to this section as it read on July 1, 2011, shall comply with the requirements of that section of the United States Code and the regulations adopted pursuant thereto.

(b) Notwithstanding the Sherman Food, Drug, and Cosmetic Law (Part 5 (commencing with Section 109875) of Division 104), and to the extent permitted by federal law:

(1) Enforcement of this section shall be made pursuant to Section 113713.

(2) ~~(A)~~ A violation of this section is, notwithstanding Section 114395, an infraction, is punishable by a *an administrative* fine of not less than fifty dollars (\$50) nor more than five hundred dollars (\$500). A second violation within a five-year period from a prior violation shall be punishable by a *an administrative* fine of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000). For a third or subsequent violation within a five-year period, the *administrative* fine shall be not less than two hundred fifty dollars (\$250) nor more than two thousand five hundred dollars (\$2,500). A food facility shall not be found to have committed a violation under this paragraph more than once during an inspection visit.

~~(B) Alternatively, the enforcement agency may assess a civil penalty of an amount that is no less than or greater than the amounts specified for fines in this paragraph.~~

(c) Except for the civil penalties authorized by this section, this section shall not be construed to create or enhance any claim, right of action, or civil liability that did not exist under state law prior to January 1, 2009, or limit any claim, right of action, or civil liability that otherwise existed under state law prior to January 1, 2009. The only enforcement mechanism of this section is the department or local enforcement agency, as set forth in Section 113713.

(d) This section shall become operative only on and after the compliance date specified in the federal regulation implementing Section 343(q)(5)(H) of Title 21 of the United States Code.

SEC. 11. Section 114094.5 of the Health and Safety Code is amended to read:

114094.5. (a) A retail food facility shall not sell or offer for sale after the “use by” date, infant formula or baby food that is required to have this date on its packaging pursuant to the federal act, as defined in Section 109930, and federal regulations adopted pursuant to the federal act, including, but not limited to, Section 107.20 of Title 21 of the Code of Federal Regulations.

~~(b) Notwithstanding Section 114395, any~~ A retail food facility that violates this section ~~is guilty of an infraction, punishable by a fine~~ *is subject to an administrative fine* of not more than ten dollars (\$10) per day for each item sold or offered for sale after the “use by” date. ~~The fine~~ *administrative fine* shall be calculated based upon the number of days past the “use by” date that the product is either found being offered for sale, or if the product is sold, the date of sale as established by evidence of the proof of purchase, including, but not limited to, a sales receipt.

~~(c) An enforcement agency may assess administrative penalties on a retail food facility that violates this section in the amount of ten dollars (\$10) per day for each item sold or offered for sale, in addition to other penalties authorized by law.~~

~~(d)~~

(c) For purposes of this section, the following definitions shall apply:

1 (1) “Baby food” shall have the meaning given to “baby foods”
2 in paragraph (c) of Section 407.81 of Title 40 of the Code of
3 Federal Regulations.

4 (2) “Infant formula” shall have the meaning given in subdivision
5 (z) of Section 321 of Title 21 of the United States Code.

6 SEC. 12. Section 114130 of the Health and Safety Code is
7 amended to read:

8 114130. (a) Equipment and utensils shall be designed and
9 constructed to be durable and to retain their characteristic qualities
10 under normal use conditions.

11 (b) Except as specified in subdivision (c), all new and
12 replacement food-related and utensil-related equipment shall be
13 certified or classified for sanitation by an ~~American National~~
14 ~~Standards Institute (ANSI)~~ accredited certification program. In the
15 absence of an applicable ~~ANSI~~ certified sanitation standard,
16 food-related and utensil-related equipment shall be evaluated for
17 approval by the enforcement agency.

18 (c) ~~Restricted food service facilities need not comply with~~
19 ~~subdivision (b), depending on the extent of the food service~~
20 ~~activities, and if the enforcement officer determines that the~~
21 ~~equipment meets the characteristics of subdivision (a).~~

22 (d) All new and replacement electrical appliances shall meet
23 applicable Underwriters Laboratories standards for electrical
24 equipment as determined by an ~~ANSI~~ *American National Standards*
25 *Institute (ANSI)* accredited certification ~~program.~~ *program or a*
26 *certification program accredited by another accreditation body.*

27 (e) *Subdivision (b) does not apply to a compact mobile food*
28 *facility if the enforcement agency determines that the equipment*
29 *of the facility meets the characteristics described in subdivision*
30 *(a).*

31 SEC. 13. Section 114217 of the Health and Safety Code is
32 amended to read:

33 114217. (a) A potable water tank of sufficient capacity to
34 furnish an adequate quantity of potable water for food preparation,
35 warewashing, and handwashing purposes shall be provided for
36 nonpermanent food facilities.

37 (b) At least five gallons of water shall be provided exclusively
38 for handwashing for each nonpermanent food facility. ~~Any water~~
39 *Water* need for other purposes shall be in addition to the five
40 gallons for handwashing.

1 (c) Except as specified in subdivision (d), at least 25 gallons of
2 water shall be provided for food preparation and warewashing.

3 (d) At least 15 gallons of water shall be provided for
4 nonpermanent food facilities that conduct limited food preparation.

5 (e) The water delivery system shall deliver at least one gallon
6 per minute to each sink basin.

7 (f) *An enforcement agency shall permit a mobile food facility*
8 *to operate without providing its own supply of potable water if*
9 *alternative supplies of water are available in the planned area of*
10 *operation, including, but not limited to, public faucets, bottled*
11 *water sales, or bottled water carried with the vendor but stored*
12 *outside of the mobile food facility.*

13 (g) *An enforcement agency shall permit a mobile food facility*
14 *to operate with an integral water tank smaller than specified under*
15 *subdivisions (b), (c), and (d) if the enforcement agency finds that*
16 *the mobile food facility is operating in an area and manner that*
17 *would allow for replenishment of the water supply as needed during*
18 *operations.*

19 SEC. 14. Section 114276 of the Health and Safety Code is
20 amended to read:

21 114276. (a) A permanent food facility shall provide clean
22 toilet facilities in good repair for use by employees.

23 (b) (1) A permanent food facility shall provide clean toilet
24 facilities in good repair for consumers, guests, or invitees when
25 there is onsite consumption of foods or when the food facility was
26 constructed after July 1, 1984, and has more than 20,000 square
27 feet of floor space.

28 (2) Notwithstanding Section 113984.1, toilet facilities that are
29 provided for use by consumers, guests, or invitees shall be in a
30 location where consumers, guests, and invitees do not pass through
31 food preparation, food storage, or utensil washing areas to reach
32 the toilet facilities.

33 (3) For purposes of this section, a building subject to paragraph
34 (1) that has a food facility with more than 20,000 square feet of
35 floor space shall provide at least one separate toilet facility for
36 men and one separate toilet facility for women.

37 (4) For purposes of this section, the gas pump area of a service
38 station that is maintained in conjunction with a food facility shall
39 not be considered as property used in connection with the food

1 facility or be considered in determining the square footage of floor
2 space of the food facility.

3 (c) (1) Toilet rooms shall be separated by well-fitted,
4 self-closing doors that prevent the passage of flies, dust, or odors.

5 (2) Toilet room doors shall be kept closed except during cleaning
6 and maintenance operations.

7 (d) Handwashing facilities, in good repair, shall be provided as
8 specified in Sections 113953 and 113953.3.

9 (e) A city, county, or city and county may enact ordinances that
10 are more restrictive than this section.

11 (f) (1) Except as provided in paragraph (1) of subdivision (b),
12 a food facility that was constructed before January 1, 2004, that
13 has been in continuous operation since January 1, 2004, and that
14 provides space for the consumption of food on the premises shall
15 either provide clean toilet facilities in good repair for consumers,
16 guests, or invitees on property used in connection with, or in, the
17 food facility or prominently post a sign within the food facility in
18 a public area stating that toilet facilities are not provided.

19 (2) The first violation of paragraph (1) shall result in a warning.
20 Subsequent violations shall ~~constitute an infraction~~ be punishable
21 by ~~a~~ an *administrative* fine of not more than two hundred fifty
22 dollars (\$250).

23 (3) The requirements of this section for toilet facilities that are
24 accessible to consumers, guests, or invitees on the property may
25 be satisfied by permitting access by those persons to the toilet and
26 handwashing facilities that are required by this part.

27 SEC. 15. Section 114289.1 is added to the Health and Safety
28 Code, to read:

29 114289.1. Notwithstanding any other law, a mobile food facility
30 that sells only prepackaged, nonpotentially hazardous foods or
31 whole raw fruits or vegetables is exempt from the requirements
32 of this part.

33 SEC. 16. Section 114295 of the Health and Safety Code is
34 amended to read:

35 114295. (a) Except as specified in subdivision (b), all mobile
36 food facilities shall operate in conjunction with a commissary,
37 mobile support unit, or other facility approved by the enforcement
38 agency.

39 (b) This section does not apply to mobile food facilities that
40 operate at community ~~events~~ events, as defined in Section ~~113755~~

1 113755, and that remain in a fixed position during food preparation
2 and its hours of operation, if potable water and liquid waste
3 disposal facilities are available to mobile food facilities requiring
4 potable water.

5 (c) (1) Mobile food facilities shall be stored at or within a
6 commissary or other location approved by the enforcement agency
7 in order to have protection from unsanitary conditions.

8 (2) *An enforcement agency shall approve the storage of compact*
9 *mobile food facilities in the home of the operator or permitholder*
10 *if the food facility is sanitized daily.*

11 (d) Mobile support units shall be operated from and stored at a
12 designated commissary and shall be subject to permitting and plan
13 review.

14 (e) Notwithstanding any other provisions of this section, a
15 mobile food facility that is engaged in food preparation, other than
16 limited food preparation, as defined in Section 113818, shall not
17 operate in conjunction with a mobile support unit.

18 (f) *Notwithstanding any other provision of this section, a*
19 *compact mobile food facility is not required to operate in*
20 *conjunction with a commissary or mobile support unit if the*
21 *permitholder operates the compact mobile food facility in*
22 *conjunction with a licensed cottage food operation or*
23 *microenterprise home kitchen operation.*

24 SEC. 17. Section 114297 of the Health and Safety Code is
25 amended to read:

26 114297. (a) Mobile food facilities shall be cleaned and serviced
27 at least once daily during an operating day.

28 (b) Except as specified in subdivision (c), all mobile food
29 facilities shall report to the commissary or other approved facility
30 on a daily basis.

31 (c) Mobile food facilities that are serviced by a mobile support
32 unit and that do not report to a commissary on a daily basis shall
33 be stored in a manner that protects the mobile food facility from
34 ~~contamination~~. *contamination, which may include the home storage*
35 *of the food facility.* All food shall be stored at the commissary or
36 other approved facility at the end of the operating day. *Prepackaged*
37 *nonpotentially hazardous food, whole fruits, and whole vegetables*
38 *may be stored in the home prior to sale or preparation of that food*
39 *in a compact mobile food facility.*

(d) Mobile support units shall report to a commissary or other approved facility for cleaning, servicing, and storage at least daily.

SEC. 18. Section 114313 of the Health and Safety Code is amended to read:

114313. (a) Except as specified in ~~subdivisions (b) and (c)~~, *subdivision (b)*, a mobile food facility where nonprepackaged food is cooked, blended, or otherwise prepared shall provide a warewashing sink with at least three compartments with two integral metal drainboards.

(1) The dimensions of each compartment shall be large enough to accommodate the cleaning of the largest utensil and either of the following:

(A) At least 12 inches wide, 12 inches long, and 10 inches deep.

(B) At least 10 inches wide, 14 inches long, and 10 inches deep.

(2) Each drainboard shall be at least the size of one of the sink compartments. The drainboards shall be installed with at least one-eighth inch per foot slope toward the sink compartment, and fabricated with a minimum of one-half inch lip or rim to prevent the draining liquid from spilling onto the floor.

(3) The sink shall be equipped with a mixing faucet and shall be provided with a swivel spigot capable of servicing all sink compartments.

~~(b) If all utensils and equipment of a mobile food facility are washed and sanitized on a daily basis at the approved commissary or other approved food facility, and the mobile food facility provides and maintains an adequate supply of spare preparation and serving utensils in the mobile food facility as needed to replace those that become soiled or contaminated, then the mobile food facility shall not be required to provide a warewashing sink to only handle any of the following:~~

~~(1) Nonpotentially hazardous foods that do not require preparation other than heating, baking, popping, portioning, bulk dispensing, assembly, or shaving of ice.~~

~~(2) Steamed or boiled hot dogs.~~

~~(3) Tamales in the original, inedible wrapper.~~

~~(c) An unenclosed~~

~~(b) A mobile food facility that prepares potentially hazardous beverages for immediate service in response to an individual consumer order is approved for limited food preparation shall do one of the following:~~

1 ~~(1) Provide a three-compartment sink described in subdivision~~
2 ~~(a):~~

3 ~~(2)~~

4 (1) Provide at least one two-compartment sink that complies
5 with subdivision (e) of Section 114099.3.

6 ~~(3)~~

7 (2) Provide a one-compartment sink with at least one integral
8 metal drainboard, an adequate supply of spare preparation and
9 serving utensils to replace those that become soiled or
10 contaminated, and warewashing facilities that comply with
11 subdivision (a) in reasonable proximity to, and readily accessible
12 for use by, food employees at all times.

13 *(3) Maintain an adequate supply of spare preparation and*
14 *serving utensils on the mobile food facility to ensure that utensils*
15 *used for potentially hazardous foods are replaced with clean and*
16 *sanitized utensils every four hours or as needed to replace those*
17 *that become soiled or contaminated. A mobile food facility that*
18 *complies with this paragraph is not required to provide a*
19 *warewashing sink.*

20 SEC. 19. Section 114314 of the Health and Safety Code is
21 amended to read:

22 114314. (a) Handwashing sinks and warewashing sinks for
23 unenclosed mobile food facilities shall be an integral part of the
24 primary unit or on an approved auxiliary conveyance that is used
25 in conjunction with the mobile food facility.

26 (b) Warewashing sinks for unenclosed mobile food facilities
27 shall be equipped with overhead protection made of wood, canvas,
28 or other materials that protect the sinks from bird and insect
29 droppings, dust, precipitation, and other contaminants.

30 *(c) A mobile food facility may satisfy the requirements of this*
31 *section by demonstrating access to a permitted auxiliary*
32 *conveyance containing the necessary handwashing and*
33 *warewashing sinks. The auxiliary conveyance may be operated by*
34 *the same or a different permitholder. An enforcement agency may*
35 *permit an auxiliary conveyance to serve multiple mobile food*
36 *facilities operating in close proximity to the auxiliary conveyance,*
37 *as determined by the enforcement agency.*

38 *(d) A compact mobile food facility may operate without an*
39 *integral handwashing sink, auxiliary sink unit, or other*
40 *handwashing facility if it is equipped with a supply of clean,*

1 *potable water, hand soap, a receptacle for waste water, and paper*
2 *towels.*

3 SEC. 20. Section 114315 of the Health and Safety Code is
4 amended to read:

5 114315. (a) A *mobile* food facility shall be operated within
6 200 feet travel distance of an approved and readily available toilet
7 and handwashing facility, ~~or as otherwise approved by the~~
8 ~~enforcement agency, and, if the mobile food facility has multiple~~
9 ~~employees or operators, may remain operable by a single employee~~
10 ~~or operator so that employees may alternate use of a restroom, to~~
11 ensure that restroom facilities are available to facility employees
12 whenever the mobile food facility is stopped to conduct business
13 for more than a one-hour period. *An enforcement agency may*
14 *waive this requirement for a mobile food facility if it finds that the*
15 *operations of the mobile food facility provide for adequate access*
16 *to restroom facilities in an alternative manner.*

17 (b) This section does not limit the authority of a local governing
18 body to adopt, by ordinance or resolution, additional requirements
19 for the public safety, including reasonable time, place, and manner
20 restrictions pursuant to its authority under subdivision (b) of
21 Section 22455 of the Vehicle Code.

22 SEC. 21. Section 114379.50 of the Health and Safety Code is
23 repealed.

24 ~~114379.50. A violation of this chapter is, notwithstanding~~
25 ~~Section 114395, an infraction, provided, however, that the first~~
26 ~~violation shall result in a notice of violation. A second violation~~
27 ~~within a five-year period from the notice of violation shall be~~
28 ~~punishable by a fine of not more than two hundred fifty dollars~~
29 ~~(\$250). For a third or subsequent violation within a five-year~~
30 ~~period, the fine shall be not more than five hundred dollars (\$500).~~
31 ~~A restaurant shall not be found to have committed a violation under~~
32 ~~this chapter more than once during an inspection visit.~~

33 SEC. 22. Section 114380 of the Health and Safety Code is
34 amended to read:

35 114380. (a) A person proposing to build or remodel a food
36 facility shall submit complete, easily readable plans drawn to scale,
37 and specifications to the enforcement agency for review, and shall
38 receive plan approval before starting any new construction or
39 remodeling of a facility for use as a retail food facility.

1 (b) Plans and specifications may also be required by the
2 enforcement agency if the agency determines that they are
3 necessary to ensure compliance with the requirements of this part,
4 including, but not limited to, a menu change or change in the
5 facility's method of operation.

6 (c) (1) All new school food facilities or school food facilities
7 that undergo modernization or remodeling shall comply with all
8 structural requirements of this part. Upon submission of plans by
9 a public school authority, the Division of the State Architect and
10 the local enforcement agency shall review and approve all new
11 and remodeled school facilities for compliance with all applicable
12 requirements.

13 (2) Notwithstanding subdivision (a), the Office of Statewide
14 Health Planning and Development (OSHDP) shall maintain its
15 primary jurisdiction over licensed skilled nursing facilities, and
16 when new construction, modernization, or remodeling must be
17 undertaken to repair existing systems or to keep up the course of
18 normal or routine maintenance, the facility shall complete a
19 building application and plan check process as required by OSHDP.
20 Approval of the plans by OSHDP shall be deemed compliance
21 with the plan approval process required by the local county
22 enforcement agency described in this section.

23 (3) Except when a determination is made by the enforcement
24 agency that the nonconforming structural conditions pose a public
25 health hazard, existing public and private school cafeterias, limited
26 service charitable feeding operation facilities, and licensed health
27 care facilities shall be deemed to be in compliance with this part
28 pending replacement or renovation.

29 (d) Except when a determination is made by the enforcement
30 agency that the nonconforming structural conditions pose a public
31 health hazard, existing food facilities that were in compliance with
32 the law in effect on June 30, 2007, shall be deemed to be in
33 compliance with the law pending replacement or renovation. If a
34 determination is made by the enforcement agency that a structural
35 condition poses a public health hazard, the food facility shall
36 remedy the deficiency to the satisfaction of the enforcement
37 agency.

38 (e) The plans shall be approved or rejected within 20 working
39 days after receipt by the enforcement agency and the applicant
40 shall be notified of the decision. Unless the plans are approved or

rejected within 20 working days, they shall be deemed approved. The building department shall not issue a building permit for a food facility until after it has received plan approval by the enforcement agency. This section does not require that plans or specifications be prepared by someone other than the applicant.

(f) Upon receipt of complete, easily readable plans drawn to scale, and specifications satisfactory to the enforcement agency, an enforcement agency may preapprove a standard plan for a standardized or mass-produced facility intended to serve as a mobile food facility. The manufacturer of the standardized facility may be required to affix a sticker or decal to each individual unit certifying that the unit was built in accordance with the preapproved blueprints. A person proposing to operate a mobile food facility who has acquired a facility for which the plans have already been approved is not required to submit plans for the individual unit, but instead the plans shall be deemed approved. The permit application for a mobile food facility utilizing a preapproved facility shall include a certification that the applicant has not substantially altered the facility from the preapproved plans.

(g) The repair of equipment or integral fixtures on a mobile food facility or the replacement of equipment and fixtures with substantially similar equipment or fixtures is not a remodel, and the repair or replacement of equipment or fixtures does not require the submission of plans to an enforcement agency.

SEC. 23. Section 114381 of the Health and Safety Code is amended to read:

114381. (a) A food facility shall not be open for business without a valid permit.

(b) A permit shall be issued by the enforcement agency when investigation has determined that the proposed facility and its method of operation meets the specifications of the approved plans or conforms to the requirements of this part.

(c) A permit, once issued, is nontransferable. A permit shall be valid only for the person, location, type of food sales, or distribution activity and, unless suspended or revoked for cause, for the time period indicated.

(d) Any fee for the permit or registration or related services, including, but not limited to, the expenses of inspecting and impounding any a utensil suspected of releasing lead or cadmium

1 in violation of Section 108860 as authorized by Section 114393,
2 review of HACCP plans, and alternative means of compliance
3 shall be determined by the local governing body. Fees shall be
4 sufficient to cover the actual expenses of administering and
5 enforcing this part. The moneys collected as fees shall only be
6 expended for the purpose of administering and enforcing this part.
7 *An enforcement agency may waive or reduce a fee for the permit,*
8 *registration, or related services for an applicant seeking approval*
9 *of a compact mobile food facility.*

10 (e) A permit shall be posted in a conspicuous place in the food
11 facility or in the office of a vending machine business.

12 (f) ~~Any~~ A person requesting the enforcement agency to
13 undertake activity pursuant to Sections 114149.1 and 114419.3
14 shall pay the enforcement agency's costs incurred in undertaking
15 the activity. The enforcement agency's services shall be assessed
16 at the current hourly cost recovery rate.

17 SEC. 24. Section 114395 of the Health and Safety Code is
18 repealed.

19 ~~114395. Except as otherwise provided in this part, any person~~
20 ~~who violates any provision of this part or regulation adopted~~
21 ~~pursuant to this part is guilty of a misdemeanor. Each offense shall~~
22 ~~be punished by a fine of not less than twenty-five dollars (\$25) or~~
23 ~~more than one thousand dollars (\$1,000) or by imprisonment in~~
24 ~~the county jail for a term not exceeding six months, or by both fine~~
25 ~~and imprisonment.~~

26 SEC. 25. Section 114395 is added to the Health and Safety
27 Code, to read:

28 114395. Notwithstanding any other provision of this part, a
29 violation of any provision of this part or regulation adopted
30 pursuant to this part is punishable only by an administrative fine.
31 Except as otherwise provided in this part, each offense may only
32 be punished by a fine consistent with subdivision (a) of Section
33 51039 of the Government Code, and those fines shall be subject
34 to the applicable mandatory reductions based on an individual's
35 ability to pay as provided in paragraph (1) of subdivision (f) of
36 Section 51039 of the Government Code. A violation of any
37 provision of this part or regulation adopted pursuant to this part
38 shall not be punishable as an infraction or misdemeanor, and the
39 person alleged to have violated any of those provisions is not

- 1 subject to arrest except when independent grounds for that arrest
- 2 exist under law.

O

ATTACHMENT "B"

RESOLUTION NO 2022-13

**BEFORE THE CITY COUNCIL
CITY OF DINUBA
COUNTY OF TULARE, STATE OF CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA OPPOSING CALIFORNIA
SENATE BILL 972 (SB 972) - AMENDMENTS TO THE CALIFORNIA RETAIL FOOD CODE.**

WHEREAS, the bill proposes to exempt street vendors from certain provisions of the California Retail Food Code which are vital for the preservation of health and safety, and

WHEREAS, respected public health organizations such as the California Environmental Health Administrators (CEHA) and the California Conference of Directors of Environmental Health (CCDEH) have serious concerns with the changes proposed in Senate Bill 972 (SB972), and

WHEREAS, SB972 preempts our traditional regulatory authority over such vendors by exempting street vendors from the California Retail Food Code, and other code provisions, including minimum potable water and restroom requirements, and

WHEREAS, the proposed bill will only work to further hinder the prosperity of existing "brick and mortar" businesses by encouraging other vendors to pursue cheaper, unregulated food ventures, and

WHEREAS, vendors that grow in capacity may result in greater excess of trash and littering and utilizing public space such as streets and sidewalks, and

WHEREAS, remove the meal and gross annual sales limitations for microenterprise home kitchen operations and would also lower the cost of obtaining necessary permits and registrations, which could have significant impacts to downtowns, local commercial centers, and residential neighborhoods, and

WHEREAS, SB 972 removes local discretion on local food vendors by allowing them to grow exponentially, all while removing basic food safety and accessibility requirements that help keep cities clean, and residents safe.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the

evidence presented strongly opposes the changes to the California Retail Food Code proposed by Senate Bill 972 (SB972).

The foregoing resolution was adopted upon a motion of Council member _____, second by Council member _____, at a regular meeting of the Dinuba City Council on the 8th day of March, 2022, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda Launer, Mayor,
Dinuba City Council

Maria Alaniz, Interim City Clerk
City of Dinuba

Exhibit "A"

March 3, 2022

The Honorable Richard Pan
Chair, Senate Health Committee
Capitol Office, Ste. 7320
Sacramento, CA 95819

**RE: SB 972 (Gonzalez) California Retail Food Code.
City of Dinuba – Oppose**

Dear Senator Pan,

On behalf of the City of Dinuba, I write in opposition to SB 972 (Gonzalez), which removes the gross annual sales limitation of \$50,000 for cottage food operations and authorizes those operations to sell directly to consumers from a mobile food facility, with authorized safety exemptions from the Department of Public Health.

The City has concerns with the bill's provisions to remove the gross annual sales limitation for microenterprise food operators, which was intended to serve as a mechanism to ensure that such operations do not evolve into massive operations. Dinuba is home to many brick and mortar restaurants and food facilities that have struggled to maintain operations because of the COVID-19 pandemic. These storefronts currently hang in the balance of remaining open or closing permanently, despite our efforts to provide expansionary and financial support. SB 972 will only work to further hinder the prosperity of these existing businesses, by encouraging other vendors to pursue cheaper, unregulated food ventures.

Further, SB 972 preempts our traditional regulatory authority over such vendors by exempting street vendors from the California Retail Food Code, and other code provisions, including minimum potable water and restroom requirements. By lifting the cap on gross annual sales and excluding vendors from basic safety regulations, microenterprise food facilities will have the ability to grow larger, dominate greater areas of public space, and increase the potential to serve potentially hazardous food product to city residents. What's more, vendors that grow in capacity may result in greater excess of trash and littering and utilizing public space such as streets and sidewalks which must be accessible to handicapped individuals and public safety personnel.

SB 972 removes local discretion on local food vendors by allowing them to grow exponentially, all while removing basic food safety and accessibility requirements that help keep cities clean and residents safe.

For these reasons, the City of Dinuba opposes SB 972 (Gonzalez).

Sincerely,

Linda Launer
Mayor
City of Dinuba



City Council Staff Report

Department: FINANCE SERVICES

March 8, 2022

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Warrant Register February 25 & March 4, 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 02.25.2022

WR 03.04.22



Accounts Payable Invoice Report

Payment Date Range 02/19/22 - 02/25/22
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 263 - Advantek Benefit Administrators									
02/19/2022	Miscellaneous	Paid by Check #35150		02/19/2022	02/25/2022	02/25/2022		02/25/2022	46,302.55
Vendor 263 - Advantek Benefit Administrators Totals						Invoices	1		\$46,302.55
Vendor 1809 - AGUILERA TRUCKING INC									
30338	Aguilera Trucking inc	Paid by Check #35151		02/02/2022	02/25/2022	02/25/2022		02/25/2022	4,800.00
Vendor 1809 - AGUILERA TRUCKING INC Totals						Invoices	1		\$4,800.00
Vendor 522 - Allstar Towing									
38366	TOWN FOR T 06	Paid by Check #35152		10/14/2021	02/25/2022	02/25/2022		02/25/2022	145.00
38688	TOW FOR PD 22	Paid by Check #35152		02/17/2022	02/25/2022	02/25/2022		02/25/2022	95.00
Vendor 522 - Allstar Towing Totals						Invoices	2		\$240.00
Vendor 1807 - AM CONSULTING ENGINEERS, INC									
2021-248	ROWD; Project Number COD-101	Paid by Check #35153		01/06/2022	02/25/2022	02/25/2022		02/25/2022	3,840.00
2022-001	ROWD; Project Number COD-101	Paid by Check #35153		02/05/2022	02/25/2022	02/25/2022		02/25/2022	2,320.00
Vendor 1807 - AM CONSULTING ENGINEERS, INC Totals						Invoices	2		\$6,160.00
Vendor 351 - Anthem Blue Cross									
000223221468	HARMAN 532W04713	Paid by Check #35154		02/05/2022	02/25/2022	02/25/2022		02/25/2022	92.00
000223227749	MAGYAR 792A24403	Paid by Check #35156		02/05/2022	02/25/2022	02/25/2022		02/25/2022	85.30
000223227963	HARTLEY 919M97599	Paid by Check #35159		02/05/2022	02/25/2022	02/25/2022		02/25/2022	92.00
000223235225	RAMIREZ 010W01865	Paid by Check #35161		02/05/2022	02/25/2022	02/25/2022		02/25/2022	92.00
000223252619	SANO 060M86753	Paid by Check #35158		02/05/2022	02/25/2022	02/25/2022		02/25/2022	98.70
000223264284	MEDDERS 975A79192	Paid by Check #35157		02/05/2022	02/25/2022	02/25/2022		02/25/2022	92.00
000223272068	TYLER 299A24237	Paid by Check #35155		02/05/2022	02/25/2022	02/25/2022		02/25/2022	85.30
000223808891	HARMAN 862W04709	Paid by Check #35160		02/07/2022	02/25/2022	02/25/2022		02/25/2022	425.73
000223855129	RAMIREZ 992W01856	Paid by Check #35162		02/07/2022	02/25/2022	02/25/2022		02/25/2022	195.60
Vendor 351 - Anthem Blue Cross Totals						Invoices	9		\$1,258.63
Vendor 21 - Aramark Uniform Services Inc.									
503000477395	Fy 21/22-Parks-Uniform services for week of 02/16/22	Paid by Check #35163		02/16/2022	02/25/2022	02/25/2022	02/17/2022	02/25/2022	48.76
Vendor 21 - Aramark Uniform Services Inc. Totals						Invoices	1		\$48.76
Vendor 17 - AT&T									
93910547441/22	Telephone	Paid by Check #35173		01/11/2022	02/25/2022	02/25/2022		02/25/2022	339.58
93910544752/22	Telephone	Paid by Check #35170		02/10/2022	02/25/2022	02/25/2022		02/25/2022	46.42
93910690122/22	Telephone	Paid by Check #35171		02/10/2022	02/25/2022	02/25/2022		02/25/2022	62.83
93910547442/22	Telephone	Paid by Check #35172		02/11/2022	02/25/2022	02/25/2022		02/25/2022	338.63
93910372772/22	Telephone	Paid by Check #35164		02/10/2022	02/25/2022	02/25/2022		02/25/2022	24.59
93910544722/22	Telephone	Paid by Check #35165		02/10/2022	02/25/2022	02/25/2022		02/25/2022	42.65
93910544742/22	Telephone	Paid by Check #35166		02/10/2022	02/25/2022	02/25/2022		02/25/2022	42.65
93910544772/22	Telephone	Paid by Check #35168		02/10/2022	02/25/2022	02/25/2022		02/25/2022	22.17



Accounts Payable Invoice Report

Payment Date Range 02/19/22 - 02/25/22
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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
93910544782/22	Telephone	Paid by Check #35167		02/10/2022	02/25/2022	02/25/2022		02/25/2022	22.17
93910547412/22	Telephone	Paid by Check #35169		02/11/2022	02/25/2022	02/25/2022		02/25/2022	297.27
			Vendor	17 - AT&T Totals		Invoices	10		\$1,238.96
Vendor 289 - AT&T Mobility LLC									
2870151847341/22	January 2022	Paid by Check #35174		01/16/2022	02/25/2022	02/25/2022		02/25/2022	88.24
			Vendor	289 - AT&T Mobility LLC Totals		Invoices	1		\$88.24
Vendor 1259 - BestBuy.com, LLC									
Q4 2021	SALES TAX REVENUE	Paid by EFT #1886		01/31/2022	02/22/2022	02/22/2022		02/22/2022	3,641,123.00
			Vendor	1259 - BestBuy.com, LLC Totals		Invoices	1		\$3,641,123.00
Vendor 822 - Boundtree Medical LLC									
84394084	Supplies	Paid by Check #35175		02/07/2022	02/25/2022	02/25/2022		02/25/2022	329.50
84394085	Supplies	Paid by Check #35175		02/07/2022	02/25/2022	02/25/2022		02/25/2022	141.68
			Vendor	822 - Boundtree Medical LLC Totals		Invoices	2		\$471.18
Vendor 116 - BSK Analytical Laboratories									
AF04385	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #35176		02/15/2022	02/25/2022	02/25/2022		02/25/2022	176.00
AF04861	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #35176		02/22/2022	02/25/2022	02/25/2022		02/25/2022	176.00
			Vendor	116 - BSK Analytical Laboratories Totals		Invoices	2		\$352.00
Vendor 94 - California Public Employees Retirement									
1/30-2/12/22	Payroll 1/30/22-2/12/22	Paid by EFT #1891		02/18/2022	02/22/2022	02/22/2022		02/22/2022	84,146.72
2022-00000315	31 - 457 - Employee CalPERS \$*	Paid by EFT #1890		02/18/2022	02/22/2022	02/22/2022		02/22/2022	9,586.89
			Vendor	94 - California Public Employees Retirement Totals		Invoices	2		\$93,733.61
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
17991	Repairs	Paid by Check #35177		02/01/2022	02/25/2022	02/25/2022		02/25/2022	95.00
			Vendor	305 - Cartozian Air Conditioning and Heating Inc. Totals		Invoices	1		\$95.00
Vendor 1812 - RUBEN CASTANEDA									
CPRS 03/2022	Fy 21/22-CS-CPRS conf expo 3/7-3/11 for R.Castaneda	Paid by Check #35178		02/10/2022	02/25/2022	02/25/2022	02/17/2022	02/25/2022	204.00
			Vendor	1812 - RUBEN CASTANEDA Totals		Invoices	1		\$204.00
Vendor 725 - CDW Government									
R706980	Supplies	Paid by Check #35179		02/02/2022	02/25/2022	02/25/2022		02/25/2022	159.48
			Vendor	725 - CDW Government Totals		Invoices	1		\$159.48
Vendor 923 - City of Tulare									
TRN-02-22	Safety Officer Class - Webster, Espino, Bear	Paid by Check #35180		02/23/2022	02/25/2022	02/25/2022		02/25/2022	900.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 923 - City of Tulare Totals				Invoices			1		\$900.00
Vendor 274 - Code Publishing Company									
GC0006318	Web update	Paid by Check #35181		02/22/2022	02/25/2022	02/25/2022		02/25/2022	905.25
Vendor 274 - Code Publishing Company Totals				Invoices			1		\$905.25
Vendor 1669 - Colantuono, Highsmith & Whatley, PC									
50869	PG&E COALITION-UUT	Paid by Check #35182		02/10/2022	02/25/2022	02/25/2022		02/25/2022	185.45
Vendor 1669 - Colantuono, Highsmith & Whatley, PC Totals				Invoices			1		\$185.45
Vendor 1238 - Coleman & Horowitz, LLP									
457209	Eagle Fire and Water Restoration, Inc.	Paid by Check #35183		01/31/2022	02/25/2022	02/25/2022		02/25/2022	9,816.00
Vendor 1238 - Coleman & Horowitz, LLP Totals				Invoices			1		\$9,816.00
Vendor 170 - Comcast									
0148160 02/11/22	1390 E ELIZABETH WAY	Paid by Check #35184		02/11/2022	02/25/2022	02/25/2022		02/25/2022	232.23
0148178 02/12/22	680 S ALTA AVE	Paid by Check #35185		02/12/2022	02/25/2022	02/25/2022		02/25/2022	332.32
Vendor 170 - Comcast Totals				Invoices			2		\$564.55
Vendor 232 - Courier Printing and Village Printer									
C26313	AP ENVELOPES	Paid by Check #35186		02/18/2022	02/25/2022	02/25/2022		02/25/2022	1,188.08
C26314	AMBULANCE ENVELOPES	Paid by Check #35186		02/18/2022	02/25/2022	02/25/2022		02/25/2022	264.74
Vendor 232 - Courier Printing and Village Printer Totals				Invoices			2		\$1,452.82
Vendor 1759 - Davis Demographics									
21863	Contractual	Paid by Check #35187		02/21/2022	02/25/2022	02/25/2022		02/25/2022	2,600.00
Vendor 1759 - Davis Demographics Totals				Invoices			1		\$2,600.00
Vendor 1035 - De Lage Landen Public Finance									
75535161	Feb/Mar 2022	Paid by EFT #1889		02/20/2022	02/25/2022	02/25/2022		02/25/2022	322.25
Vendor 1035 - De Lage Landen Public Finance Totals				Invoices			1		\$322.25
Vendor 720 - Dell Marketing L.P.									
10557357513	Computer Monitors	Paid by Check #35188		02/02/2022	02/25/2022	02/25/2022		02/25/2022	705.00
Vendor 720 - Dell Marketing L.P. Totals				Invoices			1		\$705.00
Vendor 69 - Don's Shoes									
11631	Fy 21/22-Parks-Work boots for Jose Sanchez	Paid by Check #35189		09/16/2021	02/25/2022	02/25/2022	02/22/2022	02/25/2022	161.67
11634	Fy 21/22-Parks-Work boots for Librado Montes	Paid by Check #35189		09/17/2021	02/25/2022	02/25/2022	02/22/2022	02/25/2022	161.67
Vendor 69 - Don's Shoes Totals				Invoices			2		\$323.34
Vendor 62 - Ed Dena's Auto Center									
309320	REPAIR PART FOR M 735	Paid by Check #35190		02/14/2022	02/25/2022	02/25/2022		02/25/2022	37.89



Accounts Payable Invoice Report

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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	62 - Ed Dena's Auto Center Totals			Invoices		1	\$37.89
Vendor	23 - Entenmann-Rovin Co.								
0163673-IN	BC Badges	Paid by Check #35191		02/15/2022	02/25/2022	02/25/2022		02/25/2022	270.52
		Vendor	23 - Entenmann-Rovin Co. Totals			Invoices		1	\$270.52
Vendor	1591 - Environment Control								
15221-299	JANITORIAL SERVICES - FEBRUARY 2022	Paid by Check #35192		02/01/2022	02/25/2022	02/25/2022		02/25/2022	10,847.32
		Vendor	1591 - Environment Control Totals			Invoices		1	\$10,847.32
Vendor	36 - Ewing Irrigation Products								
16087304	STREET SUPPLIES	Paid by Check #35193		02/14/2022	02/25/2022	02/25/2022		02/25/2022	175.24
		Vendor	36 - Ewing Irrigation Products Totals			Invoices		1	\$175.24
Vendor	1518 - Formation Environmental, LLC								
6828	REMEDATION REVIEW, GAS N SAVE - JANUARY 2022	Paid by Check #35194		01/30/2022	02/25/2022	02/25/2022		02/25/2022	340.00
		Vendor	1518 - Formation Environmental, LLC Totals			Invoices		1	\$340.00
Vendor	1801 - GARDA CL WEST, INC								
20515717	Excess item/premise time January 2022	Paid by Check #35195		01/31/2022	02/25/2022	02/25/2022		02/25/2022	23.88
10678944	Services for February 2022	Paid by Check #35195		02/01/2022	02/25/2022	02/25/2022		02/25/2022	1,183.97
		Vendor	1801 - GARDA CL WEST, INC Totals			Invoices		2	\$1,207.85
Vendor	18 - The Gas Company								
16201580004 2/22	February 2022	Paid by Check #35200		02/08/2022	02/25/2022	02/25/2022		02/25/2022	272.71
0486158404502/22	201 N URUAPAN WAY	Paid by Check #35198		02/08/2022	02/25/2022	02/25/2022		02/25/2022	52.00
1620156700102/22	1390 E ELIZABETH WAY	Paid by Check #35199		02/08/2022	02/25/2022	02/25/2022		02/25/2022	636.24
168351381872/22	180 W Merced UNIT C	Paid by Check #35197		02/08/2022	02/25/2022	02/25/2022		02/25/2022	325.85
128552035972/22	1088 E KAMM AVE	Paid by Check #35196		02/09/2022	02/25/2022	02/25/2022		02/25/2022	644.18
		Vendor	18 - The Gas Company Totals			Invoices		5	\$1,930.98
Vendor	1031 - Joe Grijalva								
CPRS 03/2022	Fy 21/22-Parks-CPRS Playground course 3/7-3/10 for J.Grijalva	Paid by Check #35201		02/10/2022	02/25/2022	02/25/2022	02/17/2022	02/25/2022	180.00
		Vendor	1031 - Joe Grijalva Totals			Invoices		1	\$180.00
Vendor	379 - Guardian EMS Products								
10147	Supplies	Paid by Check #35202		02/07/2022	02/25/2022	02/25/2022		02/25/2022	56.42
10166	Supplies	Paid by Check #35202		02/09/2022	02/25/2022	02/25/2022		02/25/2022	234.34
10168	Supplies	Paid by Check #35202		02/10/2022	02/25/2022	02/25/2022		02/25/2022	189.01
10185	Supplies	Paid by Check #35202		02/15/2022	02/25/2022	02/25/2022		02/25/2022	90.06
		Vendor	379 - Guardian EMS Products Totals			Invoices		4	\$569.83



Accounts Payable Invoice Report

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 496 - The Hanover Insurance Company									
02/04/2022	RHF A044134	Paid by Check #35203		02/04/2022	02/25/2022	02/25/2022		02/25/2022	12,215.20
Vendor 496 - The Hanover Insurance Company Totals							Invoices	1	\$12,215.20
Vendor 139 - Henry Schein Inc.									
16168801	Supplies	Paid by Check #35204		02/01/2022	02/25/2022	02/25/2022		02/25/2022	179.13
16558662	Supplies	Paid by Check #35204		02/04/2022	02/25/2022	02/25/2022		02/25/2022	284.81
16582400	Supplies	Paid by Check #35204		02/04/2022	02/25/2022	02/25/2022		02/25/2022	570.52
16633549	Supplies	Paid by Check #35204		02/07/2022	02/25/2022	02/25/2022		02/25/2022	332.56
12706732	Supplies	Paid by Check #35204		02/08/2022	02/25/2022	02/25/2022		02/25/2022	326.83
13142843	Supplies	Paid by Check #35204		02/08/2022	02/25/2022	02/25/2022		02/25/2022	326.83
15201376	Supplies	Paid by Check #35204		02/08/2022	02/25/2022	02/25/2022		02/25/2022	326.96
15751895	Supplies	Paid by Check #35204		02/08/2022	02/25/2022	02/25/2022		02/25/2022	326.96
16052391	Supplies	Paid by Check #35204		02/08/2022	02/25/2022	02/25/2022		02/25/2022	326.96
16743633	Supplies	Paid by Check #35204		02/08/2022	02/25/2022	02/25/2022		02/25/2022	105.90
16820019	Supplies	Paid by Check #35204		02/09/2022	02/25/2022	02/25/2022		02/25/2022	892.66
16883269	Supplies	Paid by Check #35204		02/11/2022	02/25/2022	02/25/2022		02/25/2022	791.69
Vendor 139 - Henry Schein Inc. Totals							Invoices	12	\$4,791.81
Vendor 1718 - JCL Company, LLC									
02102224491	FLEET SUPPLIES	Paid by Check #35205		02/10/2022	02/25/2022	02/25/2022		02/25/2022	184.34
CEP26416020	FLEET SUPPLIES	Paid by Check #35205		02/16/2022	02/25/2022	02/25/2022		02/25/2022	9.28
CEP26433970	FLEET SUPPLIES	Paid by Check #35205		02/17/2022	02/25/2022	02/25/2022		02/25/2022	466.50
Vendor 1718 - JCL Company, LLC Totals							Invoices	3	\$660.12
Vendor 440 - Johnson Controls Security Solutions									
36988386	QUARTERLY BILLING - 199 N L ST 03/22 to 05/22	Paid by Check #35206		02/12/2022	02/25/2022	02/25/2022		02/25/2022	955.17
36988384	SECURITY SERVICES FOR WATER TOWER ON SIERRA	Paid by Check #35206		02/12/2022	02/25/2022	02/25/2022		02/25/2022	71.41
Vendor 440 - Johnson Controls Security Solutions Totals							Invoices	2	\$1,026.58
Vendor 785 - Judicial Council of California									
54A Q2FY21	Dinuba Courthouse Shared Cost through 12/21	Paid by Check #35207		12/20/2021	02/25/2022	02/25/2022		02/25/2022	661.59
Vendor 785 - Judicial Council of California Totals							Invoices	1	\$661.59
Vendor 256 - Kamps Propane Inc.									
57952	FORKLIFT TANKS	Paid by Check #35208		02/16/2022	02/25/2022	02/25/2022		02/25/2022	67.21
Vendor 256 - Kamps Propane Inc. Totals							Invoices	1	\$67.21
Vendor 796 - L.N. Curtis & Sons									
INV568513	Sensors	Paid by Check #35209		02/11/2022	02/25/2022	02/25/2022		02/25/2022	328.61
Vendor 796 - L.N. Curtis & Sons Totals							Invoices	1	\$328.61



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 53 - League of California Cities									
7934	Membership dues year 2022	Paid by Check #35210		02/21/2022	02/25/2022	02/25/2022		02/25/2022	275.05
		Vendor 53 - League of California Cities Totals				Invoices	1		\$275.05
Vendor 449 - Les Schwab Tire Centers of Central California									
55100274352	BUS 12	Paid by Check #35211		02/15/2022	02/25/2022	02/25/2022		02/25/2022	766.41
		Vendor 449 - Les Schwab Tire Centers of Central California Totals				Invoices	1		\$766.41
Vendor 1368 - Elijah Luna									
CPRS 03/2022	Fy 21/22-CS/Youth Prog-CPRS conf expo 3/7-3/11 for E.Luna	Paid by Check #35212		02/10/2022	02/25/2022	02/25/2022	02/17/2022	02/25/2022	204.00
		Vendor 1368 - Elijah Luna Totals				Invoices	1		\$204.00
Vendor 1655 - Medline Industries, Inc.									
1986353509	Covid Tests	Paid by Check #35213		02/05/2022	02/25/2022	02/25/2022		02/25/2022	1,669.54
1987262878	Supplies	Paid by Check #35213		02/11/2022	02/25/2022	02/25/2022		02/25/2022	69.38
		Vendor 1655 - Medline Industries, Inc. Totals				Invoices	2		\$1,738.92
Vendor 1797 - David Mendoza									
02/22/2022	ANTHEM- Reimbursement January 2022	Paid by Check #35214		02/22/2022	02/25/2022	02/25/2022		02/25/2022	183.41
		Vendor 1797 - David Mendoza Totals				Invoices	1		\$183.41
Vendor 589 - Rosa Montanez									
02/22/2022	ANTHEM-Reimbursement March 2022	Paid by Check #35215		02/22/2022	02/25/2022	02/25/2022		02/25/2022	92.00
		Vendor 589 - Rosa Montanez Totals				Invoices	1		\$92.00
Vendor 22 - Moore Twining Associates Inc.									
2367539	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #35216		02/14/2022	02/25/2022	02/25/2022		02/25/2022	88.00
2367666	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #35216		02/17/2022	02/25/2022	02/25/2022		02/25/2022	108.00
2367667	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #35216		02/17/2022	02/25/2022	02/25/2022		02/25/2022	88.00
2367727	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #35216		02/17/2022	02/25/2022	02/25/2022		02/25/2022	88.00
		Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	4		\$372.00
Vendor 88 - Municipal Maintenance Equipment Inc.									
0167356-IN	REPAIR PART FOR T 20	Paid by Check #35217		02/03/2022	02/25/2022	02/25/2022		02/25/2022	1,319.50
0167377-IN	REPAIR PART FOR T 20	Paid by Check #35217		02/04/2022	02/25/2022	02/25/2022		02/25/2022	1,064.69
		Vendor 88 - Municipal Maintenance Equipment Inc. Totals				Invoices	2		\$2,384.19
Vendor 894 - Musco Corporation									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
359568	Fy 21/22-Parks-remote serv for KC Vista Prk 2/22-2/23	Paid by Check #35218		01/14/2022	02/25/2022	02/25/2022	01/26/2022	02/25/2022	475.00
		Vendor	894 - Musco Corporation	Totals		Invoices	1		\$475.00
Vendor 504 - NVB Equipment Inc.									
DI97121	REPAIR PART FOR PD-21	Paid by Check #35219		02/16/2022	02/25/2022	02/25/2022		02/25/2022	76.51
		Vendor	504 - NVB Equipment Inc.	Totals		Invoices	1		\$76.51
Vendor 392 - O'Reilly Auto Parts									
3641 440386	Supplies	Paid by Check #35220		02/10/2022	02/25/2022	02/25/2022		02/25/2022	44.26
		Vendor	392 - O'Reilly Auto Parts	Totals		Invoices	1		\$44.26
Vendor 142 - Office Depot BSD									
222117390001	Office Supplies	Paid by Check #35221		02/01/2022	02/25/2022	02/25/2022		02/25/2022	149.79
222730237001	Office Supplies	Paid by Check #35221		02/01/2022	02/25/2022	02/25/2022		02/25/2022	52.34
224017661001	Office Supplies	Paid by Check #35221		02/01/2022	02/25/2022	02/25/2022		02/25/2022	5.74
225929486001	Supplies	Paid by Check #35221		02/03/2022	02/25/2022	02/25/2022		02/25/2022	122.06
225964691001	Supplies	Paid by Check #35221		02/04/2022	02/25/2022	02/25/2022		02/25/2022	11.92
225856451001	Office Supplies - Office Depot	Paid by Check #35221		02/02/2022	02/25/2022	02/25/2022		02/25/2022	61.14
225894949001	Office Supplies - Office Depot	Paid by Check #35221		02/03/2022	02/25/2022	02/25/2022		02/25/2022	200.94
		Vendor	142 - Office Depot BSD	Totals		Invoices	7		\$603.93
Vendor 1708 - James Olvera									
02/22/2022	ANTHEM-Reimbursement March 2022	Paid by Check #35222		02/22/2022	02/25/2022	02/25/2022		02/25/2022	233.91
		Vendor	1708 - James Olvera	Totals		Invoices	1		\$233.91
Vendor 76 - Pacific Gas & Electric									
250971736422/22	L & M ALLEY @ FRESNO ST	Paid by Check #35254		02/07/2022	02/25/2022	02/25/2022		02/25/2022	64.74
35474471071 2/22	February 2022	Paid by Check #35252		02/08/2022	02/25/2022	02/25/2022		02/25/2022	444.04
618305447402/22	496 E TULARE ST	Paid by Check #35253		02/08/2022	02/25/2022	02/25/2022		02/25/2022	3,883.73
225762733322/22	425 S ALTA AVE	Paid by Check #35243		02/02/2022	02/25/2022	02/25/2022		02/25/2022	10.97
284878382872/22	1455 S CRAWFORD AVE	Paid by Check #35244		02/07/2022	02/25/2022	02/25/2022		02/25/2022	10.74
860727324972/22	1001 E EL PASO AVE	Paid by Check #35250		02/07/2022	02/25/2022	02/25/2022		02/25/2022	29.19
169314496942/22	N/KAMM E/GREEN	Paid by Check #35242		02/08/2022	02/25/2022	02/25/2022		02/25/2022	26.62
339630846042/22	S/KAMM & O ST	Paid by Check #35246		02/08/2022	02/25/2022	02/25/2022		02/25/2022	11.03
602118118762/22	201 N URUAPAN WAY	Paid by Check #35247		02/08/2022	02/25/2022	02/25/2022		02/25/2022	1,571.45
774843071192/22	1133 S COLLEGE AVE	Paid by Check #35248		02/08/2022	02/25/2022	02/25/2022		02/25/2022	29.02
945914183252/22	W/COLLEGE 100 N/MARSHALL	Paid by Check #35251		02/08/2022	02/25/2022	02/25/2022		02/25/2022	10.53
294652070082/22	PARKS	Paid by Check #35245		02/09/2022	02/25/2022	02/25/2022		02/25/2022	44.28
731427487112/22	PARKS	Paid by Check #35240		02/09/2022	02/25/2022	02/25/2022		02/25/2022	2,034.15
155771097452/22	1851 E KAMM AVE	Paid by Check #35241		02/10/2022	02/25/2022	02/25/2022		02/25/2022	1,620.90
831902407272/22	SW SW 16-16-24	Paid by Check #35249		02/10/2022	02/25/2022	02/25/2022		02/25/2022	25.29
134445515952/22	NW COR M & VENTURA AVE	Paid by Check #35223		02/07/2022	02/25/2022	02/25/2022		02/25/2022	60.03



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
210475377882/22	155 W MERCED AVE	Paid by Check #35227		02/07/2022	02/25/2022	02/25/2022		02/25/2022	156.63
447571605182/22	180 W Merced STE A	Paid by Check #35239		02/07/2022	02/25/2022	02/25/2022		02/25/2022	285.16
605804926702/22	148 S M ST	Paid by Check #35231		02/07/2022	02/25/2022	02/25/2022		02/25/2022	24.67
630805446692/22	ALLEY BTWN L & K ST	Paid by Check #35232		02/07/2022	02/25/2022	02/25/2022		02/25/2022	10.51
768101241982/22	180 W Merced STE C	Paid by Check #35237		02/07/2022	02/25/2022	02/25/2022		02/25/2022	127.21
975086523732/22	180 W Merced STE B	Paid by Check #35238		02/07/2022	02/25/2022	02/25/2022		02/25/2022	128.01
183409121302/22	100 N/MARSHALL AVE	Paid by Check #35224		02/08/2022	02/25/2022	02/25/2022		02/25/2022	10.51
496411368302/22	MILSAP & MYRTLE ALLEY	Paid by Check #35228		02/08/2022	02/25/2022	02/25/2022		02/25/2022	127.89
516730856042/22	S/E KAMM & ALTA	Paid by Check #35230		02/08/2022	02/25/2022	02/25/2022		02/25/2022	107.75
672472110622/22	TULARE & L ST	Paid by Check #35233		02/08/2022	02/25/2022	02/25/2022		02/25/2022	102.03
676638777012/22	TULARE & L ST	Paid by Check #35234		02/08/2022	02/25/2022	02/25/2022		02/25/2022	73.13
874409527912/22	301 E KAMM AVE	Paid by Check #35236		02/08/2022	02/25/2022	02/25/2022		02/25/2022	28.06
134971623572/22	KAMM & GREEN	Paid by Check #35225		02/09/2022	02/25/2022	02/25/2022		02/25/2022	1,937.45
502735657342/22	RANDLE AVE S/EL MONTE	Paid by Check #35229		02/09/2022	02/25/2022	02/25/2022		02/25/2022	47.92
847471995152/22	ALTA & KAMME AVE	Paid by Check #35235		02/09/2022	02/25/2022	02/25/2022		02/25/2022	89.62
207327719752/22	1088 E KAMM AVE	Paid by Check #35226		02/10/2022	02/25/2022	02/25/2022		02/25/2022	874.26
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	32	\$14,007.52
Vendor 1709 - Pacific Premier Bank									
8400012740 02/22	2019 Wastewater	Paid by EFT #1887		02/02/2022	02/23/2022	02/23/2022		02/23/2022	28,555.11
			Vendor 1709 - Pacific Premier Bank Totals				Invoices	1	\$28,555.11
Vendor 7 - Pena's Disposal Services									
643620	Fy 21/22-Parks-Disposal service for Vuich park	Paid by Check #35255		02/18/2022	02/25/2022	02/25/2022	02/22/2022	02/25/2022	330.40
643627	Cust No. 01-153360	Paid by Check #35255		02/18/2022	02/25/2022	02/25/2022		02/25/2022	1,469.58
			Vendor 7 - Pena's Disposal Services Totals				Invoices	2	\$1,799.98
Vendor 1102 - RDO Equipment Co.									
W1319375	FLEET REPAIRS	Paid by Check #35256		11/03/2021	02/25/2022	02/25/2022		02/25/2022	2,909.14
P5879275	FLEET REPAIRS	Paid by Check #35256		01/24/2022	02/25/2022	02/25/2022		02/25/2022	5.35
			Vendor 1102 - RDO Equipment Co. Totals				Invoices	2	\$2,914.49
Vendor 689 - Denis Richardson									
DR BOOT REIM 22	FY 21/22 - BOOT ALLOWANCE	Paid by Check #35257		02/07/2022	02/25/2022	02/25/2022		02/25/2022	150.00
			Vendor 689 - Denis Richardson Totals				Invoices	1	\$150.00
Vendor 1677 - Rodeo Wild West									
528211	FY 21/22 - BOOT ALLOWANCE, DANIEL CRUZ	Paid by Check #35258		01/05/2022	02/25/2022	02/25/2022		02/25/2022	150.00
328248	FY 21/22 - BOOT ALLOWANCE, ERIC JUMP	Paid by Check #35258		01/20/2022	02/25/2022	02/25/2022		02/25/2022	150.00
			Vendor 1677 - Rodeo Wild West Totals				Invoices	2	\$300.00



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Vendor 507 - San Joaquin Vally Chapter of the ICC									
2022 ICC LOPEZ	Dues & Subscriptions	Paid by Check #35259		01/01/2022	02/25/2022	02/25/2022		02/25/2022	75.00
Vendor 507 - San Joaquin Vally Chapter of the ICC Totals							Invoices	1	\$75.00
Vendor 42 - Scout Specialties									
152762	FLEET SUPPLIES	Paid by Check #35260		02/11/2022	02/25/2022	02/25/2022		02/25/2022	59.89
Vendor 42 - Scout Specialties Totals							Invoices	1	\$59.89
Vendor 46 - Self Help Enterprises									
DIN19HM 01-22	DIN19HM GENERAL ADMIN JANUARY 2022	Paid by Check #35261		02/02/2022	02/25/2022	02/25/2022		02/25/2022	972.00
DINHMP1 01-22	DIN18HM ADMIN CHARGES; JANUARY 2022	Paid by Check #35261		02/02/2022	02/25/2022	02/25/2022		02/25/2022	468.75
Vendor 46 - Self Help Enterprises Totals							Invoices	2	\$1,440.75
Vendor 1775 - Sierra Designs, Inc									
2	Sierra Designs Entertainment Park	Paid by Check #35262		02/14/2022	02/25/2022	02/25/2022		02/25/2022	6,477.88
Vendor 1775 - Sierra Designs, Inc Totals							Invoices	1	\$6,477.88
Vendor 214 - Stericycle, Inc.									
3005908869	March 2022	Paid by Check #35263		03/01/2022	02/25/2022	02/25/2022		02/25/2022	142.53
Vendor 214 - Stericycle, Inc. Totals							Invoices	1	\$142.53
Vendor 1447 - Monte Sylvester									
02/22/2022	ANTHEM - Reimbursement February 2022	Paid by Check #35264		02/22/2022	02/25/2022	02/25/2022		02/25/2022	320.23
Vendor 1447 - Monte Sylvester Totals							Invoices	1	\$320.23
Vendor 163 - TAG/AMS Inc.									
2804085	ANNUAL RENEWAL FEE	Paid by Check #35265		01/11/2022	02/25/2022	02/25/2022		02/25/2022	175.00
Vendor 163 - TAG/AMS Inc. Totals							Invoices	1	\$175.00
Vendor 581 - Michele Tapia									
CPRS 03/2022	Fy 21/22-CS-CPRS conf expo 3/7-3/11 for M.Tapia	Paid by Check #35266		02/10/2022	02/25/2022	02/25/2022	02/17/2022	02/25/2022	204.00
Vendor 581 - Michele Tapia Totals							Invoices	1	\$204.00
Vendor 717 - TMI Research Services									
CITYOD 22-12-31	SERVICE MONTH JANUARY 2022	Paid by Check #35267		01/31/2022	02/25/2022	02/25/2022		02/25/2022	510.00
Vendor 717 - TMI Research Services Totals							Invoices	1	\$510.00
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4003420004	LITTER VACUUM LEASE PAYMENT	Paid by Check #35268		02/07/2022	02/25/2022	02/25/2022		02/25/2022	950.73
Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals							Invoices	1	\$950.73
Vendor 1627 - Toyota Material Handling Northern California									



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GF0Y01	48" VAC HEAD	Paid by Check #35269		07/28/2021	02/25/2022	02/25/2022		02/25/2022	281.83
VF5J31	REPAIRS ON FORKLIFT AT WWTP	Paid by Check #35269		02/16/2022	02/25/2022	02/25/2022		02/25/2022	297.50
Vendor 1627 - Toyota Material Handling Northern California Totals								Invoices 2	\$579.33
Vendor 1762 - Trihydro Corporation									
0173717	SENTINEL WELL MONITORING - JANUARY 2022	Paid by Check #35270		02/14/2022	02/25/2022	02/25/2022		02/25/2022	3,344.25
Vendor 1762 - Trihydro Corporation Totals								Invoices 1	\$3,344.25
Vendor 782 - TruckPro Holding Corporation									
131-0056217	REPAIR PART FOR U 04	Paid by Check #35271		02/09/2022	02/25/2022	02/25/2022		02/25/2022	94.00
131-0056218	REPAIR PART FOR U 10	Paid by Check #35271		02/09/2022	02/25/2022	02/25/2022		02/25/2022	20.78
Vendor 782 - TruckPro Holding Corporation Totals								Invoices 2	\$114.78
Vendor 49 - Tulare County									
IN0198288	Small Facility/Generator-FA1349115	Paid by Check #35272		02/08/2022	02/25/2022	02/25/2022		02/25/2022	516.00
Vendor 49 - Tulare County Totals								Invoices 1	\$516.00
Vendor 273 - US Bank									
465053346	February 2022	Paid by Check #35273		02/08/2022	02/25/2022	02/25/2022		02/25/2022	138.30
Vendor 273 - US Bank Totals								Invoices 1	\$138.30
Vendor 359 - Valero Marketing & Supply Company									
78344832	January 2022	Paid by Check #35274		02/06/2022	02/25/2022	02/25/2022		02/25/2022	6,113.21
78343780	Fuels	Paid by EFT #1885		02/06/2022	02/25/2022	02/25/2022		02/25/2022	6,388.42
Vendor 359 - Valero Marketing & Supply Company Totals								Invoices 2	\$12,501.63
Vendor 354 - Verizon Wireless									
9899574246	CM	Paid by Check #35278		02/14/2022	02/25/2022	02/25/2022		02/25/2022	1,071.54
9899574245	Administration	Paid by Check #35277		02/14/2022	02/25/2022	02/25/2022		02/25/2022	127.08
9899479590	March 2022	Paid by Check #35276		02/12/2022	02/25/2022	02/25/2022		02/25/2022	344.23
9899035668	Acct# 972514922-00001	Paid by Check #35275		02/07/2022	02/25/2022	02/25/2022		02/25/2022	896.77
Vendor 354 - Verizon Wireless Totals								Invoices 4	\$2,439.62
Vendor 1067 - Yamabe & Horn Engineering Inc.									
47150	Y&H Alta Nebraska Roundabout ROW	Paid by Check #35279		07/22/2021	02/25/2022	02/25/2022		02/25/2022	937.50
47151	Y&H Roadway Segment	Paid by Check #35279		07/22/2021	02/25/2022	02/25/2022		02/25/2022	300.00
47781	Y&H McKinley Ave Project	Paid by Check #35279		11/02/2021	02/25/2022	02/25/2022		02/25/2022	7,488.50
47782	Y&H North Dinuba Improv Griggs	Paid by Check #35279		11/02/2021	02/25/2022	02/25/2022		02/25/2022	31,968.15
47787	Y&H Parcel Map 2021-02	Paid by Check #35279		11/02/2021	02/25/2022	02/25/2022		02/25/2022	6,646.50
47793A	Y&H Subdivisions Eng Support	Paid by Check #35279		11/02/2021	02/25/2022	02/25/2022		02/25/2022	2,001.50
47804	Ridge Creek PH II Y&H parks maintenance facility	Paid by Check #35279		11/02/2021	02/25/2022	02/25/2022		02/25/2022	392.00



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Vendor 1067 - Yamabe & Horn Engineering Inc. Totals						Invoices	7		\$49,734.15
Vendor IE INC, DBA: IPERMIT 2022-57	REFUND 738 NEWTON DR PERMIT #2022-57	Paid by Check #35280		02/15/2022	02/25/2022	02/25/2022		02/25/2022	228.00
Vendor IE INC, DBA: IPERMIT Totals						Invoices	1		\$228.00
Vendor Maria Elena Martinez Refund fees	Fy 21/22-Refund req for BB reg for J.Orosco	Paid by Check #35281		02/16/2022	02/25/2022	02/25/2022	02/16/2022	02/25/2022	43.00
Vendor Maria Elena Martinez Totals						Invoices	1		\$43.00
Vendor Raquel Moreno Refund fees	Fy 21/22-Refund on BB regs for A. & J. Soltero	Paid by Check #35282		02/22/2022	02/25/2022	02/25/2022	02/22/2022	02/25/2022	79.00
Vendor Raquel Moreno Totals						Invoices	1		\$79.00
Vendor Victor Ramirez Sanchez Ref 20-394	Refund Ambulance	Paid by Check #35283		03/30/2021	04/09/2021	04/09/2021		02/25/2022	20.00
Vendor Victor Ramirez Sanchez Totals						Invoices	1		\$20.00
Grand Totals						Invoices	187		\$3,984,631.58



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 263 - Advantek Benefit Administrators									
02/25/22	Miscellaneous	Paid by Check #35284		02/25/2022	03/04/2022	02/04/2022		03/04/2022	34,384.58
Vendor 263 - Advantek Benefit Administrators Totals						Invoices	1		\$34,384.58
Vendor 416 - Amber Chemical Inc.									
0372234-IN	SUPPLIES FOR WATER DEPT	Paid by Check #35285		02/09/2022	03/04/2022	03/04/2022		03/04/2022	652.36
Vendor 416 - Amber Chemical Inc. Totals						Invoices	1		\$652.36
Vendor 20 - Ameritas Life Insurance									
03/1/22-03/31/22	010-007745-00000	Paid by Check #35286		02/15/2022	03/04/2022	02/04/2022		03/04/2022	21,044.68
Vendor 20 - Ameritas Life Insurance Totals						Invoices	1		\$21,044.68
Vendor 351 - Anthem Blue Cross									
000223639106	SANO 097M84206	Paid by Check #35288		02/07/2022	03/04/2022	02/04/2022		03/04/2022	897.06
000223696623	HARTLEY 925M97595	Paid by Check #35287		02/07/2022	03/04/2022	02/04/2022		03/04/2022	241.77
000641762E	Coverage 03/2022	Paid by Check #35289		02/14/2022	03/04/2022	02/04/2022		03/04/2022	571.43
Vendor 351 - Anthem Blue Cross Totals						Invoices	3		\$1,710.26
Vendor 17 - AT&T									
939105446202/22	DSC- Telephone	Paid by Check #35290		02/11/2022	03/04/2022	03/04/2022		03/04/2022	72.39
9391054469 02/22	PD - 01/11/2022 - 02/10/2022	Paid by Check #35292		02/11/2022	03/04/2022	03/04/2022		03/04/2022	20.50
	Billing Charges								
9391054740 02/22	PD - 01/11/2022 - 02/10/2022	Paid by Check #35291		02/11/2022	03/04/2022	03/04/2022		03/04/2022	264.35
	Billing Charges								
9391054736 02/22	PD - 01/20/2022 - 02/19/2022	Paid by Check #35293		02/20/2022	03/04/2022	03/04/2022		03/04/2022	140.33
	Billing Charges								
Vendor 17 - AT&T Totals						Invoices	4		\$497.57
Vendor 40 - Richard Leroy Barkley									
11016	Marquee sign repair	Paid by Check #35294		02/18/2022	03/04/2022	03/04/2022		03/04/2022	500.00
Vendor 40 - Richard Leroy Barkley Totals						Invoices	1		\$500.00
Vendor 1808 - BEST CONCRETE BLOCKS, INC									
900	CONCRETE BLOCKS FOR WWTP	Paid by Check #35295		02/11/2022	03/04/2022	03/04/2022		03/04/2022	1,943.55
Vendor 1808 - BEST CONCRETE BLOCKS, INC Totals						Invoices	1		\$1,943.55
Vendor 116 - BSK Analytical Laboratories									
AF04900	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #35296		02/22/2022	03/04/2022	03/04/2022		03/04/2022	1,421.00
AF04904	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #35296		02/22/2022	03/04/2022	03/04/2022		03/04/2022	154.00
Vendor 116 - BSK Analytical Laboratories Totals						Invoices	2		\$1,575.00
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
17785	Cartozian Maintenance Agreement	Paid by Check #35297		11/04/2021	03/04/2022	03/04/2022		03/04/2022	2,950.00



Accounts Payable Invoice Report

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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 305 - Cartozian Air Conditioning and Heating Inc. Totals						Invoices	1		\$2,950.00
Vendor 170 - Comcast									
0191269	02/22/22 201 N URUAPAN WAY	Paid by Check #35298		02/22/2022	03/04/2022	03/04/2022		03/04/2022	286.54
Vendor 170 - Comcast Totals						Invoices	1		\$286.54
Vendor 232 - Courier Printing and Village Printer									
C26322	PD - Supplies / Envelopes	Paid by Check #35299		02/18/2022	03/04/2022	03/04/2022		03/04/2022	1,059.50
Vendor 232 - Courier Printing and Village Printer Totals						Invoices	1		\$1,059.50
Vendor 1412 - Hands in the Community									
03/03/2022	2022 Hands in the community Annual Golf Tournament Sponsorship	Paid by Check #35300		03/03/2022	03/04/2022	03/04/2022		03/04/2022	800.00
Vendor 1412 - Hands in the Community Totals						Invoices	1		\$800.00
Vendor 1431 - Patricia Hartman									
02/28/2022	ANTHEM-March 2022	Paid by Check #35301		02/28/2022	03/04/2022	02/04/2022		03/04/2022	92.00
Vendor 1431 - Patricia Hartman Totals						Invoices	1		\$92.00
Vendor 1150 - Hoffman Security									
563174	DSC - Security Monitoring-March 2022	Paid by Check #35302		02/20/2022	03/04/2022	03/04/2022		03/04/2022	105.00
Vendor 1150 - Hoffman Security Totals						Invoices	1		\$105.00
Vendor 1805 - J & E RESTAURANT SUPPLY, INC									
81600	PD - Everest Freezer Model #ESRF3 / Evidence Room	Paid by Check #35303		02/22/2022	03/04/2022	03/04/2022		03/04/2022	7,000.00
Vendor 1805 - J & E RESTAURANT SUPPLY, INC Totals						Invoices	1		\$7,000.00
Vendor 922 - James G Palmer Appraisals, Inc.									
4181	James G Palmer Appraisal	Paid by Check #35304		02/24/2022	03/04/2022	03/04/2022		03/04/2022	2,750.00
Vendor 922 - James G Palmer Appraisals, Inc. Totals						Invoices	1		\$2,750.00
Vendor 213 - Javelina Trading Company									
2110025	GLOVES FOR WATER DEPT	Paid by Check #35305		11/11/2021	03/04/2022	03/04/2022		03/04/2022	2,235.03
Vendor 213 - Javelina Trading Company Totals						Invoices	1		\$2,235.03
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc.									
137534	SERVICE MONTH JANUARY 2022	Paid by Check #35306		02/04/2022	03/04/2022	02/04/2022		03/04/2022	360.00
137540	SERVICE MONTH JANUARY 2022	Paid by Check #35306		02/04/2022	03/04/2022	02/04/2022		03/04/2022	2,973.52
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc. Totals						Invoices	2		\$3,333.52
Vendor 89 - Liebert Cassidy Whitmore									
211921	Legal Services (lawyers)	Paid by Check #35307		01/31/2022	03/04/2022	02/04/2022		03/04/2022	212.00
Vendor 89 - Liebert Cassidy Whitmore Totals						Invoices	1		\$212.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 589 - Rosa Montanez									
01/28/2022	ANTHEM-March 2022	Paid by Check #35308		02/28/2022	03/04/2022	02/04/2022		03/04/2022	116.29
Vendor 589 - Rosa Montanez Totals								Invoices	1
									\$116.29
Vendor 22 - Moore Twining Associates Inc.									
2367877	MONITORING WELL ANNUAL SAMPLING	Paid by Check #35309		02/24/2022	03/04/2022	03/04/2022		03/04/2022	1,140.00
2367879	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #35309		02/24/2022	03/04/2022	03/04/2022		03/04/2022	88.00
2368053	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #35309		02/28/2022	03/04/2022	03/04/2022		03/04/2022	88.00
2368055	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #35309		02/28/2022	03/04/2022	03/04/2022		03/04/2022	115.00
2368056	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #35309		02/28/2022	03/04/2022	03/04/2022		03/04/2022	88.00
2368057	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #35309		02/28/2022	03/04/2022	03/04/2022		03/04/2022	88.00
Vendor 22 - Moore Twining Associates Inc. Totals								Invoices	6
									\$1,607.00
Vendor 142 - Office Depot BSD									
220191776001	Office Supplies	Paid by Check #35310		01/07/2022	03/04/2022	03/04/2022		03/04/2022	11.91
220191070001	Office Supplies	Paid by Check #35310		01/09/2022	03/04/2022	03/04/2022		03/04/2022	84.01
221873146001	Office Supplies	Paid by Check #35310		01/12/2022	03/04/2022	03/04/2022		03/04/2022	46.72
220995304001	Office Supplies	Paid by Check #35310		01/17/2022	03/04/2022	03/04/2022		03/04/2022	38.57
220996004001	Office Supplies	Paid by Check #35310		01/17/2022	03/04/2022	03/04/2022		03/04/2022	13.40
221922649001	Office Supplies	Paid by Check #35310		01/18/2022	03/04/2022	03/04/2022		03/04/2022	17.35
220996004002	Office Supplies	Paid by Check #35310		01/19/2022	03/04/2022	03/04/2022		03/04/2022	6.88
222117390002	Office Supplies	Paid by Check #35310		02/08/2022	03/04/2022	03/04/2022		03/04/2022	22.16
227140040001	Office Supplies	Paid by Check #35310		02/09/2022	03/04/2022	03/04/2022		03/04/2022	5.73
219673407001	PD - Supplies	Paid by Check #35310		01/31/2022	03/04/2022	03/04/2022		03/04/2022	282.50
Vendor 142 - Office Depot BSD Totals								Invoices	10
									\$529.23
Vendor 76 - Pacific Gas & Electric									
316657841902/22	3007 W KAMM AVE	Paid by Check #35321		02/16/2022	03/04/2022	03/04/2022		03/04/2022	23.82
432339024692/22	CITRUS HEIGHTS VENTURA AND O	Paid by Check #35311		02/14/2022	03/04/2022	03/04/2022		03/04/2022	64.00
854359817422/22	PARKS	Paid by Check #35312		02/14/2022	03/04/2022	03/04/2022		03/04/2022	213.44
901837373532/22	DUNMORE HOMES VISCAYA 1 AT SAGINA	Paid by Check #35313		02/14/2022	03/04/2022	03/04/2022		03/04/2022	934.02
919617675882/22	SIERRA WAY AND BUENA VISTA AVE	Paid by Check #35314		02/14/2022	03/04/2022	03/04/2022		03/04/2022	74.34
156188827222/22	PW	Paid by Check #35315		02/11/2022	03/04/2022	03/04/2022		03/04/2022	133.48
338077954232/22	2007 N CRAWFORD AVE	Paid by Check #35316		02/11/2022	03/04/2022	03/04/2022		03/04/2022	777.66
954874984792/22	ALTA & NEBRASKA AVE	Paid by Check #35320		02/11/2022	03/04/2022	03/04/2022		03/04/2022	73.95



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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
640799572502/22	PW	Paid by Check #35317		02/14/2022	03/04/2022	03/04/2022		03/04/2022	606.17
917922255332/22	PW	Paid by Check #35319		02/14/2022	03/04/2022	03/04/2022		03/04/2022	916.65
886695643252/22	NW SE SW 18 16 24	Paid by Check #35318		02/16/2022	03/04/2022	03/04/2022		03/04/2022	1,267.21
		Vendor	76 - Pacific Gas & Electric	Totals		Invoices	11		\$5,084.74
Vendor 349 - RES COM Pest Control									
1997983	PD - Dog Kennel Pest Control Service	Paid by Check #35322		02/18/2022	03/04/2022	03/04/2022		03/04/2022	44.00
		Vendor	349 - RES COM Pest Control	Totals		Invoices	1		\$44.00
Vendor 1677 - Rodeo Wild West									
528215	BOOT ALLOWANCE - PABLO VELAZQUEZ	Paid by Check #35323		02/18/2022	03/04/2022	03/04/2022		03/04/2022	150.00
		Vendor	1677 - Rodeo Wild West	Totals		Invoices	1		\$150.00
Vendor 42 - Scout Specialties									
152827	SUPPLIES FOR WWTP	Paid by Check #35324		02/14/2022	03/04/2022	03/04/2022		03/04/2022	164.38
		Vendor	42 - Scout Specialties	Totals		Invoices	1		\$164.38
Vendor 46 - Self Help Enterprises									
SUB-9	CDBG-CV2-3 SUB ASSISTANCE, GENERAL ADMIN & IMPLEMENTATION COST	Paid by Check #35325		02/14/2022	03/04/2022	03/04/2022		03/04/2022	21,143.81
12	CDBG-CV1 GENERAL ADMIN & IMPLEMENTATION COSTS	Paid by Check #35325		02/16/2022	03/04/2022	03/04/2022		03/04/2022	2,926.96
BA-9	CDBG-CV2-3 BA GENERAL ADMIN	Paid by Check #35325		02/21/2022	03/04/2022	03/04/2022		03/04/2022	488.91
		Vendor	46 - Self Help Enterprises	Totals		Invoices	3		\$24,559.68
Vendor 121 - State of California									
GEM0422B8LI	2021 QTR 4 Acct #GEM1255427183	Paid by Check #35326		04/01/2022	03/04/2022	03/04/2022		03/04/2022	31,147.44
		Vendor	121 - State of California	Totals		Invoices	1		\$31,147.44
Vendor 92 - Target Specialty Products									
INVP500717948	SUPPLIES FOR WWTP	Paid by Check #35327		02/16/2022	03/04/2022	03/04/2022		03/04/2022	503.55
INVP500717950	SUPPLIES FOR WWTP	Paid by Check #35327		02/16/2022	03/04/2022	03/04/2022		03/04/2022	582.81
		Vendor	92 - Target Specialty Products	Totals		Invoices	2		\$1,086.36
Vendor 273 - US Bank									
466078326	Copier Lease 02/20/2022 - 03/20/2022	Paid by Check #35329		02/23/2022	03/04/2022	03/04/2022		03/04/2022	2,463.38
465486140	PD - Copiers Lease	Paid by Check #35328		02/15/2022	03/04/2022	03/04/2022		03/04/2022	907.08
		Vendor	273 - US Bank	Totals		Invoices	2		\$3,370.46
Vendor 354 - Verizon Wireless									



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9899203621	PD - 01/11/2022 - 02/10/2022 Billing Charges	Paid by Check #35330		02/10/2022	03/04/2022	03/04/2022		03/04/2022	1,986.62
9899574242	ADMIN PHONE CHARGES	Paid by Check #35331		02/14/2022	03/04/2022	03/04/2022		03/04/2022	262.60
			Vendor 354 - Verizon Wireless Totals			Invoices	2		<u>\$2,249.22</u>
Vendor JENNIFER ALLEN									
02/25/2022	Refund overpayment 19-1563	Paid by Check #35332		02/25/2022	03/04/2022	03/04/2022		03/04/2022	15.00
			Vendor JENNIFER ALLEN Totals			Invoices	1		<u>\$15.00</u>
Vendor Antonio Galvan									
Refund fees	Fy 19/20-Sports-BB Season cancelled due to Covid-19	Paid by Check #35338		04/01/2020	04/24/2020	04/24/2020	04/01/2020	03/04/2022	121.00
			Vendor Antonio Galvan Totals			Invoices	1		<u>\$121.00</u>
			Grand Totals			Invoices	69		<u><u>\$153,376.39</u></u>



City Council Staff Report

Department: PUBLIC WORKS

March 8, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Ordinance No. 2022-02 Amending Ordinance No. 2019-01 Adopting State Mandated Recycling Programs (IH)

RECOMMENDATION

Council conduct a public hearing, receive testimony, close the public hearing and take the following actions by one motion:

1. Introduce and waive the full reading of Ordinance No. 2022-02, amending Ordinance No. 2019-01 that updated Title 7.21 of the Dinuba Municipal Code pertaining to the regulation of State mandated recycling programs; and,
2. Schedule second reading and adoption of Ordinance for March 22, 2022.

EXECUTIVE SUMMARY

On January 22, 2019 the Dinuba City Council adopted Ordinance No. 2019-01. This Ordinance added the provisions of Assembly Bills 341 and 1826 to Title 7 of the Dinuba Municipal Code. Shortly after taking this action the State adopted final regulations for Senate Bill 1383 mandating a statewide effort to reduce emissions of short-lived climate pollutants. Adopting Ordinance No. 2022-02 will amend Ordinance No. 2019-01 and add the requirements of SB 1383 to Title 7.21 of the Dinuba Municipal Code.

OUTSTANDING ISSUES

None.

DISCUSSION

Information regarding Senate Bill 1383 was presented to the City Council on September 28, 2021. This landmark legislation aims to reduce methane emissions caused by short-lived climate pollutants such as organic food waste. The State of California has taken an increasingly proactive approach to limit the detrimental effects of greenhouse gases. Starting with the California Integrated Waste Management Act of 1989 and continuing with Assembly Bill 341 and Assembly Bill 1826, the State has demonstrated that it is committed to reducing the amount of waste that goes to landfills.

As discussed with the City Council on September 28, 2021, the provisions of SB1383 require the City to:

1. Provide organic waste recycling services to all residents and businesses;
2. Inspect and enforce compliance with the subject legislation by adopting an enforcement ordinance;
3. Implement an edible food recovery program that recovers edible food from the waste stream;
4. Conduct outreach and education to all affected parties;
5. Procure recycled organic waste products like compost, mulch and renewable natural gas; and
6. Maintain accurate and timely records of SB1383 compliance for annual reporting requirements.

As indicated in item number two above, the State has directed that each jurisdiction adopt a local Ordinance adding the provisions of SB1383 to its local municipal code. Ordinance No. 2019-01 was adopted on January 22, 2019 and served to add the recycling mandates that were in effect at that time. However in order to add SB1383 regulations, this Ordinance must be amended. The adoption of Ordinance No. 2022-02 will amend Ordinance No. 2019-01 and make the City compliant with SB1383 regulations.

Enclosed herein is Ordinance 2022-02, identified as Attachment 'A'. This new Ordinance is essentially the 2019-01 Ordinance with some minor editorial deletions and some added sections necessary to comply with SB 1383. Staff has worked with the City's franchise hauler and the City Attorney to prepare the attached Ordinance. After holding a public hearing and accepting public comment, it is recommended that the City Council schedule a second reading and adoption of this Ordinance for March 22, 2022.

FISCAL IMPACT

There is no cost associated with the recommended action.

PUBLIC HEARING

A public hearing notice was published in the February 24, 2022 issue of the Mid-

Valley Times.

ATTACHMENTS:

A. Ordinance Number 2022-02

ORDINANCE NO 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING TITLE 7 OF THE DINUBA MUNICIPAL CODE PERTAINING TO THE REGULATION OF STATE MANDATED RECYCLING PROGRAMS AND PROVIDING FOR THE ENACTMENT AND EFFECTIVE DATE THEREOF

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

SECTION I. Amendments and additions were made to the following chapter within the Dinuba Municipal Code related to State mandated recycling programs: Chapter 21 of Title 7 (Health and Sanitation) as follows:

7.21.010 Purpose:

The City is required to adhere to state mandated policies and thus is establishing citywide requirements applicable pursuant to the 1989 California Integrated Waste Management Act - Assembly Bill 939 (AB 939). This specifically includes amendment provisions for AB 341, signed into law October 2011, Recycling of Commercial Solid Waste, AB 1826, signed into law September 2014, Recycling of Organic Waste, and SB 1383, signed into law September 2016, and any future bills signed into law under AB 939. AB 341 and AB 1826 impacting commercial businesses and multifamily dwellings with five (5) or more units, whereas SB 1383 impacts commercial businesses, multifamily dwellings, and single family dwellings. These laws are intended to increase the diversion of recyclable material and organic waste from landfill disposal, reduce greenhouse gas emissions, conserve water, energy and other natural resources, and protect the environment. This ordinance is to ensure citywide compliance of state mandated policies and document enforcement penalties to ensure full awareness and to protect the public safety, health and welfare and to enhance the environment for the people of the City of Dinuba.

7.21.020 Definitions:

For the purpose of this Chapter, certain words and terms are defined as follows:

- A. "AB 939" means the Division 30 Waste Management in the California Public Resource Code.
- B. "AB 341" means Chapter 12.8 Recycling of Commercial Solid Waste in Part 3 of Division 30 in the California Public Resource Code.
- C. "AB 1826" means Chapter 12.9 Recycling of Organic Waste in Part 3 of Division 30

in the California Public Resource Code.

- D. "BIN" means a metal or plastic container for the collection of solid waste, organic waste, or recyclable material.
- E. "BULKY ITEMS" means discarded waste that is too large to be placed in a closed waste/recycle bin/cart, so items are not protruding out the top including, but not limited to, large appliances, furniture, carpets, mattresses, and similar large items that require special handling due to the size.
- F. "BUSINESS" or "BUSINESSES" means any commercial or public entity, including, but not limited to a firm, partnership, proprietorship, corporation, or an association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling.
- G. "CART" means a 96-gallon plastic container used for the collection of solid waste, organic green waste, organic food waste, or recyclable material "City" means the municipal corporation known as the City of Dinuba acting through its managers and employees.
- H. "CITY" means the California municipal corporation known as the City of Dinuba acting through its City Council, managers and employees.
- I. COMMERCIAL EDIBLE FOOD GENERATOR: includes a tier one or a tier two commercial edible food generator as defined in 14 CCR Section 18982(a)(73) and (a)(74).
- J. "CONTAMINATION" means bin/cart contains material other than what is allowed, as defined by the Franchise Hauler.
- K. "EDIBLE FOOD": Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "edible food" is not solid waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code (Health & Safety Code §§ 113700 – 114437).
- L. "FOOD RECOVERY ORGANIZATION": An entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - 1) A food bank as defined in Section 113783 of the Health and Safety Code;

- 2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and
 - 3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- M. "FOOD RECOVERY" means edible food collected and redistributed to feed people in need rather than going to the landfill for disposal, or as otherwise defined in 14 CCR Section 18982(a)(24).
- N. "FOOD RECOVERY SERVICE": An entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery.
- O. "FRANCHISE HAULER" means the hauler that is contracted with the city by a franchise agreement and has an exclusive agreement to collect solid waste, recyclables, organic/green waste, organic waste, electronic waste, and construction and demolition materials.
- P. "MULTI-FAMILY DWELLING(S)" means any residential structure used for housing, with five (5) or more units.
- Q. "ORGANIC FOOD WASTE" means solid, semisolid, and liquid food waste, such as fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, coffee grounds, and filter, and tea bags as defined by the authorized Franchise Hauler.
- R. "ORGANIC GREEN WASTE" means biodegradable/compostable such as branches, grass, floral trimmings, landscape & pruning waste, leaves, non-treated wood waste, shrubs, trees, and weeds as defined by the authorized Franchise Hauler.
- S. "ORGANIC WASTE" means food waste and green waste as defined by the Franchise Hauler.
- T. "ORGANIC WASTE GENERATOR" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48) of SB 1383.
- U. "RECYCLABLE" means any material that can be sorted, marketed, and reconstituted, for the purpose of using the altered form in the manufacture of a new product, as approved by the city and its authorized franchise hauler.
- V. "RECYCLE" or "RECYCLING" means source separation of: 1) recyclables, 2) organic green waste, and 3) organic food waste.

- W. "RECYCLING PROGRAM" means 1) pick-up by authorized Franchise Hauler, 2) self-haul directly to landfill or transfer station, 3) resale for profit to a third party, and 4) composting onsite.
- X. "RESIDENTIAL PREMISES" means any residential structure used for single-family housing or Multi-family dwelling with less than five (5) units.
- Y. "RESIDENTS" means those individuals residing within the current City Limits of the City of Dinuba.
- Z. "OWNER" means the holder(s) of the legal title to the real property.
- AA. "SB 1383" means the Short-Lived Climate Pollutants: Methane Emissions: Dairy and Livestock: Organic Waste: Landfills Act of 2016. Article 4 Title 14, Division 4, Chapter 12 of the California Code of Regulations.
- BB. "SELF-HAUL" means transport and disposal of solid waste, recyclable materials, organic green waste, or organic food waste at the landfill or transfer station by a member of the household where it was generated. For a business, "Self-haul" means transport and disposal by an individual listed on its payroll as an employee, but not as an agent.
- CC. "SOLID WASTE" means all materials of any kind that is *not* organic, organic/green, or recyclable as defined by the authorized Franchise Hauler
- DD. "SOURCE SEPARATION" means to divide refuse at the place of discard generation, prior to collection, into separate containers that are designated for recyclables, organic, organic/green waste, and solid waste/trash.
- EE. "SPECIAL EVENT" means a community, public, commercial, recreational or social event which may serve food or drink and which may require a permit from the City. Special event may include the temporary or periodic use of a public street, publicly owned site or facility, or Public Park. "FOOD RECOVERY" means edible food collected and redistributed to feed people in need rather than going to the landfill for disposal, or as otherwise defined in 14 CCR Section 18982(a)(24).
- DD. "TIER ONE (1)" COMMERCIAL EDIBLE FOOD GENERATOR" means a commercial edible food generator that is one of the following:
1. Supermarkets with gross annual sales of \$2,000,000 or more.
 2. Grocery store with a total facility size equal to or greater than 10,000 square feet.
 3. Food service provider.
 4. Wholesale food vendor.

SB 1383 Tier 1 commercial edible food generators are required to comply with SB 1383 regulations by January 1, 2022 or face significant financial penalties as prescribed in 14 CCR Section 18997.2, the City of Dinuba Municipal Code, or any other applicable enforcement provision of this chapter, as determined by the City Manager and/or his or her designee.

EE. "TIER TWO (2)" COMMERCIAL EDIBLE FOOD GENERATOR" means commercial edible food generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site food facility and 200 or more rooms.
3. Health facility with an on-site food facility and 100 or more beds.
4. Large venue.
5. Large event.
6. A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A local education agency facility with an on-site food facility.

SB 1383 Tier 2 Commercial edible food generators are required to comply with SB 1383 regulations by January 1, 2024 or face significant financial penalties as prescribed in 14 CCR Section 18997.2, the City of Dinuba Municipal Code, or any other applicable enforcement provision of this chapter, as determined by the City Manager and/or his or her designee.

FF. "TRASH" means material that is designated for landfill disposal and does not include either Recyclable or Compostable materials. The term "trash" does not include hazardous waste material.

7.21.030 General Provisions:

- A. Commencing January 1, 2019, all Businesses, Multi-family Dwellings, and Residents within City Limits shall adhere to state mandated laws and regulations outlined under AB 939 as well as all current and/or future amendments, i.e., AB 341, AB 1826, SB 1383, etc.
- B. Designated Recyclable materials shall be source separated prior to collection, removal, transportation or disposal.
- C. Business and Multi-family Owners must subscribe to City approved Recycling Programs of 1) pick-up by approved Franchise Hauler, 2) self-haul, 3) resale for profit, or 4) on-site composting.
 - a. Should an Owner subscribe to self-haul, resale for profit and/or on-site composting, they are required to provide quarterly/annual proof of recycling through scale tickets or arranged site visits with city personnel and/or designated representative for on-site composting.
- D. Businesses, Multi-family Dwellings, and Residents subscribing to approved Franchise Hauler will be provided bins or carts based on their recycling subscription.
- E. Businesses, Multi-family Dwellings, and Residents will recycle, by source separation, in to designated bins or carts.
 - a. Failure to comply with source separation can result in contamination fees and citations.

- F. Businesses, Multi-family Dwellings, and Residents may subscribe to additional Recycling services.
- G. Businesses that generate solid waste are required to subscribe to both a Recyclable and Organic Waste Recycling Program.
 - a. State law determines solid waste generation requirements.
- H. Multi-family Dwellings must subscribe to both Recyclable and Organic Waste Recycling Programs.
- I. Residential customers will be provided both Recyclable and Organic Waste Recycling carts as part of their City provided Utility service and be required to source separate materials as defined by the Franchise Hauler.
- J. Food waste bins shall be locked with master key held by Franchise Hauler and duplicate provided to business.

7.21.040 Unlawful Acts:

- A. It is unlawful for any Business, Multifamily Dwelling, or Resident to fail to comply with any provision or requirement set forth in this chapter/division, which is applicable to such Business, Multifamily Dwelling, or Resident.

7.21.050 Multi-family Recycling:

- A. Owners of Multi-family Dwellings are responsible for providing tenants with required recycling receptacles and subscribing to mandated/required Recycling Programs.
- B. The multi-family Dwellings Recycling Programs which available are: 1) Recyclables and 2) Organic waste.
- C. Owners or managers of Multi-family Dwellings are responsible for ensuring their tenants compliance in all Recycling Programs.
- D. Owners of Multi-family Dwellings shall provide a location for placement of communal recycling containers that are convenient for tenants and approved by the Director of Public Works and/or their designated representative.
- E. Owners and/or property managers shall provide tenants documented instructions about their subscribed Recycling Programs and the requirement to source separate.
- F. All Multi-family Dwelling properties shall ensure carts are stored at their approved location at all times other than service day (Ord. 91-2 (part), 1991: Ord. 486 § 7, 1971).

7.21.060 Commercial Business Recycling:

- A. Commercial Businesses are required to subscribe to approved Recycling Programs. Regulated Businesses must start service no later than June 1, 2022. If service has not been initiated by that date the City's franchise hauler will automatically enroll customers during the weeks of June 1, 2022 – July 1, 2022.
- B. Commercial Recycling Programs available are: 1) Recyclables, 2) Food Waste and 3) Organic Green waste.

1. Recycling Program subscriptions are based on guidelines set by the State of California. The Franchise Hauler will work with the Commercial Business to assess which Recycling Program the Business is required to participate in based on their current solid waste service and State guidelines.
 - a. Businesses generating four (4) cubic yards or more of solid waste weekly must enroll in the Mandatory Commercial Recycling (MCR) program.
 - b. Businesses generating two (2) cubic yards or more of solid waste weekly must enroll in the Mandatory Commercial Organic Recycling (MOR) program.
 - c. If a Business generates less than 20 gallons of food waste weekly they do not need to source separate food waste. However, to be SB 1383 compliant, Businesses will be required to recycle organic waste such as paper, cardboard, etc.
- C. Business owners are responsible for ensuring their employees compliance in all Recycling Programs.
- D. Owners and/or Businesses shall provide a location for placement of recycling container(s) approved by the Director of Public Works and/or their designated representative.
- E. Businesses shall provide all employees documented instructions about their subscribed Recycling Programs and the requirement to source separate.

7.21.070 Residential Recycling:

- A. Owners of Residential dwellings subscribe to approved Recycling Programs through their City provided Utility services.
- B. Residential Recycling Programs available are: 1) Recyclables, 2) Organic Waste.
- C. Owners and/or property managers of residential dwellings shall provide tenants documented instructions about their subscribed Recycling Program and the requirement to source separate.
- D. All Residential properties that utilize ninety-six (96) gallon blue recycling and green waste carts for curbside service shall ensure carts are stored at their approved location at all times other than service day (Ord. 91-2 (part), 1991: Ord. 486 § 7, 1971).

7.21.080 Special event recycling:

- A. Special Event Recycling will be determined as part of the application approval process by the Department of Public Works.
- B. Coordinators of Special Events may be required to temporarily subscribe to a Recycling Program. Subscription should cover: 1) Setup, 2) Event, and 3) Teardown.
- C. Recycling Programs available are: 1) Recyclables and 2) Organic Food waste.
 - a. The required subscription is based on what is offered at event, i.e., if there is no

foodbeing offered, then subscription to the Organic Food Waste Recycling Program is not required.

- D. Coordinators of Special Events must have enough receptacles to cover the venue adequately.

7.21.090 Construction & demolition recycling.

- A. All Construction & Demolition projects shall adhere to Chapter 14.64 Construction & Demolition Debris Recycling & Reuse Ordinance.

7.21.100 Organic waste generators.

SB 1383 requirements that apply to organic waste generators include, but are not necessarily limited to the following:

- A. All residential premises shall be automatically enrolled in the City's three-container collection services for garbage, recyclable materials, and organic waste including food waste.
- B. All commercial premises (including all multifamily residential complexes with five (5) or more units) must make arrangements for the diversion of recyclable materials and organic waste, either through a collection service with a solid waste franchised hauler, or by self-hauling to a permitted facility meeting the requirements specified in 14 CCR Section 18984.3. The City shall have the right to review the number and size of a generator's containers and frequency of collection, to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and commercial premises shall adjust their service level for their collection services as required by the City. Regulated Businesses must start service no later than June 1, 2022. If service has not been initiated by that date the City's franchise hauler will automatically enroll customers during the weeks of June 1, 2022 – July 1, 2022.
- C. Generator shall place organic waste, including food waste, in the designated organic waste container; recyclable materials in the designated recycling container; and garbage in the designated garbage container. Failure to do so may result in the City's determination that the Resident's or Business's container is contaminated (See DMC 7.21.160 Contaminated Containers).
- D. Generators shall not place materials designated for the garbage container into the organic waste container or recycling container.
- E. Each commercial premise and multifamily residential complex property owner shall be responsible for ensuring and demonstrating its compliance with the following requirements:
 - 1. Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with requirements described below) for employees, contractors, tenants, and customers, consistent with the City's collection service or, if self-hauling in compliance with self-hauling requirements in Section B.c. herein.

2. Excluding multi family residential complexes, provide containers for the collection of organic waste and recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If commercial premises does not generate any of the materials that would-be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
- a. A body or lid that conforms with the container colors provided through the collection service provided by the City's franchised hauler, with either lids conforming to the color requirements or bodies conforming to the color requirements, or both lids and bodies conforming to color requirements. A commercial premises is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
 - c. Multi family residential complexes are not required to comply with container placement requirements or labeling requirements in this Section pursuant to 14 CCR Section 18984.9(b).
3. Annually provide information to employees, contractors, tenants, and customers about organic waste recovery requirements and about proper sorting of source separated organic waste and source separated recyclable materials.
4. Provide education information before or within fourteen (14) days of occupation of the premises by new tenants that describes requirements to keep source separated organic waste and source separated recyclable materials separate from garbage and the location of containers and the rules governing their use at each property.
5. Provide or arrange access for the City or its representative to their properties during all inspections conducted in accordance with SB1383 to confirm compliance with the requirements of this Chapter.
6. Commercial premises, but not multifamily residential complexes, are also required to:
- a. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's collection service.
 - b. Periodically inspect organic waste, recycling, and garbage containers for contamination and inform employees if containers are contaminated and of the

requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

7. Nothing in this Chapter prohibits a generator from preventing or reducing waste generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

7.21.110 Other entities.

SB 1383 requirements that apply to other entities include, but are not necessarily limited to the following:

A. Commercial edible food generators

1. Tier one commercial edible food generators shall comply with the requirements of 14 CCR Section 18991 commencing January 1, 2022. Tier two commercial edible food generators shall comply with the requirements 14 CCR Section 18991.3 commencing January 1, 2024.
2. A large venue or large event operator that does not provide food services, but allows for food to be provided, shall require food facilities operating at the large venue or large event to comply with the requirements of 14 CCR Section 18991.3.
3. Commercial edible food generators shall comply with the following requirements:
 - a. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
 - b. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
 - c. Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
 - d. Shall keep records as specified in 14 CCR Section 18991.4.
 - e. Shall provide to the City a copy of any of the information they are required to track per Section 18991.4 within 30 days of request by the City.

7.21.120 Self-Hauler requirements.

- A. Any party wishing to self-haul material must apply for and receive written approval from the City.
- B. Self-haulers shall source separate all recyclable materials and organic waste generated on-site from solid waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul organic waste to a high diversion organic waste processing facility as specified in 14 CCR Section 18984.3.
- C. Self-haulers shall haul their source separated recyclable materials to a facility that recovers those materials; and haul their source separated green container organic waste to a solid waste facility, operation, activity, or property that processes or recovers source separated organic

waste. Alternatively, self-haulers may haul organic waste to a high diversion organic waste processing facility.

1. Self-haulers that are commercial customers (including multifamily residential complexes) shall keep a record of the amount of organic waste delivered to each solid waste facility, operation, activity, or property that processes or recovers organic waste; this record shall be subject to inspection by the City. The records shall include the following information:

- (a) Delivery receipts and weight tickets from the entity accepting the waste.
- (b) The amount of material in cubic yards or tons transported by the generator to each entity.
- (c) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the organic waste.

7.21.130 Food Recovery:

A. Commercial edible food generators shall recover the maximum amount of edible food for distribution to food recovery organizations that accept edible food. A large venue or event operator that does not provide food services, but allows food to be provided shall arrange for edible food to be collected and distributed to food recovery organizations that accept edible food.

B. Any edible food generator that intentionally spoils edible food capable of recovery will be subject to citation and fees.

7.21.140 Food recovery organizations and services.

Food recovery organizations and services shall maintain records as specified in 14 CCR Section 18991.5, and shall provide a copy of those records to the City within 30 days of request by the City.

7.21.150 Waivers for generators.

City may waive a commercial customer's obligation (including a multifamily residential complex) to comply with some or all of the organic waste requirements of SB 1383 if the commercial customer provides documentation as described below, and the City finds that documentation supports the granting of a waiver. Waivers shall apply for up to, but no longer than five (5) years, as determined by the Director and/or his or her designee.

- A. Commercial customers requesting a de minimis waiver shall submit an application specifying the services that they are requesting a waiver from and provide documentation that either:
 - 1. The commercial customer's total solid waste collection service is two cubic yards or more per week and organic waste subject to collection in a blue container or green container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - 2. The commercial customer's total solid waste collection service is less than two cubic yards per week and organic waste subject to collection in a blue container or green

container comprises less than 10 gallons per week per applicable container of the business' total waste; or

3. Notify City if circumstances change such that commercial customer's organic waste exceeds threshold required for waiver, in which case waiver will be rescinded.
- B. Commercial customers or property owners may request a physical space waiver through the following process:
1. Submit an application specifying the services that they are requesting a waiver from.
 2. Provide documentation that the premise lacks adequate space for blue containers and/or green containers including documentation from its hauler, licensed architect, or licensed engineer.

7.21.160 Contaminated Containers.

- A. Blue Recycling containers for Recyclable material containing any unrecyclable material, as determined by the Franchise Hauler, may be subject to receiving a citation for contamination and subject to fees.
- B. Green Recycling containers for Organic Food and Organic Green Waste containing any unrecyclable material, as determined by the Franchise Hauler, may be subject to receiving a citation of contamination and subject to fees.
- C. Black/Grey Trash containers for Trash containing recyclables and/or organic waste, as determined by the Franchise Hauler, may be subject to receiving a citation of contamination and subject to fees.
- D. Recycling bins and carts may be subject to contamination citations and fees.
- E. Trash bins and carts may be subject to contamination citations and fees.
- F. Contamination of Blue or Green Recycling and Trash containers will be determined by the Franchise Hauler at time of service and documented with pictures.
- G. When a Black/Grey Trash, Blue Recyclable, and/or Green Organic Waste container has been deemed contaminated:
 1. Franchise Hauler will not dump container on first and second consecutive occurrences to allow customer until next service day to correct.
 2. Customer will be issued a citation advising of contamination and fees for additional contaminations.
 3. Franchise Hauler will document, with pictures, contaminated container for all occurrences.
 4. Franchise Hauler will dump container on third consecutive occurrence and apply contamination fee.
 5. Occurrence and citation will be retained on customer's account.
- H. When an Organic Waste container has been deemed contaminated:
 1. Franchise Hauler will dump contaminated container on the scheduled service day or no later than the next business day, subject to Franchise Hauler discretion.

2. For the first occurrence within a 90 day period, customer will be issued a citation advising of contamination and fees for additional contaminations.
3. Multiple occurrences within a 90 day period will be subject to citation and additional fees.

7.21.170 Inspections and investigations by City.

- A. The City's representatives, its designated entity, and/or designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source separated materials to confirm compliance with this ordinance by organic waste generators, commercial premises (including multifamily residential complexes), property owners, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This section does not allow the City to enter the interior of a private residential property for inspection.
- B. A regulated entity shall provide or arrange for access to their properties during all inspections and shall cooperate with the City's employee or its designated entity/designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, edible food recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for access to an entity's premises or access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- C. Any records obtained by the City during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

7.21.180 Citations and fees.

- A. Failure of Commercial Businesses, Multi-family Dwellings, and Residential customer to subscribe in approved Recycling Programs, as mandated by the state, will result in citations and associated fees (Ord. 91-2 (part), 1991: Ord. 486 § 12, 1971).
- B. Commercial Businesses and Multi-family Dwellings contaminated containers will result in City issued citations and associated fees billed by the Franchise Hauler.
- C. Residential contaminated containers will result in citations and associated fees (Ord. 91-2(part), 1991: Ord. 486 § 2, 1971).

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 AND EFFECTIVE DATE

The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. 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 in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

This Ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

The foregoing Ordinance No. 2022-02 was introduced at a regular meeting of the City Council of the City of Dinuba on the 8th day of March 2022 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Linda Launer, Mayor of the City of Dinuba

ATTEST:

Maria Alaniz, Interim City Clerk