



Tuesday, February 22, 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. 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.

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register February 11 & 18, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

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.

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.

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.

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: ENGINEER/PLANNING

February 22, 2022

To: Mayor and City Council

From: Derek Lapsley, City Engineer

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.

EXECUTIVE SUMMARY

The subdivision improvements for Ridge Creek Ranch Phases 3 and 4 have been completed in accordance with the requirements of the subdivision agreement and as specifically set forth in the plans and specifications approved by the City. The filing of a Notice of Completion will allow the performance securities provided by the developer to be released thirty-five (35) days after recordation.

OUTSTANDING ISSUES

None.

DISCUSSION

Ridge Creek Ranch Phases 3 and 4 consists of 57 residential lots located between Ridge Creek Dinuba Golf Course and Kamm Ave. (Ave. 408). Ridge Creek Ranch Phases 1 through 4 resulted in a combined total of 170 lots.

The final inspections of the project were performed by the Public Works Inspector on January 5, 2022 and confirmed that the work was completed consistent with the approved plans and specifications. The required one year maintenance bond has been provided by the developer pursuant to the executed subdivision agreement. Staff recommendeds that the City Council accept the improvements as complete and authorize the City Engineer to file the Notice of Completion, attached to this report as Attachment 'A', with the Tulare County Recorder's Office. The performance securities on this tract will be released thirty five (35) days after the recordation of the Notice of

Completion.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment 'A' - Notice of Completion

RECORDING REQUESTED
AND RETURN TO:

CITY OF DINUBA
PUBLIC WORKS DEPARTMENT
405 E. EL MONTE WAY
DINUBA, CA 93618

No Fee per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HERE BY GIVEN:

1. That the City of Dinuba, a Municipal Corporation, whose address is 405 E. El Monte Way, Dinuba, California, is the owner of the real property, public works or structure hereinafter described.
2. That on the 5th of January 2022, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.
3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is Woodside 06N, LP a California Limited Partnership.
4. That the real property or public works or structure is described as follows:

City of Dinuba

Those public improvements located within and adjacent to Ridge Creek Ranch Subdivision, Phases 3 and 4, as per map thereof recorded in Volume 44 of Maps, at page 47, Tulare County Records.

The project consisted of the installation/construction of domestic water, sanitary sewer, storm drain, curb and gutter, sidewalks, street construction (including signage and markings), landscape and irrigation, and street lighting.

5. That the Nature of the owner's interest or estate is: In Fee

Dated: _____, 2022

CITY OF DINUBA
A Municipal Corporation

By _____
Derek Lapsley, PE Dinuba City Engineer

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

STATE OF CALIFORNIA)
)
COUNTY OF TULARE) SS

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2022, by
Derek Lapsley, City Engineer of the City of Dinuba, a Municipal Corporation, proved to me on
the basis of satisfactory evidence to be the person who appeared before me.

Notary Public in and for the County of Tulare,
State of California



City Council Staff Report

Department: PARKS AND COMMUNITY
SERVICES

February 22, 2022

To: Mayor and City Council
From: Stephanie Hurtado, Parks and Community Services Director
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.

EXECUTIVE SUMMARY

Unity Crew is requesting to hosting the annual Blessing of the Bikes and Cars event at Rose Ann Vuich Park May 14th, 2022. The event is open to the public.

OUTSTANDING ISSUES

None

DISCUSSION

The Blessing of the Bikes and Cars is an annual event. This year's event will be hosted by Unity Crew, a local street ministry group of motorcycle and car enthusiasts from Christian Worship Center. They are requesting to host this years event May 14th, 2022 at Rose Ann Vuich Park. There will be food vendors, merchandise, music and the blessing ceremony.

The event is an annual tradition in which the riders of motorcycles, bicycles and cars are blessed by a prayer group in the hopes that it will bring safety for the up coming season. The event is non-denominational, focusing more on the riders safety than religion. However the services does include prayer and reading of biblical passages. A memorial service is held to acknowledge riders who have passed in the previous year. Riders come from all areas and states to partake in this event.

The estimated attendance for this event is 250 participants. Christian Worship Center is requesting to use the Bandshell from 9:00AM to 3:00PM. They are prepared to

purchase liability insurance, reserve portable potties, and pay for electricity, staff supervision and security.

FISCAL IMPACT

The full day park rental waiver is \$206.

PUBLIC HEARING



City Council Staff Report

Department: POLICE SERVICES

February 22, 2022

To: Mayor and City Council

From: Devon Popovich, Chief of Police

By: Luz Torres, Administrative Assistant

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.

EXECUTIVE SUMMARY

The City of Dinuba Police Department has been awarded a Homeland Security Grant from the State Homeland Security Grant Programs (SHSGP) totaling \$17,139 to purchase equipment. This grant is initially allocated to the California Governor's Office of Emergency Services (Cal OES). Cal OES then distributes the funds to counties based upon a population formula. The County of Tulare receives and administers the allocation, by sub-granting awards to submitted and approved projects. The Dinuba Police Department wishes to use the grant to purchase (3) Motorola APX 8000 Portable Radios.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba was included in the County's initial application as a subrecipient to receive (3) Motorola APX 8000 Portable Radios to be used to replace obsolete radios. As a condition of receiving the equipment, the City of Dinuba must approve and authorize Council to sign the Subaward Agreement with the County of Tulare for

the FY 2020 State Homeland Security Grant Programs. A copy of this agreement is enclosed herein as Attachment 'A', along with Resolution #2022-11 as Attachment 'B'.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment A - County of Tulare & City of Dinuba - FY2020 Homeland Security Grant Program
Attachment B - Resolution #2022-11

**Subaward Agreement Regarding FY 2020 State Homeland Security Grant Programs
Funding for Equipment, Planning, Administration, Training and Exercises**

THIS AGREEMENT is entered into by and between the County of Tulare ("COUNTY") and City of Dinuba ("SUBRECIPIENT"), referred to individually herein as "Party" or collectively as "Parties," on the following terms and conditions:

WHEREAS, the Fiscal Year 2020 ("FY 2020") California State Homeland Security Grant Program ("SHSGP") provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

WHEREAS, COUNTY applied to the California Governor's Office of Emergency Services ("CalOES") for a FY 2020 SHSGP grant;

WHEREAS, as part of its grant application, COUNTY requested sufficient funds to support certain activity(ies) or program(s) planned by SUBRECIPIENT that may be eligible for SHSGP grant funds;

WHEREAS, COUNTY was awarded FY 2020 SHSGP grant funding; and COUNTY, upon recommendation of the local Approval Authority designated in the SHSGP Guidelines, determined to allocate some of this funding to support SUBRECIPIENT'S eligible program(s) or activity(ies).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, COUNTY and SUBRECIPIENT hereby agree as follows:

1. GRANT SUBAWARD. Subject to the terms, conditions, and other limitations specified herein, COUNTY intends to subaward to SUBRECIPIENT a portion of its FY 2020 SHSGP Grant for the following program and/or activity:

Department/Agency: Dinuba Police Department

Program/Activity: (3) Motorola APX 8000 Portable Radios

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter(s) from COUNTY ("Award Letter(s)") in accordance with this Agreement. **SUBRECIPIENT agrees not to expend any anticipated FY 2020 SHSGP grant funds until after it has received [an] Award Letter(s) authorizing the specific activity or program, and confirming the award amount.** Award Letter(s) may include attachments, which are considered to be integral parts of the Award Letter(s). Unless SUBRECIPIENT notifies COUNTY before it begins spending the funds authorized in a FY 20120 SHSGP Award Letter that it declines some or all of the program, activity, and/or funds outlined in the Award Letter, SUBRECIPIENT will be deemed to have accepted all of the terms and conditions specified in the Award Letter(s), including any applicable attachments.

COUNTY reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to SUBRECIPIENT. Furthermore, and in addition to all other rights provided to COUNTY under this Agreement or the law, COUNTY reserves the right to, issue revised Award Letter(s) to modify

SUBRECIPIENT's authorized program, activity, award amounts, and/or performance periods, in accordance with the recommendations of the Local Approval Authority, the changing needs of SUBRECIPIENT and/or the likelihood of SUBRECIPIENT expending its subaward; however, such modifications will only be made after consultation with SUBRECIPIENT, and in accordance with the recommendations of the Local Approval Authority.

2. PERFORMANCE PERIOD. SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall commence on October 1, 2012. Unless COUNTY specifies otherwise in SUBRECIPIENT's Award Letter(s), SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall continue until whichever of the following dates or events occurs first: (i) April 30, 2022, or (ii) until otherwise terminated under the provisions of this Agreement. Only activities performed during the County-specified FY 2020 SHSGP Performance Period are eligible for funding/reimbursement pursuant to this Agreement.

3. GRANT REQUIREMENTS AND ASSURANCES. The SUBRECIPIENT hereby agrees to review, adhere to, and comply with all COUNTY, state, and federal grant award requirements. SUBRECIPIENT acknowledges that COUNTY was required to accept and agree to the "**CalOES Standard Assurances**" (attached as **Exhibit A**, and incorporated by reference herein), and that COUNTY may be required to impose some or all of these assurances on all of its subrecipients, at all levels. Accordingly, SUBRECIPIENT specifically accepts, agrees to, and will abide by the CalOES Standard Assurances, with the understanding that everywhere it references "Applicant" or "subrecipient" in Exhibit A shall be read to refer to SUBRECIPIENT. The CalOES Standard Assurances shall be binding on the SUBRECIPIENT, as well as its successors, transferees, contractors, consultants, etc. SUBRECIPIENT acknowledges that failure to comply with any of the assurances may result in suspension, termination, or reduction of grant funds.

Some of the requirements that SUBRECIPIENT hereby agrees to comply with appear in the following documents:

- (a) Applicable Federal Regulations, including: (i) Title 2, Part 200 of the Code of Federal Regulations (CFR) (which contains, among other items, Government cost principles, uniform administrative requirements and audit requirements for Federal grant programs), and (ii) updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>;
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

By signing this Agreement, SUBRECIPIENT specifically makes the applicable certifications in Exhibit A, including the Lobbying and Political Activities and Debarment and Suspension Certifications (Paragraphs 3 and 4 of Exhibit A, respectively), as evidenced by the signature of SUBRECIPIENT's authorized agent.

4. FEDERALLY-FUNDED SERVICES. Because this grant subaward involves the provision of federal funds to SUBRECIPIENT, the terms and conditions outlined and incorporated in **Exhibit B, "Federally-Funded Services,"** will apply to this Agreement, and are incorporated herein by reference.

5. DISPOSAL OR DISPOSITION OF PROPERTY. SUBRECIPIENT acknowledges that pursuant to 2 CFR section 200.316, any real property, equipment, and intangible property that are acquired or improved with any SHSGP award must be held in trust by SUBRECIPIENT as trustee for the beneficiaries of the project

or program under which the property was acquired or improved. SUBRECIPIENT may be required by COUNTY, CalOES, or the federal government to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with the SHSGP award and that use and disposition conditions apply to the property.

Furthermore, SUBRECIPIENT agrees that when the equipment or supplies acquired with funds from this subaward are no longer needed for the original activity or program, or for other SUBRECIPIENT activities supported by the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), SUBRECIPIENT must notify COUNTY to request instructions on proper disposition of the equipment or supplies. SUBRECIPIENT is not permitted to sell, assign, or otherwise transfer title to (or any other interest in) equipment or supplies purchased with SHSGP funds except as permitted by 2 CFR Part 200. Furthermore, SUBRECIPIENT must obtain the express written permission of COUNTY for disposition of property that may have a current per unit fair market value of \$5,000 or more. Though not exclusive or exhaustive, additional information regarding disposition of property acquired with SHSGP funds can be found at 2 CFR Part 200, sections 200.313 through 200.316.

6. SUBAWARDS AND CONTRACTS. With the understanding that not all provisions may be applicable to subawardees, SUBRECIPIENT agrees to include all of the commitments specified in Exhibit A, and any other commitments or requirements included in this Agreement that expressly so designate, in the award documents it issues for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. SUBRECIPIENT further agrees that it will include the commitments in Exhibit A in all contracts paid for in full or part with FY 2020 SHSGP funds.

7. DESIGNATED COUNTY AUTHORIZED AGENT. Only those individuals designated by resolution of the Tulare County Board of Supervisors as Authorized Agents for FY 2020 SHSGP (“COUNTY Authorized Agents”) are authorized to sign FY 2020 SHSGP Award Letters on behalf of COUNTY, or to suspend performance in accordance with Paragraph 16(d), below. All other notices from COUNTY may come from other COUNTY personnel.

8. PROOF OF SUBRECIPIENT AUTHORITY. Before this Agreement will be approved by COUNTY, SUBRECIPIENT must provide to COUNTY written authorization (in the form of a resolution, or some other format specifically authorized by COUNTY) from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) SUBRECIPIENT is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost, if any_ to ensure proper planning, management, and completion of the project described in this application; and
- (e) Official executing this Agreement is authorized by the SUBRECIPIENT.

9. DISALLOWANCE AND OFFSET. If, pursuant to this Agreement, SUBRECIPIENT requests or

receives payment from COUNTY for programs, activities, or equipment, the reimbursement for which is later disallowed by the State of California or the United States Government, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, and to the fullest extent permitted by law, COUNTY may offset the amount disallowed from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT or COUNTY.

Furthermore, if any of COUNTY's FY 20120 SHSGP grant funding is reduced, modified, or eliminated for any reason, COUNTY reserves the right to reduce, modify, or eliminate any or all of this FY 2020 SHSGP grant subaward to SUBRECIPIENT. SUBRECIPIENT agrees to promptly return any amounts requested by COUNTY in accordance with this provision. At its option, COUNTY may offset the amount to be returned by SUBRECIPIENT from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT and COUNTY.

10. MONITORING AND REPORTS. SUBRECIPIENT is responsible for oversight of the operations of the FY 2020 SHSGP supported activities. SUBRECIPIENT must monitor its activities to ensure compliance with applicable Federal requirements and achievement of specific performance expectations. SUBRECIPIENT's monitoring must cover each program, function or activity supported by FY 2020 SHSGP funding.

SUBRECIPIENT agrees to provide ongoing performance and financial reports regarding any and all of SUBRECIPIENT's programs and activities funded with FY 2020 SHSGP funding. At a minimum, these reports will be due on an annual basis, but COUNTY reserves the right to request more frequent reporting. Within 90 days of completion or termination of FY 2020 SHSGP funded subawards, SUBRECIPIENT is also expected to provide a final performance report and a final expenditure report in a format acceptable to COUNTY, State and the Federal government. SUBRECIPIENT will be notified of any additional required reports by separate Award Letter(s) or notice(s) from COUNTY.

11. MANDATORY DISCLOSURES. Pursuant to 2 CFR section 200.113, SUBRECIPIENT must disclose, in a timely manner, and in writing to COUNTY and ultimately to the federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 ("Award Term and Condition for Recipient Integrity and Performance Matters"), SUBRECIPIENT may also be also required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, "Remedies for noncompliance," including suspension or debarment.

12. SUBMITTING FALSE CLAIMS. Under applicable federal and state law, if SUBRECIPIENT submits a false claim to COUNTY under this Agreement, then SUBRECIPIENT will be liable to COUNTY for the statutory penalties set forth in those statutes, including, but not limited to statutory fines, treble damages, costs, and attorneys' fees. SUBRECIPIENT will be deemed to have submitted a false claim to COUNTY if SUBRECIPIENT:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY, State, or the Federal Government by getting a false claim allowed or paid by COUNTY

- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY; or
- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

13. INSURANCE. SUBRECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUBRECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUBRECIPIENT agrees that coverage limits specified within the Agreement will not be used to reduce limits of coverage from SUBRECIPIENT'S full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

14. LIABILITY OF COUNTY. COUNTY's payment obligations to SUBRECIPIENT for FY 2020 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

15. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.

(a) To the fullest extent permitted by law, SUBRECIPIENT must indemnify, defend (at SUBRECIPIENT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect, and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of SUBRECIPIENT with respect to any activities and/or programs performed, training provided, or items purchased or used under or in relation to this Agreement (including, without limitation, the acts, errors, and/or omissions of SUBRECIPIENT, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). SUBRECIPIENT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from SUBRECIPIENT'S duty to indemnify. SUBRECIPIENT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to SUBRECIPIENT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to

SUBRECIPIENT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to defense or indemnification under this Agreement. An allegation or determination that persons other than SUBRECIPIENT are responsible for the Claim does not relieve SUBRECIPIENT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SUBRECIPIENT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. SUBRECIPIENT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. SUBRECIPIENT'S liability for indemnification under this Agreement is in addition to any liability SUBRECIPIENT may have to COUNTY for a breach by SUBRECIPIENT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit SUBRECIPIENT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) SUBRECIPIENT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

16. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss resulting from termination of this Agreement. After receiving a notice of termination for convenience from SUBRECIPIENT, and prior to the effective date of termination, COUNTY may, in its sole discretion, continue to disburse grant funding to SUBRECIPIENT for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, COUNTY specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems infeasible for SUBRECIPIENT to complete its work before the termination of the contract. Any funding disbursed to SUBRECIPIENT but not yet spent at the time the Agreement is terminated must be returned to COUNTY. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

COUNTY will not impose sanctions on SUBRECIPIENT for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would

substantively impair the ability of the judgment debtor to perform under this Agreement.

COUNTY also reserves the right to immediately suspend and/or to terminate this Agreement, for cause, upon discovery of a material breach by SUBRECIPIENT. A material breach includes, but is not limited to, (i) SUBRECIPIENT's failure to comply with the terms and conditions of this Agreement or of any Award Letter(s) issued by COUNTY; (ii) a material misrepresentation by SUBRECIPIENT to COUNTY in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. COUNTY will provide written notice of the material breach and its determination to either suspend or terminate the contract, specifying the date of termination. At COUNTY's sole discretion, COUNTY may provide SUBRECIPIENT with a reasonable period of time to cure the breach. If COUNTY terminates this Agreement for cause, COUNTY reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to SUBRECIPIENT. Upon demand by COUNTY, SUBRECIPIENT agrees to immediately return FY 2020 SHSGP funding that has been disbursed to SUBRECIPIENT and which remains in SUBRECIPIENT's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by SUBRECIPIENT under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on COUNTY's confirmation of SUBRECIPIENT's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, COUNTY may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for SUBRECIPIENT's failure to comply with applicable federal statutes or regulations, including those specifically incorporated into this Agreement by reference, SUBRECIPIENT is advised that the COUNTY's termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate any of SUBRECIPIENT's obligations to indemnify, defend, or hold harmless; to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing applicable obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where SUBRECIPIENT's activities or programs have been terminated by the COUNTY for cause, said termination will not affect any rights of the COUNTY to recover damages from or against SUBRECIPIENT.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, COUNTY Authorized Agents may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to health, safety or financial emergency, a change in SHSGP grant funding to COUNTY, or a failure or refusal by SUBRECIPIENT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

17. RECORDS. SUBRECIPIENT shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 20120 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition, SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees,

subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the COUNTY or the federal or state government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

SUBRECIPIENT further agrees to make all such records available to federal, state, and COUNTY government representatives, as further specified in Exhibit A, Paragraph 9 and Exhibit B, Paragraph 10. SUBRECIPIENT shall ensure that members of the public also have access to such records upon request, in accordance with the Freedom of Information Act and the California Public Records Act. SUBRECIPIENT specifically agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. SUBRECIPIENT may be ineligible for award of any future grants if COUNTY or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

18. NOTICES. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Andrew Lockman
Emergency Services Manager
Tulare County HHS/Office of Emergency
Services
5957 S Mooney Blvd
Visalia, CA 93277
Phone No.: (559) 624-7498
Fax No.: (559) 624-7499

With a Copy To:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrell Ave.
Visalia, CA 93291

Phone No.: (559) 636-5005

Fax No.: (559) 733-6318

SUBRECIPIENT:

Devon Popovich
Police Chief
680 S. Alta Avenue
Dinuba, CA 93618
Phone No.: (559) 591-5911
Fax No.: (559) 591-5920

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

19. CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting

provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the grant money may need to be returned to COUNTY. Such a termination will be treated as a termination for cause, in accordance with Paragraph 16 above. In all other cases, the remainder of the Agreement shall continue in full force and effect.

20. MODIFICATION. No part of this Agreement may be modified without the written consent of both Parties.

21. EXHIBITS AND RECITALS. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. GOVERNING LAW. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Tulare County, California.

23. FURTHER ASSURANCES. Each Party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

24. NO THIRD PARTY BENEFICIARIES. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

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

26. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

27. ORDER OF PRECEDENCE. In the event of any conflict or inconsistency between or among the body of the Agreement and any Award Letter or other communication between COUNTY and SUBRECIPIENT, then the terms and conditions of the body of this Agreement shall prevail.

28. ASSIGNMENT. This Agreement is entered into by COUNTY in reliance on the identity and representations made by SUBRECIPIENT, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by SUBRECIPIENT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. Any FY 2020 SHSGP funds provided to SUBRECIPIENT and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to COUNTY at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

29. COMPLIANCE WITH LAWS. SUBRECIPIENT shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

30. CONFLICT OF INTEREST

(a) SUBRECIPIENT agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including SUBRECIPIENT, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on SUBRECIPIENT or any business firm in which SUBRECIPIENT has an interest, with certain narrow exceptions.

(b) SUBRECIPIENT agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

31. COUNTERPARTS. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

32. CERTIFICATION AND ACKNOWLEDGEMENT: The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the SUBRECIPIENT. As the duly authorized representative of the SUBRECIPIENT, the undersigned hereby certifies that the SUBRECIPIENT has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the FY 2019 SHSGP application, within the prescribed timelines.

The undersigned further acknowledges that the SUBRECIPIENT is responsible for reviewing and adhering to all COUNTY, state, and federal grant award requirements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year signed by the last Party below.

CITY OF DINUBA

By: _____
Mayor

Date: _____

ATTEST:

By: _____

Approved as to form:

By: _____

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST: JASON T. BRITT
County Administrative Officer/
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form: County Counsel

By: _____
Deputy, Matter No. 20191550.

EXHIBIT A



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

EXHIBIT A

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

EXHIBIT A

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

EXHIBIT A

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

EXHIBIT A

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

EXHIBIT A

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

EXHIBIT A

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

EXHIBIT A

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

EXHIBIT A

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

EXHIBIT A

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

EXHIBIT A

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT B

Federally-Funded Services

(Pursuant to Appendix II, 2 CFR Part 200)

(1) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, then during the performance of this Agreement, the SUBRECIPIENT agrees as follows: (1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.(2) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.(3) The SUBRECIPIENT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SUBRECIPIENT'S legal duty to furnish information.(4) The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SUBRECIPIENT'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.(5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.(6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.(7) In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.(8) The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction

EXHIBIT B

by the COUNTY, then the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The SUBRECIPIENT and each of its subcontractors shall include this equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). If this Agreement involves payment for construction services in excess of \$2,000, then the SUBRECIPIENT must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the SUBRECIPIENT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the SUBRECIPIENT is required to pay wages not less than once a week. The COUNTY must provide SUBRECIPIENT with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The SUBRECIPIENT’S execution of the subject Agreement constitutes the SUBRECIPIENT’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). SUBRECIPIENT must comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the SUBRECIPIENT and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). If this Agreement

EXHIBIT B

involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the SUBRECIPIENT must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the SUBRECIPIENT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Rights to Inventions Made Under a Contract or Agreement. If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. If this Agreement involves payments for services in excess of \$150,000, then the SUBRECIPIENT must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689). By execution of this Agreement, SUBRECIPIENT certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the SUBRECIPIENT certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The SUBRECIPIENT must also disclose to the COUNTY in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials. Pursuant to 2 CFR § 200.322, COUNTY and SUBRECIPIENT must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that

EXHIBIT B

contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access. Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(a) Retention requirements for records. SUBRECIPIENT must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the SUBRECIPIENT is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the SUBRECIPIENT.

(v) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the SUBRECIPIENT'S fiscal year in which the program income is earned.

(vi) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

2. *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(b) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the SUBRECIPIENT should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the SUBRECIPIENT upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an

EXHIBIT B

original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(c) Access to records.

(i) Records of SUBRECIPIENT. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the State of California, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents.

(ii) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the SUBRECIPIENT and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(iii) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon SUBRECIPIENT.

RESOLUTION NO 2022-11

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA
AUTHORIZING THE POLICE DEPARTMENT TO USE FY 2020 STATE HOMELAND
SECURITY GRANT SUBAWARD FUNDING FOR THE ACQUISITION OF
(3) MOTOROLA APX 8000 PORTABLE RADIOS**

WHEREAS, the County of Tulare applied to the California Governor's Office of Emergency Services (CALOES) for the FY 2020 SHSGP grant,

WHEREAS, as a sub-recipient of the subaward #2020-0095 grant, the City of Dinuba was awarded \$17,139 from State funds through the FY 2020 California State Homeland Security Grant Program ("SHSGP") through Federal grants from the Department of Homeland Security; and,

WHEREAS, the monies are to be expended for the enhancement of services by the Police Department to the betterment of the community; by allowing the purchase of equipment,

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council hereby is committed to see that these funds are properly expended as follows:

Police Equipment – (3) Motorola APX 8000 Portable Radios \$17,139

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

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

Mayor of the City of Dinuba

City Clerk



City Council Staff Report

Department: CITY CLERK

February 22, 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 8, 2022 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, February 8, 2022



**February 8, 2022
MINUTES**

COUNCIL MEMBERS PRESENT:

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

COUNCIL MEMBERS ABSENT:

STAFF MEMBERS PRESENT:

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

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Council Member Thusu called the meeting to order at 6:30 p.m.

1.2. Invocation

Invocation was led by Chaplain Susee.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Assistant City Manager Daniel James.

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. NEW EMPLOYEES AND PROMOTIONS

3.1. Introduction and Oath of Office for Police Officer Cesar Cardenas (DP)

Officer Cesar Cardenas was introduced by Chief Popovich and Council member Thusu administered the oath of office.

Officer Cardenas was hired as a lateral Police Officer on February 7th, he comes from the City of Reedley with 9 years experience. Officer Cardenas was pinned by his wife and children.

Council gave a warm welcome and words of encouragement.

3.2. Introduction and Oath of Office for Police Officer Charles Underwood (DP)

Officer Charles Underwood was introduced by Chief Popovich and administered

the oath of office by Council Member Thusu.

Officer Underwood was hired as a lateral Officer from the City of Kingsburg and he was hired on February 7th. Officer Underwood was pinned by his girlfriend.

Council gave a warm welcome and words of encouragement.

3.3. Introduction and Oath of Office for Police Officer Karla Alvarez (DP)

Officer Karla Alvarez was introduced by Chief Popovich and administered the oath of office by Council Member Thusu.

Officer Alvarez was hired as a lateral officer from the City of Reedley, her first day was February 7th. Officer Alvarez was pinned by her son.

Council gave a warm welcome and words of encouragement.

3.4. Introduction and Oath of Office for Police Officer Sylvia Vasquez (DP)

Officer Sylvia Vasquez was introduced by Chief Popovich and administered the oath of office by Council Member Thusu.

Officer Vasquez recently graduated from the Police Academy. Officer Vasquez was pinned by her mother.

Council gave a warm welcome and words of encouragement.

4. 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.

None.

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

Contract Award - College Ave. Streetlights Project (DL)

RECOMMENDATION

Council award the contract for the College Avenue Street Lights Project to St. Francis Electric, LLC in the amount of \$185,000.00, and authorize the City Manager or designee to execute the contract documents.

5.2. SUBJECT

Hands in the Community Request for Sponsorship (MA)

RECOMMENDATION

Council to approve request for sponsorship in the amount of \$800 for the 9th Annual Golf Tournament, scheduled for take place at Ridge Creek Golf Course on May 6, 2022.

5.3. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of January 25, 2022 as presented.

5.4. SUBJECT

Approval of City Council Meeting Minutes (DJ)

RECOMMENDATION

Council to review and approve City Council meeting minutes of January 11, 2022 as presented.

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

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

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register January 28, 2022 & February 4, 2022 (KS)

RECOMMENDATION

Council to review and approve the warrant register as presented.

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

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

7. DEPARTMENT REPORTS

7.1. SUBJECT

Entertainment Plaza Master Plan Design (SH)

RECOMMENDATION

Council provide feedback on the Entertainment Plaza Master Plan Design.

Parks & Community Services Director Hurtado presented the conceptual master plan for the Entertainment Plaza for Council's feedback. Director Hurtado introduced the consultants from Sierra Designs which stated the goal was to create "Moments of Joy" with this project. The consultants presented on the design which is meant to be the city's focal point. The design consisted of modernizing the Entertainment Plaza to meet the needs of the community.

Council Member Reynosa expressed her concern regarding the artificial Christmas Tree, she prefers to keep the real tree.

Council provided positive feedback on the conceptual master plan.

Hurtado advised that after the plan is approved, architects will be explored and pricing will follow.

7.2. SUBJECT

Cash Investment Report for the Quarter Ending December 31, 2021 (KS)

RECOMMENDATION

Council accept the City of Dinuba Cash and Investment report for the second quarter of fiscal year 2021/22 ending December 31, 2021.

Administrative Services Director Solis presented the Cash Investments Report for Quarter Ending December 31, 2021. Investment earnings continue to be low due to COVID-19.

A motion was made by Council Member Thusu, second by Council Member Longoria, to accept the City of Dinuba Cash and Investment report for the second quarter of fiscal year 21/22 ending December 31, 2021.

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

8. MAYOR/COUNCIL REPORTS

Vice Mayor Reynosa thanked city staff for their hard work.

Council member Thusu thanked Chief Popovich for his hard work. Thusu reported that at the Taxation meeting the sales tax revenue item is back on the agenda. Thusu will keep council updated.

Council Member Longoria presented that he is working with Supervisor Valero and Code Enforcement Officer Angie on homeless resources within the City.

Council member Nerio-Guerrero attended the Townhall meeting and stated that Mayor Launer and Supervisor Valero did a great job. Nerio-Guerrero suggested an Earth Day event in April for trash pick-up within the city.

Mayor Launer reported on the Townhall meeting that was held with Supervisor Valero where she shared event details with the community. Launer stated the meeting was well received. Launer shared she will be presenting to LNTC on Council duties.

9. CITY MANAGER COMMUNICATIONS

Assistant City Manager James reported the Economic Summit is next week and the city has a table for anyone that would like to attend.

10. CITY STAFF COMMUNICATIONS

Director Solis reported on the Budget kick off FY 2022-23, CalPERS unfunded liability, and the American Rescue Plan. Solis shared that the Billing Clerk Interviews are scheduled for Thursday.

City Attorney Yanez reported that on the next council meeting he will present the third redistricting map that takes future growth in mind. Yanez shared he is working on the Parks ordinance to improve the homeless concerns in the parks. Yanez reported that the Planning Commission had concerns regarding the future annexation of the new Dinuba High School site.

Chief Popovich stated the department is fully staffed and will continue to move forward on Animal Control Officer and the Internal Records Technician positions.

Chief Webster reported he continues to work on staffing and is looking forward to be fully staffed.

Director Hernandez reported most of the departments' staff is back to work. Hernandez is working with City Engineer Lapsley on upcoming projects.

Director Hurtado reported she is receiving grant money for new restrooms at city parks.

11. CLOSED SESSION

11.1. Liability Claim (KS)

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

Council rejected the claim.

12. ADJOURNMENT

Mayor Launer adjourned the meeting at 8:03 p.m.



City Council Staff Report

Department: FINANCE SERVICES

February 22, 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 11 & 18, 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 02.11.2022

WR 02.18.2022



Accounts Payable Invoice Report

Payment Date Range 02/07/22 - 02/11/22
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 1776 - A&M Consulting Engineers									
INV10472021	Dinuba GIS	Paid by Check #34899		02/04/2022	02/11/2022	02/11/2022		02/11/2022	9,045.00
		Vendor 1776 - A&M Consulting Engineers Totals				Invoices	1		<u>\$9,045.00</u>
Vendor 348 - Administrative Solutions, Inc.									
A1014480	June 2021	Paid by Check #34900		06/07/2021	02/11/2022	02/11/2022		02/11/2022	300.00
		Vendor 348 - Administrative Solutions, Inc. Totals				Invoices	1		<u>\$300.00</u>
Vendor 263 - Advantek Benefit Administrators									
2202 0011	FEBRUARY 2022	Paid by Check #34901		01/31/2022	02/11/2022	02/11/2022		02/11/2022	66,211.34
02/04/2022	Miscellaneous	Paid by Check #34901		02/04/2022	02/11/2022	02/11/2022		02/11/2022	27,279.15
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	2		<u>\$93,490.49</u>
Vendor 372 - Aecom USA, Inc.									
2000583006	AECOM Urban Water Management Plan: Project Number 60664187	Paid by Check #34902		01/18/2022	02/11/2022	02/11/2022		02/11/2022	2,820.00
		Vendor 372 - Aecom USA, Inc. Totals				Invoices	1		<u>\$2,820.00</u>
Vendor 20 - Ameritas Life Insurance									
2/01/22-2/28/22	010-007745-00000	Paid by Check #34903		01/18/2022	02/11/2022	02/11/2022		02/11/2022	20,376.12
		Vendor 20 - Ameritas Life Insurance Totals				Invoices	1		<u>\$20,376.12</u>
Vendor 351 - Anthem Blue Cross									
000218625051	HARTLEY 919M97599	Paid by Check #34905		01/04/2022	02/11/2022	02/11/2022		02/11/2022	92.00
000219965250	TYLER 141A75193	Paid by Check #34904		01/07/2022	02/11/2022	02/11/2022		02/11/2022	228.38
		Vendor 351 - Anthem Blue Cross Totals				Invoices	2		<u>\$320.38</u>
Vendor 21 - Aramark Uniform Services Inc.									
503000468460	Fy 21/22-Parks-Uniform services for week of 2/2/22	Paid by Check #34906		02/02/2022	02/11/2022	02/11/2022	02/03/2022	02/11/2022	48.76
		Vendor 21 - Aramark Uniform Services Inc. Totals				Invoices	1		<u>\$48.76</u>
Vendor 17 - AT&T									
25012719612/22	Telephone	Paid by Check #34909		02/01/2022	02/11/2022	02/11/2022		02/11/2022	75.79
93910547432/22	Telephone	Paid by Check #34908		02/02/2022	02/11/2022	02/11/2022		02/11/2022	70.16
5595960649 01.22	Telephone	Paid by Check #34907		01/26/2022	02/11/2022	02/11/2022		02/11/2022	1,529.70
		Vendor 17 - AT&T Totals				Invoices	3		<u>\$1,675.65</u>
Vendor 289 - AT&T Mobility LLC									
2872932128681/22	1088 E KAMM AVE	Paid by Check #34910		01/16/2022	02/11/2022	02/11/2022		02/11/2022	281.76
		Vendor 289 - AT&T Mobility LLC Totals				Invoices	1		<u>\$281.76</u>
Vendor 1103 - Bauer Compressors, Inc.									
0000287826	Repairs	Paid by Check #34911		01/05/2022	02/11/2022	02/11/2022		02/11/2022	270.21



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		Vendor 1103 - Bauer Compressors, Inc. Totals					Invoices	1	\$270.21
Vendor 376 - BCS Consulting, LLC									
2022100	IT Services Monthly January 2022	Paid by Check #34912		02/07/2022	02/11/2022	02/11/2022		02/11/2022	6,200.00
		Vendor 376 - BCS Consulting, LLC Totals					Invoices	1	\$6,200.00
Vendor 105 - Best Uniforms									
42911	PD - Uniform / Charles Underwood	Paid by Check #34913		01/13/2022	02/11/2022	02/11/2022		02/11/2022	1,141.82
42912	PD - Body Armor / Charles Underwood	Paid by Check #34913		01/13/2022	02/11/2022	02/11/2022		02/11/2022	1,131.17
42913	PD - Uniform / Cesar Cardenas	Paid by Check #34913		01/18/2022	02/11/2022	02/11/2022		02/11/2022	1,068.48
42914	PD - Body Armor / Cesar Cardenas	Paid by Check #34913		01/18/2022	02/11/2022	02/11/2022		02/11/2022	1,131.17
42915	PD - Uniform / Karla Alvarez - 1 of 2	Paid by Check #34913		01/19/2022	02/11/2022	02/11/2022		02/11/2022	982.57
42916	PD - Uniform / Karla Alvarez - 2 of 2	Paid by Check #34913		01/19/2022	02/11/2022	02/11/2022		02/11/2022	466.98
42917	PD - Body Armor / Karla Alvarez	Paid by Check #34913		01/19/2022	02/11/2022	02/11/2022		02/11/2022	1,131.17
42920	PD - Uniform / Sylvia Vasquez	Paid by Check #34913		01/20/2022	02/11/2022	02/11/2022		02/11/2022	1,440.65
42921	PD - Body Armor / Sylvia Vasquez	Paid by Check #34913		01/20/2022	02/11/2022	02/11/2022		02/11/2022	1,131.17
		Vendor 105 - Best Uniforms Totals					Invoices	9	\$9,625.18
Vendor 822 - Boundtree Medical LLC									
84382977	Supplies	Paid by Check #34914		01/28/2022	02/11/2022	02/11/2022		02/11/2022	352.45
		Vendor 822 - Boundtree Medical LLC Totals					Invoices	1	\$352.45
Vendor 116 - BSK Analytical Laboratories									
AF03070	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #34915		01/31/2022	02/11/2022	02/11/2022		02/11/2022	176.00
AF03662	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #34915		02/06/2022	02/11/2022	02/11/2022		02/11/2022	176.00
		Vendor 116 - BSK Analytical Laboratories Totals					Invoices	2	\$352.00
Vendor 1141 - Business Location Advisors, Inc.									
BESTBUY.COM 4th	BESTBUY.COM 4 Qtr-21	Paid by Check #34916		02/07/2022	02/11/2022	02/11/2022		02/11/2022	242,741.53
		Vendor 1141 - Business Location Advisors, Inc. Totals					Invoices	1	\$242,741.53
Vendor 94 - California Public Employees Retirement									
1/16-1/29/22	Payroll 01/16/22-01/29/22	Paid by EFT #1876		02/04/2022	02/07/2022	02/07/2022		02/07/2022	80,271.19
2022-00000293	31 - 457 - Employee CalPERS \$*	Paid by EFT #1875		02/04/2022	02/07/2022	02/07/2022		02/07/2022	9,419.25
		Vendor 94 - California Public Employees Retirement Totals					Invoices	2	\$89,690.44
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
17972	Spring Maint 2022	Paid by Check #34917		01/25/2022	02/11/2022	02/11/2022		02/11/2022	200.00



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17971	PD - A/C Units Quarterly Filters Replacement -	Paid by Check #34917		01/24/2022	02/11/2022	02/11/2022		02/11/2022	250.00
Vendor 305 - Cartozian Air Conditioning and Heating Inc. Totals									
						Invoices	2		\$450.00
Vendor 333 - Cintas Corporation No. 2									
4106811336	Contractual	Paid by Check #34918		01/05/2022	02/11/2022	02/11/2022		02/11/2022	160.70
4107450882	Contractual	Paid by Check #34918		01/12/2022	02/11/2022	02/11/2022		02/11/2022	92.62
4108145129	Contractual	Paid by Check #34918		01/19/2022	02/11/2022	02/11/2022		02/11/2022	184.81
4108820685	Contractual	Paid by Check #34918		01/26/2022	02/11/2022	02/11/2022		02/11/2022	21.16
4108820719	Contractual	Paid by Check #34918		01/26/2022	02/11/2022	02/11/2022		02/11/2022	92.08
4106811402	Contractual	Paid by Check #34918		01/05/2022	02/11/2022	02/11/2022		02/11/2022	286.09
4107450833	Contractual	Paid by Check #34918		01/12/2022	02/11/2022	02/11/2022		02/11/2022	21.16
4107450839	Contractual	Paid by Check #34918		01/12/2022	02/11/2022	02/11/2022		02/11/2022	304.89
4108145077	Contractual	Paid by Check #34918		01/19/2022	02/11/2022	02/11/2022		02/11/2022	286.09
4108820855	Contractual	Paid by Check #34918		01/26/2022	02/11/2022	02/11/2022		02/11/2022	304.89
4106913571	Contractual	Paid by Check #34918		01/06/2022	02/11/2022	02/11/2022		02/11/2022	124.79
4107450899	Contractual	Paid by Check #34918		01/12/2022	02/11/2022	02/11/2022		02/11/2022	191.23
4107450934	Contractual	Paid by Check #34918		01/12/2022	02/11/2022	02/11/2022		02/11/2022	281.06
4107595279	Contractual	Paid by Check #34918		01/13/2022	02/11/2022	02/11/2022		02/11/2022	124.79
4108280825	Contractual	Paid by Check #34918		01/20/2022	02/11/2022	02/11/2022		02/11/2022	124.79
4108820740	Contractual	Paid by Check #34918		01/26/2022	02/11/2022	02/11/2022		02/11/2022	184.64
4108976446	Contractual	Paid by Check #34918		01/27/2022	02/11/2022	02/11/2022		02/11/2022	124.79
4106811330	Contractual	Paid by Check #34918		01/05/2022	02/11/2022	02/11/2022		02/11/2022	194.45
4106913617	Contractual	Paid by Check #34918		01/06/2022	02/11/2022	02/11/2022		02/11/2022	139.54
4106913774	Contractual	Paid by Check #34918		01/06/2022	02/11/2022	02/11/2022		02/11/2022	695.10
4107451052	Contractual	Paid by Check #34918		01/12/2022	02/11/2022	02/11/2022		02/11/2022	194.64
4107595293	Contractual	Paid by Check #34918		01/13/2022	02/11/2022	02/11/2022		02/11/2022	139.89
4107595485	Contractual	Paid by Check #34918		01/13/2022	02/11/2022	02/11/2022		02/11/2022	603.31
4108145384	Contractual	Paid by Check #34918		01/19/2022	02/11/2022	02/11/2022		02/11/2022	282.42
4108280844	Contractual	Paid by Check #34918		01/20/2022	02/11/2022	02/11/2022		02/11/2022	139.54
4108280947	Contractual	Paid by Check #34918		01/20/2022	02/11/2022	02/11/2022		02/11/2022	739.30
1902746587	Contractual	Paid by Check #34918		01/21/2022	02/11/2022	02/11/2022		02/11/2022	199.60
4108820922	Contractual	Paid by Check #34918		01/26/2022	02/11/2022	02/11/2022		02/11/2022	212.66
4108820953	Contractual	Paid by Check #34918		01/26/2022	02/11/2022	02/11/2022		02/11/2022	194.45
4108976423	Contractual	Paid by Check #34918		01/27/2022	02/11/2022	02/11/2022		02/11/2022	139.54
4108976531	Contractual	Paid by Check #34918		01/27/2022	02/11/2022	02/11/2022		02/11/2022	738.29
Vendor 333 - Cintas Corporation No. 2 Totals									
						Invoices	31		\$7,523.31
Vendor 239 - City of Fresno									
7178	PD - PSP Training - Jorge Gonzalez	Paid by Check #34919		01/06/2022	02/11/2022	02/11/2022		02/11/2022	606.00
7215	PD - PSP Training - Juan Pinedo	Paid by Check #34919		01/12/2022	02/11/2022	02/11/2022		02/11/2022	606.00



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7231	PD - PSP Training - Miguel Cardenas	Paid by Check #34919		01/13/2022	02/11/2022	02/11/2022		02/11/2022	606.00
Vendor 239 - City of Fresno Totals									\$1,818.00
Vendor 1066 - CLIA Laboratory Program									
05D0948707 2022	2022-2024 License	Paid by Check #34920		01/18/2022	02/11/2022	02/11/2022		02/11/2022	180.00
Vendor 1066 - CLIA Laboratory Program Totals									\$180.00
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.									
1259	Collins Schoettler Planning Support	Paid by Check #34921		01/30/2022	02/11/2022	02/11/2022		02/11/2022	9,383.47
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc. Totals									\$9,383.47
Vendor 170 - Comcast									
0002177 01/27/22	1390 E ELIZABETH WAY	Paid by Check #34924		01/27/2022	02/11/2022	02/11/2022		02/11/2022	96.52
0136611 012622	PD - 02/01/2022 - 02/28/2022	Paid by Check #34922		01/26/2022	02/11/2022	02/11/2022		02/11/2022	44.90
	Billing Charges								
0181138 01/27/22	180 W MERCED ST	Paid by Check #34923		01/27/2022	02/11/2022	02/11/2022		02/11/2022	488.34
Vendor 170 - Comcast Totals									\$629.76
Vendor 3 - Culligan Water									
179699	PORTABLE EXCHANGE TANK, 1 HIC SERVICE, DI RENTAL - WWTP	Paid by Check #34925		01/31/2022	02/11/2022	02/11/2022		02/11/2022	74.50
179983	PORTABLE EXCHANGE TANK - PW	Paid by Check #34925		01/31/2022	02/11/2022	02/11/2022		02/11/2022	78.00
Vendor 3 - Culligan Water Totals									\$152.50
Vendor 1582 - Dell Financial Services LLC									
81176109	SERVER	Paid by Check #34926		01/29/2022	02/11/2022	02/11/2022		02/11/2022	2,947.71
Vendor 1582 - Dell Financial Services LLC Totals									\$2,947.71
Vendor 720 - Dell Marketing L.P.									
10551664642 B	Annual PC Replacement	Paid by Check #34927		01/13/2022	02/11/2022	02/11/2022		02/11/2022	23,899.83
10555426840	Dell WD Blue 3D NAND SATA SSD	Paid by Check #34927		01/26/2022	02/11/2022	02/11/2022		02/11/2022	143.52
Vendor 720 - Dell Marketing L.P. Totals									\$24,043.35
Vendor 77 - Department of Justice									
561019	PD - January 2022 - Fingerprints Service	Paid by Check #34928		02/03/2022	02/11/2022	02/11/2022		02/11/2022	673.00
Vendor 77 - Department of Justice Totals									\$673.00
Vendor 166 - Dinuba Glass LLC.									
27652	PD WINDOWS	Paid by Check #34929		01/12/2022	02/11/2022	02/11/2022		02/11/2022	1,579.78
Vendor 166 - Dinuba Glass LLC. Totals									\$1,579.78
Vendor 85 - Dinuba Lions Club									



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JAN2022	PD - January 2022 Dues - Devon Popovich	Paid by Check #34930		01/01/2022	02/11/2022	02/11/2022		02/11/2022	47.00
FEB2022	PD - February 2022 Dues - Devon Popovich	Paid by Check #34930		02/01/2022	02/11/2022	02/11/2022		02/11/2022	47.00
			Vendor 85 - Dinuba Lions Club Totals				Invoices	2	\$94.00
Vendor 4 - Dinuba Lumber Company									
381757	Maintenance	Paid by Check #34931		01/03/2022	02/11/2022	02/11/2022		02/11/2022	132.41
381772	Maintenance	Paid by Check #34931		01/03/2022	02/11/2022	02/11/2022		02/11/2022	17.47
381906	Maintenance	Paid by Check #34931		01/03/2022	02/11/2022	02/11/2022		02/11/2022	6.31
382092	Maintenance	Paid by Check #34931		01/03/2022	02/11/2022	02/11/2022		02/11/2022	12.48
382158	Maintenance	Paid by Check #34931		01/03/2022	02/11/2022	02/11/2022		02/11/2022	21.53
382557	Maintenance	Paid by Check #34931		01/03/2022	02/11/2022	02/11/2022		02/11/2022	15.12
382100	Maintenance	Paid by Check #34931		01/04/2022	02/11/2022	02/11/2022		02/11/2022	15.60
382319	Maintenance	Paid by Check #34931		01/04/2022	02/11/2022	02/11/2022		02/11/2022	54.66
382362	Maintenance	Paid by Check #34931		01/04/2022	02/11/2022	02/11/2022		02/11/2022	19.69
382392	Maintenance	Paid by Check #34931		01/04/2022	02/11/2022	02/11/2022		02/11/2022	14.15
382459	Maintenance	Paid by Check #34931		01/04/2022	02/11/2022	02/11/2022		02/11/2022	3.50
382473	Maintenance	Paid by Check #34931		01/04/2022	02/11/2022	02/11/2022		02/11/2022	8.66
382496	Maintenance	Paid by Check #34931		01/04/2022	02/11/2022	02/11/2022		02/11/2022	46.86
382576	Maintenance	Paid by Check #34931		01/04/2022	02/11/2022	02/11/2022		02/11/2022	.95
383684	Maintenance	Paid by Check #34931		01/04/2022	02/11/2022	02/11/2022		02/11/2022	45.34
382737	Maintenance	Paid by Check #34931		01/05/2022	02/11/2022	02/11/2022		02/11/2022	37.10
382848	Maintenance	Paid by Check #34931		01/05/2022	02/11/2022	02/11/2022		02/11/2022	15.60
382884	Maintenance	Paid by Check #34931		01/05/2022	02/11/2022	02/11/2022		02/11/2022	4.48
383009	Maintenance	Paid by Check #34931		01/05/2022	02/11/2022	02/11/2022		02/11/2022	144.25
383131	Maintenance	Paid by Check #34931		01/06/2022	02/11/2022	02/11/2022		02/11/2022	12.97
383135	Maintenance	Paid by Check #34931		01/06/2022	02/11/2022	02/11/2022		02/11/2022	54.66
383157	Maintenance	Paid by Check #34931		01/06/2022	02/11/2022	02/11/2022		02/11/2022	10.84
383168	Maintenance	Paid by Check #34931		01/06/2022	02/11/2022	02/11/2022		02/11/2022	19.90
383230	Maintenance	Paid by Check #34931		01/06/2022	02/11/2022	02/11/2022		02/11/2022	2.72
383231	Maintenance	Paid by Check #34931		01/07/2022	02/11/2022	02/11/2022		02/11/2022	11.66
384722	Maintenance	Paid by Check #34931		01/10/2022	02/11/2022	02/11/2022		02/11/2022	14.91
384749	Maintenance	Paid by Check #34931		01/10/2022	02/11/2022	02/11/2022		02/11/2022	193.13
384789	Maintenance	Paid by Check #34931		01/10/2022	02/11/2022	02/11/2022		02/11/2022	157.33
385235	Maintenance	Paid by Check #34931		01/11/2022	02/11/2022	02/11/2022		02/11/2022	9.05
385321	Maintenance	Paid by Check #34931		01/11/2022	02/11/2022	02/11/2022		02/11/2022	29.28
385395	Maintenance	Paid by Check #34931		01/11/2022	02/11/2022	02/11/2022		02/11/2022	39.94
385450	Maintenance	Paid by Check #34931		01/11/2022	02/11/2022	02/11/2022		02/11/2022	3.90
385577	Maintenance	Paid by Check #34931		01/12/2022	02/11/2022	02/11/2022		02/11/2022	37.10
385616	Maintenance	Paid by Check #34931		01/12/2022	02/11/2022	02/11/2022		02/11/2022	19.43
385647	Maintenance	Paid by Check #34931		01/12/2022	02/11/2022	02/11/2022		02/11/2022	50.75



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385650	Maintenance	Paid by Check #34931		01/12/2022	02/11/2022	02/11/2022		02/11/2022	25.17
385724	Maintenance	Paid by Check #34931		01/12/2022	02/11/2022	02/11/2022		02/11/2022	112.29
385810	Maintenance	Paid by Check #34931		01/12/2022	02/11/2022	02/11/2022		02/11/2022	7.22
386030	Maintenance	Paid by Check #34931		01/13/2022	02/11/2022	02/11/2022		02/11/2022	34.17
386070	Maintenance	Paid by Check #34931		01/13/2022	02/11/2022	02/11/2022		02/11/2022	15.60
386092	Maintenance	Paid by Check #34931		01/13/2022	02/11/2022	02/11/2022		02/11/2022	46.55
386159	Maintenance	Paid by Check #34931		01/13/2022	02/11/2022	02/11/2022		02/11/2022	13.06
386177	Maintenance	Paid by Check #34931		01/13/2022	02/11/2022	02/11/2022		02/11/2022	15.99
386208	Maintenance	Paid by Check #34931		01/13/2022	02/11/2022	02/11/2022		02/11/2022	6.73
386252	Maintenance	Paid by Check #34931		01/13/2022	02/11/2022	02/11/2022		02/11/2022	52.96
386450	Maintenance	Paid by Check #34931		01/14/2022	02/11/2022	02/11/2022		02/11/2022	15.61
386502	Maintenance	Paid by Check #34931		01/14/2022	02/11/2022	02/11/2022		02/11/2022	46.93
386503	Maintenance	Paid by Check #34931		01/14/2022	02/11/2022	02/11/2022		02/11/2022	1.07
386571	Maintenance	Paid by Check #34931		01/14/2022	02/11/2022	02/11/2022		02/11/2022	11.66
386573	Maintenance	Paid by Check #34931		01/14/2022	02/11/2022	02/11/2022		02/11/2022	9.75
386690	Maintenance	Paid by Check #34931		01/14/2022	02/11/2022	02/11/2022		02/11/2022	17.47
387974	Maintenance	Paid by Check #34931		01/18/2022	02/11/2022	02/11/2022		02/11/2022	10.73
387999	Maintenance	Paid by Check #34931		01/18/2022	02/11/2022	02/11/2022		02/11/2022	22.97
388000	Maintenance	Paid by Check #34931		01/18/2022	02/11/2022	02/11/2022		02/11/2022	(10.24)
388020	Maintenance	Paid by Check #34931		01/18/2022	02/11/2022	02/11/2022		02/11/2022	2.92
388202	Maintenance	Paid by Check #34931		01/18/2022	02/11/2022	02/11/2022		02/11/2022	45.30
388409	Maintenance	Paid by Check #34931		01/19/2022	02/11/2022	02/11/2022		02/11/2022	16.37
388426	Maintenance	Paid by Check #34931		01/19/2022	02/11/2022	02/11/2022		02/11/2022	11.50
388441	Maintenance	Paid by Check #34931		01/19/2022	02/11/2022	02/11/2022		02/11/2022	9.24
388468	Maintenance	Paid by Check #34931		01/19/2022	02/11/2022	02/11/2022		02/11/2022	17.46
388655	Maintenance	Paid by Check #34931		01/19/2022	02/11/2022	02/11/2022		02/11/2022	22.61
388658	Maintenance	Paid by Check #34931		01/19/2022	02/11/2022	02/11/2022		02/11/2022	40.03
388717	Maintenance	Paid by Check #34931		01/19/2022	02/11/2022	02/11/2022		02/11/2022	15.60
388754	Maintenance	Paid by Check #34931		01/19/2022	02/11/2022	02/11/2022		02/11/2022	89.82
388824	Maintenance	Paid by Check #34931		01/20/2022	02/11/2022	02/11/2022		02/11/2022	1.49
388901	Maintenance	Paid by Check #34931		01/20/2022	02/11/2022	02/11/2022		02/11/2022	16.37
389011	Maintenance	Paid by Check #34931		01/20/2022	02/11/2022	02/11/2022		02/11/2022	13.37
389279	Maintenance	Paid by Check #34931		01/21/2022	02/11/2022	02/11/2022		02/11/2022	44.91
389458	Maintenance	Paid by Check #34931		01/21/2022	02/11/2022	02/11/2022		02/11/2022	15.60
385805	Maintenance	Paid by Check #34931		01/22/2022	02/11/2022	02/11/2022		02/11/2022	46.86
389345	Maintenance	Paid by Check #34931		01/22/2022	02/11/2022	02/11/2022		02/11/2022	14.34
389402	Maintenance	Paid by Check #34931		01/22/2022	02/11/2022	02/11/2022		02/11/2022	27.33
390423	Maintenance	Paid by Check #34931		01/24/2022	02/11/2022	02/11/2022		02/11/2022	17.16
390503	Maintenance	Paid by Check #34931		01/24/2022	02/11/2022	02/11/2022		02/11/2022	33.60
390556	Maintenance	Paid by Check #34931		01/24/2022	02/11/2022	02/11/2022		02/11/2022	46.15
390700	Maintenance	Paid by Check #34931		01/24/2022	02/11/2022	02/11/2022		02/11/2022	53.47
390732	Maintenance	Paid by Check #34931		01/24/2022	02/11/2022	02/11/2022		02/11/2022	3.25



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391254	Maintenance	Paid by Check #34931		01/26/2022	02/11/2022	02/11/2022		02/11/2022	55.35
391256	Maintenance	Paid by Check #34931		01/26/2022	02/11/2022	02/11/2022		02/11/2022	19.22
391282	Maintenance	Paid by Check #34931		01/26/2022	02/11/2022	02/11/2022		02/11/2022	177.47
391390	Maintenance	Paid by Check #34931		01/26/2022	02/11/2022	02/11/2022		02/11/2022	34.42
391415	Maintenance	Paid by Check #34931		01/26/2022	02/11/2022	02/11/2022		02/11/2022	247.11
391720	Maintenance	Paid by Check #34931		01/27/2022	02/11/2022	02/11/2022		02/11/2022	27.13
391727	Maintenance	Paid by Check #34931		01/27/2022	02/11/2022	02/11/2022		02/11/2022	87.87
391855	Maintenance	Paid by Check #34931		01/27/2022	02/11/2022	02/11/2022		02/11/2022	43.11
392054	Maintenance	Paid by Check #34931		01/28/2022	02/11/2022	02/11/2022		02/11/2022	244.13
392055	Maintenance	Paid by Check #34931		01/28/2022	02/11/2022	02/11/2022		02/11/2022	12.39
392143	Maintenance	Paid by Check #34931		01/28/2022	02/11/2022	02/11/2022		02/11/2022	23.39
392276	Maintenance	Paid by Check #34931		01/28/2022	02/11/2022	02/11/2022		02/11/2022	50.71
392327	Maintenance	Paid by Check #34931		01/28/2022	02/11/2022	02/11/2022		02/11/2022	22.29
393318	Maintenance	Paid by Check #34931		01/31/2022	02/11/2022	02/11/2022		02/11/2022	226.77
393444	Maintenance	Paid by Check #34931		01/31/2022	02/11/2022	02/11/2022		02/11/2022	8.39
393476	Maintenance	Paid by Check #34931		01/31/2022	02/11/2022	02/11/2022		02/11/2022	21.46
Vendor 4 - Dinuba Lumber Company Totals							Invoices	93	\$3,645.38
Vendor 341 - Dinuba Tires LLC									
073189	Repairs	Paid by Check #34932		01/31/2022	02/11/2022	02/11/2022		02/11/2022	20.00
Vendor 341 - Dinuba Tires LLC Totals							Invoices	1	\$20.00
Vendor 1506 - Enterprise FM Trust									
FBN4398769	PD - (3) Malibus & (2) Durangos Lease	Paid by Check #34933		02/03/2022	02/11/2022	02/11/2022		02/11/2022	2,836.04
FBN4398785	ENTERPRISE - FLEET LEASE PAYMENT	Paid by Check #34933		02/03/2022	02/11/2022	02/11/2022		02/11/2022	6,848.84
Vendor 1506 - Enterprise FM Trust Totals							Invoices	2	\$9,684.88
Vendor 280 - Entersect									
122EP31191	PD - January 2022 Service	Paid by Check #34934		01/31/2022	02/11/2022	02/11/2022		02/11/2022	100.00
Vendor 280 - Entersect Totals							Invoices	1	\$100.00
Vendor 36 - Ewing Irrigation Products									
16034655	Fy 21/22-Parks-Control plst, otator, riser extension	Paid by Check #34935		02/04/2022	02/11/2022	02/11/2022	02/07/2022	02/11/2022	866.17
Vendor 36 - Ewing Irrigation Products Totals							Invoices	1	\$866.17
Vendor 235 - FERGUSON ENTERPRISES, LLC									
1671432	FERGUSON - 1" METERS	Paid by Check #34936		11/19/2021	02/11/2022	02/11/2022		02/11/2022	16,144.80
Vendor 235 - FERGUSON ENTERPRISES, LLC Totals							Invoices	1	\$16,144.80
Vendor 1540 - G.E.T. Industries									
552	PD - Nitrile Gloves	Paid by Check #34937		02/04/2022	02/11/2022	02/11/2022		02/11/2022	800.00



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			Vendor 1540 - G.E.T. Industries Totals				Invoices	1	\$800.00
Vendor 712 - GLS US									
4620625	Postage	Paid by Check #34938		01/15/2022	02/11/2022	02/11/2022		02/11/2022	6.77
			Vendor 712 - GLS US Totals				Invoices	1	\$6.77
Vendor 379 - Guardian EMS Products									
10132	Supplies	Paid by Check #34939		02/07/2022	02/11/2022	02/11/2022		02/11/2022	205.15
			Vendor 379 - Guardian EMS Products Totals				Invoices	1	\$205.15
Vendor 605 - Frank Guerra									
02/07/2022	ANTHEM 02/2022	Paid by Check #34940		02/07/2022	02/11/2022	02/11/2022		02/11/2022	197.51
			Vendor 605 - Frank Guerra Totals				Invoices	1	\$197.51
Vendor 1431 - Patricia Hartman									
01/19/2022	ANTHEM 02/2022	Paid by Check #34941		01/19/2022	02/11/2022	02/11/2022		02/11/2022	92.00
			Vendor 1431 - Patricia Hartman Totals				Invoices	1	\$92.00
Vendor 139 - Henry Schein Inc.									
16052390	Supplies	Paid by Check #34942		01/24/2022	02/11/2022	02/11/2022		02/11/2022	1,265.29
16079051	Supplies	Paid by Check #34942		01/24/2022	02/11/2022	02/11/2022		02/11/2022	318.26
16181188	Supplies	Paid by Check #34942		01/26/2022	02/11/2022	02/11/2022		02/11/2022	102.27
16320031	Supplies	Paid by Check #34942		01/28/2022	02/11/2022	02/11/2022		02/11/2022	1,075.18
			Vendor 139 - Henry Schein Inc. Totals				Invoices	4	\$2,761.00
Vendor 174 - Howard's Pest Control									
102635	February 2022	Paid by Check #34943		02/02/2022	02/11/2022	02/11/2022		02/11/2022	93.00
102613	Fy 21/22-Parks-Pest control serv for Vuich park	Paid by Check #34943		02/01/2022	02/11/2022	02/11/2022	02/02/2022	02/11/2022	75.00
102630	Fy 21/22-Sportsplex-Pest control service for sportsplex	Paid by Check #34943		02/02/2022	02/11/2022	02/11/2022	02/04/2022	02/11/2022	117.00
102643	Fy 21/22-Parks-Pest control serv for KC Park	Paid by Check #34943		02/02/2022	02/11/2022	02/11/2022	02/02/2022	02/11/2022	46.00
102633	180 W MERCED ST DINUBA TRANSIT CENTER (Acct#:27335)	Paid by Check #34943		02/02/2022	02/11/2022	02/11/2022		02/11/2022	65.00
102637	Cust No. OP1088 - OLD PW	Paid by Check #34943		02/02/2022	02/11/2022	02/11/2022		02/11/2022	67.00
102642	Customer No. KA1088 - PUBLIC WORKS	Paid by Check #34943		02/02/2022	02/11/2022	02/11/2022		02/11/2022	135.00
102690	PEST CONTROL SERVICES - WWTP	Paid by Check #34943		02/03/2022	02/11/2022	02/11/2022		02/11/2022	55.00
			Vendor 174 - Howard's Pest Control Totals				Invoices	8	\$653.00
Vendor 1718 - JCL Company, LLC									
CEP26196780	WATER DEPT SUPPLIES	Paid by Check #34944		02/01/2022	02/11/2022	02/11/2022		02/11/2022	611.83
			Vendor 1718 - JCL Company, LLC Totals				Invoices	1	\$611.83



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Vendor 852 - Kent M Kawagoe Ph.D.									
NOVDEC2021	PD - Psychological Evaluations - Alvarez, Cardenas & Underwood	Paid by Check #34945		12/31/2021	02/11/2022	02/11/2022		02/11/2022	975.00
Vendor 852 - Kent M Kawagoe Ph.D. Totals							Invoices	1	\$975.00
Vendor 53 - League of California Cities									
641118	Membership dues year 2022	Paid by Check #34946		01/01/2022	02/11/2022	02/11/2022		02/11/2022	11,002.00
Vendor 53 - League of California Cities Totals							Invoices	1	\$11,002.00
Vendor 1457 - LSL CPA's									
48590	Professional Services January 2022	Paid by Check #34947		01/31/2022	02/11/2022	02/11/2022		02/11/2022	2,867.00
Vendor 1457 - LSL CPA's Totals							Invoices	1	\$2,867.00
Vendor 1697 - Bryan Marsh									
Co Off 2B	Educational Reimbursement	Paid by Check #34948		10/01/2021	02/11/2022	02/11/2022		02/11/2022	166.50
Vendor 1697 - Bryan Marsh Totals							Invoices	1	\$166.50
Vendor 1181 - McCormick, Kabot & Lew									
13689	RETAINER	Paid by Check #34949		12/25/2021	02/11/2022	02/11/2022		02/11/2022	3,300.00
13654	Legal Services December 2021	Paid by Check #34949		12/26/2021	02/11/2022	02/11/2022		02/11/2022	5,118.00
Vendor 1181 - McCormick, Kabot & Lew Totals							Invoices	2	\$8,418.00
Vendor 1797 - David Mendoza									
02/07/2022	ANTHEM 12/2021	Paid by Check #34950		02/07/2022	02/11/2022	02/11/2022		02/11/2022	183.41
Vendor 1797 - David Mendoza Totals							Invoices	1	\$183.41
Vendor 1385 - Multiforce Systems Corporation									
921320	Multiforce Annual dues Fuelservice CNG	Paid by Check #34951		12/30/2021	02/11/2022	02/11/2022		02/11/2022	2,025.00
Vendor 1385 - Multiforce Systems Corporation Totals							Invoices	1	\$2,025.00
Vendor 749 - MuniServices									
INV06-013483	SUTA CA - Q3, 2021	Paid by Check #34952		01/31/2022	02/11/2022	02/11/2022		02/11/2022	4,667.71
INV06-013484	SUTA CA - Q3, 2021	Paid by Check #34952		01/31/2022	02/11/2022	02/11/2022		02/11/2022	1,122.08
INV06-013543	STARS CA -Q3, 2021	Paid by Check #34952		02/03/2022	02/11/2022	02/11/2022		02/11/2022	450.00
Vendor 749 - MuniServices Totals							Invoices	3	\$6,239.79
Vendor 884 - Napa Auto Parts									
44927	Vehicles	Paid by Check #34953		01/03/2022	02/11/2022	02/11/2022		02/11/2022	11.49
44963	Vehicles	Paid by Check #34953		01/03/2022	02/11/2022	02/11/2022		02/11/2022	561.03
45009	Vehicles	Paid by Check #34953		01/03/2022	02/11/2022	02/11/2022		02/11/2022	199.41
45112	Vehicles	Paid by Check #34953		01/05/2022	02/11/2022	02/11/2022		02/11/2022	85.94
45141	Vehicles	Paid by Check #34953		01/05/2022	02/11/2022	02/11/2022		02/11/2022	(310.31)
45165	Vehicles	Paid by Check #34953		01/05/2022	02/11/2022	02/11/2022		02/11/2022	417.01



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45195	Vehicles	Paid by Check #34953		01/06/2022	02/11/2022	02/11/2022		02/11/2022	249.31
45226	Vehicles	Paid by Check #34953		01/06/2022	02/11/2022	02/11/2022		02/11/2022	184.66
45242	Vehicles	Paid by Check #34953		01/06/2022	02/11/2022	02/11/2022		02/11/2022	25.37
45275	Vehicles	Paid by Check #34953		01/07/2022	02/11/2022	02/11/2022		02/11/2022	24.40
45280	Vehicles	Paid by Check #34953		01/07/2022	02/11/2022	02/11/2022		02/11/2022	21.82
45329	Vehicles	Paid by Check #34953		01/07/2022	02/11/2022	02/11/2022		02/11/2022	55.66
45330	Vehicles	Paid by Check #34953		01/07/2022	02/11/2022	02/11/2022		02/11/2022	30.85
45400	Vehicles	Paid by Check #34953		01/10/2022	02/11/2022	02/11/2022		02/11/2022	49.63
45422	Vehicles	Paid by Check #34953		01/10/2022	02/11/2022	02/11/2022		02/11/2022	61.01
45446	Vehicles	Paid by Check #34953		01/10/2022	02/11/2022	02/11/2022		02/11/2022	227.85
45479	Vehicles	Paid by Check #34953		01/11/2022	02/11/2022	02/11/2022		02/11/2022	179.03
45480	Vehicles	Paid by Check #34953		01/11/2022	02/11/2022	02/11/2022		02/11/2022	(227.85)
45533	Vehicles	Paid by Check #34953		01/11/2022	02/11/2022	02/11/2022		02/11/2022	(25.37)
45534	Vehicles	Paid by Check #34953		01/11/2022	02/11/2022	02/11/2022		02/11/2022	(48.23)
45548	Vehicles	Paid by Check #34953		01/12/2022	02/11/2022	02/11/2022		02/11/2022	29.03
45559	Vehicles	Paid by Check #34953		01/12/2022	02/11/2022	02/11/2022		02/11/2022	332.79
45626	Vehicles	Paid by Check #34953		01/12/2022	02/11/2022	02/11/2022		02/11/2022	27.82
45639	Vehicles	Paid by Check #34953		01/13/2022	02/11/2022	02/11/2022		02/11/2022	22.65
45708	Vehicles	Paid by Check #34953		01/13/2022	02/11/2022	02/11/2022		02/11/2022	27.46
45986	Vehicles	Paid by Check #34953		01/18/2022	02/11/2022	02/11/2022		02/11/2022	38.95
46028	Vehicles	Paid by Check #34953		01/18/2022	02/11/2022	02/11/2022		02/11/2022	65.25
46244	Vehicles	Paid by Check #34953		01/20/2022	02/11/2022	02/11/2022		02/11/2022	71.60
46268	Vehicles	Paid by Check #34953		01/21/2022	02/11/2022	02/11/2022		02/11/2022	84.80
46831	Vehicles	Paid by Check #34953		01/31/2022	02/11/2022	02/11/2022		02/11/2022	27.46
46846	Vehicles	Paid by Check #34953		01/31/2022	02/11/2022	02/11/2022		02/11/2022	164.04
46847	Vehicles	Paid by Check #34953		01/31/2022	02/11/2022	02/11/2022		02/11/2022	24.77
45983	Maintenance	Paid by Check #34953		01/18/2022	02/11/2022	02/11/2022		02/11/2022	115.53
46860	Maintenance	Paid by Check #34953		01/31/2022	02/11/2022	02/11/2022		02/11/2022	136.99
			Vendor 884 - Napa Auto Parts Totals				Invoices	34	\$2,941.85
Vendor 1754 - Navia Benefits Solutions									
10409416	202101 - Sec. 125 Participant Fee 01/22	Paid by Check #34954		01/31/2022	02/11/2022	02/11/2022		02/11/2022	348.00
			Vendor 1754 - Navia Benefits Solutions Totals				Invoices	1	\$348.00
Vendor 392 - O'Reilly Auto Parts									
3641-432428	Vehicles	Paid by Check #34955		12/29/2021	02/11/2022	02/11/2022		02/11/2022	29.40
3641-432457	Vehicles	Paid by Check #34955		12/29/2021	02/11/2022	02/11/2022		02/11/2022	45.37
3641-432461	Vehicles	Paid by Check #34955		12/29/2021	02/11/2022	02/11/2022		02/11/2022	(6.46)
3641-432545	Vehicles	Paid by Check #34955		12/29/2021	02/11/2022	02/11/2022		02/11/2022	47.01
3641-432612	Vehicles	Paid by Check #34955		12/31/2021	02/11/2022	02/11/2022		02/11/2022	141.56
3641-433276	Vehicles	Paid by Check #34955		01/03/2022	02/11/2022	02/11/2022		02/11/2022	353.21



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3641-433279	Vehicles	Paid by Check #34955		01/03/2022	02/11/2022	02/11/2022		02/11/2022	172.05
3641-433379	Vehicles	Paid by Check #34955		01/03/2022	02/11/2022	02/11/2022		02/11/2022	58.73
3641-433412	Vehicles	Paid by Check #34955		01/03/2022	02/11/2022	02/11/2022		02/11/2022	43.36
3641-433492	Vehicles	Paid by Check #34955		01/04/2022	02/11/2022	02/11/2022		02/11/2022	17.32
3641-433563	Vehicles	Paid by Check #34955		01/04/2022	02/11/2022	02/11/2022		02/11/2022	117.08
3641-433567	Vehicles	Paid by Check #34955		01/04/2022	02/11/2022	02/11/2022		02/11/2022	30.46
3641-433852	Vehicles	Paid by Check #34955		01/06/2022	02/11/2022	02/11/2022		02/11/2022	144.29
3641-433878	Vehicles	Paid by Check #34955		01/06/2022	02/11/2022	02/11/2022		02/11/2022	13.50
3641-433918	Vehicles	Paid by Check #34955		01/06/2022	02/11/2022	02/11/2022		02/11/2022	10.13
3641-434104	Vehicles	Paid by Check #34955		01/07/2022	02/11/2022	02/11/2022		02/11/2022	92.12
3641-434118	Vehicles	Paid by Check #34955		01/07/2022	02/11/2022	02/11/2022		02/11/2022	(117.08)
3641-434630	Vehicles	Paid by Check #34955		01/10/2022	02/11/2022	02/11/2022		02/11/2022	56.70
3641-434649	Vehicles	Paid by Check #34955		01/10/2022	02/11/2022	02/11/2022		02/11/2022	46.64
3641-434810	Vehicles	Paid by Check #34955		01/11/2022	02/11/2022	02/11/2022		02/11/2022	28.19
3641-434965	Vehicles	Paid by Check #34955		01/12/2022	02/11/2022	02/11/2022		02/11/2022	274.32
3641-434966	Vehicles	Paid by Check #34955		01/12/2022	02/11/2022	02/11/2022		02/11/2022	274.32
3641-434972	Vehicles	Paid by Check #34955		01/12/2022	02/11/2022	02/11/2022		02/11/2022	4.78
3641-435025	Vehicles	Paid by Check #34955		01/12/2022	02/11/2022	02/11/2022		02/11/2022	(318.32)
3641-435026	Vehicles	Paid by Check #34955		01/12/2022	02/11/2022	02/11/2022		02/11/2022	159.16
3641-435058	Vehicles	Paid by Check #34955		01/12/2022	02/11/2022	02/11/2022		02/11/2022	12.63
3641-436458	Vehicles	Paid by Check #34955		01/20/2022	02/11/2022	02/11/2022		02/11/2022	(149.76)
EB16496831	Vehicles	Paid by Check #34955		01/24/2022	02/11/2022	02/11/2022		02/11/2022	(13.29)
SC03981381	Contractual	Paid by Check #34955		01/28/2022	02/11/2022	02/11/2022		02/11/2022	4.91
3641-432694	vehicles	Paid by Check #34955		12/30/2021	02/11/2022	02/11/2022		02/11/2022	(206.48)
3641-436224	vehicles	Paid by Check #34955		01/19/2022	02/11/2022	02/11/2022		02/11/2022	159.28
3641-436559	Vehicles	Paid by Check #34955		01/21/2022	02/11/2022	02/11/2022		02/11/2022	19.62
			Vendor	392 - O'Reilly Auto Parts Totals			Invoices	32	\$1,544.75
Vendor 142 - Office Depot BSD									
223866093001	Office Supplies	Paid by Check #34956		01/25/2022	02/11/2022	02/11/2022		02/11/2022	10.62
223866280001	Office Supplies	Paid by Check #34956		01/25/2022	02/11/2022	02/11/2022		02/11/2022	110.66
224844531001	Office Supplies - Office Depot	Paid by Check #34956		01/26/2022	02/11/2022	02/11/2022		02/11/2022	110.13
225296564001	REPORT COVERS FOR WWTP	Paid by Check #34956		01/26/2022	02/11/2022	02/11/2022		02/11/2022	51.95
225296658001	Office Supplies - Office Depot	Paid by Check #34956		01/26/2022	02/11/2022	02/11/2022		02/11/2022	169.62
			Vendor	142 - Office Depot BSD Totals			Invoices	5	\$452.98
Vendor 1773 - Pace Supply Corp.									
S243977	SERVICE CHARGES	Paid by Check #34957		01/25/2022	02/11/2022	02/11/2022		02/11/2022	17.45
197300651	WATER DEPT SUPPLIES	Paid by Check #34957		01/27/2022	02/11/2022	02/11/2022		02/11/2022	450.28
			Vendor	1773 - Pace Supply Corp. Totals			Invoices	2	\$467.73
Vendor 76 - Pacific Gas & Electric									
900149822931/22	405 E El Monte Way	Paid by Check #34985		01/28/2022	02/11/2022	02/11/2022		02/11/2022	743.33



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519248951321/22	502 RD 72 TIMER	Paid by Check #34977		01/24/2022	02/11/2022	02/11/2022		02/11/2022	11.38
777130818081/22	200 S ROAD 72	Paid by Check #34981		01/24/2022	02/11/2022	02/11/2022		02/11/2022	10.52
067755042171/22	520 W SARA LN	Paid by Check #34971		01/25/2022	02/11/2022	02/11/2022		02/11/2022	13.23
543881697541/22	NEWTON & NORTHRIDGE	Paid by Check #34978		01/25/2022	02/11/2022	02/11/2022		02/11/2022	14.68
914674420581/22	DAVIS E/ALTA AVE	Paid by Check #34984		01/25/2022	02/11/2022	02/11/2022		02/11/2022	300.06
076626534141/22	1300 ROSEMARY AVE	Paid by Check #34972		01/26/2022	02/11/2022	02/11/2022		02/11/2022	68.39
134955182531/22	1300 SAGINAW AVE	Paid by Check #34973		01/26/2022	02/11/2022	02/11/2022		02/11/2022	24.06
159468019561/22	855 E EL MONTE WAY	Paid by Check #34974		01/26/2022	02/11/2022	02/11/2022		02/11/2022	186.75
360067439041/22	698 N LINCOLN AVE	Paid by Check #34975		01/26/2022	02/11/2022	02/11/2022		02/11/2022	14.53
468994256001/22	1101 VISCAYA PKWY	Paid by Check #34976		01/26/2022	02/11/2022	02/11/2022		02/11/2022	10.09
556426429401/22	PARKS	Paid by Check #34979		01/26/2022	02/11/2022	02/11/2022		02/11/2022	42.72
622008882871/22	EL MONTE & MC KINLEY	Paid by Check #34980		01/26/2022	02/11/2022	02/11/2022		02/11/2022	24.64
790546574281/22	1150 E NEBRASKA AVE	Paid by Check #34982		01/26/2022	02/11/2022	02/11/2022		02/11/2022	9.85
811658854351/22	1920 E LAUREN AVE	Paid by Check #34983		01/26/2022	02/11/2022	02/11/2022		02/11/2022	57.04
847471995151/22	ALTA & KAMME AVE	Paid by Check #34967		01/09/2022	02/11/2022	02/11/2022		02/11/2022	76.79
207327719751/22	1088 E KAMM AVE	Paid by Check #34961		01/11/2022	02/11/2022	02/11/2022		02/11/2022	875.08
134971623571/22	KAMM & GREEN	Paid by Check #34959		01/12/2022	02/11/2022	02/11/2022		02/11/2022	214.33
156188827221/22	PW	Paid by Check #34960		01/12/2022	02/11/2022	02/11/2022		02/11/2022	125.74
954874984791/22	ALTA & NEBRASKA AVE	Paid by Check #34970		01/12/2022	02/11/2022	02/11/2022		02/11/2022	69.82
640799572501/22	PW	Paid by Check #34966		01/13/2022	02/11/2022	02/11/2022		02/11/2022	679.38
917922255331/22	PW	Paid by Check #34969		01/13/2022	02/11/2022	02/11/2022		02/11/2022	910.85
338077954231/22	2007 N CRAWFORD AVE	Paid by Check #34962		01/14/2022	02/11/2022	02/11/2022		02/11/2022	561.93
886695643251/22	NW SE SW 18 16 24	Paid by Check #34968		01/18/2022	02/11/2022	02/11/2022		02/11/2022	1,465.30
0008072350 01/22	2099 W Sierra Way B	Paid by Check #34958		01/19/2022	02/11/2022	02/11/2022		02/11/2022	18.63
489591720231/22	1286 N EUCLID AVE	Paid by Check #34963		01/21/2022	02/11/2022	02/11/2022		02/11/2022	7.88
594966555031/22	6675 AVE 412	Paid by Check #34965		01/21/2022	02/11/2022	02/11/2022		02/11/2022	26.28
037563698501/22	N/E RD 76 & AVE 416	Paid by Check #34964		01/25/2022	02/11/2022	02/11/2022		02/11/2022	79.70
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	28	\$6,642.98
Vendor 7 - Pena's Disposal Services									
638866	FALL CLEAN UP 2021	Paid by Check #34986		01/21/2022	02/11/2022	02/11/2022		02/11/2022	10,484.01
641810	SOLID MIXED WASTE, YARD WASTE	Paid by Check #34986		02/01/2022	02/11/2022	02/11/2022		02/11/2022	159.52
			Vendor 7 - Pena's Disposal Services Totals				Invoices	2	\$10,643.53
Vendor 968 - Quic Shop Markets, Inc.									
10570	CAR WASH PD	Paid by Check #34987		02/01/2022	02/11/2022	02/11/2022		02/11/2022	4.00
			Vendor 968 - Quic Shop Markets, Inc. Totals				Invoices	1	\$4.00
Vendor 124 - Reedley Veterinary Hospital									
83	PD - January Service Fees & Disposal	Paid by Check #34988		02/02/2022	02/11/2022	02/11/2022		02/11/2022	543.00
			Vendor 124 - Reedley Veterinary Hospital Totals				Invoices	1	\$543.00



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Vendor 1139 - Robert E. Cendejas and Associates, Inc.									
BESTBUY.COM 4th	BESTBUY.COM 4 Qtr-21	Paid by Check #34989		02/07/2022	02/11/2022	02/11/2022		02/11/2022	242,741.53
Vendor 1139 - Robert E. Cendejas and Associates, Inc. Totals							Invoices	1	\$242,741.53
Vendor 592 - JOSEPHINE ROLDAN									
02/03/2022	CSMFO CONFERENCE-02/15/22 TO 02/18/22	Paid by Check #34990		02/03/2022	02/11/2022	02/11/2022		02/11/2022	140.00
Vendor 592 - JOSEPHINE ROLDAN Totals							Invoices	1	\$140.00
Vendor 1707 - RRM Design Group									
2415-01-1221A	Dinuba Focused General Plan Update; Leap Tasks 01, 05, & 3A	Paid by Check #34991		01/11/2022	02/11/2022	02/11/2022		02/11/2022	6,272.50
2415-01-1221B	Dinuba Focused GP SB2-Task 02 & 07	Paid by Check #34991		01/11/2022	02/11/2022	02/11/2022		02/11/2022	537.50
Vendor 1707 - RRM Design Group Totals							Invoices	2	\$6,810.00
Vendor 46 - Self Help Enterprises									
DINHMPI 12-21	DINHMPI GENERAL ADMIN December 2021	Paid by Check #34992		01/12/2022	02/11/2022	02/11/2022		02/11/2022	468.75
SUB-8	CDBG-CV2-3 SUB ASSISTANCE, GENERAL ADMIN & IMPLEMENTATION COST	Paid by Check #34992		01/14/2022	02/11/2022	02/11/2022		02/11/2022	21,373.36
Vendor 46 - Self Help Enterprises Totals							Invoices	2	\$21,842.11
Vendor 61 - Silvas Oil Company Inc.									
175292CT	January 2022	Paid by Check #34993		01/31/2022	02/11/2022	02/11/2022		02/11/2022	697.43
Vendor 61 - Silvas Oil Company Inc. Totals							Invoices	1	\$697.43
Vendor 594 - Karina Solis									
01/28/2022	CSMFO CONFERENCE-02/15/22 TO 02/18/22	Paid by Check #34994		01/28/2022	02/11/2022	02/11/2022		02/11/2022	167.00
Vendor 594 - Karina Solis Totals							Invoices	1	\$167.00
Vendor 431 - Sparkletts									
9406519 020122	Fy 21/22-Bottled wa & delivery service	Paid by Check #34995		02/01/2022	02/11/2022	02/11/2022	02/03/2022	02/11/2022	105.72
Vendor 431 - Sparkletts Totals							Invoices	1	\$105.72
Vendor 1140 - Strategic Business Locations, Inc.									
BESTBUY.COM 4th	BESTBUY.COM 4 Qtr-21	Paid by Check #34996		02/07/2022	02/11/2022	02/11/2022		02/11/2022	242,741.53
Vendor 1140 - Strategic Business Locations, Inc. Totals							Invoices	1	\$242,741.53
Vendor 1442 - Superior Pool Products, LLC									
Q2017359	CHLORINE FOR WWTP	Paid by Check #34997		12/08/2021	02/11/2022	02/11/2022		02/11/2022	255.16
Q2017375	DRUM DEPOSIT REFUND	Paid by Check #34997		12/09/2021	02/11/2022	02/11/2022		02/11/2022	(50.00)



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		Vendor	1442 - Superior Pool Products, LLC Totals			Invoices		2	\$205.16
Vendor 86 - SWRCB									
SW-0228961	SWRCB - ANN PERMIT FEE; FACILITY ID 5F54M2000228 1/1/22-12/31/22	Paid by Check #34998		01/19/2022	02/11/2022	02/11/2022		02/11/2022	10,602.00
		Vendor 86 - SWRCB Totals			Invoices		1		\$10,602.00
Vendor 189 - Terminix International									
416689963	405 E El Monte Way	Paid by Check #34999		01/11/2022	02/11/2022	02/11/2022		02/11/2022	63.00
416707821	Fy 21/22-CS-Pest control serv for rec office	Paid by Check #34999		01/05/2022	02/11/2022	02/11/2022	02/07/2022	02/11/2022	74.00
		Vendor 189 - Terminix International Totals			Invoices		2		\$137.00
Vendor 311 - Top Dog Training Center									
1483	PD - K9 Maintenance Training / Zeus & Enzo	Paid by Check #35000		02/01/2022	02/11/2022	02/11/2022		02/11/2022	180.00
1486	PD - K9 Maintenance Training / Zeus & Enzo	Paid by Check #35000		02/05/2022	02/11/2022	02/11/2022		02/11/2022	180.00
		Vendor 311 - Top Dog Training Center Totals			Invoices		2		\$360.00
Vendor 329 - Townsend Public Affairs									
18032	CONSULTING FEBRUARY 2022	Paid by Check #35001		02/01/2022	02/11/2022	02/11/2022		02/11/2022	5,000.00
		Vendor 329 - Townsend Public Affairs Totals			Invoices		1		\$5,000.00
Vendor 230 - Travelers									
02/07/2022	5991W3221 02/8/22 TO 01/25/23	Paid by Check #35002		02/07/2022	02/11/2022	02/11/2022		02/11/2022	17,577.00
		Vendor 230 - Travelers Totals			Invoices		1		\$17,577.00
Vendor 1352 - Trizetto Provider Solutions, LLC									
3U25022200	CONTRACTUAL 02/2022	Paid by Check #35003		02/01/2022	02/11/2022	02/11/2022		02/11/2022	195.60
		Vendor 1352 - Trizetto Provider Solutions, LLC Totals			Invoices		1		\$195.60
Vendor 49 - Tulare County									
01855589	PD - Special Disposal Service	Paid by Check #35004		10/06/2021	02/11/2022	02/11/2022		02/11/2022	65.12
		Vendor 49 - Tulare County Totals			Invoices		1		\$65.12
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
22-02-07	February 2022	Paid by Check #35005		02/07/2022	02/11/2022	02/11/2022		02/11/2022	6,414.84
		Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals			Invoices		1		\$6,414.84
Vendor 192 - UNUM Life Insurance Company of America									
1/01/22-2/28/22	0537123-001 0	Paid by Check #35006		01/10/2022	02/11/2022	02/11/2022		02/11/2022	11,288.66
		Vendor 192 - UNUM Life Insurance Company of America Totals			Invoices		1		\$11,288.66
Vendor 273 - US Bank									



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1903028	Inv 1903028 Land Acquisition Project Series 2012A	Paid by EFT #1884		01/17/2022	02/11/2022	02/11/2022		02/11/2022	6,000.00
1903813	Inv 1903813 2012 WW	Paid by EFT #1879		01/18/2022	02/11/2022	02/11/2022		02/11/2022	113,093.75
1903817	Inv 1903817 PW projects Issue of 2012	Paid by EFT #1877		01/18/2022	02/11/2022	02/11/2022		02/11/2022	135,487.50
1903818	Inv 1903818 2016 Measure R	Paid by EFT #1880		01/18/2022	02/11/2022	02/11/2022		02/11/2022	87,075.00
1903822	Inv 1903822 2015 Successor	Paid by EFT #1883		01/18/2022	02/11/2022	02/11/2022		02/11/2022	236,190.63
1903823	Inv 1903823 2014 Successor	Paid by EFT #1878		01/18/2022	02/11/2022	02/11/2022		02/11/2022	275,625.00
1903824	Inv 1903824 2012 Successor	Paid by EFT #1881		01/18/2022	02/11/2022	02/11/2022		02/11/2022	26,206.25
1903826	Inv 1903826 2017 Successor	Paid by EFT #1882		01/18/2022	02/11/2022	02/11/2022		02/11/2022	324,143.75
8693601312205	VOYAGER JANUARY 2022	Paid by Check #35007		01/24/2022	02/11/2022	02/11/2022		02/11/2022	74.60
463660274	ACCT# 530029 - PW COPIER CHARGES	Paid by Check #35008		01/26/2022	02/11/2022	02/11/2022		02/11/2022	795.06
			Vendor 273 - US Bank Totals				Invoices	10	\$1,204,691.54
Vendor 1382 - XiO, Inc.									
201208560	MONTHLY PAYMENT FOR PHASE II	Paid by Check #35009		02/01/2022	02/11/2022	02/11/2022		02/11/2022	1,967.79
			Vendor 1382 - XiO, Inc. Totals				Invoices	1	\$1,967.79
Vendor 1067 - Yamabe & Horn Engineering Inc.									
475234	Y&H City Projects Eng Support	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	11,179.75
475236	Y&H WWTP Improv Clarifier	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	75.00
475238	Y&H Well No. 21	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	2,745.00
475240	Y&H Commercial Projects Eng. Support	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	5,399.00
475244	Y&H Subdivision Engineering Support	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	9,218.00
475249	Y&H College Ave SJVR	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	2,132.00
475250	Y&H Alta Nebraska ROW	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	3,639.00
475251	Y&H Alta Nebraska CM and PII	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	26,430.00
475252	Y&H FY 21/22 Building Official	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	4,700.00
475253	Y&H FY 21/22 Encroachment Permit	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	8,784.00
475254	Y&H FY 21/22 Engineering Services	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	13,266.35
475255	Y&H Habit Burger	Paid by Check #35010		01/14/2022	02/11/2022	02/11/2022		02/11/2022	1,447.50
			Vendor 1067 - Yamabe & Horn Engineering Inc. Totals				Invoices	12	\$89,015.60
Vendor 209 - Zweigle Septic Service									
36464	Fy 21/22-Parks-Potty rental/service @ Entert Plaza	Paid by Check #35011		01/31/2022	02/11/2022	02/11/2022	01/31/2022	02/11/2022	370.00
			Vendor 209 - Zweigle Septic Service Totals				Invoices	1	\$370.00
Vendor UnitedHealthcare									



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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
02/03/2022	Overpayment Run #21-2713	Paid by Check #35012		02/03/2022	02/11/2022	02/11/2022		02/11/2022	146.60
			Vendor	UnitedHealthcare Totals		Invoices	1		\$146.60
				Grand Totals		Invoices	362		\$2,481,601.09



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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 385 - 4 Creeks, Inc.									
23898	4 Creeks Kamm and Alta Roundabout Project	Paid by Check #35028		02/10/2022	02/18/2022	02/18/2022		02/18/2022	4,048.63
		Vendor 385 - 4 Creeks, Inc. Totals				Invoices	1		\$4,048.63
Vendor 1143 - AAA Quality Services, Inc.									
00321055	Fy 21/22-Parks-Potty rental/service @ Centennial park	Paid by Check #35029		02/12/2022	02/18/2022	02/18/2022	02/14/2022	02/18/2022	258.13
00321056	Fy 21/22-Parks-Potty rental/service @ Nebraska park	Paid by Check #35029		02/12/2022	02/18/2022	02/18/2022	02/14/2022	02/18/2022	280.13
		Vendor 1143 - AAA Quality Services, Inc. Totals				Invoices	2		\$538.26
Vendor 263 - Advantek Benefit Administrators									
02/11/2022	Miscellaneous	Paid by Check #35030		02/11/2022	02/18/2022	02/18/2022		02/18/2022	5,161.21
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	1		\$5,161.21
Vendor 1599 - Adventist Health Toxicology									
1608	PD - Toxicology Service	Paid by Check #35031		02/03/2022	02/18/2022	02/18/2022		02/18/2022	352.00
		Vendor 1599 - Adventist Health Toxicology Totals				Invoices	1		\$352.00
Vendor 372 - Aecom USA, Inc.									
2000590003	2020 UWMP; PROJECT NUMBER 60664187	Paid by Check #35032		02/09/2022	02/18/2022	02/18/2022		02/18/2022	1,890.00
2000590608	AECOM Euclid Saginaw Basin	Paid by Check #35032		02/09/2022	02/18/2022	02/18/2022		02/18/2022	10,250.00
		Vendor 372 - Aecom USA, Inc. Totals				Invoices	2		\$12,140.00
Vendor 351 - Anthem Blue Cross									
000223240692	CANALES 530M82834	Paid by Check #35034		02/05/2022	02/18/2022	02/18/2022		02/18/2022	92.00
000223251302	ROBERTS 102A78783	Paid by Check #35036		02/05/2022	02/18/2022	02/18/2022		02/18/2022	92.00
000223565827	CANALES 920M82828	Paid by Check #35033		02/07/2022	02/18/2022	02/18/2022		02/18/2022	770.31
000223576652	ROBERTS 210A78781	Paid by Check #35035		02/07/2022	02/18/2022	02/18/2022		02/18/2022	832.71
		Vendor 351 - Anthem Blue Cross Totals				Invoices	4		\$1,787.02
Vendor 21 - Aramark Uniform Services Inc.									
503000472750	Fy 21/22-Parks-Uniform services for week of 02/9/2022	Paid by Check #35037		02/09/2022	02/18/2022	02/18/2022	02/10/2022	02/18/2022	48.76
		Vendor 21 - Aramark Uniform Services Inc. Totals				Invoices	1		\$48.76
Vendor 145 - Arbitrage Compliance Specialists									
G7389	Series 2011AB, 2016A & 2017	Paid by Check #35038		11/16/2021	02/18/2022	02/18/2022		02/18/2022	4,150.00
		Vendor 145 - Arbitrage Compliance Specialists Totals				Invoices	1		\$4,150.00
Vendor 17 - AT&T									
238451821402/22	Telephone	Paid by Check #35048		02/07/2022	02/18/2022	02/18/2022		02/18/2022	69.09
939105447602/22	Telephone	Paid by Check #35043		02/10/2022	02/18/2022	02/18/2022		02/18/2022	22.17



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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
939105446102/22	Telephone	Paid by Check #35046		02/11/2022	02/18/2022	02/18/2022		02/18/2022	22.16
939105446602/22	Telephone	Paid by Check #35044		02/11/2022	02/18/2022	02/18/2022		02/18/2022	22.17
939105446702/22	Telephone	Paid by Check #35045		02/11/2022	02/18/2022	02/18/2022		02/18/2022	42.63
939105475602/22	Telephone	Paid by Check #35047		02/11/2022	02/18/2022	02/18/2022		02/18/2022	383.36
9391054470 2/22	2/10/2022	Paid by Check #35040		02/11/2022	02/18/2022	02/18/2022		02/18/2022	22.16
9391054471 2/22	2/10/20022	Paid by Check #35041		02/11/2022	02/18/2022	02/18/2022		02/18/2022	46.52
9391054479 2/22	2/10/2022	Paid by Check #35042		02/11/2022	02/18/2022	02/18/2022		02/18/2022	22.16
9391054742 2/22	2/10/2022	Paid by Check #35039		02/11/2022	02/18/2022	02/18/2022		02/18/2022	109.05
Vendor 17 - AT&T Totals							Invoices	10	\$761.47
Vendor 1044 - AutoZone, Inc.									
2833347472	Bus 12 Electric Cooling Fan	Paid by Check #35049		06/03/2021	02/18/2022	02/18/2022		02/18/2022	51.53
2833347547	Bus 12 Electric Cooling Fan	Paid by Check #35049		06/03/2021	02/18/2022	02/18/2022		02/18/2022	51.53
Vendor 1044 - AutoZone, Inc. Totals							Invoices	2	\$103.06
Vendor 80 - California Business Machines									
290556	PD - Copiers Maintenance Charges	Paid by Check #35050		02/10/2022	02/18/2022	02/18/2022		02/18/2022	363.23
Vendor 80 - California Business Machines Totals							Invoices	1	\$363.23
Vendor 725 - CDW Government									
R864458	PD - Harddrive (1TB) Training Room & Sgt. Vela / C. Brooks	Paid by Check #35051		02/07/2022	02/18/2022	02/18/2022		02/18/2022	241.65
Vendor 725 - CDW Government Totals							Invoices	1	\$241.65
Vendor 381 - Cen Cal Distributing Inc.									
275463	01/01/2022	Paid by Check #35052		01/31/2022	02/18/2022	02/18/2022		02/18/2022	3.50
275464	01/10/2022	Paid by Check #35052		01/31/2022	02/18/2022	02/18/2022		02/18/2022	45.00
Vendor 381 - Cen Cal Distributing Inc. Totals							Invoices	2	\$48.50
Vendor 333 - Cintas Corporation No. 2									
4109496667	PD - Janitorial Supplies	Paid by Check #35053		02/02/2022	02/18/2022	02/18/2022		02/18/2022	58.13
Vendor 333 - Cintas Corporation No. 2 Totals							Invoices	1	\$58.13
Vendor 240 - Clean Cut Landscape Management Inc.									
3428	Landscaping January 2022	Paid by Check #35054		01/31/2022	02/18/2022	02/18/2022		02/18/2022	17,979.00
Vendor 240 - Clean Cut Landscape Management Inc. Totals							Invoices	1	\$17,979.00
Vendor 1238 - Coleman & Horowitz, LLP									
453975	Eagle Fire and Water Restoration, Inc.	Paid by Check #35055		12/31/2021	02/18/2022	02/18/2022		02/18/2022	15,976.70
Vendor 1238 - Coleman & Horowitz, LLP Totals							Invoices	1	\$15,976.70
Vendor 170 - Comcast									
0135597 02/02/22	405 E El Monte Way	Paid by Check #35056		02/02/2022	02/18/2022	02/18/2022		02/18/2022	69.48



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0160181 02/07/22	1088 E KAMM AVE	Paid by Check #35057		02/07/2022	02/18/2022	02/18/2022		02/18/2022	32.16
Vendor 170 - Comcast Totals									\$101.64
Invoices 2									
Vendor 720 - Dell Marketing L.P.									
47231809	FD - Dell Latitude 7420 BTX	Paid by Check #35058		01/18/2022	02/18/2022	02/18/2022		02/18/2022	1,604.93
Vendor 720 - Dell Marketing L.P. Totals									\$1,604.93
Invoices 1									
Vendor 30 - Dinuba Chamber of Commerce									
06011269	Annual Banquet Sponsorship	Paid by Check #35059		02/14/2022	02/18/2022	02/18/2022		02/18/2022	500.00
Vendor 30 - Dinuba Chamber of Commerce Totals									\$500.00
Invoices 1									
Vendor 200 - Dinuba Unified School District									
1712	DSC Senior Lunches - Jan. 2022	Paid by Check #35060		02/04/2022	02/18/2022	02/18/2022		02/18/2022	5,005.00
Vendor 200 - Dinuba Unified School District Totals									\$5,005.00
Invoices 1									
Vendor 1506 - Enterprise FM Trust									
FBN4398768	Fy 21/22-Parks/L&L-Leased truck payments	Paid by Check #35061		02/03/2022	02/18/2022	02/18/2022	02/11/2022	02/18/2022	1,802.72
Vendor 1506 - Enterprise FM Trust Totals									\$1,802.72
Invoices 1									
Vendor 1793 - FailSafe Testing LLC									
12006	Repairs	Paid by Check #35062		02/08/2022	02/18/2022	02/18/2022		02/18/2022	223.20
Vendor 1793 - FailSafe Testing LLC Totals									\$223.20
Invoices 1									
Vendor 18 - The Gas Company									
0990155800802/22	405 E El Monte Way	Paid by Check #35068		02/08/2022	02/18/2022	02/18/2022		02/18/2022	709.68
15571580420 2/22	January 2022	Paid by Check #35065		02/08/2022	02/18/2022	02/18/2022		02/18/2022	315.24
126315560032/22	DSC - Gas Co. 1/5 - 2/4/2022	Paid by Check #35063		02/08/2022	02/18/2022	02/18/2022		02/18/2022	540.19
1830985449702/22	PD - 01/05/2022 - 02/04/2022	Paid by Check #35064		02/08/2022	02/18/2022	02/18/2022		02/18/2022	280.64
	Billing Charges								
086574247122/22	1088 E KAMM AVE	Paid by Check #35066		02/07/2022	02/18/2022	02/18/2022		02/18/2022	5,179.33
164115670072/22	110 S COLLEGE AVE	Paid by Check #35067		02/08/2022	02/18/2022	02/18/2022		02/18/2022	44.56
Vendor 18 - The Gas Company Totals									\$7,069.64
Invoices 6									
Vendor 712 - GLS US									
4635438	Postage	Paid by Check #35069		01/31/2022	02/18/2022	02/18/2022		02/18/2022	7.40
Vendor 712 - GLS US Totals									\$7.40
Invoices 1									
Vendor 680 - Ismael Hernandez									
02/11/2022	Refund 457 account	Paid by Check #35070		02/11/2022	02/18/2022	02/18/2022		02/18/2022	530.59
Vendor 680 - Ismael Hernandez Totals									\$530.59
Invoices 1									
Vendor 1806 - SERGIO HERNANDEZ									
Medic Program	Medic Course Reimbursement	Paid by Check #35071		02/15/2022	02/18/2022	02/18/2022		02/18/2022	9,972.58
Vendor 1806 - SERGIO HERNANDEZ Totals									\$9,972.58
Invoices 1									



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Vendor 1150 - Hoffman Security									
550099	DSC - Security Monitoring	Paid by Check #35072		11/20/2021	02/18/2022	02/18/2022		02/18/2022	105.00
554138	DSC - Security Monitoring	Paid by Check #35072		12/20/2021	02/18/2022	02/18/2022		02/18/2022	105.00
Vendor 1150 - Hoffman Security Totals							Invoices	2	\$210.00
Vendor 174 - Howard's Pest Control									
102072	Customer No. KA1088	Paid by Check #35073		01/05/2022	02/18/2022	02/18/2022		02/18/2022	135.00
Vendor 174 - Howard's Pest Control Totals							Invoices	1	\$135.00
Vendor 974 - InfoSend, Inc.									
206301	Utility Print and Postage	Paid by Check #35074		01/31/2022	02/18/2022	02/18/2022		02/18/2022	365.70
Vendor 974 - InfoSend, Inc. Totals							Invoices	1	\$365.70
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc.									
134522	12/2021	Paid by Check #35075		01/11/2022	02/18/2022	02/18/2022		02/18/2022	2,424.34
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc. Totals							Invoices	1	\$2,424.34
Vendor 318 - Kingsburg Veterinary Clinic									
617306	PD - Veterinary Services	Paid by Check #35076		10/31/2021	02/18/2022	02/18/2022		02/18/2022	257.20
620197B	PD - Veterinary Services	Paid by Check #35076		12/17/2021	02/18/2022	02/18/2022		02/18/2022	648.75
Vendor 318 - Kingsburg Veterinary Clinic Totals							Invoices	2	\$905.95
Vendor 449 - Les Schwab Tire Centers of Central California									
55100267181	TIRE FOR E 02	Paid by Check #35077		11/15/2021	02/18/2022	02/18/2022		02/18/2022	386.74
55100271758	Repairs/Maintenance	Paid by Check #35077		01/12/2022	02/18/2022	02/18/2022		02/18/2022	236.81
Vendor 449 - Les Schwab Tire Centers of Central California Totals							Invoices	2	\$623.55
Vendor 89 - Liebert Cassidy Whitmore									
205441B	Legal Services September 2021	Paid by Check #35078		09/30/2021	02/18/2022	02/18/2022		02/18/2022	6,000.00
Vendor 89 - Liebert Cassidy Whitmore Totals							Invoices	1	\$6,000.00
Vendor 160 - Mid Valley Publishing Inc.									
0325008-IN	DUSD ANNEXATION	Paid by Check #35079		01/13/2022	02/18/2022	02/18/2022		02/18/2022	217.50
0325009-IN	2021-04 ORDINANCE SUMMARY	Paid by Check #35079		01/13/2022	02/18/2022	02/18/2022		02/18/2022	105.00
0325067-IN	2021 CDBG Grand Admin Notice	Paid by Check #35079		01/27/2022	02/18/2022	02/18/2022		02/18/2022	165.00
Vendor 160 - Mid Valley Publishing Inc. Totals							Invoices	3	\$487.50
Vendor 22 - Moore Twining Associates Inc.									
2367451	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #35080		02/10/2022	02/18/2022	02/18/2022		02/18/2022	88.00
2367452	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #35080		02/10/2022	02/18/2022	02/18/2022		02/18/2022	70.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	2	\$158.00
Vendor 88 - Municipal Maintenance Equipment Inc.									



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0167156-IN	REPAIR PARTS FOR T 17	Paid by Check #35081		01/31/2022	02/18/2022	02/18/2022		02/18/2022	77.94
0167239-IN	REPAIR PART FOR T 17	Paid by Check #35081		01/31/2022	02/18/2022	02/18/2022		02/18/2022	773.87
0167240-IN	REPAIR PART FOR T 17	Paid by Check #35081		01/31/2022	02/18/2022	02/18/2022		02/18/2022	1,001.77
0167320-IN	REPAIR PART FOR T 20	Paid by Check #35081		02/04/2022	02/18/2022	02/18/2022		02/18/2022	101.29
Vendor 88 - Municipal Maintenance Equipment Inc. Totals								Invoices 4	\$1,954.87
Vendor 248 - Nyal Carver - Rock									
01242022	The Rock Yard	Paid by Check #35082		01/24/2022	02/18/2022	02/18/2022		02/18/2022	4,900.00
Vendor 248 - Nyal Carver - Rock Totals								Invoices 1	\$4,900.00
Vendor 76 - Pacific Gas & Electric									
233750151141/22	250 W SAGINAW AVE	Paid by Check #35122		01/28/2022	02/18/2022	02/18/2022		02/18/2022	28.09
962476921952/22	225 S L ST	Paid by Check #35123		02/07/2022	02/18/2022	02/18/2022		02/18/2022	143.73
502221469091.22	PARKSIDE VILLAGE PHASE I	Paid by Check #35089		01/20/2022	02/18/2022	02/18/2022		02/18/2022	211.56
497903928041/22	DSC - Electricity 12/27/21 - 1/25/22	Paid by Check #35083		01/26/2022	02/12/2022	02/11/2022		02/18/2022	851.70
24595241571122	NORTHRIDGE W/EATON	Paid by Check #35086		01/28/2022	02/18/2022	02/18/2022		02/18/2022	27.79
678266701751/22	ALICE & W NORTH WAY	Paid by Check #35088		01/30/2022	02/18/2022	02/18/2022		02/18/2022	92.46
575149843761/22	139 N K ST	Paid by Check #35087		01/31/2022	02/18/2022	02/18/2022		02/18/2022	45.78
6870376077402/22	PD - 01/06/2022 - 02/06/20022	Paid by Check #35085		02/07/2022	02/18/2022	02/18/2022		02/18/2022	29.14
	Billing Charges								
5683054506902/22	PD - 01/06/2022 - 02/06/2022	Paid by Check #35084		02/08/2022	02/18/2022	02/18/2022		02/18/2022	4,227.95
	Billing Charges								
091507817801/22	PW	Paid by Check #35092		01/13/2022	02/18/2022	02/18/2022		02/18/2022	1,162.24
723267973791/22	PW	Paid by Check #35108		01/13/2022	02/18/2022	02/18/2022		02/18/2022	13,690.88
674421567811/22	6675 AVE 412	Paid by Check #35106		01/19/2022	02/18/2022	02/18/2022		02/18/2022	2,815.82
041816753171/22	RD 72 & W SIERRA WAY	Paid by Check #35090		01/26/2022	02/18/2022	02/18/2022		02/18/2022	231.19
058483210131/22	NE CRAWFORD & GERALD	Paid by Check #35116		01/26/2022	02/18/2022	02/18/2022		02/18/2022	84.57
323048378371/22	S/E COR HAYES & GERALD	Paid by Check #35098		01/26/2022	02/18/2022	02/18/2022		02/18/2022	9.85
459224718961/22	111 N HAYES AVE	Paid by Check #35100		01/26/2022	02/18/2022	02/18/2022		02/18/2022	30.09
588309194011/22	188 N L ST	Paid by Check #35111		01/26/2022	02/18/2022	02/18/2022		02/18/2022	30.14
837649722671/22	S/E COR NEWTON & DAVIS	Paid by Check #35110		01/26/2022	02/18/2022	02/18/2022		02/18/2022	13.10
896878734581/22	651 W SAGINAW AVE	Paid by Check #35115		01/26/2022	02/18/2022	02/18/2022		02/18/2022	183.04
949217492251/22	1315 N EUCLID AVE	Paid by Check #35119		01/26/2022	02/18/2022	02/18/2022		02/18/2022	9.85
475197165681/22	HAYES & EDWARDS	Paid by Check #35101		01/27/2022	02/18/2022	02/18/2022		02/18/2022	33.43
477215765291/22	ALTA & EL MONTE WAY	Paid by Check #35120		01/27/2022	02/18/2022	02/18/2022		02/18/2022	147.90
493969444871/22	110 S COLLEGE AVE	Paid by Check #35102		01/27/2022	02/18/2022	02/18/2022		02/18/2022	11.23
535548886271/22	912 N ALTA @SAGINAW & ALTA	Paid by Check #35121		01/27/2022	02/18/2022	02/18/2022		02/18/2022	59.90
565766708991/22	NW COR ALICE & W EL MONTE WAY	Paid by Check #35105		01/27/2022	02/18/2022	02/18/2022		02/18/2022	77.77
665766702521/22	NW COR ALTA & RD 80	Paid by Check #35104		01/27/2022	02/18/2022	02/18/2022		02/18/2022	60.13
864715010301/22	ON E EL MONTE WAY & PERRY	Paid by Check #35114		01/27/2022	02/18/2022	02/18/2022		02/18/2022	56.77
168660015851/22	2255 W EL MONTE WAY	Paid by Check #35094		01/28/2022	02/18/2022	02/18/2022		02/18/2022	56.23



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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
212523687131/22	1215 W EL MONTE WAY	Paid by Check #35095		01/28/2022	02/18/2022	02/18/2022		02/18/2022	32.20
245914958171/22	SW SW 7-16-24	Paid by Check #35096		01/28/2022	02/18/2022	02/18/2022		02/18/2022	9,201.13
312018483271/22	7387 W SIERRA WAY AVE	Paid by Check #35097		01/28/2022	02/18/2022	02/18/2022		02/18/2022	1,473.48
335464179661/22	KAMM & O ST	Paid by Check #35099		01/28/2022	02/18/2022	02/18/2022		02/18/2022	100.64
506469548391/22	CRAWFORD & EL MONTE SW	Paid by Check #35103		01/28/2022	02/18/2022	02/18/2022		02/18/2022	94.53
821880068191/22	2099 W SIERRA WAY B	Paid by Check #35109		01/28/2022	02/18/2022	02/18/2022		02/18/2022	361.56
839793222581/22	3481 W EL MONTE WAY	Paid by Check #35112		01/28/2022	02/18/2022	02/18/2022		02/18/2022	33.98
898192338781/22	150 W SAGINAW AVE	Paid by Check #35117		01/28/2022	02/18/2022	02/18/2022		02/18/2022	56.01
923705812631/22	2813 W EL MONTE WAY	Paid by Check #35118		01/28/2022	02/18/2022	02/18/2022		02/18/2022	31.66
057129638251/22	PW	Paid by Check #35091		01/30/2022	02/18/2022	02/18/2022		02/18/2022	105.50
141629409451/22	389 W EL MONTE WAY	Paid by Check #35093		01/30/2022	02/18/2022	02/18/2022		02/18/2022	59.94
714934640941/22	EUCLID S/LINDARA WELL #18	Paid by Check #35107		01/31/2022	02/18/2022	02/18/2022		02/18/2022	2,730.76
863399039981/22	WELL #14 SIERRA WAY	Paid by Check #35113		01/31/2022	02/18/2022	02/18/2022		02/18/2022	24.64
			Vendor	76 - Pacific Gas & Electric Totals			Invoices	41	\$38,728.36
Vendor 7 - Pena's Disposal Services									
2/22 for 1/22	January 2022 Monthly Disposal Charges	Paid by Check #35124		02/15/2022	02/18/2022	02/18/2022		02/18/2022	128,076.17
March 2022	March 2022 Contract Disposal Payment	Paid by Check #35124		03/01/2022	02/18/2022	02/18/2022		02/18/2022	60,000.00
			Vendor	7 - Pena's Disposal Services Totals			Invoices	2	\$188,076.17
Vendor 39 - Pioneer Equipment Company									
AP65628	REPAIR PARTS FOR WWTP MOWER	Paid by Check #35125		01/31/2022	02/18/2022	02/18/2022		02/18/2022	646.54
			Vendor	39 - Pioneer Equipment Company Totals			Invoices	1	\$646.54
Vendor 800 - San Joaquin Valley Railroad Co.									
182785	CROSSING MAINT FEE - 3/1/2022 - 2/28/2023	Paid by Check #35126		02/01/2022	02/18/2022	02/18/2022		02/18/2022	3,756.49
			Vendor	800 - San Joaquin Valley Railroad Co. Totals			Invoices	1	\$3,756.49
Vendor 42 - Scout Specialties									
152491	FLEET SUPPLIES	Paid by Check #35127		02/02/2022	02/18/2022	02/18/2022		02/18/2022	17.90
			Vendor	42 - Scout Specialties Totals			Invoices	1	\$17.90
Vendor 1691 - Silver & Wright LLP									
29024	Legal Services (lawyers)	Paid by Check #35128		02/01/2022	02/18/2022	02/18/2022		02/18/2022	173.60
			Vendor	1691 - Silver & Wright LLP Totals			Invoices	1	\$173.60
Vendor 361 - SJVAPCD									
S162039	22/23 ANNUAL PERMIT - FACILITY ID S6931, SIERRA WAY	Paid by Check #35129		01/30/2022	02/18/2022	02/18/2022		02/18/2022	731.00
			Vendor	361 - SJVAPCD Totals			Invoices	1	\$731.00



Accounts Payable Invoice Report

Payment Date Range 02/12/22 - 02/18/22

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 1396 - Social Vocational Services, Inc.									
40A2204-IN	Fy 21/22-Parks-Grounds maint for Jan. 2022	Paid by Check #35130		01/31/2022	02/18/2022	02/18/2022	02/09/2022	02/18/2022	1,734.38
		Vendor 1396 - Social Vocational Services, Inc. Totals				Invoices	1		<u>\$1,734.38</u>
Vendor 121 - State of California									
01/31/2022	GEMIT AUDIT FY 14/15	Paid by Check #35131		01/31/2022	02/18/2022	02/18/2022		02/18/2022	15,126.02
		Vendor 121 - State of California Totals				Invoices	1		<u>\$15,126.02</u>
Vendor 86 - SWRCB									
31025 T2 JMEDINA	JUAN MEDINA - CERTIFICATION RENEWAL	Paid by Check #35132		02/14/2022	02/18/2022	02/18/2022		02/18/2022	60.00
		Vendor 86 - SWRCB Totals				Invoices	1		<u>\$60.00</u>
Vendor 1082 - 3R Construction or The Island Convention Center									
005022	3R Sunset	Paid by Check #35133		01/11/2022	02/18/2022	02/18/2022		02/18/2022	10,210.00
		Vendor 1082 - 3R Construction or The Island Convention Center Totals				Invoices	1		<u>\$10,210.00</u>
Vendor 1304 - TJKM									
0052208	TJKM Roadway Segment Safety Impr. Design	Paid by Check #35134		01/31/2022	02/18/2022	02/18/2022		02/18/2022	3,584.17
		Vendor 1304 - TJKM Totals				Invoices	1		<u>\$3,584.17</u>
Vendor 1787 - Jesus Torres									
GRD 2 EXAM JT	GRADE II RE EXAM REIMBURSEMENT	Paid by Check #35135		02/14/2022	02/18/2022	02/18/2022		02/18/2022	110.00
		Vendor 1787 - Jesus Torres Totals				Invoices	1		<u>\$110.00</u>
Vendor 902 - Tractor Supply Credit Plan									
0027 02/2022	PD - Supplies	Paid by Check #35136		01/30/2022	02/18/2022	02/18/2022		02/18/2022	192.52
		Vendor 902 - Tractor Supply Credit Plan Totals				Invoices	1		<u>\$192.52</u>
Vendor 230 - Travelers									
01/25/2022	0107012692	Paid by Check #35137		02/07/2022	02/18/2022	02/18/2022		02/18/2022	661.00
		Vendor 230 - Travelers Totals				Invoices	1		<u>\$661.00</u>
Vendor 296 - Tulare Kings Veterinary Emergency									
164643	PD - Emergency Services	Paid by Check #35138		02/13/2022	02/18/2022	02/18/2022		02/18/2022	127.48
		Vendor 296 - Tulare Kings Veterinary Emergency Totals				Invoices	1		<u>\$127.48</u>
Vendor 273 - US Bank									
463660340	Copier Lease 01/20/2022 - 02/20/2022	Paid by Check #35139		01/26/2022	02/18/2022	02/18/2022		02/18/2022	2,463.38
		Vendor 273 - US Bank Totals				Invoices	1		<u>\$2,463.38</u>
Vendor 154 - USA Bluebook									



Accounts Payable Invoice Report

Payment Date Range 02/12/22 - 02/18/22
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
866643	WATER DEPT SUPPLIES	Paid by Check #35140		02/02/2022	02/18/2022	02/18/2022		02/18/2022	2,862.87
866922	WATER DEPT SUPPLIES	Paid by Check #35140		02/02/2022	02/18/2022	02/18/2022		02/18/2022	52.77
866923	Supplies	Paid by Check #35140		02/02/2022	02/18/2022	02/18/2022		02/18/2022	94.43
868138	WATER DEPT SUPPLIES	Paid by Check #35140		02/03/2022	02/18/2022	02/18/2022		02/18/2022	522.21
			Vendor 154 - USA Bluebook Totals				Invoices	4	\$3,532.28
Vendor 359 - Valero Marketing & Supply Company									
78343971	PD - 01/07/2022 - 02/06/2022 Fuel Charges	Paid by Check #35141		02/06/2022	02/18/2022	02/18/2022		02/18/2022	8,732.59
			Vendor 359 - Valero Marketing & Supply Company Totals				Invoices	1	\$8,732.59
Vendor 286 - Valley Uniform Center									
29779-1	Hernandez, Saulo	Paid by Check #35142		12/20/2021	02/18/2022	02/18/2022		02/18/2022	88.96
030210-1	Hernandez, Sergio	Paid by Check #35142		01/03/2022	02/18/2022	02/18/2022		02/18/2022	480.60
030357-1	Hernandez, Saulo	Paid by Check #35142		01/06/2022	02/18/2022	02/18/2022		02/18/2022	565.30
030459-1	Hernandez, Sergio	Paid by Check #35142		01/10/2022	02/18/2022	02/18/2022		02/18/2022	223.49
030844-1	Bear	Paid by Check #35142		01/21/2022	02/18/2022	02/18/2022		02/18/2022	216.97
031014-1	Bear	Paid by Check #35142		01/27/2022	02/18/2022	02/18/2022		02/18/2022	844.09
031156-1	Scheer	Paid by Check #35142		02/02/2022	02/18/2022	02/18/2022		02/18/2022	213.72
031335-1	Garcia	Paid by Check #35142		02/05/2022	02/18/2022	02/18/2022		02/18/2022	229.98
031347-1	Scheer	Paid by Check #35142		02/07/2022	02/18/2022	02/18/2022		02/18/2022	212.64
			Vendor 286 - Valley Uniform Center Totals				Invoices	9	\$3,075.75
Vendor 403 - Visalia Times-Delta									
TD0054706	PD - 02/01/2022 - 02/28/2022 Service	Paid by Check #35143		02/01/2022	02/18/2022	02/18/2022		02/18/2022	34.00
			Vendor 403 - Visalia Times-Delta Totals				Invoices	1	\$34.00
Vendor 14 - W & E Electric									
2201008	CHECK PARKING LOT LIGHTS	Paid by Check #35144		01/05/2022	02/18/2022	02/18/2022		02/18/2022	216.80
2201009	CHECK 2 HEATERS AT CITY YARD	Paid by Check #35144		01/06/2022	02/18/2022	02/18/2022		02/18/2022	100.00
2201010	CHECK CONTROL FOR SUMP PUMP - WWTP	Paid by Check #35144		01/06/2022	02/18/2022	02/18/2022		02/18/2022	103.47
2201109	MAKE UP AERATOR MOTORS #6, #3, #1	Paid by Check #35144		01/25/2022	02/18/2022	02/18/2022		02/18/2022	424.84
2201110	CHECK AERATOR MOTORS ON #6, #3, #1	Paid by Check #35144		01/26/2022	02/18/2022	02/18/2022		02/18/2022	350.00
			Vendor 14 - W & E Electric Totals				Invoices	5	\$1,195.11
Vendor 209 - Zweigle Septic Service									
36499	PD - Hand-Wash Station	Paid by Check #35145		02/14/2022	02/18/2022	02/18/2022		02/18/2022	75.00
			Vendor 209 - Zweigle Septic Service Totals				Invoices	1	\$75.00
Vendor Yazmin Ambriz									



Accounts Payable Invoice Report

Payment Date Range 02/12/22 - 02/18/22
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
Refund fees	Fy 21/22-Refund on Baseball sponsorship-Rookies League	Paid by Check #35146		02/10/2022	02/18/2022	02/18/2022	02/10/2022	02/18/2022	242.00
Vendor Yazmin Ambriz Totals									Invoices 1
									\$242.00
Vendor Shawn Garrison									
Refund fees	Fy 19/20-Sports-BB Season cancelled due to Covid-19	Paid by Check #35147		04/09/2020	05/01/2020	05/01/2020	04/09/2020	02/18/2022	85.00
Vendor Shawn Garrison Totals									Invoices 1
									\$85.00
Vendor Ray Rodriguez									
Refund fees	Fy 19/20-Sports-BB Season cancelled due to Covid-19	Paid by Check #35148		04/01/2020	05/01/2020	05/01/2020	04/01/2020	02/18/2022	91.00
Vendor Ray Rodriguez Totals									Invoices 1
									\$91.00
Grand Totals							Invoices 150		\$392,201.97

RECORDING REQUESTED
AND RETURN TO:

CITY OF DINUBA
PUBLIC WORKS DEPARTMENT
405 E. EL MONTE WAY
DINUBA, CA 93618

No Fee per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HERE BY GIVEN:

1. That the City of Dinuba, a Municipal Corporation, whose address is 405 E. El Monte Way, Dinuba, California, is the owner of the real property, public works or structure hereinafter described.
2. That on the 22nd of December 2021, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.
3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is Agee Construction Corporation. The surety is Liberty Mutual Insurance Company 450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19462.
4. That the real property or public works or structure is described as follows:

**City of Dinuba
North Dinuba Infrastructure Improvements Project
Federal Project No. 20-CDBG-12005 and Federal Project No. 20-CDBG-12006**

The project consisted of the installation of sanitary sewer and storm drain facilities on Alta Ave (Road 80) from Nebraska Ave (Avenue 424) to Western Sky Mobile Home Park. Griggs Ave included the construction of asphalt concrete pavement, installation of streetlights, landscape & irrigation, concrete curb & gutter, sidewalk, curb ramps, and drive approaches, as well as the construction of a neighborhood park with underground storm water chambers, and other various site improvements.

5. That the Nature of the owner's interest or estate is: In Fee

Dated: _____, 2022

CITY OF DINUBA
A Municipal Corporation

By _____
Derek Lapsley, PE Dinuba City Engineer

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

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2022, by
Derek Lapsley, City Engineer of the City of Dinuba, a Municipal Corporation, proved to me on
the basis of satisfactory evidence to be the person who appeared before me.

Notary Public in and for the County of Tulare,
State of California



City Council Staff Report

Department: PUBLIC WORKS

February 22, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: Karl Schoettler, City Planning Consultant

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.

EXECUTIVE SUMMARY

Dinuba Unified School District has been planning to construct a new high school campus on the Southwest corner of Alta Ave. and Kamm Ave., and plans to break ground on the project in April of this year. Resolution No. 2022-07-10 constitute a series of actions and approvals enabling construction and operation of the new high school. Approvals being requested include amendment of the City's Sphere of Influence boundary, Annexation of the site in to the City of Dinuba, Amendment of the Site's General Plan land use designation, rezoning, and approval of a Public Improvement Agreement between the City and School District.

OUTSTANDING ISSUES

None.

DISCUSSION

The new Dinuba High School project consists of the annexation of two parcels containing 76.6 acres located on the southwest corner of Alta Avenue and Kamm Avenue for the construction and operation of a new High School for Dinuba Unified School District (see maps in Attachment A and B).

Associated actions include:

1. Expansion of Dinuba's Sphere of Influence boundary
2. A General Plan land use amendment
3. A zone change
4. A Public Improvement Agreement between the City and school district regarding public improvements that will be required for the project.
5. Adoption of the findings of the Environmental Impact Reporter prepared by Dinuba Unified School District, on the environmental impacts that will result from the project.

Analysis

Dinuba Unified School District purchased the site in 2016 in preparation for the development of a new High School. Once the new school is built the existing High School site will be converted to another type of campus (most likely a middle school).

The ultimate campus will cover 76.6 acres and be developed for an ultimate enrollment of 3,000 students. Up to 200 employees will work at the site, including 93 teachers. Specific facilities to be developed would include (see also Site Plan in Attachment "C"):

- Classrooms;
- Multi-purpose room;
- Student union building including a library/media center and food service;
- Performing arts theater;
- Visual and performing arts building;
- Industrial technology and career technical education (CTE) buildings;
- Agricultural education facilities;
- Parking lots with up to 599 spaces

The proposed project will also include athletic facilities and fields including:

- Two gymnasiums;
- Locker room building;
- Aquatic center;
- 3,000-seat football/track stadium;
- Baseball and softball competition fields;
- Baseball and softball practice fields;
- Soccer fields;
- Hard courts

Due to funding considerations, the project is anticipated to be built in two major phases. Phase I would construct all project components listed above except for the performing arts theater, the second gym, the CTE, industrial technology and agricultural education facilities, the football/track stadium, the competition and practice baseball and softball fields, the swim complex, the hard courts, and the most westerly parking area on Kamm Avenue.

Phase II would include the construction of these facilities over time as funding becomes available. The District anticipates that the football/track stadium would not be constructed for at least 10 years. There is also space reserved in the northwest corner of the site for a future elementary school.

In addition to the campus, a number of off-site improvements will be required, including connections to City of Dinuba water, sewer and storm drain systems. In addition, streets around the site will be improved by the District.

Site Plan

Attachment C shows the site plan prepared by the District for the new High School.

Proposed educational buildings are generally clustered around the east and center parts of the site. Paved walkways and landscaping will be interspersed between the buildings and to the parking lots

The design includes two main parking lots – A lot with 377 stalls will be along the north edge of the site (along Kamm Avenue) and will have two driveways onto Kamm. The second parking lot will be along Alta Avenue with 222 stalls and will have two

driveways. There will also be a bus parking and student-dropoff area along the east side of this parking lot.

For access and fire safety purposes there will be a “loop” road system that provides access within and across the site (utilizing the driveways provided for the parking lot). Fire hydrants will be located throughout the site at positions specified by the Fire Department.

An analysis of individual actions and approvals before the City Council are as follows.

Sphere of Influence Amendment

The Sphere of Influence (SOI) is a line drawn around the City that defines lands that may be annexed into the City. This line currently divides the proposed school site (north-south) and therefore must be amended and shifted west to take in the full site. Once approved by the City the amendment will be forwarded for final consideration by Tulare Local Agency Formation Commission (LAFCo).

Annexation (Reorganization)

The site is proposed to be annexed into the City of Dinuba, so that the City may properly provide utilities and other services, such as police and fire protection. Technically the annexation is considered to be a “reorganization”. Upon annexation the site will also be detached from County Service Area No. 1 and also the Kings River Conservation District. Similar to the Sphere of Influence expansion, the reorganization will be acted upon by Tulare LAFCo, following hearings at the City.

General Plan Land Use Amendment

The subject site is within the planning area of Dinuba’s General Plan and is currently designated “Light Industrial” on the General Plan’s land use map. For the development of a school the land use designation needs to be amended to “Public/Semi-Public”. It is important to note that the City has also begun a comprehensive update of the Dinuba General Plan that is focused on the area around the proposed campus. Much of this area is designated for industrial development, which would not be compatible with the high school. The Update will be considering more compatible designations including residential and commercial uses.

Zone Change

The site is currently zoned for agricultural use under the jurisdiction of Tulare County. Upon annexation to the city the parcels will be zoned with the City of Dinuba’s “RCO” zone (Resource Conservation zone). This is the zone applied to all public schools as well as other government facilities in the City. New schools are permitted by Conditional Use Permit in the RCO zone.

Public Improvement Agreement

The Public Improvement Agreement is somewhat similar to a Development Agreement and prescribes city requirements for the installation of on- and off-site public improvements required to serve the project. For the high school project these include:

- Water system
- Sewer system
- Storm Drain system
- Street improvements. Significant street improvements required for the project include:
 1. Widening of streets along project frontages along Alta Avenue and Kamm Avenue, along with the installation of curbs, gutters, sidewalks, bicycle lanes and street lights.
 2. Lane modifications to improve traffic flow at the intersection of Alta and Kamm Avenue.

As the City Council is aware, the City has funding and plans to install a roundabout at the intersection of Alta and Kamm Avenue. The goal is to have this installed by the time the new high school opens.

Environmental Analysis

As required by the California Environmental Quality Act (CEQA), the school district contracted with a consultant to prepare a Draft and Final Environmental Impact Report for the project. The Draft EIR analyzed potential impacts that may result from the project and identifies measures that can be used to mitigate impacts. That document was then circulated for public review and comment. Responses to comments were contained in the Final EIR. The EIR determined the project would have significant impacts related to two categories:

- Agriculture: Permanent loss of 62.8 acres of agricultural land classified as “Prime Farmland” and 13.8 acres of “Farmland of Statewide Importance”.
- Agriculture: Conflicts with agricultural operations (such as restrictions on spraying of agricultural chemicals depending on wind conditions)

All other impacts were determined to be “less than significant” either by itself or through the application of mitigation measures. These impact categories include:

- Aesthetics
- Agriculture (Zoning and Williamson Act Contracts)
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils

- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Tribal Cultural Resources
- Utilities and Service Systems

The City Council will be adopting the Environmental Impact Report as the environmental document for the project and a separate resolution is provided for that.

Planning Commission Hearing

The Planning Commission conducted a public hearing to consider the project on February 1, 2022. No members of the public spoke on the project (although a letter was received from an area resident concerned about impacts on agriculture and traffic). Staff with Dinuba Unified School District were present to explain the project and answer questions.

Following discussion, the Planning Commission voted 3-2 to approve the project. One of the two Commissioners who voted “no” expressed his reasons for doing so, including concern that the project will be eliminating land that is currently designated for industrial development, and that additional land currently designated for industrial development will need to be redesignated so that it is compatible with the high school.

Staff responded that the City has hired a consultant (RRM Consultants) to update the General Plan to ensure that land uses are compatible around the high school and that to the extent practical, land designated for industrial development is replaced elsewhere.

Next Steps

If approved by the City Council the City will next prepare an application for the annexation for submittal and consideration by the Tulare Local Agency Formation Commission (LAFCo).

FISCAL IMPACT

The project will pay City impact fees.

PUBLIC HEARING

A public hearing notice was published in the Mid Valley Times on date

ATTACHMENTS:

Location Map

Aerial Photo

C. Site Plan

Sphere of Influence boundary

E. Resolution 2022-07 (Environmental)

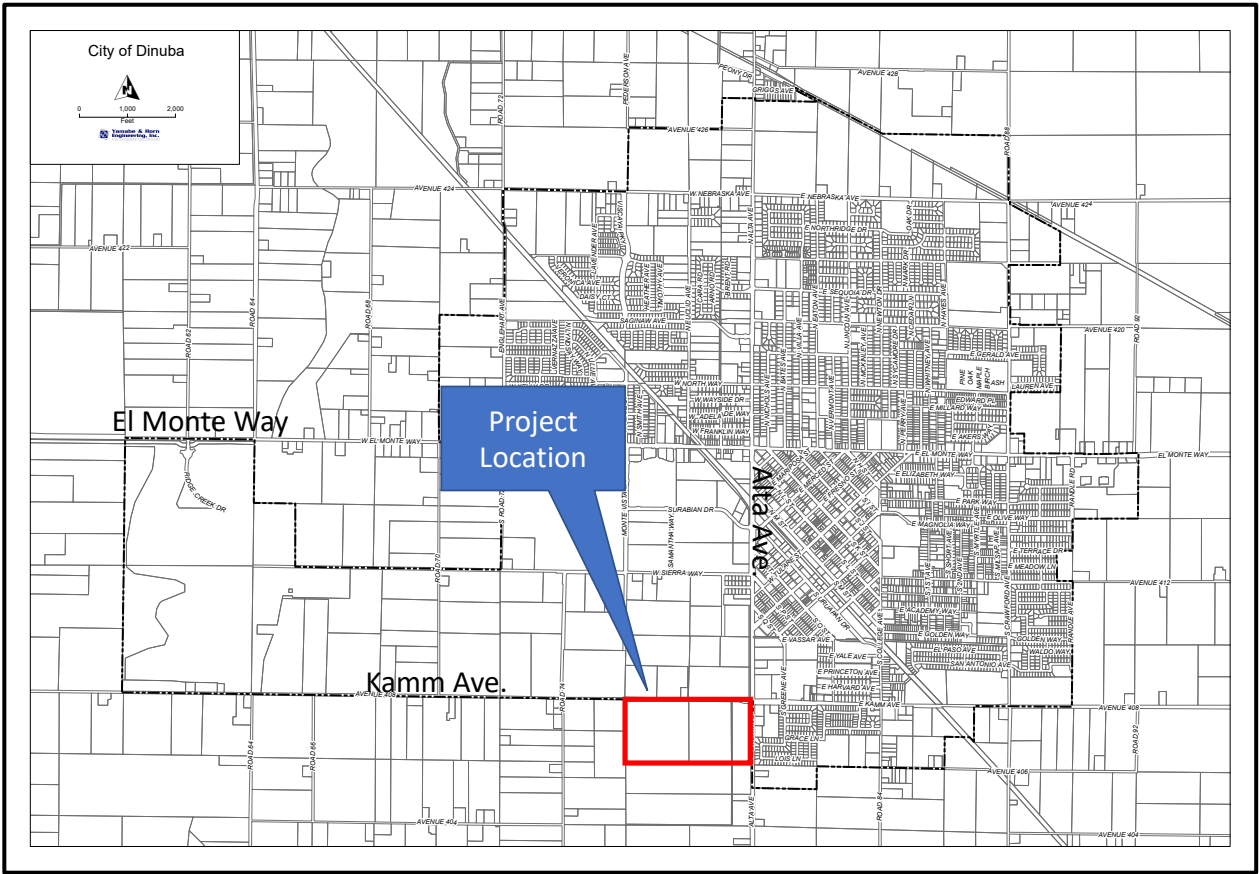
Resolution 2022-08 (Reorganization)

Resolution 2022-09 (GP and SOI Amendments)

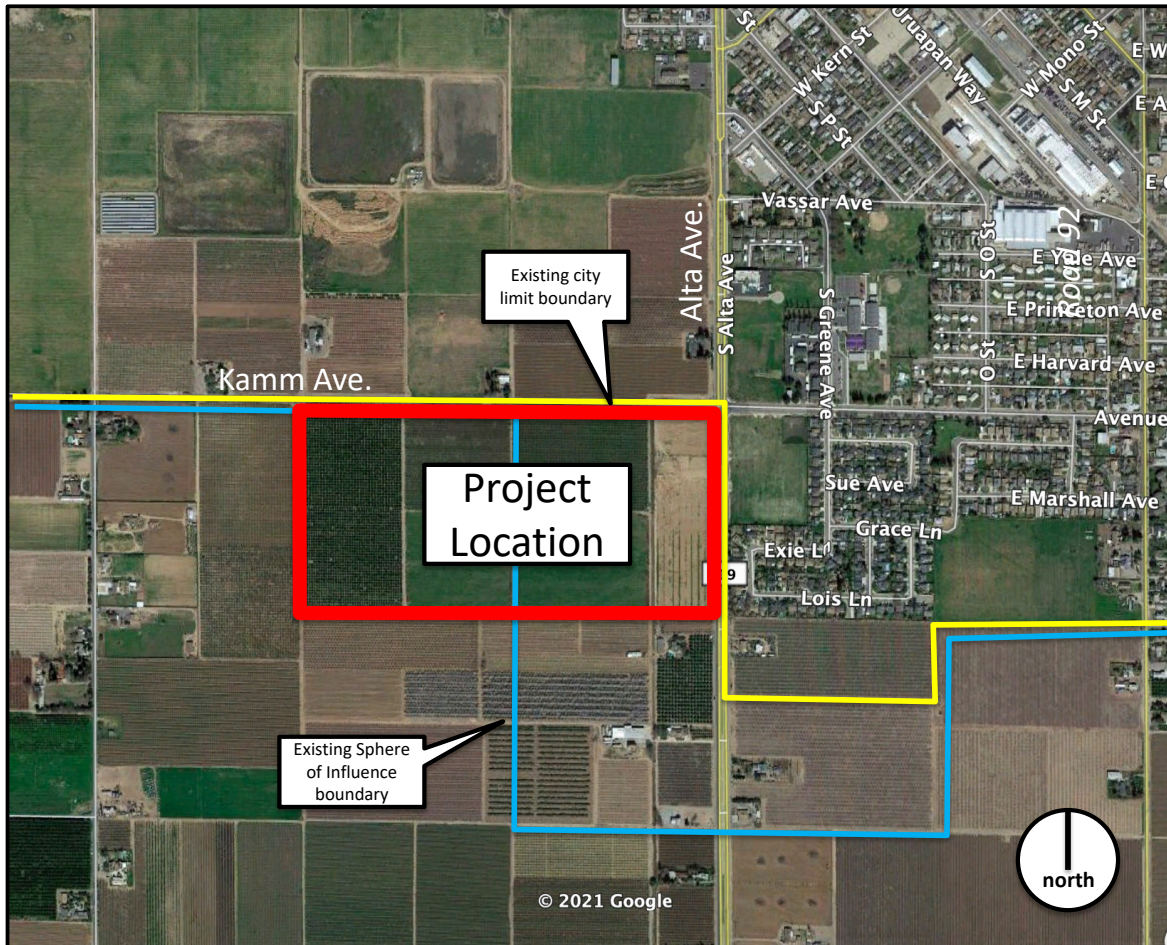
Ordinance 2022-01 (Zone Change)

Resolution 2022-10 (Public Improvement Agreement)

Attachment A: Location Map



Attachment B: Aerial Photo



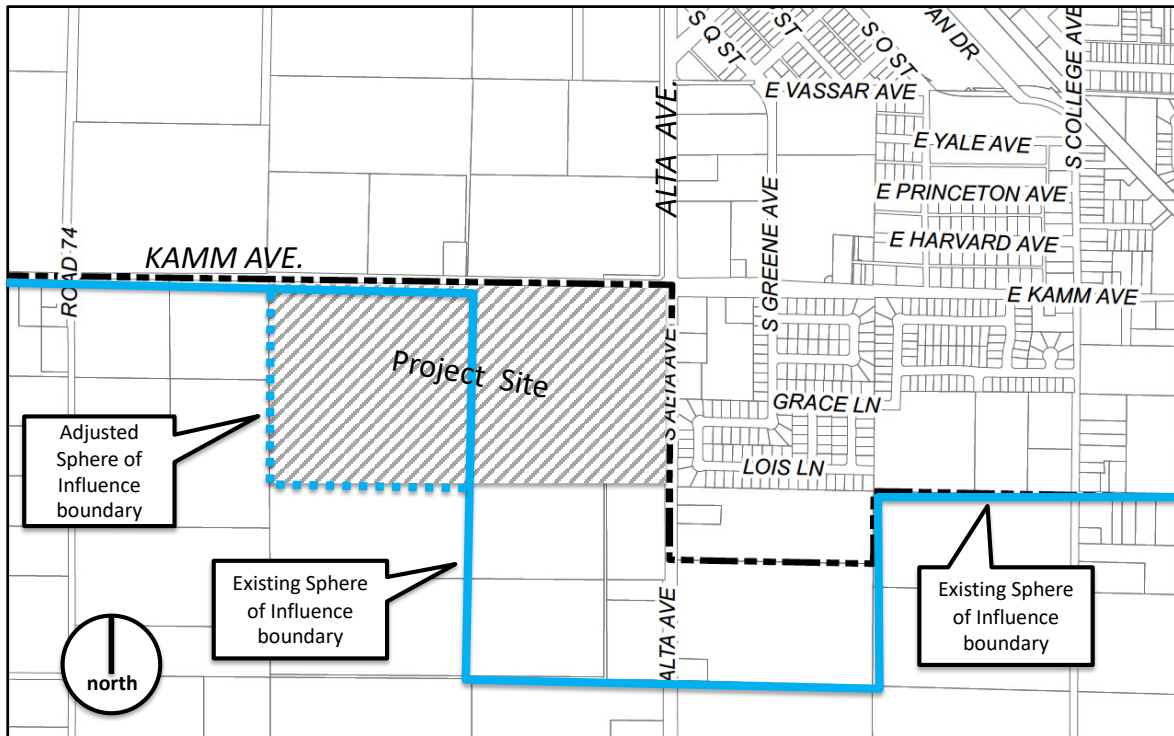
Attachment C: Campus Site Plan



DINUBA HIGHSHOOL



Attachment D: Sphere of Influence Boundary



RESOLUTION NO. 2022-07

**BEFORE THE PLANNING COMMISSION
CITY OF DINUBA, STATE OF CALIFORNIA**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DINUBA
RECOMMENDING ADOPTION OF THE FINAL ENVIRONMENTAL IMPACT REPORT
PREPARED FOR THE DINUBA HIGH SCHOOL PROJECT**

WHEREAS, Dinuba Unified School District has submitted an application to annex land and develop a new high school campus, and

WHEREAS, the subject site consists of two parcels containing 76.6-acres located at the southwest corner of Alta Avenue and Kamm Avenue (along with adjacent street rights-of-way). The subject parcels are identified as Assessor Parcel Number 030-010-006 and 030-010-041, and

WHEREAS, the high school campus has been designed for an ultimate enrollment of 3,000 students along with 200 staff members and includes the following components:

- classrooms,
- a multi-purpose room,
- a student union building including
- a library/media center and food service,
- a performing arts theater,
- a visual and performing arts building,
- industrial technology and career technical education (CTE) buildings,
- agricultural education facilities,
- and parking lots.

The proposed project will also include athletic facilities and fields that may be lighted including:

- two gymnasiums,
- a locker room building,
- an aquatic center,
- a 3,000-seat football/track stadium,
- baseball and softball competition fields,
- baseball and softball practice fields,
- soccer fields, and
- hard courts.

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Due to funding considerations, the project is anticipated to be built in two major phases. Phase I would construct all project components listed above except for the performing arts theater, the second gym, the CTE, industrial technology and agricultural education facilities, the football/track stadium, the competition and practice baseball and softball fields, the swim complex, the hard courts, and the most westerly parking area on Kamm Avenue.

Phase II would include the construction of these facilities over time as funding becomes available.

In order to properly integrate into the City, a number of off-site improvements will be required, including connections to City of Dinuba water, sewer and storm drain systems. In addition, streets around the site will be improved by the District, and

WHEREAS, there are several land use actions associated with the project, including:

1. Expansion of Dinuba's Sphere of Influence boundary,
2. Annexation (reorganization)
3. a General Plan Amendment,
4. Zone change,
5. a Conditional Use Permit and
6. a Public Improvement Agreement between the City and school district regarding public improvements that will be required for the project, and

WHEREAS, Dinuba Unified School District (the District) contracted with O'dell Planning and Research to prepare a Draft and Final Environmental Impact Report (hereafter referred to as the "EIR") to determine potential impacts of the project and identify mitigation measures where feasible to reduce impacts to a less than significant level, and

WHEREAS, the District circulated the Draft Environmental Impact Report for public review and comment as required by CEQA

WHEREAS, the District prepared a Final Environmental Impact Report to respond to comments on the Draft EIR and to correct any technical deficiencies, and

WHEREAS, the State Office of Planning and Research assigned the DEIR a State Clearinghouse Number, SCH # 2017031054, circulated the DEIR among state agencies and set April 16, 2018 as the deadline for comments; and

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WHEREAS, the school district received letters from interested agencies and individuals commenting on the DEIR ; and

WHEREAS, the District responded to agency comments in the Final EIR (FEIR) consistent with Section 15132 of the California Environmental Quality Act of 1970 (CEQA), as amended, and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission that the following findings are hereby considered and adopted regarding the findings of the New Dinuba High School Project EIR.

FINDING NO. 1. That a public hearing was held on the EIR prepared for the New Dinuba High School Project by the Planning Commission and the Planning Commission, having considered all the comments received thereon, determined the EIR to be adequate, which was forwarded to the City Council with a recommendation for approval/adoption.

FINDING NO. 2. The Planning Commission hereby determines that the New Dinuba High School Project EIR was prepared in compliance with the California Environmental Quality Act of 1970, as amended, and that it has reviewed and considered the information contained in the EIR in connection with the New Dinuba High School Project.

FINDING NO. 3. That the Planning Commission recognizes that the New Dinuba High School Project will cause certain unavoidable adverse environmental effects. Consistent with Section 15093 of CEQA, these effects are listed below along with a finding of why the project is being approved despite the adverse environmental effects associated with the project. Note that the effects are listed consistent with the numbering system used in the EIR document.

6.1. Agriculture

Impact

Through construction of the new high school campus, the project would convert approximately 62.8 acres of land designated as “Prime Farmland” and 13.8 acres of land designated as “Farmland of Statewide” Importance to non-agricultural use.

Mitigation Measures:

The Draft EIR indicates that removal of agricultural land from production can not be mitigated. The DEIR does provide mitigation measures intended to reduce impacts on agricultural land. These measures are listed in Section 4.043 of the DEIR.

Level of Significance without Mitigation: Significant

Mitigation Measures:

MM 6.1: The Agricultural Department at Dinuba High School offers a substantial number of courses in its agricultural education program. The District shall incorporate in one or more of the courses information on the importance of agricultural land to the economy of Dinuba, the San Joaquin Valley, and beyond; the extent to which agricultural land is being converted to non-agricultural uses in these areas; the conflicts that can occur between farming operations and urban uses; and methods that may be available to reduce or avoid the conflicts.

MM 6.2(a): DUSD will hold or host a meeting with nearby farmers and representatives of the Tulare County Agricultural Commissioner’s office prior to the construction of the school to review the operational characteristic of the school and existing state, county and local rules and regulations related to the interface between schools and agricultural uses.

MM 6.2(b): DUSD will appoint an administrator on the high school campus that farmers may contact if they have concerns about school-related actions or activities they believe may impinge on their farming operations.

Level of Significance with Mitigation: Significant. Measure 6.1 would serve as a supportive educational program related to loss of farmland, but it would not compensate for the direct loss of the agricultural land on the project site. Therefore, the impact is considered significant and unavoidable.

7.1 Agriculture

Impact: The project would involve changes in the environment which may conflict with surrounding agricultural operations and result in conversion to non-agricultural use.

Level of Significance: Significant

There are no mitigation measures available to reduce the potential impact to a less than significant level. Therefore, the impact is considered significant and unavoidable.

Overriding Finding:

Like most cities located in the San Joaquin Valley, for Dinuba to continue to grow it must urbanize land on its periphery. Unfortunately, this land is often "farmland of statewide importance" or "prime farmland". To preclude development on Dinuba's edges would, over time, bring urbanization to a standstill, thereby causing an adverse impact on the city's economy, including educational opportunities, employment and tax revenues.

WHEREAS, the EIR has determined the following may be considered significant impacts but mitigation measures have been identified to reduce these impacts to a less than significant level:

B. Aesthetics

Impact: Construction and site preparation activities and the location of parking lots along Kamm and Alta Avenues could substantially degrade the existing visual character or quality of the project area and its surroundings.

Level of Significance without Mitigation: Potentially significant Mitigation Measures:

MM 7.1(a): During construction and site preparation activities, Dinuba Unified shall require the project contractor to:

1. Construct a chain-link fence six feet in height around the construction site before construction begins.
2. Keep properties and streets surrounding the construction site free from project-related rubbish and debris, and provide contact information for reporting any instances of rubbish or debris so that any such instances may be acted upon promptly.
3. Remove construction materials and equipment from the sites when no further need exists for the materials or equipment.

4. Remove excess excavated material from the sites as soon as practicable following completion of the excavation activity that resulted in the material, except material that will be needed later in the project construction process.
5. Not store construction materials or equipment on public streets.
6. Store construction materials that may be on the site for more than 48 hours within the construction staging area.
7. Park or store construction equipment within the construction staging area.
8. Locate portable restrooms within the construction staging area.
9. Remove any graffiti on the project areas as soon as practicable.

MM 7.1(b): The parking lots adjacent to Kamm and Alta Avenues shall be visually screened using dense vegetation and landscaping features; 10 percent of the parking lots shall be landscaped and continuously maintained; and 40-square-foot tree wells shall be interspersed between parking stalls at a minimum of one per 10 spaces.

Level of Significance with Mitigation: Less than significant

7.2 Aesthetics

Impact: The project would create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.2(a): Parking lot lighting shall employ full cut-off type fixtures. A full cut-off type fixture is a luminaire or light fixture that, by design of the housing, does not allow light dispersion or direct glare to shine above a 90-degree horizontal plane from the base of the fixture. Full cut-off type fixtures must be installed in a horizontal position as designed.

MM 7.2(b): All external signs and lighting shall be lit from the top and shine downward except where uplighting is required for safety or security purposes. The lighting shall also be, as much as physically possible, contained to the target area and minimize direct glare on adjoining properties.

MM 7.2(c): Athletic facilities lighting shall be designed to prevent direct glare and minimize spillover illumination on adjoining properties.

MM 7.2(d): Dinuba Unified shall enforce a policy of turning off non-essential lighting by 10:00 p.m., except in special circumstances approved by the DUSD superintendent or designated representative.

Level of Significance with Mitigation: Less than significant

7.3 Agriculture

Impact: The project would conflict with existing agricultural zoning designations (A-1 and AE-20 in the Tulare County Zoning Ordinance).

Mitigation Measures: Implement MM 7.11(b)

Level of Significance with Mitigation: Less than significant.

7.4 Air Quality

Impact: During construction and site preparation activities, the project could generate localized concentrations of toxic air contaminants in the form of asbestos and localized PM concentrations.

MM 7.4(b): The following measures shall be implemented to reduce potential expose of sensitive receptors to localized concentrations of PM at nearby sensitive receptors and land uses during project construction and site preparation (including implementation of the Removal Action Workplan):

1. All mitigation measures for the control of construction- and site-preparation-generated emissions shall be included on site grading and construction plans. Additionally, to ensure awareness of and compliance with applicable air quality regulations, the following text shall also be included on (or as an attachment to) the project's site grading and construction plans:

On-Road Diesel Vehicles

On-road diesel vehicles shall comply with Section 2485 of Title 13 of the California Code of Regulations. This regulation limits idling from diesel-fueled commercial motor vehicles with gross vehicular weight ratings of more than 10,000 pounds and licensed for operation on highways. It applies to California and non-California based vehicles. In general, the regulation specifies that drivers of said vehicles:

- Shall not idle the vehicle's primary diesel engine for greater than 5 minutes at any location, except as noted in Subsection (d) of the regulation; and
- Shall not operate a diesel-fueled auxiliary power system to power a heater, air conditioner, or any ancillary equipment on that vehicle during sleeping or resting in a sleeper berth for greater than 5.0 minutes at any location when within 1,000 feet of a restricted area, except as noted in Subsection (d) of the regulation.

Off-Road Diesel Equipment

Off-road diesel equipment shall comply with the 5-minute idling restriction identified in Section 2449(d)(2) of the California Air Resources Board's In-Use Off-road Diesel regulation. The specific requirements and exceptions in the regulations can be reviewed at the following websites: www.arb.ca.gov/msprog/truck-idling/2485.pdf and www.arb.ca.gov/regact/2007/ordiesl07/frooal.pdf

Fugitive Dust Emissions

The proposed project shall comply with SJVAPCD Regulation VIII for the control of fugitive dust emissions. Regulation VIII can be obtained on the SJVAPCD's website at website URL: <https://www.valleyair.org/rules/1ruleslist.htm>. At a minimum, the following measures shall be implemented:

- All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.
- All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- All land clearing, grubbing, scraping, excavation, land leveling, grading, and cut & fill activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
- Trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.)

- Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
 - On-road vehicle speeds on unpaved surfaces of the project site shall be limited to 15 mph.
 - Sandbags or other erosion control measures shall be installed sufficient to prevent silt runoff to public roadways from sites with a slope greater than one percent.
 - Excavation and grading activities shall be suspended when winds exceed sustained speeds of 20 miles per hour (Regardless of wind speed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation).
2. Signs shall be posted at the project site construction entrance to remind drivers and operators of the state's five-minute idling limit.
3. To the extent available, replace fossil-fueled equipment with alternatively-fueled (e.g., natural gas) or electrically-driven equivalents.
4. Construction and site preparation truck trips shall be scheduled, to the extent possible, to occur during non-peak hours.

Level of Significance with Mitigation: Less than significant

7.5 Air Quality

Impact: Construction and site preparation activities could conflict with air quality attainment or maintenance planning efforts due to short-term increases of criteria air pollutants, which could result in a significant cumulative contribution of criteria pollutants for which the SJVAB is currently designated non-attainment.

Mitigation Measures: Implement MM 7.4(a) and (b).

Level of Significance with Mitigation: Less than significant

7.6 Biological Resources

Impact: The proposed project could have a substantial adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS).

Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.6: Special Status Birds

1. Avoidance. If feasible, any vegetation removal will take place between September 1 and February 1 to avoid impacts to nesting birds in compliance with the Migratory Bird Treaty Act. If vegetation removal must occur during the nesting season, project construction may be delayed due to actively nesting birds and their required protective buffers.

2. Pre-construction Surveys.

a. If vegetation removal or ground disturbance will commence between February 1 and August 31, a qualified biologist will conduct a pre-construction survey for nesting birds within 14 days of the initiation of disturbance activities. This survey will cover:

i. Potential nest sites in trees, bushes, or grass within species-specific buffers of the project area (Swainson's hawk – 0.5 mile, other raptor species such as white-tailed kite – 500 feet, non-raptor species (loggerhead shrike, magpie etc. – 250 feet)).

ii. Survey protocol developed by the Swainson's Hawk Technical Advisory Committee (TAC) should be followed, which includes survey timing and requirements for repeated visits.

b. Surveys for burrowing owl will occur within 14 days prior to any ground disturbance, no matter the season. This survey will cover potential burrowing owl burrows in the project area and suitable habitat within 150 meters (500 feet). Evaluation of use by owls shall be in accordance with California Department of Fish and Wildlife survey guidelines (CBOC 1993, CDFG 1995, CDFG 2012). Surveys will document if burrowing owls are nesting or using habitat in or directly adjacent to the project area. Survey results will be valid only for the season (breeding (Feb 1-Aug 31) or non-breeding (Sept 1-Jan 31) during which the survey is conducted).

c. If no active nests or burrows are detected during the pre-construction survey, then no further action is required. If an active nest or burrow is detected, then minimization measures (described below) shall be implemented.

3. Minimization/Establish Buffers.

a. Swainson's hawk, white-tailed kite, loggerhead shrike, yellow-billed magpie, oak titmouse, and MBTA-protected species: If any active nests are discovered (and if construction will occur during bird breeding season), the USFWS and/or CDFW will be contacted to determine protective measures required to avoid take. These measures could include fencing off an area where a nest occurs, or shifting construction work temporally or spatially away from the nesting birds. Biologists are required on site to monitor construction while protected migratory birds are nesting in the project area. If an active nest is found after the completion of the pre-construction surveys and after construction begins, all construction activities will stop until a qualified biologist has evaluated the nest and erected the appropriate buffer around the nest.

b. Burrowing owl: If burrowing owls are detected within the survey area, CDFW should be consulted to determine the suitable buffer. These buffers will take into account the level of disturbance of the project activity, existing disturbance of the site (vehicle traffic, humans, pets, etc.), and time of year (nesting vs. wintering). If avoidance is not feasible, the District shall work with CDFW to determine appropriate mitigation, such as passive exclusion or translocation, and associated mitigation land offset.

4. If avoidance is not possible a qualified biologist will develop appropriate mitigations that will reduce project impacts to sensitive biological resources to a less than significant level. The type and amount of mitigation will depend on the resources impacted, the extent of the impacts, and the quality of habitats to be impacted. Mitigations may include, but are not limited to: 1) Compensation for lost habitat in the form of preservation or creation of in-kind habitat protected by conservation easement; 2) Purchase of appropriate credits from an approved mitigation bank or land trust servicing the Tulare County Area; 3) Payment of in-lieu fees.

Level of Significance with Mitigation: Less than significant

7.7 Cultural Resources

Impact: Project construction and site preparation activities could potentially disturb previously undiscovered subsurface historical, archaeological or paleontological resources.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.7(a): All contractors and subcontractors for the project shall be informed, in writing, of the possibility that cultural or paleontological resources may be discovered during project activities. If any cultural or paleontological materials are uncovered during project activities, work in the area or any area reasonably suspected to overlie adjacent remains shall halt until a professional evaluation and/or data recovery excavation can be planned and implemented. Appropriate measures to protect remains from accidents, looting, and vandalism shall be implemented immediately.

MM 7.7(b): After being professionally recorded in their place of discovery, any archaeological or paleontological materials encountered during construction or development of the project shall be transferred to an appropriate regional repository for preservation, research, and/or use in interpretive exhibits.

MM 7.7(c): If human remains are discovered, the Tulare County Coroner must be notified immediately. The Coroner has two working days to examine the remains and 24 hours to notify the Native American Heritage Commission (NAHC) if the remains are Native American (Health and Safety Code Section 7050.5). Once the NAHC is notified, the procedures set forth in CEQA Guidelines Section 15064.5(d) and Public Resources Code Section 5097.98 shall be followed.

Level of Significance with Mitigation: Less than significant

7.8 Geology and Soils

Impact: The proposed project could expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.8: Prior to construction of the planned facilities, a full geotechnical engineering investigation, including on-site borings and testing of soil samples, shall be prepared for the project by a California- registered Geotechnical Engineer. Also, an engineering geology and seismology study shall be conducted in accordance with CGS Note 48. The project shall be constructed following the results of the investigation and the study.

Level of Significance with Mitigation: Less than significant

7.9 Hazards and Hazardous Materials

Issue and Threshold of Significance: There are three high-pressure natural gas pipelines and five high-volume water pipelines within the vicinity of the project site which could pose safety hazards.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.9(a): The project's site development plans shall take into consideration planned alignments of the upgraded Dinuba Town irrigation water pipeline and the upgraded Burum irrigation water pipeline, with the goal of minimizing student and staff uses of areas within 10 to 15 feet of these pipeline alignments. Areas in closest proximity to the upgraded high-volume irrigation water pipelines should be considered for low average occupancy level uses, such as parking lots, or designated as landscaped "buffer" areas.

MM 7.9(b): Any emergency plan documents prepared for the school site shall include the location of the high-pressure natural gas pipelines and high-volume water supply pipelines, and also include an emergency contact list with phone number to be used in the event of an incident.

Level of Significance with Mitigation: Less than significant

7.10 Hydrology and Water Quality

Impact: The project would have a potentially significant impact on groundwater supplies and recharge due to the amount of water required by the project and the ongoing uncertainty of groundwater availability in the region.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.10: Dinuba Unified shall consult with Alta Irrigation District (AID) and seek to enter into an agreement to acquire surface water, when available, to be used for irrigation of the athletic fields and landscaping at the campus. Prior to operation of the high school campus, Dinuba Unified shall present evidence of such an agreement by which the water is supplied from a surface water source, recycled water source, or other means not utilizing groundwater.

Level of Significance with Mitigation: Less than significant

7.11 Land Use and Planning

Impact: The project would not be consistent with the Dinuba General Plan's existing land use designation of "Light Industrial" for the site, and the project would conflict with existing Tulare County zoning designations intended for agricultural use (A-1 and AE-20).

Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.11(a): Dinuba Unified shall act pursuant to Government Code section 65402 to override the findings of the City of Dinuba Planning Commission regarding the General Plan conformity of the proposed project.

MM 7.11(b): Dinuba Unified shall act pursuant to Government Code section 53094 to exempt the project from the zoning ordinances of the City of Dinuba and the County of Tulare.

Level of Significance with Mitigation: Less than significant

7.12 Noise

Impact: Construction and site preparation activities would result in a substantial temporary increase in ambient noise levels in the project vicinity.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.12(a): Construction and site preparation activities (excluding activities that would result in a safety concern to the public or construction workers) shall be limited to between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and Saturdays. Construction and site preparation activities shall be prohibited on Sundays and legal holidays.

MM 7.12(b): Construction and excavation equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.

MM 7.12(c): When not in use, all equipment shall be turned off and shall not be allowed to idle. The District shall require that the project contractor post signage at all construction site entrances that clearly describe this requirement.

MM 7.12(d): Equipment staging areas shall be located at the furthest distance from nearby residential land uses.

MM 7.12(e): Prior to and during construction, haul truck trips required for the delivery of materials to and from the project site shall be scheduled during the non-peak commute hours. To the extent possible, haul truck routes shall be selected with the intent of minimizing potential impacts to existing nearby residential land uses and schools.

Level of Significance with Mitigation: Less than significant

7.13 Noise

Impact: The project could exceed applicable noise standards due to noise generated by recreational events (large spectator crowds, the use of amplified sound/PA systems, and/or vehicle parking area noise during events) and facility maintenance activities occurring during nighttime hours. Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.13(a): Competitive events held at the Phase I soccer fields and the Phase II swimming complex shall be limited to between the hours of 7:00 a.m. and 10:00 p.m., unless approved for use by the DUSD superintendent or designated representative.

MM 7.13(b): The installation of amplified sound/PA systems shall be limited to larger facilities having designated spectator seating areas (e.g., stadium and larger ball fields) and the pool complex. The use of amplified sound systems shall be limited to major competitive events, unless approved for use by the DUSD superintendent or designated representative.

MM 7.13(c): Where installed, amplified sound/PA system speakers shall be directed away from nearby noise-sensitive receptors and directed at a down-ward angle. Distributed multi-speaker arrangements and adaptive-level (gain) controllers shall be used.

MM 7.13(d): The use of amplified sound/PA systems for on-site recreational events shall be limited to between the hours of 7:00 a.m. and 10:00 p.m., unless approved by the DUSD superintendent or designated representative.

MM 7.13(e): Landscape maintenance activities shall be limited to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. Landscape maintenance activities shall be prohibited on Sundays and federal holidays.

Level of Significance with Mitigation: Less than significant

7.14 Noise

Impact: Increases in noise levels from the activities discussed in Impact 7.13 (noise related to large recreational events and facilities maintenance activities) would occur throughout the operational life of the high school campus such that their effects would be considered permanent, thus resulting in a potential substantial permanent increase in ambient noise levels in the project vicinity.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures: Incorporate MM 7.13(a) through (e).

Level of Significance with Mitigation: Less than significant

7.15 Traffic

Impact: Operation of the project could conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, considering all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures:

MM 7.15(a): The project shall include installation of Class II bike lanes as part of the high school's frontages on Kamm Avenue and Alta Avenue.

MM 7.15(b): Access Driveway 1, Access Driveway 2, and Access Driveway 3 shall have a minimum length of 75 feet before any vehicular openings to the school parking lot. Additionally, Dinuba Unified shall not locate driveways within the functional areas of major street intersections and shall consult with the responsible roadway agency to help determine the placement of driveways and their access type.

MM 7.15(c): With the implementation of the project, the following improvements would be necessary to achieve an acceptable LOS at the intersections of Tulare Street at Alta Avenue, Alta Avenue at Kamm Avenue, and Kamm Avenue at Access Driveway 1,

and also the segment of Kamm Avenue between Alta Avenue and Greene Avenue. Dinuba Unified shall participate on a pro rata basis in the following improvements:

1. At the intersection of Tulare Street and Alta Avenue, the intersection shall be signalized and improved with protective left-turn phasing.
2. At the intersection of Alta Avenue at Kamm Avenue, the following improvements shall be made: 1) modify the southbound through-right lane to a through lane; 2) add a southbound right-turn lane; 3) add a second eastbound through lane; 4) modify the traffic signal to implement protective left-turn phasing in all directions and to accommodate the added lane geometrics.
3. At the intersection of Kamm Avenue and Access Driveway 1, All-Way STOP traffic controls shall be implemented.
4. To improve LOS along the segment of Kamm Avenue between Alta Avenue and Greene Avenue, this segment of Kamm Avenue be restriped to accommodate two lanes in each direction.

MM 7.15(d): To improve traffic queuing conditions, the project shall accommodate the improvements recommended in the “Queuing Analysis” on page 43 of the Traffic Impact Analysis (Volume II, Appendix F). The District shall work with City of Dinuba and County of Tulare staff as appropriate to develop the estimated construction costs.

MM 7.15(e): Dinuba Unified shall participate on a pro-rata fair share basis in street improvements listed under the “Cumulative Year 2035 Plus Project Weekday Traffic Conditions” and “Cumulative Year 2035 Plus Project Friday Traffic Conditions” for any improvements that are not covered by local and regional impact fee programs. The fair share percentages are calculated in Table XVIII on page 45 of the Traffic Impact Analysis (Volume II, Appendix F).

MM 7.15(f): Dinuba Unified anticipates that the project will be constructed or partially constructed by the 2021-22 school year at the earliest, depending upon enrollment growth and funding availability. Therefore, the District will update the traffic analysis prior to the start of construction to provide current traffic information and an update of the mitigation requirements noted in MM 7.13(c), (d), and (e). The District will coordinate with the City of Dinuba, Tulare County, and Caltrans in the update of the traffic analysis.

Level of Significance with Mitigation: Less than significant

7.16 Traffic

Impact: Expected conditions of the project (which would entail an increase in both vehicular traffic and the number of pedestrians in the project vicinity) could present hazardous conditions for pedestrian safety.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures: The following measures shall be implemented in addition to MM 7.15(b):

MM 7.16(a): The project shall include walkways of six feet or wider constructed along the project's frontages to Kamm Avenue and Alta Avenue. Additionally, these walkways shall be separated from the street by a park strip to provide some separation between pedestrians and the paved portions of the road.

MM 7.16(b): High visibility crosswalks shall be installed at the intersection of Kamm Avenue at Alta Avenue.

MM 7.16(c): Safety instruction of students by high school staff shall be provided at least twice per year emphasizing that crossing a street at any other place other than the crosswalks is unsafe and strictly prohibited.

MM 7.16(d): High school staff shall monitor the east side of the campus during lunch to ensure that students cross Alta Avenue at the crosswalks at the intersection of Kamm and Alta Avenues.

Level of Significance with Mitigation: Less than significant

7.17 Tribal Cultural Resources

Impact: There is the potential for undiscovered tribal cultural resources to be present that could be disturbed or damaged by construction and/or site preparation activities.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures: Implement MM 7.7(a) through (c)

7.18 Utilities and Service Systems

Impact: The impact of the project regarding water supply sufficiency is considered potentially significant due to the ongoing uncertainty of groundwater availability in the region (and the fact that the City of Dinuba's municipal water supply is currently sourced entirely from groundwater) combined with the amount of water required by the project.

Level of Significance without Mitigation: Potentially significant

Mitigation Measures: Implement MM 7.10

Level of Significance with Mitigation: Less than significant

FINDING NO. 5. That environmental, economic, social and other considerations and benefits derived by the New Dinuba High School Project override the unavoidable environmental risk of the project and make infeasible project alternatives which would eliminate or further reduce adverse impacts on the environment.

NOW, THEREFORE BE IT FURTHER RESOLVED by the Dinuba City Council as follows:

1. The City Council accepts and adopts the Final EIR on the Dinuba High School Project in compliance with Section 15090 of Title 14 of the California Administrative Code.
2. All other alternatives to the project were considered and evaluated and were rejected because environmental, economic, social and other considerations and benefits derived from the implementation of the selected project override the unavoidable environmental impacts of the project.
3. In compliance with Public Resources Code Section 21081.6, the City adopts a mitigation monitoring program for the project to ensure that all measures listed in the DEIR and FEIR are implemented, and that implementation can be verified and that the mitigation measures are effective.

Dinuba City Council
Resolution 2022-07 (DUSD High School Project CEQA)

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 22nd day of February, 2022, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda Launer, Mayor,
Dinuba City Council

Maria Alaniz, City Clerk
City of Dinuba

ATTACHMENT F

RESOLUTION 2022-08

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA INITIATING REORGANIZATION
2021-01 FOR TWO PARCELS CONTAINING 76.6± ACRES, LOCATED AT THE SOUTHWEST
CORNER OF KAMM AVENUE AND ALTA AVENUE**

WHEREAS, an application for reorganization, consistent with regulations contained in Government Code Section 56000 (the Knox-Cortese-Hertzberg Local Government Reorganization Act of 2000) was filed by the City of Dinuba for two existing parcels, and

WHEREAS, the subject territory is located along the south side of W. Kamm Avenue and the west side of S. Alta Avenue, and

WHEREAS, the parcels contain approximately 76.6± acres and includes agricultural land. The Assessor Parcel Numbers are 030-010-006 and 030-010-041 and

WHEREAS, the City of Dinuba, designated as the conducting agency, wishes to reorganize said properties because they are proposed for development of a new High School campus proposed by Dinuba Unified School District. Further the parcels are within Dinuba's Sphere of Influence (as amended), are bounded on two sides by the Dinuba city limits, are designated for urban uses by the Dinuba General Plan, and have access to Dinuba's utility systems, and

WHEREAS, the City has prepared the necessary investigations and reports for this annexation, and

WHEREAS, Dinuba Unified School District has prepared an Environmental Impact Report for the project, consistent with the California Environmental Quality Act (CEQA) which determined the project would have significant impacts (loss of agricultural land and impacts on agricultural operations) and additional impacts that can be mitigated to a less than significant level, and

WHEREAS, the City of Dinuba wishes to submit a formal application for reorganization to the Tulare Local Agency Formation Commission (LAFCO) for territory shown in Exhibit 1 hereinafter called the "E. El Monte Way Reorganization", and

Dinuba City Council
Resolution 2022-08
Reorganization 2021-01 (Dinuba Unified School District)

BE IT FURTHER RESOLVED AS FOLLOWS:

1. Application is hereby made to the Executive Officer of the Tulare County Local Agency Formation Commission (LAFCo) consistent with the information contained in the attached questionnaire, entitled Reorganization 2021-01 (City of Dinuba) to annex the subject parcels into the City of Dinuba and detach the parcels from Tulare County's County Service Area #1 (CSA#1) and the Kings River Conservation District.
2. Prior to completion of the reorganization proceedings the City will complete parcel maps and lot line adjustment to ensure that the annexation boundary is coterminous with parcel boundaries.
3. The City has determined the project will have significant impacts on the environment and a Statement of Overriding Considerations has been adopted, consistent with the Guidelines of the California Environmental Quality Act (CEQA).
4. The subject parcels have been pre-zoned RCO (Resource Conservation) by the City of Dinuba.
5. The City Clerk of the City of Dinuba is hereby authorized to file a certified copy of this resolution with the Executive Officer of the Tulare County Local Agency Formation Commission.

NOW, THEREFORE BE IT RESOLVED THAT Reorganization 2021-01, as shown in Exhibit 1, is hereby approved by the Dinuba City Council.

Dinuba City Council
Resolution 2022-08
Reorganization 2021-01 (Dinuba Unified School District)

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 22nd day of February, 2022, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

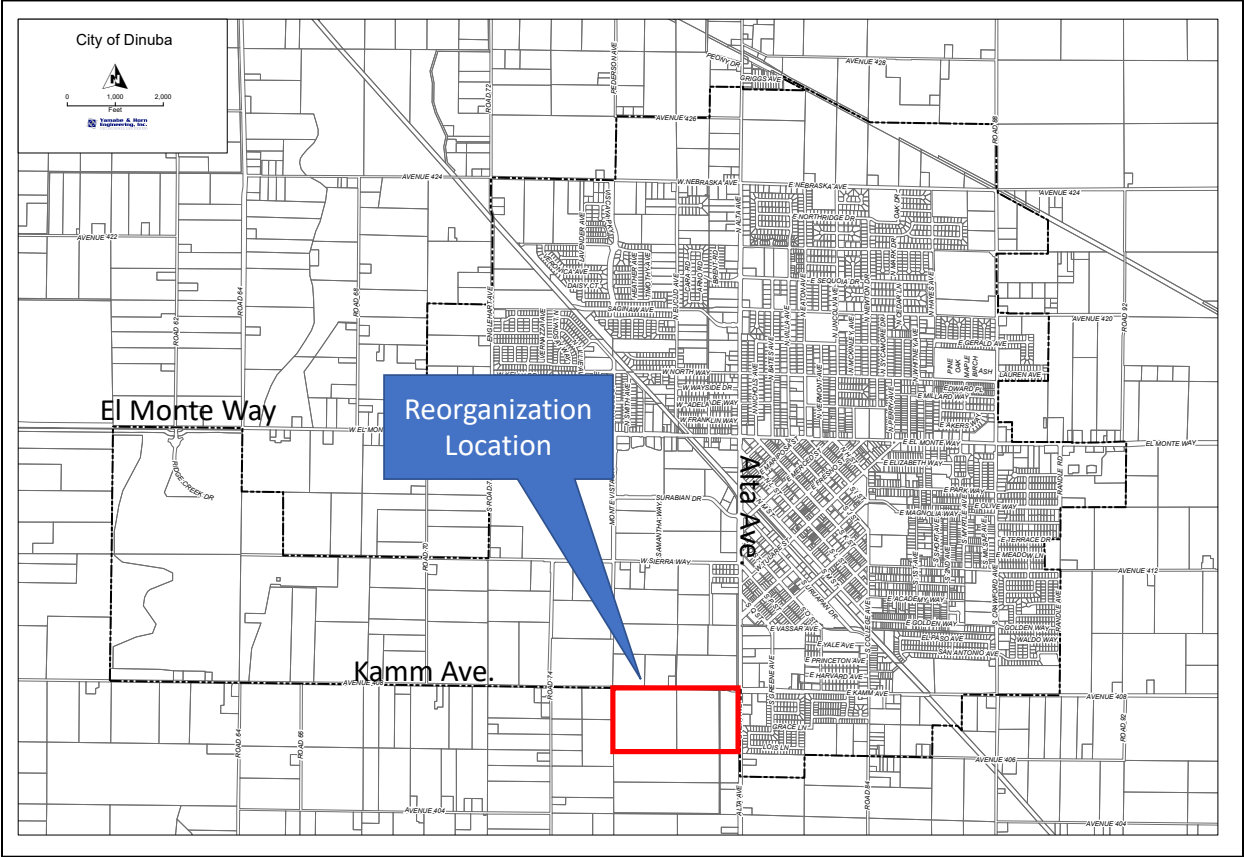
ABSENT:

Linda Launer, Mayor,
Dinuba City Council

Maria Alaniz, City Clerk
City of Dinuba

Dinuba City Council
Resolution 2022-08
Reorganization 2021-01 (Dinuba Unified School District)

Exhibit 1 (Location Map)



ATTACHMENT G

RESOLUTION NO. 2022-09

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING
A SPHERE OF INFLUENCE AMENDMENT AND A GENERAL PLAN AMENDMENT FOR THE
NEW DINUBA HIGH SCHOOL PROJECT SITE ON THE SOUTHWEST CORNER OF ALTA
AVENUE AND KAMM AVENUE**

WHEREAS, an application for a Sphere of Influence amendment, General Plan amendment and zone change was submitted by Dinuba Unified School District, for two parcels located on the southwest corner of Alta Avenue and Kamm Avenue. The Assessor Parcel Numbers of the site are 030-010-006 and 030-010-041, and

WHEREAS, this area is being annexed into the City of Dinuba and detached from County Service Area No. 1 and the Kings River Conservation District, and

WHEREAS, the application is associated with annexation (reorganization) of the site to facilitate the construction and operation of a new high school campus for Dinuba Unified School District, and

WHEREAS, the existing Dinuba Sphere of Influence currently bisects the site in a north/south fashion along the boundary of the parcels and is proposed to be adjusted to the west boundary of APN 030-010-006 so that the entire site is contained within the Sphere of Influence boundary, and

WHEREAS, the site is within the planning boundaries of the Dinuba General Plan and the General Plan land use map currently designates the site "Light Industrial". To facilitate construction and operation of the high school the site is being redesignated "Public/Semi-Public", and

WHEREAS, property owners within 300 feet and occupants within 100 feet of the subject parcels were notified of the Planning Commission's meeting and a public hearing notice was published ten (10) days prior to the Planning Commission's meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

WHEREAS, the Planning Commission held a public hearing on this action and accepted testimony.

WHEREAS, the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating these actions:

1. The proposed actions are consistent with the goals, objectives and policies of the Dinuba General Plan.
2. Dinuba Unified School District has previously prepared and adopted a Draft and Final Environmental Impact Report (the “EIR”) for the project, consistent with the Guidelines of the California Environmental Quality Act (CEQA) The EIR identified significant impacts and mitigation measures associated with the project. This environment study is being adopted by the City of Dinuba as the environmental finding for the project.
3. The Dinuba Planning Commission conducted a public hearing and voted recommend in favor of the amendments.
4. The proposed actions will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community.

Dinuba City Council
Resolution 2022-09

SOI and General Plan Amendment for DUSD Reorganization

NOW, THEREFORE BE IT RESOLVED THAT a Sphere of Influence boundary amendment for the project (as shown in Exhibit 1 and a General Plan Amendment as shown in Map 2) are hereby approved by the Dinuba City Council.

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 22nd day of February, 2022, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda Launer, Mayor,
Dinuba City Council

Maria Alaniz, City Clerk
City of Dinuba

Exhibit 1: Sphere of Influence Boundary Amendment

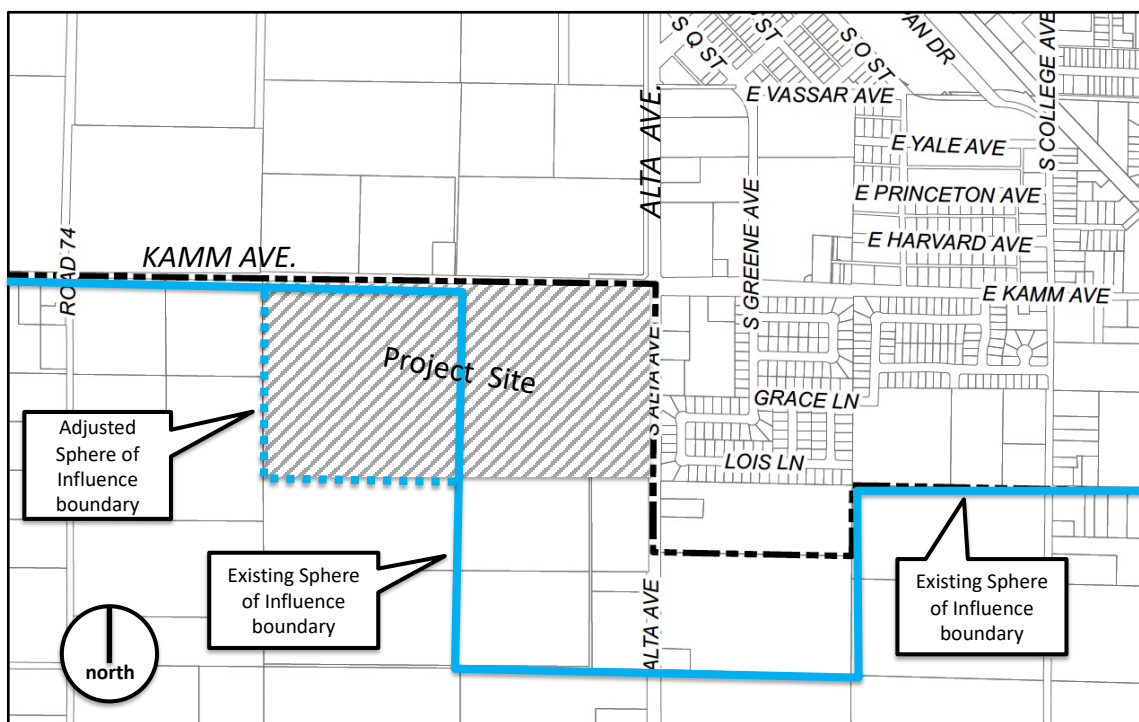
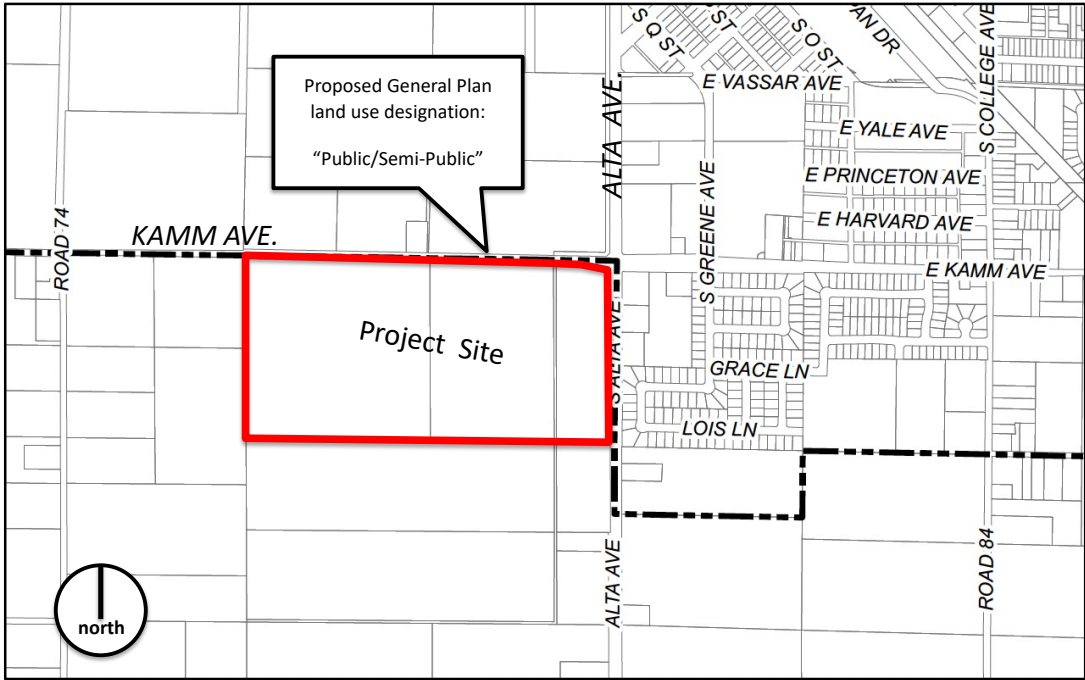


Exhibit 2: General Plan Land Use Amendment



ATTACHMENT H

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:

NOES:

ABSENT:

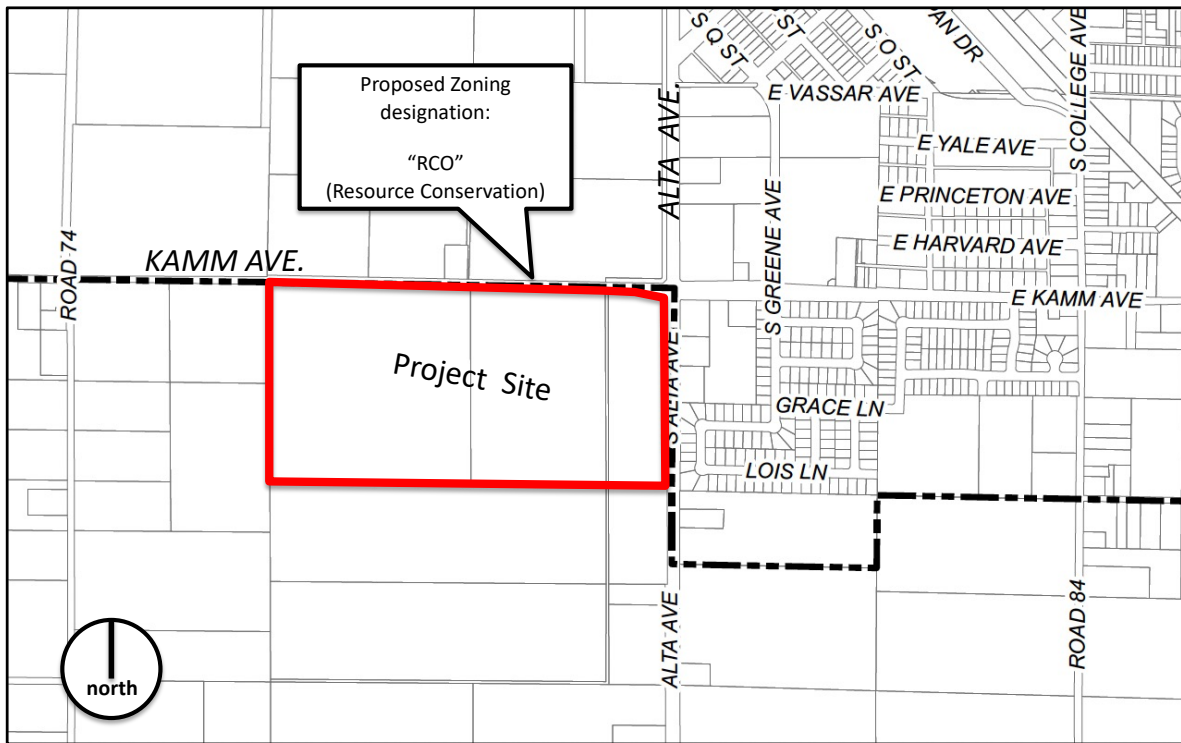
ABSTAIN:

Linda Launer, Mayor of the City of Dinuba

ATTEST:

Maria Alaniz, City Clerk

Exhibit 1



ATTACHMENT I

RESOLUTION NUMBER 2022-10

**A RESOLUTION OF THE CITY OF DINUBA
APPROVING THE PUBLIC IMPROVEMENTS AGREEMENT BETWEEN THE CITY OF
DINUBA, COUNTY OF TULARE AND THE DINUBA UNIFIED SCHOOL DISTRICT FOR
DEVELOPMENT AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE RELATED TO THE
NEW DINUBA HIGH SCHOOL PROJECT**

WHEREAS, Dinuba Unified School District ("District") is proposing to develop a new comprehensive high school, to include related recreational, athletic and community use facilities, known as the New Dinuba School project ("High School") in the unincorporated area south of and adjacent to the City of Dinuba ("City"); and

WHEREAS, the High School will be constructed in multiple phases of development; and

WHEREAS, the District has prepared and approved an Environmental Impact Report ("EIR") for the High School; and

WHEREAS, specific studies, including water supply, sewer service, storm drainage and traffic impacts, were performed as part of the High School's EIR; and

WHEREAS, said EIR identified cumulative water, sewer, storm drainage and traffic impacts beyond the boundary of the proposed development; and

WHEREAS, the EIR identified Mitigation Measures to address these impacts; and

WHEREAS, said Mitigation Measures identified the need to extend utilities, (sewer, water and storm drainage) to serve the High School; and

WHEREAS, said Mitigation Measures identified the need to construct street improvements beyond the High School, and

WHEREAS, the eastern portion of the High School is presently within the City's sphere of influence, while the western portion of the High School is presently outside the City's sphere of influence; and

WHEREAS, the County, District, and the City desire to memorialize the rights, duties and obligations of each as to the construction of the High School and related public improvements in accordance with the mitigation measures.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Dinuba that it does hereby affirm in its entirety and adopts this resolution, approving the Public Improvements Agreement between the City of Dinuba, County of Tulare and the Dinuba Unified School District.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

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

Linda Launer, Mayor

ATTEST:

Maria Alaniz, Interim City Clerk

**PUBLIC IMPROVEMENTS AGREEMENT
FOR
DEVELOPMENT AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE
RELATED TO THE NEW DINUBA HIGH SCHOOL PROJECT**

PREAMBLE

This Public Improvements Agreement (the “Agreement”), made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the County of Tulare, a political subdivision of the State of California, hereinafter referred to as the “COUNTY”, the Dinuba Unified School District, a political subdivision of the State of California, hereinafter referred to as the “DISTRICT”, and the City of Dinuba, a municipal corporation, hereinafter referred to as the “CITY”. The County, District and the City may be referred to herein collectively as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, District is proposing to develop a new comprehensive high school, to include related recreational, athletic and community use facilities, known as the New Dinuba High School project (“High School”) in the unincorporated area south of and adjacent to the City of Dinuba; and

WHEREAS, the High School will be constructed in multiple phases of development; and

WHEREAS, the District has prepared and approved an Environmental Impact Report (“EIR”) for the High School, and

WHEREAS, specific studies, including water supply, sewer service, storm drainage and traffic impacts, were performed as part of the High School’s EIR; and

WHEREAS, said EIR identified cumulative water, sewer, storm drainage and traffic impacts beyond the boundary of the proposed development; and

WHEREAS, the EIR identified Mitigation Measures to address these impacts; and

WHEREAS, said Mitigation Measures identified the need to extend utilities, (sewer, water and storm drainage) to serve the High School; and

WHEREAS, said Mitigation Measures identified the need to construct street improvements beyond the High School, and

WHEREAS, the eastern portion of the High School is presently within the City's sphere of influence, while the western portion of the High School is presently outside the City's sphere of influence; and

WHEREAS, the County, District, and the City desire to memorialize the rights, duties and obligations of each as to the construction of the High School and related public improvements in accordance with the mitigation measures.

TERMS, CONDITIONS AND COVENANTS

NOW, THEREFORE, in consideration of the mutual acknowledgments, covenants and conditions hereinafter contained, it is agreed as follows:

1. DUTIES OF THE DISTRICT:

a. DISTRICT'S CONSTRUCTION OF IMPROVEMENTS ADJACENT TO HIGH SCHOOL.

The High School is generally bounded by Kamm Avenue (Avenue 408) on the north, and by Alta Avenue (Road 80) on the east. District shall install the improvements set forth in Exhibit A along the north and east frontage of the High School. District's improvements will be completed in coordination with the multiple phases of the project.

b. DISTRICT'S PAYMENT OF PRO RATA SHARE FOR TRAFFIC IMPROVEMENTS NOT ADJACENT TO HIGH SCHOOL.

- i. Payment For Non-Adjacent Improvements Based Upon Current Traffic Study.** Based upon the current traffic study of October 2017 ("Traffic Study"), District agrees to pay, prior to the start of construction for non-adjacent improvements, its pro rata share identified in Exhibit "B" to County or City, as the case may be, for non-adjacent street and traffic control improvements ("Traffic Improvements") based on the percentages as set forth in the Traffic Study.
- ii. Payment For Non-Adjacent Improvements Based on Supplemental Traffic Studies.** Before the beginning of construction of the high school, the District will update the traffic analysis to provide current traffic

information and an update of the mitigation requirements noted in the Traffic Study. The District will coordinate with the City of Dinuba, Tulare County, and Caltrans in the update of the traffic analysis. District agrees to pay its pro rata share to County or City, as the case may be, for any additional non-adjacent street and traffic control improvements based on the pro rata percentages as set forth in the updated traffic analysis.

- iii. **District's Acquisition of Right-of-Way.** The District, at its option, shall acquire, to the extent it exercises its discretion to adopt a resolution of necessity, land or easements in land ("Rights-of-Way") for construction of road and utility improvements as may be necessary for the development of the High School. The District shall convey all right, title and interest in any said Rights-of-Way it acquires to the County before annexation or to the City after annexation as the case may be. District shall make available to either the City or County possession to the Rights-of-Way upon the District's right to possess said Rights-of-Way. District agrees to convey title to the Rights-of-Way within 30 days of vesting of title in the District or no more than 90 days upon vesting title in the District if the District elects to convey said Rights-of-Way through an escrow.
- iv. **District's Payment of Fees for Non-Traffic Capital Facility Improvements (Excluding Sewer and Water Major Facilities Fees).** Subject to credit for construction of capital facility improvements, District shall pay to the City only those fees as required and as negotiated pursuant to Government Code section 54999 et seq. Exhibit C sets forth the fees to be paid by the District based upon actual costs pursuant to Government Code section 54999 et seq. If the District's fee obligation exceeds the construction credits for capital facilities construction, it shall be the District's responsibility to pay its remaining fee obligation before the opening of the phase that requires the capital facility improvement, or within ninety (90) days of annexation of the High School to the City of Dinuba, whichever is later.
- v. **District's Reimbursements.** To the extent the District's final construction costs (including approved change orders) and related costs (i.e., design costs, survey costs, engineering costs, traffic controls and all related bid costs) exceed the District's obligation to pay City fees (excluding plan check and inspection fees), the District shall be reimbursed within ninety

(90) days following annexation and after final acceptance of said improvements and upon availability of funds in accordance with the City's regulations and procedures in effect for such reimbursements. The actual reimbursements shall be determined based upon actual construction costs and the fees set forth in Exhibit C. District agrees to provide copies of all improvement as-built plans and financial data required for reimbursement documentation.

- vi. **District's Submission of Plans.** Before construction commences, District shall submit improvement plans for street, sewer, water (including storm drain and irrigation pipeline) to the City, or the County, as the case may be, for review and approval, to be completed on or before ____/____/____.
- vii. **District's Athletic Fields and Landscaped Areas.** The District agrees to consult with Alta Irrigation District and seek to enter into an agreement to acquire surface water, when available, to be used for purposes of irrigating High School's athletic fields and landscaped areas with surface water from the Alta Irrigation District. The District shall be responsible for all electrical and maintenance costs associated with landscaping and irrigation installed by District within the sidewalk area along the frontage of the High School. Until annexation to the City of Dinuba, the District shall be responsible for all electrical and maintenance costs associated with landscaping and irrigation installed by District within the medians along the frontage of the High School, if any. After annexation, the City will assume full responsibility for all electrical and maintenance costs associated with such median landscaping. The County agrees to provide encroachment permits as necessary, without charge to the District, to carry out the purposes of this section.
- viii. **Encroachment Permits.** The District, through its contractor(s), shall obtain encroachment permits from the County and the City for the installation for all work within the respective jurisdiction's public rights-of-way. All work shall be performed in accordance with County standards as a minimum. City Standards shall be applied if more restrictive than County standards. The standards shall be stated on the plans for the construction of the facilities. All work shall be completed in accordance with approved plans. The District, through its contractor(s),

shall pay all costs associated with said encroachment permits to the County and the City respectively.

- ix. **Pedestrian Facilities.** The District will work with the City and County to submit applications to the State of California for “safe routes to school” funding for temporary walkways where such are needed to provide pedestrian access for the High School, and to the State Allocation Board (SAB) as authorized by SAB regulations.
- x. **Payment to City of Dinuba for Sewer and Water Major Facilities Fees.** District shall pay to the City sewer and water major facilities fees pursuant to the agreement in effect between the parties with regard to the High School. The current fees are set forth in Exhibit C attached hereto. District reserves the right to prepay the fees for the High School in advance of any fee increase provided that payment is actually received by the City before the effective date of any such fee increase.

2. DUTIES OF THE CITY:

- a. **MAINTENANCE.** The City shall maintain the sewer and water facilities constructed by the District to serve the High School and any other development.
- b. **REIMBURSEMENTS.** The City shall reimburse the District as described in Section 1.b.v. above.
- c. **CITY’S OBLIGATIONS.** City shall perform such other responsibilities as described in this Agreement.

3. DUTIES OF THE COUNTY:

- a. **MAINTENANCE.** The County agrees that the sewer and water facilities shall be maintained by City. County further agrees to continually issue a no fee maintenance permit to City for related maintenance activities. Nothing herein shall relieve the County or the City from any statutory obligations as required by law.
- b. **REMITTANCE TO CITY.** In the event of annexation to City of any location where District has paid a pro rata share for improvements, the County shall transfer to

the City all funds paid by District in accordance with paragraphs 1.b.i. and 1.b.ii. of this Agreement, plus all accrued interest, for proposed improvements in the annexed area. Said transfer of funds shall be accomplished within 45 calendar days following recordation of annexation. City agrees that all transferred funds shall be expended for the facilities for which they were collected and will be administered in accordance with Government Code sections 66000 *et seq.*

- c. **COUNTY'S OBLIGATIONS.** County shall perform such other responsibilities as described in this Agreement.

4. **GENERAL PROVISIONS RELATING TO DISTRICT, CITY AND COUNTY:**

- a. **MUTUAL INDEMNITY.** Each party to this Agreement shall indemnify, defend and hold harmless every other party against any and all claims arising from the acts, errors or omissions of the indemnifying party's officers, agents or employees in the performance of this Agreement. In the event of a claim arising from the concurrent liability of two or more parties, the liability for any and all claims for injuries and/or damages shall be apportioned under California's principles of comparative negligence, as presently established or as may be hereafter modified under California law.
- b. **INSPECTION REQUIREMENTS AND INSPECTION FEES.** In order to avoid overlap of inspection and associated fees, City and County agree to coordinate their efforts as follows. District shall pay inspection fees related to the inspection of the sewer and water facilities to City and City shall perform all required inspection of sewer and water facilities. No inspection fees will be paid to County for inspection of sewer and water facilities. No additional inspection fees will be paid to City by District for inspection of other improvements, unless specifically authorized through a separate agreement between District and City. All other required construction inspection, including street improvements, trench backfill and compaction within public rights of way, storm drainage facilities and other work that requires public agency inspection shall be by County and fees for such inspection shall be paid to County by District. District acknowledges that in some cases as described above there may be some slight duplication of fee charges which District hereby agrees to pay. However, City and County shall exercise due diligence to coordinate their efforts to avoid, to the fullest extent possible, the assessment of duplicative fees upon the District. County will provide copies of

the Encroachment Permit file and inspection records to the City upon annexation to the City.

5. **MISCELLANEOUS.**

- a. **BINDING EFFECT.** This Agreement is binding upon the successors and assigns of the parties.

- b. **AMENDMENTS.** Amendments to this Agreement shall be made in writing between the parties. Amendments shall be made as necessary to the extent the current Traffic Study does not identify impacts not otherwise listed in Exhibits A, B and C for which the High School is responsible.

- c. **INTEGRATION.** Except as specified in Section 5.b., this Agreement is intended to reduce to writing all the rights, duties and obligations of the parties relative to improvements for the High School.

- d. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in Counterparts, all of which instruments, when taken together, shall constitute one instrument as if all signatures appeared on the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Tulare County, California, the day and year first above written.

CITY:

DISTRICT:

City of Dinuba,
a California municipal corporation

Dinuba Unified School District
a California public school district

By: _____

By: _____

COUNTY:
County of Tulare

By: _____

EXHIBIT A- TRAFFIC/STREET IMPROVEMENTS

The following improvements are taken from the Final EIR, in the event of a conflict between the mitigation measures contained therein and below, the mitigation measures of the Final EIR supersede the following-

- The project shall include installation of Class II bike lanes as part of the high school's frontages on Kamm Avenue and Alta Avenue.
- Access Driveway 1, Access Driveway 2, and Access Driveway 3 shall have a minimum length of 75 feet before any vehicular openings to the school parking lot. Additionally, Dinuba Unified shall not locate driveways within the functional areas of major street intersections and shall consult with the responsible roadway agency to help determine the placement of driveways and their access type.
- With the implementation of the project, the following improvements would be necessary to achieve an acceptable LOS at the intersections of Tulare Street at Alta Avenue, Alta Avenue at Kamm Avenue, and Kamm Avenue at Access Driveway 1, and also the segment of Kamm Avenue between Alta Avenue and Greene Avenue. Dinuba Unified shall participate on a pro rata basis in the following improvements:

1. At the intersection of Tulare Street and Alta Avenue, the intersection shall be signalized and improved with protective left-turn phasing.

2. At the intersection of Alta Avenue at Kamm Avenue, the following improvements shall be made:

1) modify the southbound through-right lane to a through lane; 2) add a southbound right-turn lane; 3) add a second eastbound through lane; 4) modify the traffic signal to implement protective left-turn phasing in all directions and to accommodate the added lane geometrics.

3. At the intersection of Kamm Avenue and Access Driveway 1, All-Way STOP traffic controls shall be implemented.

4. To improve LOS along the segment of Kamm Avenue between Alta Avenue and Greene Avenue, this segment of Kamm Avenue be restriped to accommodate two lanes in each direction.

- To improve traffic queuing conditions, the project shall accommodate the improvements recommended in the "Queuing Analysis" on page 43 of the Traffic

Impact Analysis (Volume II, Appendix F). The District shall work with City of Dinuba and County of Tulare staff as appropriate to develop the estimated construction costs.

- The project shall include walkways of six feet or wider constructed along the project's frontages to Kamm Avenue and Alta Avenue. Additionally, these walkways shall be separated from the street by a park strip to provide some separation between pedestrians and the paved portions of the road.
- High visibility crosswalks shall be installed at the intersection of Kamm Avenue at Alta Avenue.
- Safety instruction of students by high school staff shall be provided at least twice per year emphasizing that crossing a street at any other place other than the crosswalks is unsafe and strictly prohibited. ‘
- High school staff shall monitor the east side of the campus during lunch to ensure that students cross Alta Avenue at the crosswalks at the intersection of Kamm and Alta Avenues.

EXHIBIT B- 2017 TRAFFIC STUDY'S FAIR SHARE IMPACT ANALYSIS

Project Equitable Fair Share Impact Analysis

The project's equitable fair share impact to all study intersections and segments that are projected to fall below their respective LOS threshold or for which additional storage capacity is projected to be necessary by the Cumulative Year 2035 plus Project scenarios. The Project's Equitable fair shares are provided in Table XVIII. The project's fair share percentage impacts were calculated pursuant to the Caltrans Guide for the Preparation of Traffic Impact Studies. The Project's pro-rata fair shares were calculated utilizing the Existing, Buildout Project only trip assignment and the Cumulative 2035 plus Project Weekday volumes. Figure 2 illustrates the Existing Weekday traffic volumes. Figure 11 illustrates the Buildout Project only trip assignment to the respective study facilities. Figure 12 illustrates the total traffic volumes during the Cumulative Year 2035 plus Project Weekday scenario. The critical peak period for the study facilities was determined to be during the AM peak, and therefore the AM peak volumes are utilized to determine the Project's pro-rata fair share.

It is recommended that the Project contribute its equitable fair share as listed in Table XVIII for the future improvements necessary to maintain an acceptable LOS. However, fair share contributions should only be made for those facilities or portion thereof currently not funded by the responsible agencies roadway impact fee program(s) (as appropriate). For those improvements not presently covered by local and regional roadway impact fee programs, it is recommended that the Project contribute its equitable fair share. Payment of the Project's equitable fair share in addition to the local and regional impact fee programs would satisfy the Project's traffic mitigation measures.

This study does not provide construction costs for the recommended mitigation measures; therefore, if the recommended mitigation measures are implemented, it is recommended that the DUSD work with City of Dinuba and County of Tulare staff as appropriate to develop the estimated construction costs.

Table XVIII: Project's Fair Share of the Future Improvements

<i>ID</i>	<i>Intersection</i>	<i>Existing Weekday Traffic Volumes (AM Peak)</i>	<i>Year 2035 + Project Weekday Traffic Volumes (AM Peak)</i>	<i>Weekday Project Only Traffic Volumes (AM Peak)</i>	<i>Project's Fair Share (%)</i>
1	Tulare Street / Alta Avenue	1,345	2,541	611	51.09%
4	Kamm Avenue / Alta Avenue	1,429	3,231	1,091	60.54%
6	State Route 201 / Alta Avenue	1,372	2,047	85	12.59%
<i>ID</i>	<i>Kamm Avenue between:</i>	<i>Existing Weekday Traffic Volumes (Daily)</i>	<i>Year 2035 + Project Weekday Traffic Volumes (Daily)</i>	<i>Weekday Project Traffic Volumes (Daily)</i>	<i>Project Fair Share (%)</i>
1	Road 74 and Access Driveway 1	3,559	6,481	672	23.00%
2	Access Driveway 1 and Access Driveway 2	3,559	7,046	1,237	35.47%
3	Access Driveway 2 and Alta Avenue	3,559	9,551	3,712	61.95%
4	Alta Avenue and Greene Avenue	7,377	15,265	1,758	22.29%

Notes: Project Fair Share = ((Weekday Project Traffic Volumes) / (Year 2035 + Project Weekday Traffic Volumes - Existing Weekday Traffic Volumes)) x 100

EXHIBIT C- PHASE I DEVELOPMENT IMPACT FEES

For Phase I of the project, District shall pay the following development impact fees:

Police	\$ 23,935
Fire	\$ 31,409
Transportation	\$2,211,576
Sewer	\$ 53,295
Water	<u>\$ 123,470</u>
TOTAL	\$2,443,685

Note- These fees are based on a total square foot area of 153,995. If the total square footage is adjusted in the final design these impact fees would also need to be adjusted.



City Council Staff Report

Department: CITY ATTORNEY

February 22, 2022

To: Mayor and City Council

From: David Yanez, City Attorney

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.

EXECUTIVE SUMMARY

The city is required to review and update city council district boundaries every ten years based on changes in population following the U.S. Census. The goal is to ensure that each district has equal population and demographic fairness. The city's consultant has prepared the first draft council district boundaries for review and input the City Council and the community.

OUTSTANDING ISSUES

None.

DISCUSSION

Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. The current City Council district is attached herein as Attachment 'A.' This process, called redistricting, ensures all districts have nearly equal population. Pursuant to California Elections Code § 21600- 21630, the Dinuba City Council must adopt the redrawn council maps by April 17, 2022.

The council election districts must now be redrawn, since the 2020 census data reflect a change since the adoption of the City's current districts. New maps will be redrawn with the assistance of the Dinuba community, Davis Demographics, Inc., and city

staff.

The Citizens Advisory Committee

Section 2.02 (A) of the Dinuba City Charter states that if U.S. Census data necessitates, a Citizens Advisory Committee shall be formed by the City Council for the purpose of developing and recommending to it, revised council election district boundaries. The Charter further requires that at the *“time of redistricting Council districts shall not vary in population between districts by more than two (2%) percent”* and that *“no change in district boundaries shall operate to disqualify an incumbent from office before expiration of the term for which such person was elected or appointed.”*

At the City Council meeting of June 22, 2021 the Planning Commission was appointed to serve as the Citizens Advisory Committee to advise the Council on redrawing council district boundaries. By law, California charter cities must hold at least four (4) public hearings that allow community members to provide input on the redrawing of council election district maps. The City will hold these public hearings during meetings of the Planning Commission and of the City Council. All meetings and hearings will comply with all applicable legal requirements.

Criteria for Redistricting

According to the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020, the council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21621 (b),(c)):

1. Comply with the federal requirements of equal population and the Voting Rights Act;
2. Geographically contiguous;
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together);
4. Easily identifiable boundaries;
5. Compact (do not bypass one group of people to get to a more distant group of people);
6. Shall not favor or discriminate against a political party;

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting from 2022 to 2024
2. Respect voters' choices / continuity in office
3. Future population growth

The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A community of interest under the relevant Elections Code 21621(c) is “a population that shares

common social or economic interest that should be included within a single district for purposes of its effective and fair representation.”

Possible features defining community of interest might include, but are not limited to:

1. School attendance areas
2. Natural dividing lines such as major roads, hills, or highways;
3. Area around parks and other neighborhood landmarks;
4. Common issues, neighborhood activities, or legislative/election concerns; and

Shared demographic characteristics, such as:

1. Similar levels of income, education, or linguistic insulation;
2. Languages spoken at home; and
3. Single-family and multi-family housing unit areas

Current and proposed draft maps are attached herein as Attachments 'B', 'C', and 'D'. Attachment scenario 'D' includes considerations for future growth, which was requested by Council at the January 25, 2022 City Council meeting. It is staff's recommendation that the City Council provide input and direction to staff and the Citizens Advisory Committee, receive community input and provide appropriate direction to City staff regarding the proposed council election district boundaries as presented.

FISCAL IMPACT

The City has contracted with Davis Demographics, Inc. for an agreed upon price to provide demographic and mapping services for the redistricting process because of their expertise and familiarity with the City of Dinuba's data.

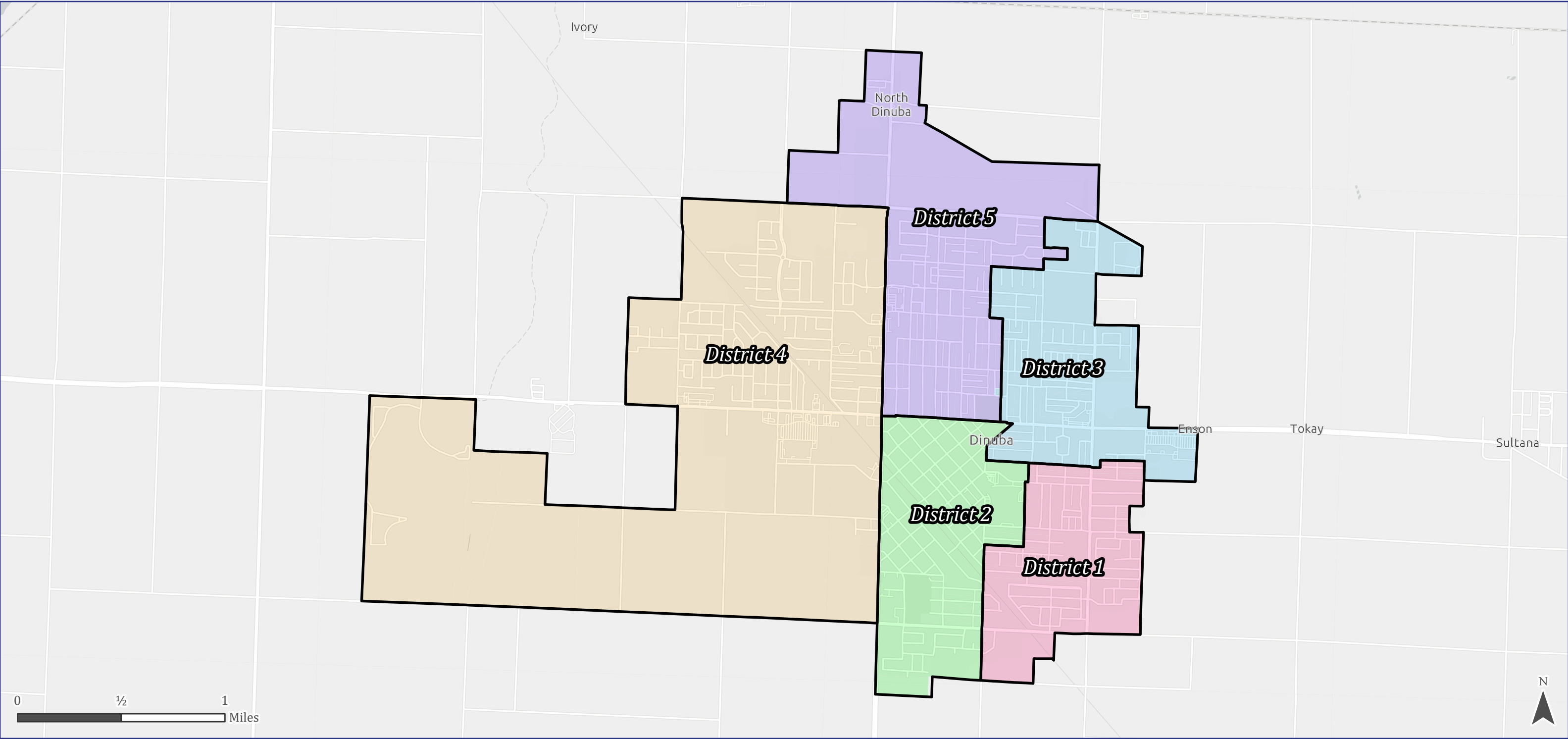
PUBLIC HEARING

None required. Subsequent public hearings will be held at the Planning Commission meetings of February 1st, 2022 and March 1st, 2022.

ATTACHMENTS:

- A. Current City Council Districts
- B. Scenario 1 City Council Districts Map
- C. Scenario 2 City Council Districts Map
- D. Scenario 3 City Council Districts Map (future growth)

Current Districts



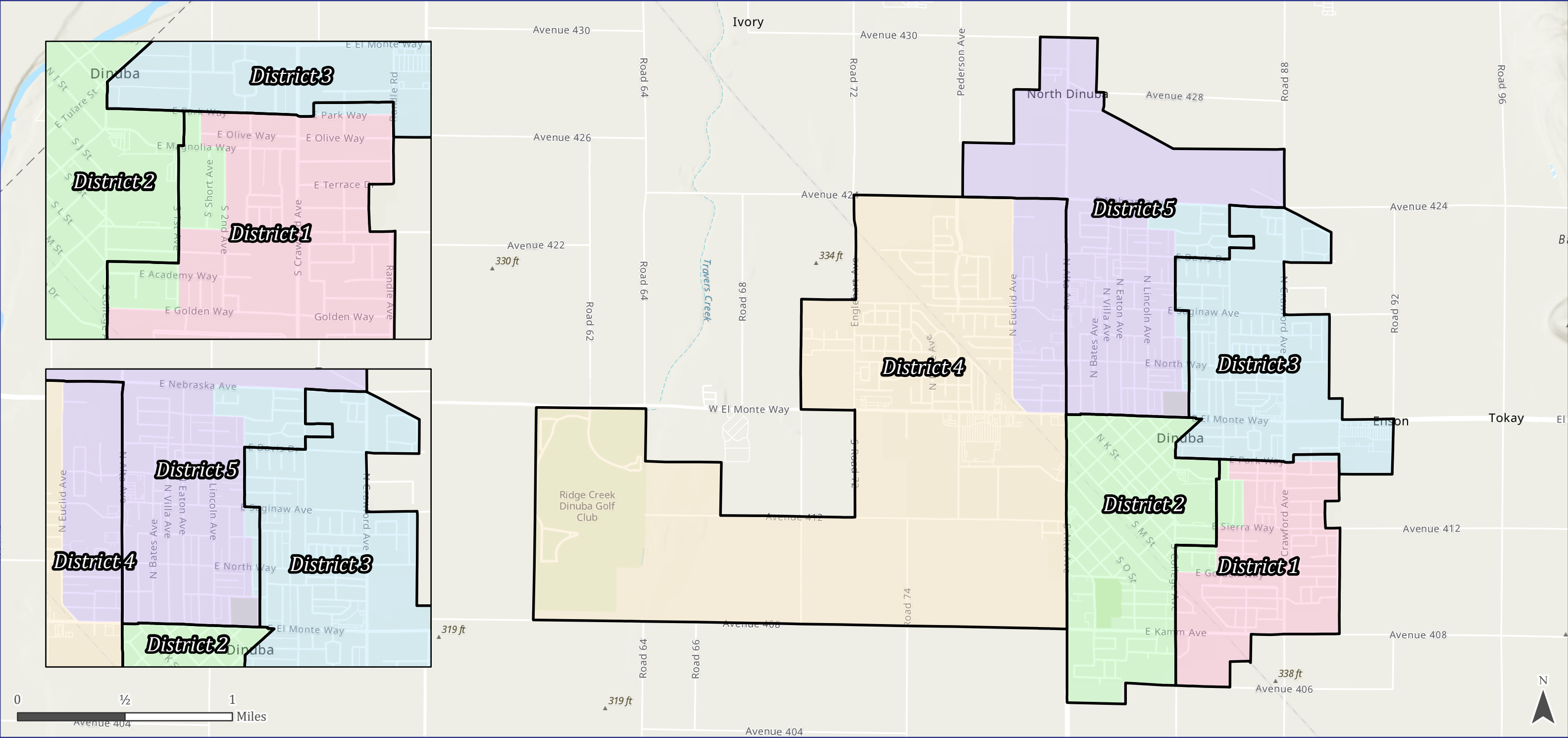
Current	Total Population (2020 Census)	Variance	Citizen Voting Age Population 2015-2019 Estimate
District 1	5,732	16.13%	2,257
District 2	4,212	-14.67%	1,624
District 3	4,291	-13.07%	2,317
District 4	6,309	27.82%	2,762
District 5	4,138	-16.17%	2,605
Totals	24,682	Max Variance 43.99%	11,565

- District 1
- District 2
- District 3
- District 4
- District 5

Disclaimer
Of necessity, the outer jurisdictional district boundaries shown here are based on Census block geography (rather than City of Dinuba geography) and are approximations of the boundaries as implemented by election officials.

A Census block is the smallest geographic census unit. Blocks can be bounded by visible features such as streets, roads, streams, and railroad tracks, and by nonvisible boundaries, such as selected property lines and city, township, school district, and county limits. Census blocks change every decade.

Proposed Districts - Map 1



Current	Total Population (2020 Census)	Variance	Citizen Voting Age Population 2015-2019 Estimate
District 1	4,968	0.64%	1,963
District 2	4,907	-0.60%	1,808
District 3	4,998	-1.25%	2,749
District 4	4,900	-0.74%	2,198
District 5	4,909	-0.56%	2,760
Totals	24,682	Max Variance 1.89%	11,478
Target:	4,936		

Proposed Districts - Map 1

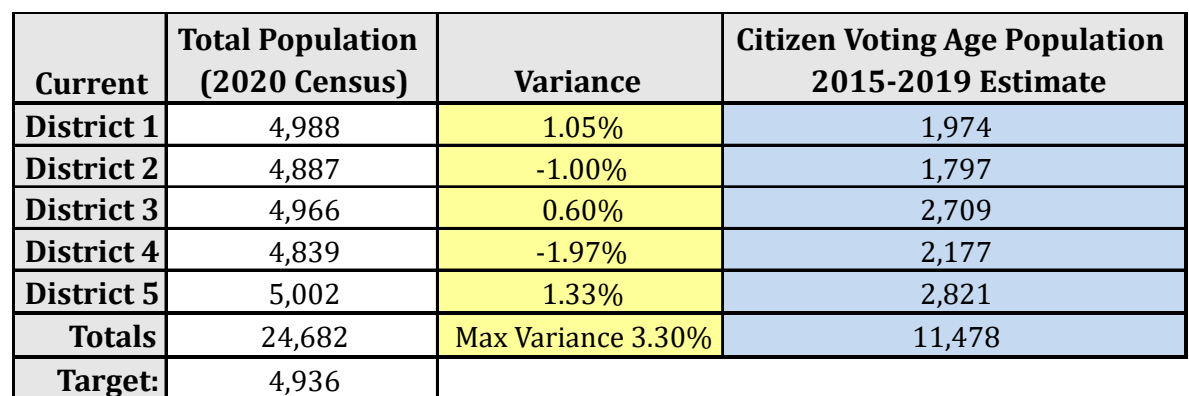
- District 1
- District 2
- District 3
- District 4
- District 5
- Current District Areas

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City of Dinuba



 District 1
 District 2
 District 3
 District 4
 District 5
 Current District Areas

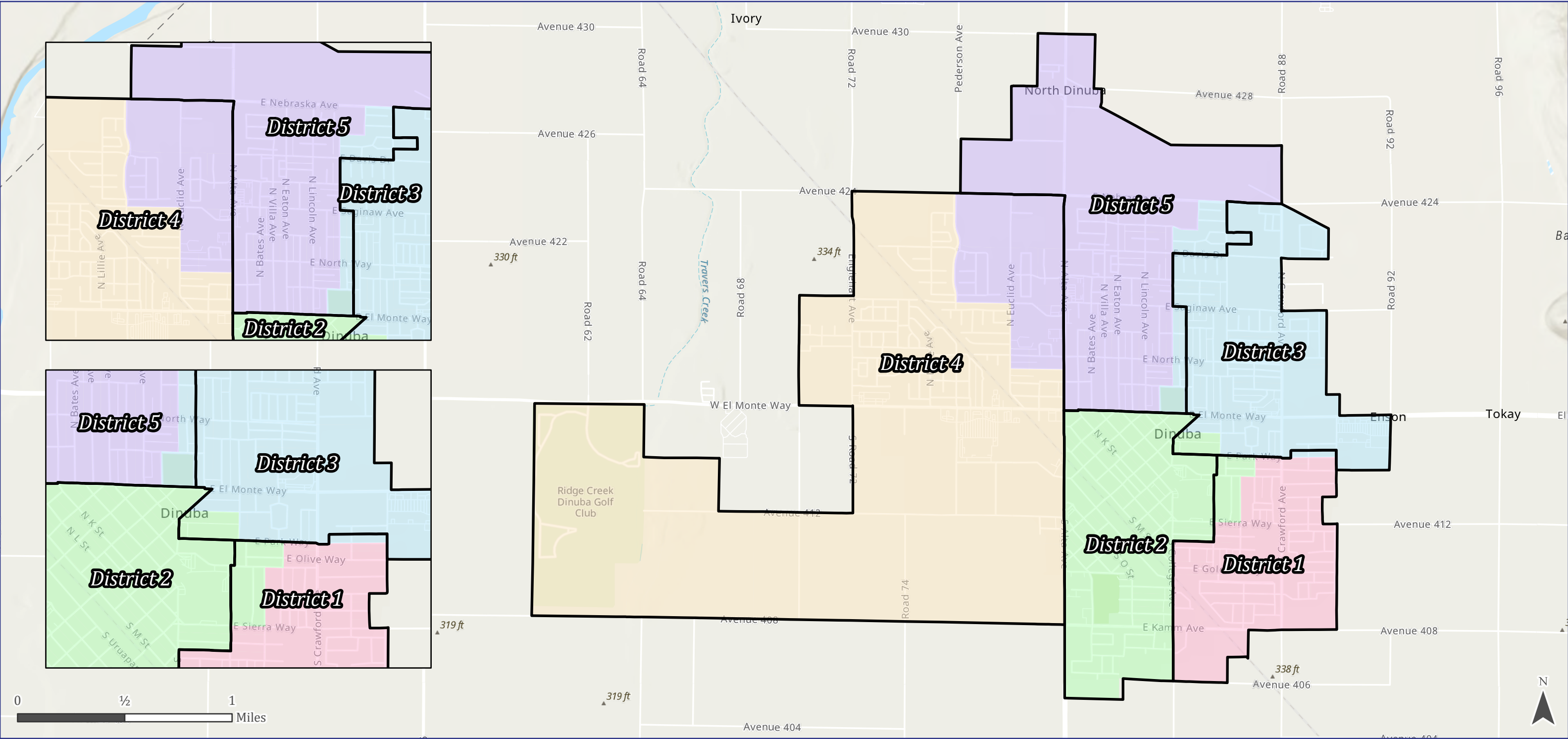
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Data Sources: Census Bureau; Statewide Database, University of California, Berkeley Law, Center for Research; City of Dinuba; Davis Demographics

Basemap Sources: Fresno County Dept.
PWP, Esri, HERE, Garmin, SafeGraph,
INCREMENT P, METI/NASA, USGS, Bureau
of Land Management, EPA, NPS, US Census
Bureau, USDA, Esri, NASA, NGA, USGS,



Proposed Districts - Map 3



Current	Total Population (2020 Census)	Variance	Citizen Voting Age Population 2015-2019 Estimate
District 1	4,988	1.05%	1,974
District 2	5,124	3.80%	1,898
District 3	4,729	-4.20%	2,608
District 4	4,719	-4.40%	2,137
District 5	5,122	3.76%	2,861
Totals	24,682	Max Variance 8.16%	11,478
Target:	4,936		

Proposed Districts - Map 3

- District 1
- District 2
- District 3
- District 4
- District 5
- Current District Areas

Disclaimer

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