Tuesday, July 14, 2026 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

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

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
Approval of City Council Meeting Minutes (MA)

RECOMMENDATION
Council to review and approve the City Council meeting of June 23, 2026, as presented.

4.2. SUBJECT

Approval of Lease Agreement with OPAL Fuels Station Services LLC for the City's Compressed Natural Gas (CNG) Fueling Facility and Authorization to Surplus CNG Equipment (GA)

RECOMMENDATION
Council by one motion:

1. Approve a Lease Agreement between the City of Dinuba and OPAL Fuels Station Services LLC, and
2. Authorize the City Manager or his designee to execute the subject Lease Agreement and any related documents, and
3. Authorize the surplus of Compressed Natural Gas (CNG) fueling equipment that has become obsolete and past its useful life.

4.3. SUBJECT
Resolution No. 2026-43 Approving Findley Parcel Map (JW)

RECOMMENDATION

Council, by one motion and one vote, take the following actions:

1. Adopt Resolution No. 2026-43 approving the Findley Parcel Map creating four (4) parcels and one remainder parcel for the Findley Subdivision; and,
2. Authorize the City Engineer and City staff to record the Parcel Map with the Tulare County Recorder.

4.4. SUBJECT
Resolution No. 2026-45 Authorization to sell property for Residential Development and Public Right of Way Dedication (JW)

RECOMMENDATION
Council, by one motion and one vote:

1. Adopt Resolution No. 2026-45 authorizing the sale of seven (7) City-owned subdivision lots to Joe Crown Homes.
2. Accept the dedication of the public right-of-way created through the approved Lot Line Adjustment.
3. Authorize the City Manager, or designee, to execute all documents necessary to complete the property transfer and record all associated documents.

4.5. SUBJECT
Resolution No. 2026-44 Approving the Acquisition of Property in Fee for the El Monte/Road 56 Roundabout (JW)

RECOMMENDATION

Council adopt Resolution No. 2026-44 by one motion approving:

1. Right of Way Agreement with Joseph G. Warkentin, Trustee of the Dennis and

Elizabeth Warkentin Living Trust.
2. Right of Way Agreement with Airport Ranch Co., L.P., et al.
3. Authorize the City Manager or designee to execute the agreements.
4. Accept the Grant Deed for public street purposes

5. WARRANT REGISTER

5.1. SUBJECT
Warrant Register June 26, 2026, July 2, & 10, 2026 (KS)

RECOMMENDATION
Council to review and approve the Warrant Register as presented.

6. PUBLIC HEARING

6.1. SUBJECT
Public Hearing to Accept and Approve Closeout Report on the 2021 Sewer Lateral Program (21-CDBG-PI-00011) and Senior Meal Program (22-CDBG-NH-0003) Grants (GA)

RECOMMENDATION

Council conduct the required public hearing to receive public comments regarding the closeout of the City's 2021 Community Development Block Grant (CDBG) Sewer Lateral Program (21-CDBG-PI-00011) and 2022 Senior Meal Program (22-CDBG-NH-00003). Following the public hearing, authorize staff to submit the required grant closeout documentation to the California Department of Housing and Community Development (HCD).

6.2. SUBJECT
Public hearing to consider an appeal of Planning Commission’s approval of an application for a Conditional Use Permit for the construction and operation of a gas station at the existing Walmart store, located on the east side of Monte Vista Drive, south of El Monte Way.

RECOMMENDATION

Council to conduct the public hearing and adopt Resolution No. 2026-47, denying the appeal and affirming the Planning Commission's approval of Conditional Use Permit Application No. 2026-03, including the determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32, In-Fill Development Projects).

7. DEPARTMENT REPORTS

7.1. SUBJECT
2025-26 Year-End Review (LP)

RECOMMENDATION

Council to receive the annual Year-End Review.

8. MAYOR/COUNCIL REPORTS

9. CITY MANAGER COMMUNICAT IONS

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: CITY MANAGER'S OFFICE — July 14, 2026

To: Mayor and City Council

From: Maria Alaniz, City Clerk/HR Director

By: Lupe Montejano, Billing Supervisor/Deputy City Clerk

Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION:

Council to review and approve the City Council meeting of June 23, 2026, as presented.

EXECUTIVE SUMMARY:

None.

OUTSTANDING ISSUES:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

PUBLIC HEARING:

None required.

ATTACHMENTS:

1. City Council Meeting Minutes, June 23, 2026

June 23, 2026
MINUTES

COUNCIL MEMBERS PRESENT:

Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer

COUNCIL MEMBERS ABSENT:

STAFF MEMBERS PRESENT:

Avila, Chastain, Hurtado, Iriarte, James, Lew, Montejano, Patlan, Solis

1. WORK SESSION - 6:00 P.M.

1.1. Second Fire Station (GC)

Fire Chief Chastain presented the design for the second Fire Station to the Council for their direction. Three designs were submitted, with the Council favoring design 3 first, followed by design 1.

1.2. Future City Hall (DJ)

Assistant City Manager James presented the proposed future City Hall, including two elevations for the Council's guidance. The presentation was for informational purposes only.

2. OPENING CEREMONIES - 6:30 P.M.

2.1. Welcome and Call to Order

Mayor Nerio-Guerrero called the meeting to order at 6:30 p.m.

2.2. Invocation

The Invocation was led by Chaplain Garcia.

2.3. Pledge of Allegiance

The Pledge of Allegiance was led by Parks & Community Serices Director Hurtado.

3. 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.

4. PRESENTATIONS

4.1. 2026 Dinuba Youth Baseball & Softball Champions Recognition (SH)

The 2026 Dinuba Youth Baseball and Softball Champions were recognized.

5. 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.

Felipe Martinez approached the podium to recognize the Police Department for its proactive efforts in the community.

6. CONSENT CALENDAR

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

6.1. SUBJECT
Approval of City Council Meeting Minutes (MA)

RECOMMENDATION
Council to review and approve the City Council meeting of June 9, 2026, as presented.

6.2. SUBJECT
Proclamation 2026-02 Declaring July as "Parks Make Life Better! ® Month" (SH)

RECOMMENDATION
Council to adopt Proclamation No. 2026-02 declaring July as "Parks Make Life Better! ® Month" in the City of Dinuba.

6.3. SUBJECT
Approval of the Campus-Based Peace Officers Agreement Between the City of Dinuba and the Dinuba Unified School District for the School Resource Officers & Temporary Part-Time Community Service Officers Partnership for FY 2026-27 (AI)

RECOMMENDATION
Council to approve the Campus-Based Peace Officers Agreement with the Dinuba Unified School District, which consists of two (2) School Resource Officers and two (2) temporary part-time Community Service Officers for the 2026-27 school year, and authorize the City Manager or designee to execute the agreement.

6.4. SUBJECT
Resolution No. 2026–42 Approving a Professional Services Agreement with CivicPlus for website development, hosting, and management (DJ)

RECOMMENDATION
Council to adopt Resolution No. 2026-42 authorizing the City Manager to execute a Professional Services Agreement with CivicPlus for website development, hosting, and management.

6.5. SUBJECT
Waiver of Park Rental Fees at Rose Ann Vuich Park for Dinuba Police Officers Association's Rib Cook-Off Event (SH)

RECOMMENDATION
Council to approve the use of Rose Ann Vuich Park by the Dinuba Police Officers Association for their Rib Cook-Off event and waive the park rental fees in the amount of $234.

6.6. SUBJECT
Ordinance No. 2026-11 – Second reading and Adoption to change the zoning for the site at 6676 W. Ave. 408 (KSch))

RECOMMENDATION
Council to conduct the second reading, waive reading in full, and adopt Attachment “A” (Ordinance 2026-11) pertaining to an amendment of the zoning on a 2-acre portion of a 31-acre parcel located on the north side of Avenue 408 (Kamm Avenue) approximately 1,250 feet west of Road 70, on a portion of the City’s Wastewater Treatment Plant site.

A motion was made by Vice Mayor Prado, seconded by Council Member Launer, to approve the Consent Calendar as presented.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer
Absent: None.

7. WARRANT REGISTER

7.1. SUBJECT
Warrant Register June 12 & 19, 2026 (KS)

RECOMMENDATION
Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Thusu, seconded by Council Member Reynosa, to approve the Warrant Register as presented.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer
Absent: None.

8. DEPARTMENT REPORTS

8.1. SUBJECT
Potential Sales Tax Measure to provide ongoing funding for capital projects, public safety, park improvements, and other quality of life improvements (DJ)

RECOMMENDATION

Staff recommends the City Council consider the following actions regarding a potential sales tax ballot measure:

1. Take no action at this time.

2. Revisit the ballot measure in 2028, or

3. Adopt Resolution 2026-41, Ordering the Submission to the Qualified Voters of the City of Dinuba a Measure Proposing a Three-Quarter Cent (0.75%) General Transaction and Use Tax; Authorizing the City Attorney to Prepare an Impartial Analysis; and Directing the City Clerk to Perform All Acts Required by Law in Connection with the Conduct of Said Election at the November 3, 2026, Consolidated General Election; and, Adopt Resolution No. 2026–40 Approving a Professional Services Agreement with Randle Communications for Public Education and Outreach.

Administrative Services Director Solis presented the Sales Tax Measure to provide ongoing funding for capital projects, public safety, park improvements, and other quality-of-life initiatives. The Sales Tax Measure was presented for the Council's direction.

City Attorney Lew presented updated language for Resolution 2026-41 to the Council and the public for the official record, as detailed below.

RESOLUTION NO. 2026-41

WHEREAS, the city proposes to establish a general purposes Transactions and Use Tax (Sales Tax) in the amount of a three-quarter cent (3/4¢) as directed by the City Council; and

WHEREAS, the proposed, locally enacted Sales Tax measure is projected to generate general fund revenue of approximately $3,400,000 annually; and

WHEREAS, the proposed measure shall be voted on by qualified voters of the City, at the November 3, 2026, the date of the statewide general election; and

DINUBA ESSENTIAL SERVICES, PUBLIC SAFETY, AND IMPROVEMENTS MEASURE	
Shall the measure maintaining 911 emergency response, crime investigation; retaining/attracting well-trained firefighters/police/paramedics; repairing potholes/streets/alleys; addressing homelessness; keeping public areas/parks safe/clean/well-maintained; retaining/attracting local businesses; maintaining youth recreation programs and senior services, other general city services; establishing a ¾¢ sales tax, providing approximately $3,400,000 annually until ended by voters, requiring public spending disclosure, audits, all funds locally controlled, be adopted?	YES
	NO

ORDINANCE NO., Exhibit A

AN ORDINANCE ADDING CHAPTER 3.13 TO TITLE 3 OF THE DINUBA MUNICIPAL CODE TO PROVIDE FOR AN ADDITIONAL THREE QUARTER PERCENT (.75 CENT) GENERAL PURPOSES TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION TO PROVIDE FUNDS FOR COMMUNITY PRIORITIES

Section 6313.160 — Removed

A motion was made by Council Member Launer, seconded by Council Member Thusu, to adopt Resolution 2026-41 as amended and revised, Ordering the Submission to the Qualified Voters of the City of Dinuba a Measure Proposing a Three-Quarter Cent (0.75%) General Transaction and Use Tax; Authorizing the City Attorney to Prepare an Impartial Analysis; and Directing the City Clerk to Perform All Acts Required by Law in Connection with the Conduct of Said Election at the November 3, 2026, Consolidated General Election; and, adopt Resolution No. 2026–40 approving a Professional Services Agreement with Randle Communications for Public Education and Outreach.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer
Absent: None.

8.2. SUBJECT
Cancellation of City Council meetings of July 28, 2026, August 25, 2026 and September 22, 2026 (MA)

RECOMMENDATION
Council to consider cancellation of the regular City Council meetings scheduled for July 28, 2026, August 25, 2026 and September 22, 2026.

Billing Supervisor/Deputy City Clerk Montejano asked the Council to consider the cancellation of the regular City Council meetings scheduled for July 28, 2026, and August 25, 2026, due to summer vacations and other conflicts, and September 22, 2026, due to the attendance of Council members at the Annual League of California Cities Conference.

A motion was made by Council Member Reynosa, seconded by Council Member Thusu, to approve the cancellation of the regular City Council meetings scheduled for July 28, 2026, August 25, 2026, and September 22, 2026.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer
Absent: None.

9. MAYOR/COUNCIL REPORTS

The Council shared community events and meetings they attended.

10. CITY MANAGER COMMUNICAT IONS

City Manager Patlan had no new updates to share.

11. CITY STAFF COMMUNICATIONS

Police Chief Iriarte provided an update on staffing.

Public Works Director Avila shared updates on projects and grant applications.

12. ADJOURNMENT

The meeting was adjourned at 7:21 p.m.

[MIN_SIGNATURES]

CITY OF DINUBA
Together, A Better Community
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City Council Staff Report

Department: PUBLIC WORKS — July 14, 2026

To: Mayor and City Council

From: George Avila, Public Works Director

By: Elva Patino, Business Manager

Subject: Approval of Lease Agreement with OPAL Fuels Station Services LLC for the City's Compressed Natural Gas (CNG) Fueling Facility and Authorization to Surplus CNG Equipment (GA)

RECOMMENDATION:

Council by one motion:

1. Approve a Lease Agreement between the City of Dinuba and OPAL Fuels Station Services LLC, and
2. Authorize the City Manager or his designee to execute the subject Lease Agreement and any related documents, and
3. Authorize the surplus of Compressed Natural Gas (CNG) fueling equipment that has become obsolete and past its useful life.

EXECUTIVE SUMMARY:

The City has owned and operated its compressed natural gas (CNG) fueling station for many years. However, aging infrastructure and ongoing operating losses have made continued City operation unsustainable. The proposed Lease Agreement with OPAL Fuels Station Services LLC will generate lease revenue, provide CNG fuel for the City's fleet, and transfer responsibility for operating and maintaining the facility to OPAL. Staff also recommends declaring the existing CNG fueling equipment surplus, since it has reached the end of its useful life.

OUTSTANDING ISSUES:

None.

DISCUSSION:

For approximately 20 years, the City has owned and operated its compressed natural gas (CNG) fueling station to provide fuel for City vehicles, public transit, the local waste

hauler and the general public. While the station has served the community well, the financial and operational demands of maintaining the aging facility have reached a point where continued City ownership and operation is no longer feasible. Although the CNG operation generated positive financial results for many years and accumulated a fund balance of approximately $500,000, operating expenditures have exceeded revenues by approximately $300,000 over the past five fiscal years. As a result, the fund balance has steadily declined to approximately $200,000 and is expected to continue decreasing if the City maintains the current operating model. Staff believes transitioning the facility to a private operator is the most financially responsible long-term solution.

In addition to the financial impacts, the existing CNG station requires a significant commitment of staff resources to keep the facility operational. Public Works staff currently spend an estimated 12 to 20 hours each month troubleshooting equipment failures, coordinating repairs, and addressing operational issues associated with the aging system. These staff hours could be better utilized addressing the Department's core responsibilities. Leasing the facility to an experienced private operator will eliminate these ongoing maintenance responsibilities while allowing staff to focus on higher priority operational needs.

The proposed Lease Agreement with OPAL Fuels Station Services LLC, (see Attachment 1) provides several long-term benefits to the City. Under the agreement, OPAL will remove the existing equipment and construct, own, operate, and maintain a new CNG fueling station at its sole expense. In return, the City will receive annual lease revenue beginning at $24,000 per year, with a two percent annual escalation throughout the lease term, while avoiding future capital replacement and maintenance costs associated with the facility. The proposed Lease Agreement has an initial term of ten (10) years and will automatically renew for successive five (5) year terms unless either party provides at least 180 days' written notice prior to the expiration of the then-current term. This structure provides long-term operational stability while allowing either party the flexibility to terminate the agreement at the end of a lease term with appropriate notice.

In addition to the lease revenue, the agreement provides the City with 3,500 gasoline gallon equivalents (GGE) of compressed natural gas annually at no cost for use by the City's fleet, with any additional fuel purchased at market rates. This provision allows the City to continue utilizing its existing CNG fleet without interruption while transferring the responsibility for operation, maintenance, and future investment in the fueling station to OPAL. The agreement therefore provides both an ongoing revenue source and a tangible operational benefit to the City.

Finally, because OPAL will remove the City's existing CNG fueling infrastructure as part of the project, staff recommends that the associated CNG fueling assets be declared surplus. The assets proposed for surplus are identified in Attachment 2, and consist of obsolete CNG fueling equipment that have reached the end of their useful life. Approval of the Lease Agreement and surplus declaration will allow the City to

eliminate ongoing operating losses, redirect valuable staff resources to core Public Works functions, generate a new source of lease revenue, and continue receiving CNG fuel for City fleet operations without the burden of owning and maintaining the fueling station.

FISCAL IMPACT:

Approval of the proposed Lease Agreement is expected to have a positive long-term fiscal impact by eliminating the City's ongoing operating deficits associated with the CNG fueling station while generating annual lease revenue. In addition, the City will receive 3,500 gasoline gallon equivalents (GGE) of CNG annually at no cost, reducing fleet fuel expenses.

PUBLIC HEARING:

None.

ATTACHMENTS:

1. Dinuba_Opal Lease Agreement July 2026
2. Surplus CNG Asset Listing

LEASE AGREEMENT

This Lease Agreement (this "**Lease Agreement**") is entered into on [date] ("**Effective Date**") between OPAL Fuels Station Services LLC, a Delaware limited liability company ("**Lessee**") and City of Dinuba, a California municipality ("**Lessor**") (each a "**Party**" and together the "**Parties**").

RECITALS

WHEREAS, Lessor is the owner of the real property located at 1088 E. Kamm Avenue, Dinuba, California 93618 (the "**Property**").

WHEREAS, subject to the terms and conditions set forth herein, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, that certain portion of the Property, more particularly described in Exhibit A attached hereto (the "**Leased Parcel**"), in order for Lessee to install and operate a compressed natural gas fueling station on the Leased Parcel;

WHEREAS, Lessee shall design, engineer, and construct certain improvements, upgrades, and enhancements to an existing compressed natural gas fueling station on the Leased Parcel and shall own, operate, and maintain such compressed natural gas fueling station during the Term of this Lease Agreement; and

WHEREAS, Lessor will benefit from the improvements, upgrades, and enhancements to the compressed natural gas fueling station on the Leased Parcel, which is expected to increase the value and utility of the Leased Parcel.

NOW THEREFORE, for and in consideration of the mutual promises and benefits herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Lease.**

(a) Lessor does hereby lease, demise and let unto Lessee the Leased Parcel and grants and conveys to Lessee:

(i) the exclusive leasehold right on, across, and under the Leased Parcel to construct, reconstruct, erect, install, improve, replace, repair, relocate, operate, maintain, store, use, dismantle, and remove from time to time, existing, additional or new facilities and equipment to receive, compress, transport, store, and dispense natural gas, including, without limitation, existing and/or future technologies used or useful in connection with the dispensing of natural gas, and associated buildings, other structures, support structures and braces, electrical and communication wiring and systems, plumbing, and related equipment, and such temporary construction lay down areas as may be mutually agreed upon by the Parties (collectively, the "**Station**"), and perform its obligations under this Lease Agreement (collectively, the "**Permitted Uses**");

(ii) a non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from, and across the Property for the sole purpose of accessing the Leased Parcel and only for purposes related to or associated with the Permitted Uses, as more particularly described and specified in the Station schematic attached as Exhibit B; and

(iii) the right to undertake any other lawful activities on the Leased Parcel, upon the express written consent of the Lessor, not to be unreasonably withheld, delayed or conditioned that Lessee determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

(b) Lessee shall have the right to select the location for the Station, access roads, and associated buildings and equipment on the Leased Parcel, provided that such location is consistent with the existing infrastructure and/or the Station schematic attached as Exhibit B. For the avoidance of doubt, Lessor hereby approves the Station improvements, upgrades, and enhancements and Station schematic, as specified in Exhibit B. For reference, an indicative, non-binding, written construction schedule of the removal and installation of the new CNG station and equipment is mutually agreed by the Parties and attached as Exhibit C. Any material changes to Exhibit C shall be subject to Lessor's written approval, not to be unreasonably withheld, delayed or conditioned.

(c) Lessor represents that, to its knowledge as of the Effective Date, it has not, and has not permitted any other person to have, used, stored, disposed of, or released Hazardous Substances on the Leased Parcel, other than natural gas and compressed natural gas. Lessor will not use, store, dispose of or release on the Leased Parcel or cause or permit to exist or be used, stored, disposed of or released on the Leased Parcel, any Hazardous Substances. Lessor represents and warrants to Lessee that, as of the Effective Date and at all times during the Term, (i) to its knowledge there are no Hazardous Substances on, in, or under the Leased Parcel in violation of any Legal Requirements; (ii) the Lessor possesses all necessary approvals for Lessor's use of the Leased Parcel and Lessee's proposed use of the Leased Parcel and Lessor is in compliance with all Legal Requirements, including Environmental Laws, applicable to Lessor's use of the Leased Parcel and Lessee's proposed use of the Leased Parcel as of the Effective Date; (iii) to the actual knowledge of Lessor, there are no outstanding claims or disputes concerning the Leased Parcel or any approvals relating to the Leased Parcel; (iv) and to the knowledge of Lessor, after reasonable inquiry, there are no covenants, conditions, restrictions, encumbrances, or other private restrictions encumbering the Leased Parcel that in any way limit or otherwise restrict the Permitted Uses of the Leased Parcel. For the purposes of this Lease Agreement:

(i) "**Legal Requirements**" means any federal, state, local; municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute, or treaty, and the requirements of any approval, applicable to the Lessor, the Lessee, this Lease Agreement, the Station, the use or occupancy of the Property, or to the execution, delivery or performance of this Lease Agreement; and

(ii) "**Hazardous Substances**" is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement relating to the protection

of the environment, safety and health, or to any Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and all laws pertaining to reporting, licensing, permitting, investigation or remediation of releases or threatened releases of Hazardous Materials as well as their counterpart state authorities, whether in effect as of the Effective Date or subsequent thereto.

(d) Pursuant to the terms of this Lease Agreement, and without limiting the terms or conditions of any other agreement or arrangement between Lessor and Lessee, the Station and all other improvements constructed or brought onto the Leased Parcel by Lessee pursuant to this Lease Agreement will be and remain the sole property of Lessee, and Lessor will have no ownership or other interest in the Station or other such improvements, on the Leased Parcel.

2. **Easement**.

(a) Access Easement. Without limiting Section 1(a)(ii), Lessor hereby grants to Lessee (including Lessee's third party customers and invitees), for the Term, a right of use, right of access, and easement (the "**Access Easement**"), over, across, under, and on the Property for ingress, egress, utility interconnection, and for the sole purpose of accessing the Leased Parcel (including underground infrastructure), as more particularly described and specified in the Station schematic attached as Exhibit B. The location and dimensions of the areas burdened by such Access Easement shall be designated by Lessee in its commercially reasonable discretion, and agreed to by Lessor, with such Lessor agreement not to be unreasonably withheld or delayed.

(b) Construction Easement. Lessor grants to Lessee an exclusive right and easement ("**Construction Easement**") during the period during which the Station is under construction through commissioning of the Station, estimated to be a period of seventy (70) days, and solely during the period in which the Station is being dismantled and removed from the Leased Parcel on, over and across the area or on areas of the Property mutually agreed by the Parties for the purpose of lay-down area(s), including for the placement, location, storage, and maintenance of equipment and materials in support of the construction of the Station, and the dismantling and removal of the Station from the Leased Parcel; provided, however, that, except as mutually agreed by the Parties, Lessee's use of the Construction Easement shall not block, or otherwise unreasonably interfere with, the access of other users of the Property.

3. **Term**. The initial term of this Agreement shall be from and including the Effective Date for a period of ten (10) years (the "**Initial Term**") and shall renew thereafter for additional and successive five (5) year terms (each, an "**Extended Term**") (the Initial Term and any Extended Term referred to collectively as the "**Term**"), unless terminated by either Party by providing at least one hundred eighty (180) days' written notice prior to the expiration of the Initial Term or any Extended Term, as applicable; which termination shall be effective upon the expiration of such Initial Term or Extended Term, as the case may be. Following the expiration of the Term or earlier termination of this Lease Agreement, OPAL shall be permitted thirty (30) days following the effectiveness of such expiration or termination to access the Leased Parcel to remove the Station equipment and any other above grade improvements made to the Leased Parcel by OPAL.

4. **Rent and CNG Allowance.**

(a) Rent. During the Term of this Lease Agreement, The Rent for the first year of the Initial Term shall be Twenty-Four Thousand Dollars ($24,000.00) per year ("**Annual Rent**"), payable monthly at the rate of Two Thousand Dollars ($2,000.00) per month ("**Monthly Base Rent**"). The Landlord and Tenant agree that the Annual Base Rent shall escalate annually at a rate of two percent (2%) for each year of the Initial Term, and any Extended Term of the Lease.

(b) CNG Allowance. During each year of the Term of this Lease Agreement, Lessee shall provide for Lessor's use, at no cost to Lessor, the sum of Three Thousand Five Hundred (3,500), Gasoline Gallon Equivalent (GGE), of Compressed Natural Gas (CNG) for the City's exclusive use as transportation fuel, at its sole discretion. Any CNG volumes exceeding 3,500 GGE in any year will be charged at market price.

5. **Demolition and Removal of Existing Equipment**. Lessee shall, at is sole cost and expense, demolish the existing CNG fueling station on the Leased Parcel and remove all associated equipment, fixtures, and improvements (the "**Existing Equipment**") and dispose of the Existing Equipment in accordance with all federal, state, local laws and regulations to a commercially reasonable location mutually agreed by the Parties (collectively, the "**Removal Services**"). Lessor represents and warrants that: (i) it holds clear title to the Existing Equipment, free of all liens and encumbrances; and (ii) it has secured all consents required for Lessee to perform the Removal Services.

6. **Default and Remedies.**

(a) Default. A Party shall be in default under this Lease Agreement; (i) if such Party fails to fully and timely perform any of its covenants or agreements in this Lease Agreement and such failure has not been cured within thirty (30) days of its receipt of written notice from the other Party that specifically describes such failure; or (ii) if such Party dissolves or otherwise terminates its existence or becomes insolvent (however evidenced) or bankrupt, commits any act of bankruptcy, makes an assignment for the benefit of creditors, suspends the transaction of its usual business, or consents to the appointment of a trustee or receiver, or a trustee or a receiver has been appointed for such Party or for a substantial part of its property, or if bankruptcy, reorganization, insolvency, or similar proceedings shall be instituted by or against such Party.

(b) Remedies.

(i) Subject to Sections 6(b)(ii) and 6(b)(iii), if a Party is in default under this Lease Agreement, the non-defaulting Party shall have the right to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Lease Agreement by injunction, specific performance or other equitable relief. Notwithstanding anything in this Lease Agreement to the contrary or any rights or remedies Lessor might have at law or in equity, each of Lessor or Lessee may terminate this Lease Agreement upon the material breach of the provisions of this Lease Agreement by the other Party as determined by a court of competent jurisdiction

(ii) In the event that Lessee should be in default of any material, non-monetary obligations under this Lease Agreement, Lessor shall give Lessee written notice of such failure. If, within fifteen (15) business days of its receipt of such notice, Lessee should fail to commence actions reasonably calculated to cure such material, non-monetary default, Lessee shall be in default and Lessor shall have the option to terminate this Lease Agreement by giving Lessee at least fifteen (15) business days' written notice of such termination; provided, however, that should Lessee cure such non-monetary default within the cure period provided by this Section or at any time prior Lessor's termination of this Lease Agreement, this Lease Agreement shall not so terminate.

(iii) In the event that Lessee should default in the performance of any monetary obligation under this Lease Agreement, Lessor shall give Lessee written notice of such default. If, within ten (10) business days of its receipt of such notice, Lessee should fail to cure such monetary default, Lessor shall have the option to terminate this Lease Agreement by giving Lessee at least ten (10) business days' written notice of such termination; provided, however, that should Lessee cure such monetary default within such ten (10) business day period, this Lease Agreement shall not so terminate.

7. **Representations and Warranties.**

(a) Representation and Warranty of Both Parties. Each Party represents and warrants to the other Party: (i) that this Lease Agreement has been duly authorized and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms; (ii) the execution and delivery of this Lease Agreement and performance of its obligations hereunder will not contravene, conflict with or result in the breach or violation of any document to which it is bound or in any Legal Requirement, and (iii) that it has obtained any and all necessary consents from any necessary third-party in order to enter into this Lease Agreement.

(b) Representation and Warranty of Lessor.

(i) Lessor represents and warrants that: (1) Lessor is the sole owner the Property in fee simple, including the subsurface estate thereof, subject to no liens or encumbrances except those recorded in the public records of the County in which the Property is located prior to the date hereof and disclosed in writing to Lessee prior to the execution of this Lease Agreement; and (2) Lessor has not entered into any oral or written leases, easements, rights of way, or other grants of real property interests of the Leased Parcel to any person other than Lessee, except those recorded in the public records of the County in which the Property is located. Lessor shall reimburse, assist, and cooperate fully with Lessee with all reasonable efforts by Lessee to cure, correct or otherwise remove or mitigate defects, liens, encumbrances or other matters that may affect the title to or use of the Property.

(ii) Lessor represents and warrants there are no severed mineral interests (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, liens, security interests, mechanic's liens or any other encumbrances encumbering all or any portion of the Leased Parcel that could interfere with Lessee's operations on the Leased Parcel, including mechanic's liens. If such Lessor representation and warranty is breached and

such breach is not caused by Lessee, then Lessor shall fully cooperate and assist Lessee in removing or limiting such interference, including, but not limited to, obtaining a subordination and non-disturbance agreement, surface use agreement or accommodation agreement where Lessee deems it necessary, with terms and conditions reasonably requested by Lessee to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded), and in the case of monetary liens such as mechanic's liens, bonding over any such liens in an amount that may be reasonably requested by Lessee.

(iii) Lessor represents and warrants that Lessor is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Lessor: (i) challenging the validity or propriety of this Lease Agreement, and/or the transactions contemplated in this Lease Agreement; or (ii) which could reasonably be expected to have a material adverse effect on the ownership, use, or operation of the Property or any part thereof or interest therein, including the Leased Parcel.

8. **Quiet Enjoyment**. So long as Lessee is not in default under this Lease Agreement, Lessor agrees that Lessee shall have the right to quietly and peaceably hold, possess and enjoy the Leased Parcel pursuant to the terms of this Lease Agreement, and for the Term of this Lease Agreement, and any extension thereof, without any hindrance or molestation caused by Lessor or any party claiming by, through or under Lessor. Lessor shall defend title to the Leased Parcel, and the use and occupancy of the same, against the claims of all others, except those claiming by or through Lessee. Lessor shall not enter into or modify any documents, including any declarations, easements, restrictions or other similar instruments, which may materially affect the Leased Parcel, or the rights and/or obligations of Lessee hereunder, without first obtaining the prior written consent of Lessee, which consent shall not be unreasonably withheld.

9. **Certain Covenants**.

(a) Each Party hereby agrees not to unreasonably interfere with the other Party's ownership and operation of its respective facilities.

(b) Each Party agrees not to encumber or burden the Leased Parcel in such a manner as would reasonably be expected to interfere with the other Party's ownership and operation of its respective facilities.

(c) If for any reason caused solely by Lessor's action or failure to act, Lessee is prevented from reasonable access to or use of the Leased Parcel for the Permitted Uses, Lessor shall take all necessary and reasonable steps to remove any such impediment to access or use, and, if required by Lessee and as applicable, Lessor shall promptly provide an alternate means of access to the Leased Parcel that is reasonably acceptable to Lessee.

(d) Each Party, upon the request of another Party, agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Lease Agreement; provided, no Party shall be required to incur material cost or liability in providing cooperation to another Party.

(e) Lessor shall provide commercially reasonable cooperation to Lessee in connection with Lessee's efforts to secure all approvals with respect to the Station or the Leased Parcel, and Lessee's use thereof as contemplated hereby. Lessor acknowledges that the ability of Lessee to use the Leased Parcel is contingent upon obtaining all approvals with respect to the Permitted Uses to the satisfaction of Lessee in Lessee's sole discretion. Lessor will also cooperate with Lessee to obtain and maintain during the Term of this Lease Agreement any approvals, or other permits or approvals needed for the Station.

(f) LESSEE SHALL HAVE NO AUTHORITY TO SUBJECT THE LEASED PARCEL OR ANY PART THEREOF OR ANY INTEREST OF LESSOR THEREIN TO ANY MECHANIC'S OR OTHER LIEN. SHOULD ANY MECHANIC'S OR OTHER LIENS BE FILED OR RECORDED AGAINST THE LEASED PARCEL OR ANY PART THEREOF OR ANY INTEREST OF LESSOR THEREIN, BY REASON OF LESSEE'S ACTS OR OMISSIONS OR BECAUSE OF A CLAIM AGAINST LESSEE, LESSEE SHALL CAUSE THE SAME TO BE CANCELED, RELEASED OR DISCHARGED OF RECORD BY BOND OR OTHERWISE WITHIN THIRTY (30) DAYS AFTER NOTICE BY LESSOR. This Section shall not prohibit the filing of a UCC-1 pursuant to the Uniform Commercial Code.

(g) If Lessor fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Lease Agreement beyond any applicable notice and cure period, then, in addition to its other rights and remedies, Lessee shall have the right, but not the obligation, to pay such taxes and other obligations, and/or remedy any such default, by any appropriate means; and the cost thereof shall be reimbursed to Lessee by Lessor within thirty (30) days.

10. **Taxes.**

(a) Real Property Taxes. Lessor shall pay all real property taxes and assessments levied upon the Leased Parcel during the Term of this Lease Agreement.

(b) Personal Property Taxes. During the Term, Lessee shall pay directly to the appropriate taxing authority prior to delinquency all taxes levied upon its business, trade fixtures, equipment, furnishings, inventory and other personal property contained in or on the Leased Parcel.

(c) Sales Tax. During the Term, Lessee shall pay all sales taxes arising under this Lease Agreement.

11. **Insurance**. Lessor and Lessee shall each maintain in full force and effect during the Term of this Lease Agreement, at its sole cost and expense, the insurance policies specified below ("**Required Policies**"), which may be covered by primary, excess or umbrella policies.

(a) Lessor's Required Policies. With respect to Lessor:

(i) workers' compensation insurance (at statutory limits) and employer's liability insurance with minimum limits of $1,000,000. Lessee and its insurers shall provide Lessor with a waiver of subrogation; and

(ii) commercial general liability and property damage insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than $3,000,000 combined single limit.

(b) Lessee's Required Policies. With respect to Lessee:

(i) workers' compensation insurance (at statutory limits) and employer's liability insurance with minimum limits of $1,000,000 each accident or disease. Lessor shall provide Lessee with a waiver of subrogation;

(ii) commercial general liability and property damage insurance with coverage for bodily injury, including death, and property damage (including completed operations and contractual liability) as broad as Insurance Services Office (ISO) CG 00 01 on an occurrence basis in an amount not less than $3,000,000 per occurrence, $6,000,000 general aggregate, and $3,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled; and

(iii) business/commercial automobile liability with coverage for owned automobiles using ISO CA 00 01 (or equivalent) with coverage for bodily injury, including death, and property damage in an amount not less than $2,000,000 each accident. In the event Lessee uses hired or non-owned automobiles, Lessee shall procure insurance for such automobiles in accordance with this section.

(iv) contractor's pollution liability shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $3,000,000 per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(c) Each Party shall be named as additional insureds or additional covered party on the Required Policies (except the workers' compensation and employer's liability policies). Lessee and its insurers shall provide Lessor with a waiver of subrogation with respect to the Lessee's Required Policies, but only to the extent of the release, defense and indemnity obligations expressly assumed by the Lessee under this Lease Agreement. The Required Policies shall allow and, as available under the policy, be endorsed primary as to any other existing, valid and collectible insurance otherwise available to the non-procuring/additional insured/additional covered Party. The obligations of each Party, with respect to the maintenance of insurance under this Lease Agreement, are in support of, but separate and apart from, each Party's respective indemnification obligations under this Lease Agreement, and such indemnification obligations shall not be limited in amount or scope to coverages provided by the insurance required by this Section.

(d) Evidence of this insurance coverage shall be provided through a Certificate of Insurance or Certificate of Coverage prepared by each Party's insurance representative. Lessee's Required Policies shall be endorsed that the insurance policy must provide for thirty (30) days' written notice, ten (10) days' written notice for non-payment of premium, to Lessor, of such policy, of any termination or cancellation of the terms of such insurance material to the Lessor. Each Party shall provide the other Party with a Certificate of Insurance and Required Policy endorsements prior the commencement of this Lease Agreement and maintain such through the term thereof.

(e) Any and all deductibles and/or self-insured retentions shall be at the sole risk of, and borne fully by, the named insured.

12. **Casualty Loss**. If all or parts of the Leased Parcel are damaged by fire or other casualty and the cost to repair such damage exceed 50% of the replacement cost of the improvements (a "**Material Casualty**"), Lessee may terminate this Lease Agreement on sixty (60) days' written notice to Lessor. If the damage does not constitute a Material Casualty or if Lessee elects not to terminate this Lease Agreement as permitted, and such Material Casualty is covered by Lessee's insurance, Lessee agrees to rebuild or repair same to the extent of and upon receipt of insurance proceeds available by reason of such damage or destruction, and this Lease Agreement shall remain in full force and effect.

13. **Condemnation**. If all or any portion of the Leased Parcel is taken by eminent domain or conveyed in lieu of (a "**Taking**") by Lessor or any other governmental authority, this Lease Agreement shall terminate if the Taking materially interferes with Lessee's use, or otherwise continue with a proportionate rent abatement and any such Taking shall be administered pursuant to applicable local, state, and/or federal law (as applicable).

14. **Indemnity**.

(a) Lessee Indemnity. To the fullest extent permitted by Applicable Law, Lessee expressly agrees to defend, indemnify, save and hold harmless Lessor, its parent, subsidiaries, affiliates, partners and their city council, respective officers, directors, shareholders, employees, agents, successors and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and arbitration, court costs, and attorney's fees arising on account of or in connection with: (i) injuries to or the death of any person, (ii) any and all damages to property (including the loss of use thereof), or (iii) arising out of or resulting from any breach of any representation or warranty made by Lessee in this Lease Agreement, in any case to the extent that such injuries, death or damages arise from the Lessee's negligence or willful misconduct in connection with this Lease Agreement, the Leased Parcel, or the Station, or are caused in whole or in part by reason of the negligent acts, omissions or presence of the person or property of Lessee or any of its employees, agents, representatives, subcontractors, or suppliers.

(b) Lessor Indemnity. To the fullest extent permitted by Applicable Law, Lessor expressly agrees to defend, indemnify, save and hold harmless Lessee, its parent, subsidiaries, affiliates, partners and their respective officers, directors, shareholders, employees, agents,

successors and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and arbitration, court costs, and attorneys' fees arising on account of or in connection with: (i) the presence of Hazardous Substances on the Leased Parcel introduced prior to the Effective Date, (ii) Lessor's ownership or the disposal of the Existing Equipment, except to the extent caused by Lessee's negligence or willful misconduct in removing and transporting the Existing Equipment, (iii) arising out of or resulting from any breach of any representation or warranty made by Lessor in this Lease Agreement, or (iv) personal injury, death, or property damage caused by the negligence or willful misconduct of Lessor or its representatives in connection with this Lease Agreement or the Leased Parcel.

15. **Damages Waiver**. NOTWITHSTANDING ANYTHING IN THIS LEASE AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES RESULTING FROM OR ARISING OUT OF THIS LEASE AGREEMENT, OR FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF ASSETS, LOSS OF BUSINESS, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED AND REGARDLESS OF THE SOLE OR CONCURRENT NEGLIGENCE OF THE OTHER PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR OTHERWISE COULD HAVE ANTICIPATED THE POSSIBILITY OF, SUCH DAMAGES OR LIABILITIES IN ADVANCE. The foregoing limitation shall not limit any obligation to indemnify pursuant to Section 13 above. This waiver of damages shall survive any termination of this Lease Agreement.

16. **Governing Law, Jurisdiction, and Dispute Resolution**. This Lease Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California and the Parties consent to the exclusive jurisdiction in Tulare County, California for any disputes. In the event of any dispute, breach, or default between the Parties ("**Dispute**") arising out of or related to this Lease Agreement, each Party will refer the Dispute to senior management of such Party to negotiate a resolution. If senior management for each Party is unable to resolve the Dispute within fifteen (15) days, the Parties will attempt to settle the Dispute by mediation administered by the American Arbitration Association. If the Parties do not reach a settlement in mediation within thirty (30) days, or if a Party does not respond to the notice requesting senior management or mediation to resolve the Dispute, the unresolved Dispute shall be resolved through final and binding arbitration administered by the American Arbitration Association, and judgment may be entered in any court having jurisdiction. The Parties will seek to resolve all such Disputes expeditiously and in good faith and will continue performing their obligations under this Lease Agreement during the pendency of any Dispute.

17. **Environmental Compliance**.

(a) Lessee's Responsibility. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically active, toxic, radioactive or other Hazardous Substances on the Leased Parcel. Lessee shall not allow the storage or use of such substances or materials in any manner not sanctioned by Applicable Law on the Leased Parcel by Lessee's employees, agents or independent contractors. Lessee covenants and agrees that Lessee's

use of the Leased Parcel will at all times during its use or occupancy thereof be used, kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all state, federal, local and other governmental and regulatory authorities, agencies and bodies applicable to the Leased Parcel, pertaining to environmental matters or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or material including, but not limited to, the Federal Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended (all hereafter collectively called "**Environmental Laws**"). Lessee shall execute affidavits, representations and the like, from time to time, at Lessor's request, concerning Lessee's knowledge and belief regarding the presence of Hazardous Substances or materials on the Leased Parcel in connection with Lessee's use thereof. Nothing herein shall impute Lessee with any liability for the introduction or release of Hazardous Materials on the Leased Parcel by Lessor or its end uses of the Station.

(b) Lessee's Liability. Without limiting or modifying Lessor's liabilities, duties and obligations for pre-existing or subsequently introduced Hazardous Materials, Lessee shall indemnify, defend and hold harmless Lessor from and against any penalty, fine, claim, demand, liability, damage, cost, or charge whatsoever which Lessor shall incur, or which Lessor would otherwise incur, to the extent caused by Lessee's failure to comply with this Section including, but not limited to: (i) the cost of bringing the Leased Parcel into compliance with all Applicable Laws and in a non-contaminated state, the same condition as prior to occupancy; (ii) the reasonable cost of all appropriate tests and examinations of the Leased Parcel to confirm that the Leased Parcel has been brought into compliance with all Applicable Laws; and (iii) the reasonable fees and expenses of Lessor's attorneys, engineers, and consultants incurred by Lessor in enforcing and confirming compliance with this Section.

(c) Property. For the purposes of this Section, the Leased Parcel shall include the real estate covered by this Lease Agreement; all improvements thereon; all personal property used in connection with the Leased Parcel (including that owned by Lessee); and the soil, ground water, and surface water of the Leased Parcel.

(d) Inspections by Lessor. Lessor and its engineers, technicians, and consultants (collectively the "**Auditors**") may, from time to time as Lessor deems appropriate, conduct periodic tests and examinations ("**Audits**") of the Leased Parcel to confirm and monitor Lessee's compliance with this Section. Such Audits shall be conducted in such a manner as to minimize the interference with Lessee's use of the Leased Parcel; provided, however, that in all cases, the Audits shall be of such nature and scope as shall be reasonably required by then existing technology to confirm Lessee's compliance with this Section. Lessee shall fully cooperate with Lessor and its Auditors in the conduct of such Audits. The cost of such Audits shall be paid by Lessor unless an Audit shall disclose a material failure of Lessee to comply with this Section, in which case, the cost of such Audit, and the cost of all subsequent Audits made during the Term, and within thirty (30) days thereafter (not to exceed two (2) such Audits per Contract Year), for the purpose of verifying and/or monitoring the remediation or correction of such material failure, shall be paid for on demand by Lessee.

(e) Lessee's Liability After Termination of Lease Agreement. The covenants contained in this Section shall survive the expiration or termination of this Lease Agreement and shall continue for so long as Lessor and its successors and assigns may be subject to any expense, liability, charge, penalty, or obligation against which Lessee has agreed to indemnify Lessor under this Section.

18. **Assignment**. Neither Party shall assign this Lease Agreement or its rights hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

19. **Notices**. Whenever a Party is required to give notice to the other Party under this Lease Agreement, such notice will be in writing and will be delivered personally, sent by nationally recognized overnight courier, or sent by certified mail (return receipt requested). Any such notice will be deemed given when actually received. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to Customer: City of Dinuba
Address: 1088 E. Kamm Avenue, Dinuba, CA 93618
Attn: Public Works Director
E-mail: gavila@dinuba.ca.gov

If to OPAL: OPAL Fuels Station Services LLC
Address: One North Lexington Avenue,
Suite 1450
White Plains, NY 10601
Attn:
E-mail:

With a mandatory copy to: OPAL Fuels LLC
Address: One North Lexington Avenue,
Suite 1450
White Plains, NY 10601
Attn: General Counsel
E-mail: noticeofficer@opalfuels.com

20. **Construction**. Terms used in the singular shall apply to the plural, and vice versa, as the context requires. Unless the context requires otherwise, the word "or" shall be inclusive and shall have the meaning conveyed by "and/or". The word "including" shall be understood to mean "including without limitation". Headings and section titles are for convenience of reference only and shall not be given effect in construing this Lease Agreement. The words "hereto", "herein", "hereof", and "hereunder" and words of similar import shall be construed to refer to this Lease Agreement in its entirety and not to any particular provision. Unless the context requires otherwise, references to an Addendum, Article, Section, Schedule, or Exhibit, mean an Addendum, Article, Section, Schedule, or Exhibit of this Lease Agreement. Any reference to any other agreement or record shall mean such agreement or record as extended, modified, renewed, restated, reaffirmed,

supplemented or otherwise amended. Derivative forms of defined terms, when initial capitalized, shall have the derivative meaning of the applicable defined term. Any reference to a "quarter" similarly refers to a calendar quarter. Whenever any action must be taken on, by, or within a period ending on, a day that is not a business day, then such action may be taken on or before the next day that is a business day. All monetary figures are in United States dollars.

21. **Severability**. If any term or provision of this Lease Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Lease Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Lease Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions and/or services contemplated hereby be consummated as originally contemplated to the greatest extent possible.

22. **Authority**. Lessor represents and warrants that it has the full legal right, power, and authority to enter into this Lease Agreement, and that all necessary governmental action, including any required ordinance or resolution, has been duly obtained. Lessee represents and warrants that it has the full legal right, power, and authority to enter into this Lease Agreement, and that all necessary corporate action, including any and all required corporate resolution(s), have been duly authorized and obtained. This Lease Agreement constitutes its valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy principles.

23. **Entire Agreement**. This Lease Agreement constitutes the sole and entire agreement of the Parties to this Lease Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

24. **No Third-Party Beneficiaries**. This Lease Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Lease Agreement.

25. **Confidentiality**. The contents of this Lease Agreement are proprietary and confidential to the extent permitted by law. Lessor shall maintain this Lease Agreement as confidential and shall refrain from revealing its contents to any third party or otherwise, except (i) to those who need access to the information in the course of their employment with, or provision of services for, Lessor or (ii) as determined by Lessor to be necessary for the administration or enforcement of this Lease Agreement, or (iii) as may be required by applicable law, including, without limitation, disclosure requirements under the California Public Records Act (Government Code § 7920.000 et seq.) or regulations to which Lessor is subject; provided, however, that in any case, Lessor shall disclose only that portion of the confidential information which is legally required to be disclosed. Lessor acknowledges and agrees that some or all of the confidential information may be material and/or price sensitive information relating to the securities of Lessee's parent company, OPAL Fuels Inc. Accordingly, provisions of applicable securities laws may restrict or prohibit transacting in securities of OPAL Fuels Inc., while Lessor is in possession of the confidential information.

Lessor will (and will inform its representatives of its obligations to) comply at all times with applicable securities laws and stock exchange regulations, particularly those relating to insider trading and market abuse. Notwithstanding anything contrary herein, Lessee shall be entitled to obtain injunctive relief against the threatened or actual breach of this Section without the necessity of proving actual damages, in addition to any other remedies that may be available at law or in equity.

26. **California Public Records Act Compliance and Indemnification**.

(a) Lessee acknowledges that Lessor is a public agency subject to the California Public Records Act (Government Code § 7920.000 et seq.) ("**CPRA**"). All records in the possession of Lessor related to this Lease Agreement are presumptively public records.

(b) If Lessor receives a request under the CPRA for disclosure of this Lease Agreement or any related confidential information, Lessor will provide Lessee with written notice of the request within three (3) business days of receipt. Within three (3) business days, it shall be Lessee's sole responsibility to identify specific legal exemptions under the CPRA and provide a written justification for withholding any portion of the records to Lessor.

(c) If Lessor determines that the records are not legally exempt and must be disclosed, Lessor shall not be liable to Lessee for such disclosure. If Lessee requests that Lessor withhold the records, Lessee shall, at its sole expense, defend, indemnify, and hold harmless Lessor, its officers, officials, employees, and agents from any and all claims, liabilities, losses, costs, or expenses (including attorney's fees and court costs) arising out of or related to Lessor's withholding of the records. Lessor reserves the right to disclose the requested records at any time if, in the sole opinion of Lessor's legal counsel, disclosure is required by law.

27. **Exhibits**. All attached appendices, exhibits and schedules to which reference is made herein are hereby incorporated by this reference.

28. **Counterparts**. This Lease Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease Agreement.

29. **Memorandum of Lease Agreement**. Concurrently with execution hereof, the Parties shall execute and deliver a Memorandum of this Lease Agreement, which Memorandum shall promptly be recorded in the official records of the relevant County in which the Property is located, which Memorandum shall be subject to the agreement of both Parties and which shall not be unreasonably withheld, delayed or conditioned.

IN WITNESS WHEREOF, the Parties understand and agree to the terms and conditions contained in this Lease Agreement and agree to be bound thereby.

OPAL Fuels Station Services LLC	City of Dinuba
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

DRAFT

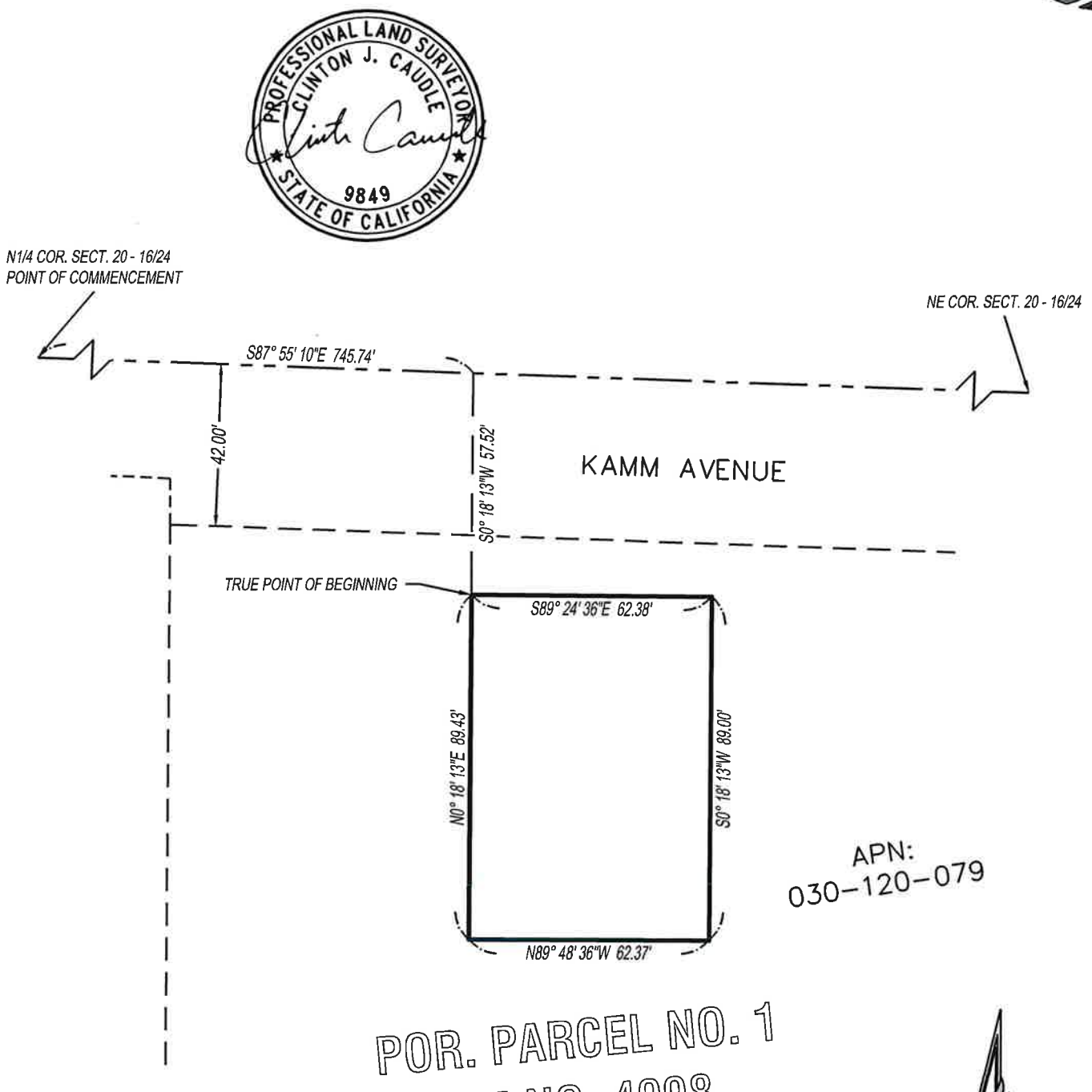
Exhibit A

Legal Description

That portion of Parcel No. 1 of Parcel Map No. 4098 recorded in Book 42 of Parcel Maps, Page 2, Tulare County Records, being situated in the Northeast quarter of Section 20, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, City of Dinuba, County of Tulare, State of California, and being described as follows:

Commencing the at the North quarter corner of said Section 20;
Thence South 87° 55' 10" East, 745.74 feet;
Thence South 0° 18'13" West, 57.52 feet to the TRUE POINT of BEGINNING;
Thence South 89° 24' 36" East, 62.38 feet;
Thence South 0° 18' 13" West, 89.00 feet;
Thence North 89° 48' 36" West, 62.37 feet
Thence North 0° 18' 13" East, 89.43 feet to the TRUE POINT of BEGINNING;

Containing approximately 5,565 sq. ft.
See Exhibit "B", attached hereto and made a part hereof.



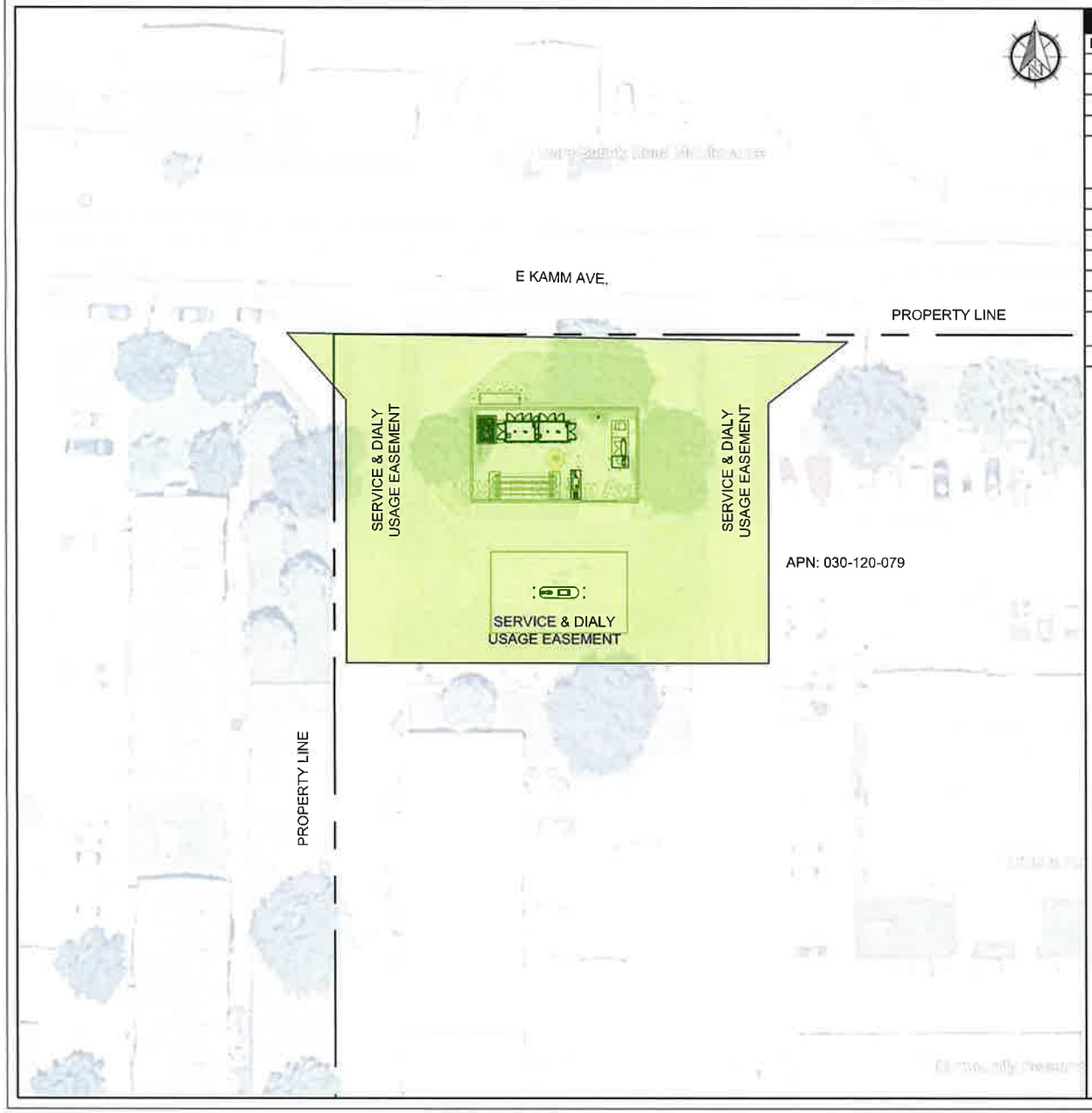
5,565 SQ. FT. ± (AREA)

4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

EXHIBIT 'B'
CNG STATION LEASE

6/11/2026

SCALE: 1" = 40'



EQUIPMENT LIST

ITEM	DESCRIPTION	Qty.
1	DUPLEX COMPRESSOR	1
2	CNG DRYER NG-SR-10-3-DDP-SP	1
3	ANGI DUAL HOSE DISPENSER	1
4	DISPENSER ISLAND	1
5	SINGLE FILTER POST AND FLOW METER ASSEMBLY - SURFACE MOUNT	1
6	15' SINGLE HEAD LED LIGHT	1
7	6" FIXED BOLLARD WITH 52" SLEEVE	4
8	COMMUNICATION PANEL	1
9	BUFFER PANEL	1
10	DUAL MOTOR STARTER PANEL	1
11	2 CAMERA SYSTEM & CONTROLS	1
12	*ESD - SWITCH ONLY W/3A40BC FIRE EXTINGUISHER*	*1*

*SEE CIVIL & ELECTRICAL LAYOUT FOR CALLOUTS

SCALE: 1" = 40'

0 20' 40' 80'

OPAL FUELS

OPAL FUELS
10225 PHILADELPHIA CT.
RANCHO CUCAMONGA, CA. 91730
(909) 793-3700

ISSUED BY OPAL FUELS
FOR APPROVAL BY OUR CUSTOMER
CUSTOMER IS TO CHECK ONE BOX ONLY

APPROVED AS IS ☐
APPROVED AS NOTED ☐
RESUBMIT AS NOTED ☐

CUSTOMER SIGNATURE DATE

PLEASE RETURN ALL DRAWINGS TO OPAL FUELS.

CONSTRUCTION DRAWINGS FOR PERMIT APPROVAL WILL NOT COMMENCE UNTIL WE RECEIVE FINAL APPROVAL

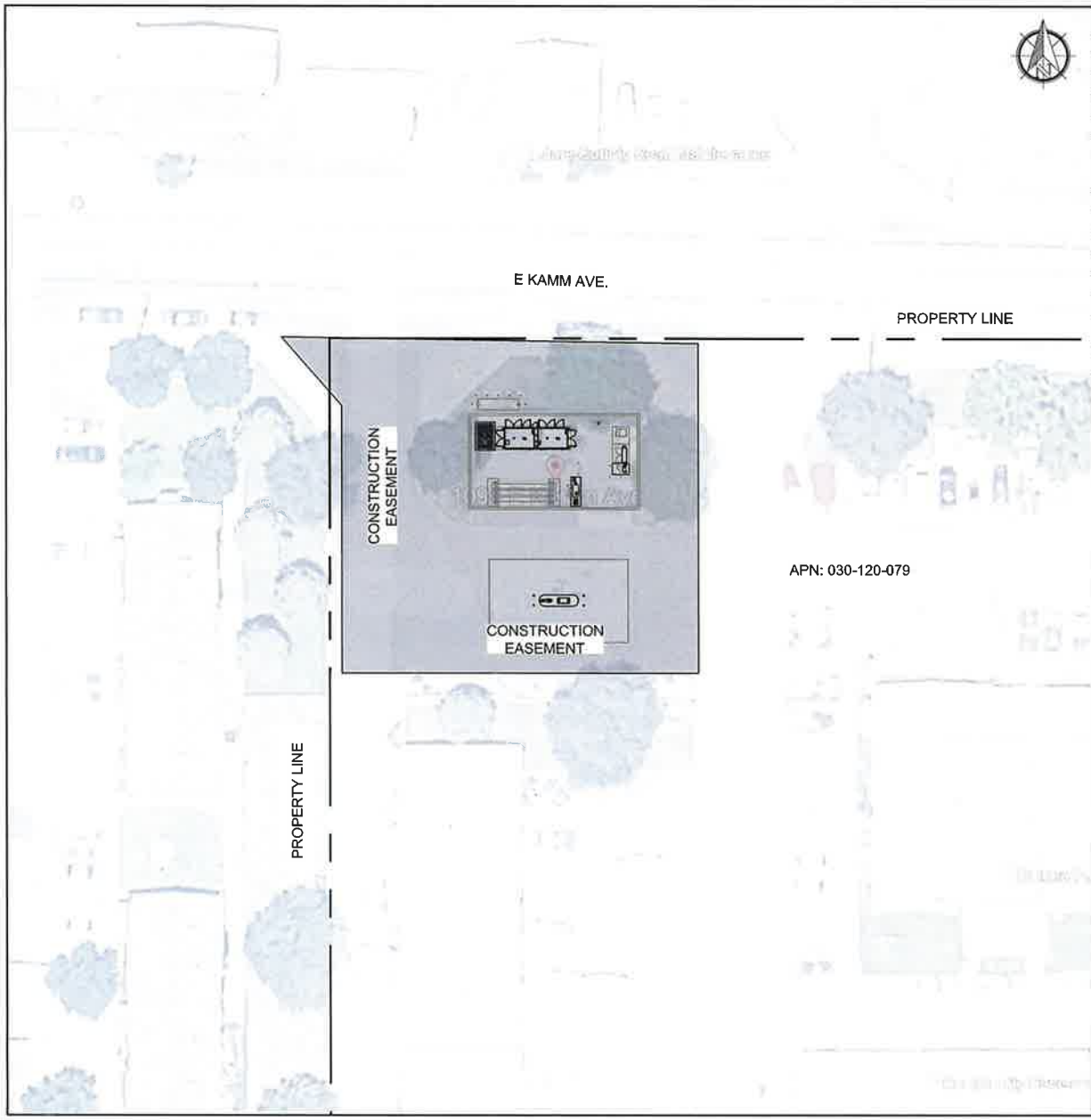
CITY OF DINUBA - EXHIBIT

1094 E KAMM AVE.
DINUBA, CA 93618

OUTDOOR FUELING FACILITY

EXHIBIT #1
SHEET 1 OF 2

DRAWN BY:KBJAKE, PLOT DATE:7/7/2026



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12	*ESD - SWITCH ONLY W/3A40BC FIRE EXTINGUISHER*	*1*
*SEE CIVIL & ELECTRICAL LAYOUT FOR CALLOUTS		

SCALE: 1" = 40'

0 20' 40' 80'

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1094 E KAMM AVE.
DINUBA, CA 93618

OUTDOOR FUELING FACILITY

EXHIBIT #1
SHEET 1 OF 2

DRAWN BY:KBLAKE, PLOT DATE:7/7/2026

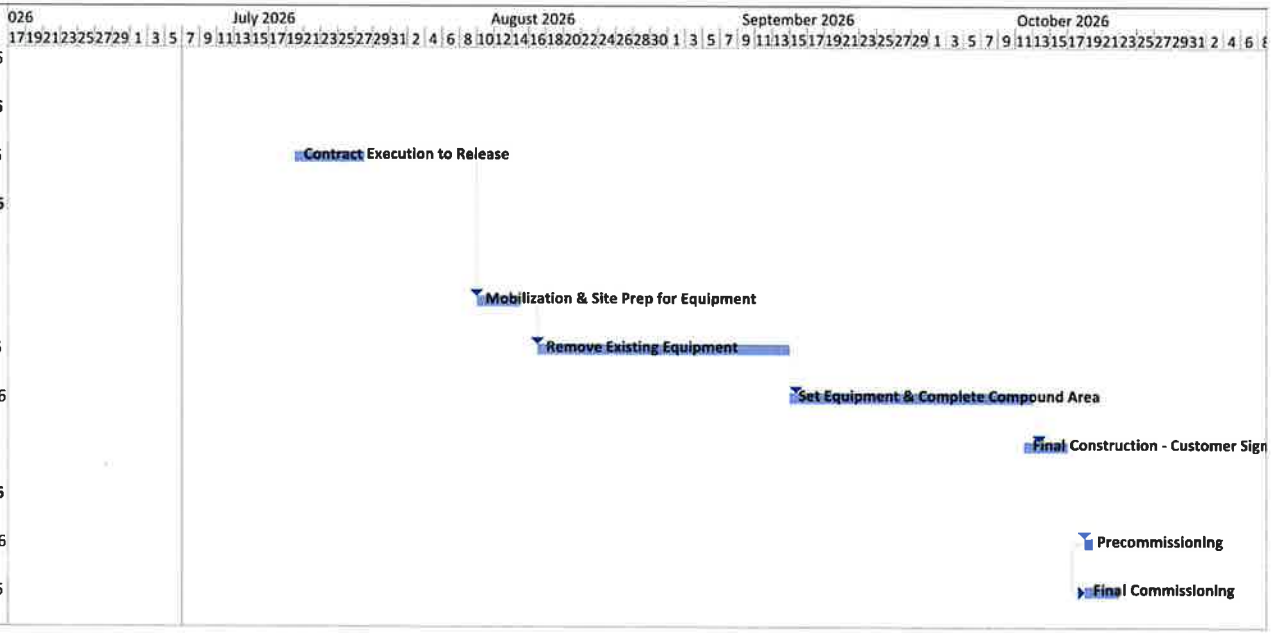
Exhibit C to the Lease Agreement: Indicative Construction Schedule

DRAFT

OPAL Fuels

Project Timeline

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Pena Disposal - Remove & Replace**	13.6 wks	Mon 7/20/26	Thu 10/22/26
2		**Administration**	**1.2 wks**	**Mon 7/20/26**	**Mon 7/27/26**
3		Contract Execution to Release	6 days	Mon 7/20/26	Mon 7/27/26
4		**Site Construction**	**10.6 wks**	**Mon 8/10/26**	**Thu 10/22/26**
5		**Construction**	**9.8 wks**	**Mon 8/10/26**	**Fri 10/16/26**
6		Mobilization & Site Prep for Equipment	1 wk	Mon 8/10/26	Fri 8/14/26
7		Remove Existing Equipment	4 wks	Mon 8/17/26	Mon 9/14/26
8		Set Equipment & Complete Compound A	4 wks	Tue 9/15/26	Mon 10/12/26
9		Final Construction - Customer Signoff	1 wk	Mon 10/12/26	Fri 10/16/26
10		**Commissioning**	**0.8 wks**	**Mon 10/19/26**	**Thu 10/22/26**
11		Precommissioning	1 day	Mon 10/19/26	Mon 10/19/26
12		*Final Commissioning*	0.8 wks	Mon 10/19/26	Thu 10/22/26



Date: Tue 7/7/26

Task	External Milestone	Manual Task	Start-only	Manual Progress
Split	Inactive Task	Duration-only	Finish-only	
Milestone	Inactive Milestone	Manual Summary Rollup	Deadline	
External Tasks	Inactive Summary	Manual Summary	Progress	

City of Dinuba

Asset Listing

Effective Date: 07/02/2026

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
10925	Buildings & Impr-Improvements	CNG Phase I - Design & Misc. Expenses (Construction for Phase I is asset #10597)	Public Works - Public Works	08/04/2012	$34,856.00
10397	Improv O/T Bldgs	Cng Fueling Station	Public Works - Public Works	06/30/2006	$898,072.11
10398	Improv O/T Bldgs	Cng Fueling Station	Public Works - Public Works	06/30/2006	$20,000.71
10597	Improv O/T Bldgs	Cng Expansion	Public Works - Public Works	08/14/2012	$399,082.00
10844	Improv O/T Bldgs	CNG Fueling Station Phase II	Public Works - Public Works	10/24/2017	$1,328,081.01
11059	Equip & Mach-Equipment	Replacement CNG Dispenser at PW	Public Works - Public Works	06/30/2021	$61,672.00
Grand Total:				**6 Assets**	**$2,741,763.83**

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: ENGINEERING — July 14, 2026

To: Mayor and City Council

From: Watts Jason, City Engineer

By: Watts Jason, City Engineer

Subject: Resolution No. 2026-43 Approving Findley Parcel Map (JW)

RECOMMENDATION:

Council, by one motion and one vote, take the following actions:

1. Adopt Resolution No. 2026-43 approving the Findley Parcel Map creating four (4) parcels and one remainder parcel for the Findley Subdivision; and,
2. Authorize the City Engineer and City staff to record the Parcel Map with the Tulare County Recorder.

EXECUTIVE SUMMARY:

Scott Findley has submitted a Parcel Map for property located between Euclid Avenue and Timothy Avenue, north of Saginaw Avenue (APN 014-032-028). The proposed Parcel Map will subdivide the existing 1.96-acre property into four residential parcels and one remainder parcel.

The Planning Commission previously approved the associated General Plan Amendment, Zone Change, Variance, and Parcel Map following a public hearing. The Parcel Map has since been reviewed by the Engineering Department and has been found to be consistent with the approved tentative parcel map, the Subdivision Map Act, and applicable City standards. Approval by the City Council will authorize the Parcel Map to be recorded with the Tulare County Recorder.

OUTSTANDING ISSUES:

None

DISCUSSION:

The project site consists of approximately 85,378 square feet (1.96 acres) and is located between Euclid Avenue and Timothy Avenue, approximately 970 feet north of Saginaw Avenue. The property currently contains an existing single-family residence fronting Euclid Avenue with the remaining portion of the property being largely undeveloped.

As part of the entitlement process, the Planning Commission approved a General Plan Amendment changing the land use designation from Medium-Low Density Residential to Medium Density Residential, a Zone Change from Residential Acreage (RA) to Single-Family Residential (R-1-6), a Variance allowing reduced lot widths for three proposed parcels, and the Tentative Parcel Map.

The approved Parcel Map creates four residential parcels and one remainder parcel. Proposed Parcel 4 contains the existing residence while Parcels 1, 2, and 3 are intended for future residential development. Future development of the new parcels will require separate review and approval of improvement plans, building permits, and all applicable utility connections.

The Engineering Department has completed its review of the Parcel Map and has determined that the map conforms to the approved tentative map, the California Subdivision Map Act, the Dinuba Municipal Code, and applicable City engineering standards.

Prior to development of the vacant parcels, the developer will be required to construct all public improvements necessary to serve the subdivision, including but not limited to:

- Curb, gutter, and sidewalk improvements;
- Street improvements where applicable;
- Water, sewer, and storm drain infrastructure;
- Required dry utilities;
- Street lighting; and
- Any additional improvements required by the City Engineer.

Staff has reviewed the Parcel Map and recommends approval.

FISCAL IMPACT:

The approval of the Parcel Map has no immediate fiscal impact.

PUBLIC HEARING:

None

ATTACHMENTS:

1. Resolution No. 2026-43
2. Findley Parcel Map

RESOLUTION 2026-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING FINDLEY PARCEL MAP FOR APPLICATION NO. 2025-05 (FINDLEY), LOCATED BETWEEN EUCLID AVENUE AND TIMOTHY AVENUE, NORTH OF SAGINAW AVENUE (APN 014-032-028), AND AUTHORIZING THE CITY ENGINEER TO RECORD SAID PARCEL MAP

WHEREAS, at a meeting held on December 2, 2025, the Dinuba Planning Commission considered Application No. 2025-05 (Findley). The application submitted by Scott Findley (Owner/Applicant) seeks approval of a Parcel Map to subdivide an existing 1.96-acre parcel into four (4) residential parcels and one (1) remainder parcel, together with a General Plan Amendment, Zone Change, and Variance necessary to facilitate the subdivision; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on December 2, 2025, and voted unanimously to adopt Resolution No. 1166 recommending approval of the General Plan Amendment and Zone Change, Resolution No. 1167 approving the Variance, and Resolution No. 1168 approving the Tentative Parcel Map; and

WHEREAS, the proposed Parcel Map subdivides the existing 85,378-square-foot (1.96-acre) property into four (4) residential parcels and one (1) remainder parcel. Parcel 4 contains the existing single-family residence, while Parcels 1, 2, and 3 are proposed for future residential development; and

WHEREAS, the City Engineer has reviewed the Parcel Map and determined that it is in substantial conformance with the approved Tentative Parcel Map and complies with the requirements of the California Subdivision Map Act, the Dinuba Municipal Code, and all applicable City engineering standards; and

WHEREAS, the City Council has concluded that approval of this project will not result in adverse environmental effects, as the project has been determined to be exempt from further environmental review pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, the City Council did upon due consideration make all mandatory findings as prescribed in Chapter 16 of the Dinuba Municipal Code and the California Subdivision Map Act, as stated in the staff report; and

WHEREAS, the proposal is consistent with the goals and policies of the Dinuba General Plan and is considered by the Dinuba Planning Commission and Staff to be in compliance with the Dinuba Municipal Code and applicable development standards; and

WHEREAS, the City Council considered the staff report and all testimony presented for the Project and was of the opinion that the Parcel Map should be approved.

NOW, THEREFORE, BE IT RESOLVED
that the City Council of Dinuba herby takes the following actions:

1. Findley Parcel Map is consistent with and substantially conforms to the approved Tentative Parcel Map.

2. Findley Parcel Map complies with the requirements of the California Subdivision Map Act, the Dinuba Municipal Code, and all applicable City standards.

3. The Parcel Map is technically correct and acceptable for recordation.

4. The required findings for approval of the Parcel Map have been made in accordance with the California Subdivision Map Act and the Dinuba Municipal Code.

5. The above recitals are true and correct and are adopted as the findings of the City Council.

6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

7. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

IN WITNESS THEREOF, I, Rachel Nerio-Guerrero, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this _____ day of _____ two-thousand-twenty-six.

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

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

_____
Mayor

ATTEST:

_____
Maria Alaniz, City Clerk

PPM 25-05

PARCEL MAP No.

COUNTY OF TULARE, STATE OF CALIFORNIA

A PORTION OF LOT 6 OF MT. WHITNEY COLONY ACCORDING TO THE MAP RECORDED IN BOOK 1 AT PAGE 123 OF MAPS, TULARE COUNTY RECORDS. BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN

(CONSISTING OF TWO SHEETS)
(SHEET ONE OF TWO)

OWNER'S STATEMENT:

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THE SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP, AND OFFER FOR DEDICATION FOR PUBLIC USE THE STREET ON SAID MAP FOR THE PURPOSES SPECIFIED THEREIN:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
THAT PORTION OF TIMOTHY AVENUE AND EUCLID AVENUE AS SHOWN WITHIN THE BOUNDARY OF THE SUBDIVISION HEREIN FOR PUBLIC STREET.

DEDICATE TO THE PUBLIC USE PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS MAP.

BY: SCOTT G. FINDLEY, TRUSTEE OF THE SCOTT G. FINDLEY 2024 REVOCABLE TRUST

_____
SCOTT G. FINDLEY, TRUSTEE

_____
CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION, TRUSTEE

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)

ON_____ BEFORE ME, _____
PERSONALLY APPEARED_____
_____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE_____

NAME_____

COUNTY OF_____

MY COMMISSION EXPIRES_____

COMMISSION NUMBER_____

FLOOD HAZARD INFORMATIONAL NOTE:

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0317E) FOR COMMUNITY 060403, CITY OF DINUBA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009. PANEL No. 317. THE PROPERTY SHOWN ON THIS MAP LIES WITHIN FLOOD ZONE X, DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

BOARD OF SUPERVISOR'S STATEMENT:

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS _____DAY OF _____ 2026.

JASON T. BRITT, TULARE COUNTY ADMINISTRATIVE OFFICER/CLERK
OF THE BOARD OF SUPERVISORS

BY _____
DEPUTY

CITY CLERK'S STATEMENT:

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DINUBA HELD ON THE _____ DAY OF _____ 2026 AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING ON THE BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL PARCELS OF LAND, STREETS AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF DINUBA
THIS _____ DAY OF_____2026.

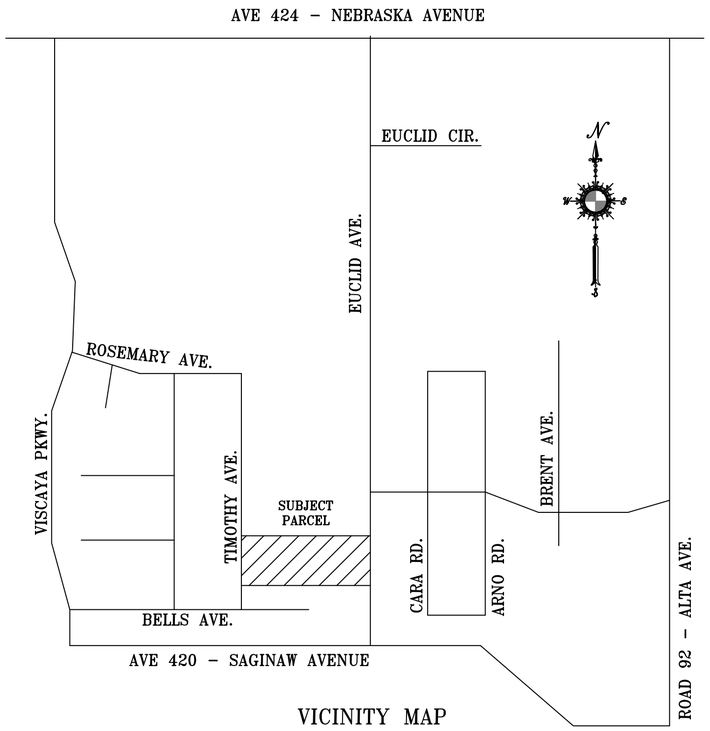
MARIA ALANIZ

_____
CITY CLERK

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE EAST 528 FEET OF THE SOUTH HALF OF THE NORTH HALF OF LOT 6 OF MOUNT WHITNEY COLONY, AS PER MAP RECORDED IN BOOK 1, PAGE 123 OF MAPS, TULARE COUNTY RECORDS.



VICINITY MAP
NTS

DEFFERAL OF IMPROVEMENTS STATEMENT:

ALL IMPROVEMENT AND IMPACT FEES ARE DEFERRED UNTIL SUCH A TIME THAT A BUILDING PERMIT IS ISSUED FOR EACH RESPECTIVE PARCEL, OR UNLESS OTHER ARRANGEMENTS ARE MADE WITH THE LOCAL AGENCY. SOIL ENGINEER REPORT WILL BE COMPLETED AT TIME OF DEVELOPMENT.

CITY PLANNING COMMISION'S STATEMENT:

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF DINUBA IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN A DULY AUTHORIZED MEETING HELD_____.

DATE:_____ _____
ELVA PATINO

SURVEYOR'S STATEMENT:

PROFESSIONAL LAND SURVEYOR — MAURO R. WEYANT — PLS 7773 — STATE OF CALIFORNIA

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SCOTT FINDLEY ON JUNE 27, 2025 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET WITHIN ONE YEAR FROM THE RECORDING OF THIS MAP, AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE:_____ _____
MAURO R. WEYANT PLS 7773

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE:_____ _____
JASON A. WATT, RCE 85594
CITY ENGINEER, CITY OF DINUBA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISION OF THE SUBDIVISION MAP ACT.

DATE:_____ _____
RANDY D. WASNICK, PLS 8163
CITY SURVEYOR, CITY OF DINUBA

RECORDER'S STATEMENT:

DOCUMENT NO:_____ FEE PAID:_____
FILED THIS _____ DAY OF _____,2026, AT _____.M.
IN BOOK _____ OF PARCEL MAPS AT PAGE _____,
AT THE REQUEST OF M&L LAND SURVEYING.

TARA K. FRIETAS, CPA
TULARE COUNTY ASSESSOR/CLERK–RECORDER

BY:_____
DEPUTY

FOR: *SCOTT FINDLEY*
1023 EUCLID AVENUE
DINUBA, CA. 93618
(559) 393–2036

BY: *M&L LAND SURVEYING*
3949 N. CONDOR CT.
SANGER, CA. 93657
(559) 531–9673

M & L LAND SURVEYING
3949 N. CONDOR CT.
SANGER, CA 93657
Tel. (559) 531–9673
Email:
MLWEYANT@ICLOUD.COM

DATE OF SURVEY	7/13/2025
JOB No.	2519 FINDLEY PM
DRAWN BY	M.R. WEYANT
DRAWING NAME	2519 FINDLEY PM
REVISION DATE	

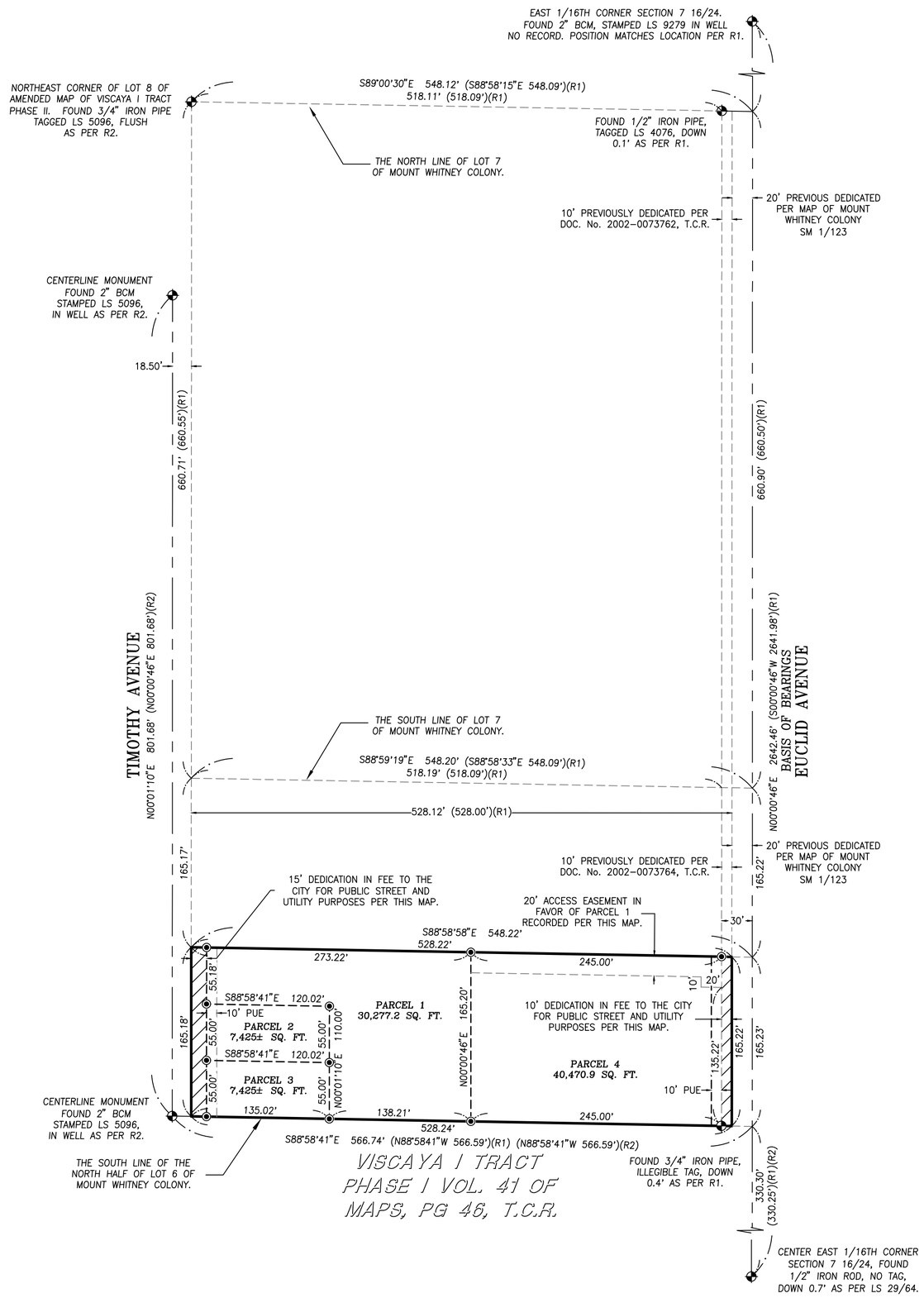
PPM 25-05

PARCEL MAP No.

COUNTY OF TULARE, STATE OF CALIFORNIA

A PORTION OF LOT 6 OF MT. WHITNEY COLONY ACCORDING TO THE MAP RECORDED IN BOOK 1 AT PAGE 123 OF MAPS, TULARE COUNTY RECORDS. BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN

(CONSISTING OF TWO SHEETS)
(SHEET TWO OF TWO)

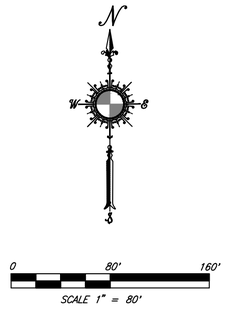


BASIS OF BEARINGS:

THE CENTER LINE OF EUCLID AVENUE TAKEN TO BE S00°00'46"W AS PER R1.

LEGEND:

- ◉ SET 3/4" X 30" IRON PIPE TAGGED "L.S. 7773", DOWN 6" UNLESS OTHERWISE NOTED.
- ⊕ MONUMENTS FOUND AND ACCEPTED UNLESS OTHERWISE NOTED.
- *(R1)* RECORD OR CALCULATED DATA PER PARCEL MAP No. 5145 RECORDED IN BOOK 52 AT PAGE 52 OF PARCEL MAPS, TULARE COUNTY RECORDS.
- *(R2)* RECORD OR CALCULATE DATA PER AMENDED MAP OF VISCAYA I TRACT – PHASE II RECORDED IN BOOK 43 AT PAGE 4 OF MAPS, TULARE COUNTY RECORDS.
- ━━ INDICATES SUBJECT PARCEL BOUNDARY.
- DISTANCES NOT MONUMENTED ARE CALCULATED.
- *PUE* PUBLIC UTILITY EASEMENT NOW OFFERED IN FAVOR OF THE CITY OF DINUBA PER THIS MAP.
- HATCHED AREA IS GRANTED IN FEE FOR RIGHT OF WAY IN FAVOR OF THE CITY OF DINUBA PER THIS MAP.



M & L LAND SURVEYING
3949 N. CONDOR CT.
SANGER, CA 93657
Tel. (559) 531-9673
Email:
MLWEYANT@ICLOUD.COM

DATE OF SURVEY	7/13/2025
JOB No.	2519 FINDLEY PM
DRAWN BY	M.R. WEYANT
DRAWING NAME	2519 FINDLEY PM
REVISION DATE	

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: ENGINEERING

July 14, 2026

To: Mayor and City Council

From: Watts Jason, City Engineer

By: Watts Jason, City Engineer

Subject: Resolution No. 2026-45 Authorization to sell property for Residential Development and Public Right of Way Dedication (JW)

RECOMMENDATION:

Council, by one motion and one vote:

1. Adopt Resolution No. 2026-45 authorizing the sale of seven (7) City-owned subdivision lots to Joe Crown Homes.
2. Accept the dedication of the public right-of-way created through the approved Lot Line Adjustment.
3. Authorize the City Manager, or designee, to execute all documents necessary to complete the property transfer and record all associated documents.

EXECUTIVE SUMMARY:

During the review of Phase II of the Rose View Estates subdivision, staff identified an opportunity to improve traffic within the existing neighborhood by connecting Wright Street to Kamm Avenue, eliminating the existing storm drain basin and connecting the neighborhood to the existing storm drain system, abandoning the lift station on the north side of Kamm, and creating 6 residential lots for development. The developer, Crown Homes, agreed to complete these improvements as part of the subdivision. To date, all the work has been completed by the developer. Staff is recommending that the 6 lots be sold to Crown Homes at fair market. The developer has graded the lots and plans to build single-family homes that will fully develop the Marshal Acres neighborhood. Resolution No. 2026-45 authorizes the sale of the 6 lots to Crown Homes and accepts the associated public right-of-way dedication.

OUTSTANDING ISSUES:

None

DISCUSSION:

On March 28, 2023, the Planning Commission approved Rose View Estates Phase 1 consisting of 27 single-family residential lots. On October 24, 2023, the Planning Commission approved Rose View Estates Phase 2 consisting of an additional 44 residential lots. Together, the subdivision created 71 residential lots and the associated public infrastructure necessary to serve the development.

During the review of Phase 2 of the subdivision, staff evaluated opportunities to improve traffic and storm drain retention within the Marshal Acres neighborhood. Staff recommended the following as part of the development:

1. Extension of Wright Street — staff identified the connection of Wright Street to Kamm Avenue as a way to improve traffic within the subdivision. This connection will reduce "rat" cutting (and speeding) within the subdivision and provide a direct outlet for residences to exit the neighborhood via Kamm Avenue.

2. Elimination of temporary Storm Drain Basin — Staff identified the opportunity to eliminate the existing storm drain basin by permanently connecting the subdivision to the existing storm drain system on Kamm Avenue. The removal of the basin will connect the neighborhood to a permanent, regional basin and eliminate ongoing maintenance by city staff.

3. Abandon Lift Station — the elimination of the existing storm drain basin results in the opportunity to abandon the lift station adjacent to Well No. 14 on the north side of Kamm Avenue. This lift station created temporary flooding during heavy rains as storm water was pumped from the basin into the gutter system on Kamm Avenue for surface flow into the drain inlet at the north-east corner of Kamm and Green Avenues.

4. Remnant Lots — the elimination of the storm drain basin provided an opportunity to create 6 remnant residential infill lots within the existing neighborhood. The creation and development of these lots will complete the full development of the Marshal Acres neighborhood.

The developer, Joe Crown, agreed to these improvements as part of his development. To date, all of the aforementioned improvements have been completed by the developer.

The City is proposing to sell the 6 remnant lots to Joe Crown for $32,000 per lot for a total of $192,000. The sale price is consistent with the purchase price that the developer paid for Phase 1 and Phase 2. Furthermore, the developer has improved the lots by brining them to grade and installing utilities, curb, gutter and sidewalk along the frontage of the lots. Joe Crown will build new homes on the lots and sell them as part of the Rose View Estate subdivision.

Approval of Resolution No. 2026-45 enclosed herein as Attachment ‘A’ will authorize the sale of the lots to Joe Crown and accept the associated public right-of-way dedication for the improvements.

FISCAL IMPACT:

The sale of the City-owned residential lots will generate revenue of approximately $224,000 ($32,000 per lot) that will be deposited into the City's local funds.

In addition to the sale proceeds, the City avoids the substantial costs associated with preparing the property for development. Joe Crown Homes will be responsible for all improvements necessary to make the lots buildable, including backfilling the former detention basin, constructing the roadway, relocating storm drainage facilities, installing utilities, grading, and completing all remaining subdivision improvements at no cost to the City.

The redesigned storm drainage system also eliminates the need for an additional City-maintained detention basin, reducing the City's future maintenance obligations and long-term operating costs.

PUBLIC HEARING:

None

ATTACHMENTS:

1. Resolution No. 2026-45
2. Original Residential Lot Subdivision Map
3. Lot Dedication 1_Combined
4. Lot Dedication 2_Combined
5. Lot Dedication 3_Combined
6. Lot Dedication 4_Combined
7. Lot Dedication 5_Combined
8. Right of Way Relinquishment No. 1_Combined
9. Right of Way Relinquishment No. 2_Combined
10. Right of Way Relinquishment to Lot 17_Combined

RESOLUTION 2026-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING THE SALE OF CITY-OWNED REAL PROPERTY TO JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT, INC., ACCEPTING THE DEDICATION OF PUBLIC RIGHT-OF-WAY CREATED THROUGH A LOT LINE ADJUSTMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION

WHEREAS, the Rose View Estates subdivision was previously approved by the City and included the creation of residential lots and public infrastructure to serve the development; and

WHEREAS, during final engineering design, City staff determined that eliminating the proposed detention basin, extending Wright Street through the property, and rerouting stormwater to the City's existing regional stormwater basins would provide a more efficient public infrastructure system while reducing the City's long-term maintenance obligations; and

WHEREAS, to implement the revised subdivision layout, a Lot Line Adjustment was processed in accordance with the California Subdivision Map Act, which reconfigured the existing property boundaries, maintained the previously approved number of residential lots, and created a parcel dedicated for public right-of-way; and

WHEREAS, because the Lot Line Adjustment did not create additional legal parcels, City Council approval of the Lot Line Adjustment is not required pursuant to the California Subdivision Map Act; and

WHEREAS, Joseph Crown Construction and Development, Inc. has agreed to purchase the City-owned residential lots in their current condition for the sum of Thirty-Two Thousand Dollars ($32,000.00) per lot, which staff has determined to represent fair market value; and

WHEREAS, Joseph Crown Construction and Development, Inc. will be responsible for all costs necessary to prepare the property for development, including but not limited to backfilling the former detention basin, relocating storm drainage facilities, grading, utility improvements, and construction of all remaining subdivision improvements, without reimbursement from the City; and

WHEREAS, the City Council finds that authorizing the sale of the property and accepting the associated public right-of-way dedication is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED
that the City Council of Dinuba herby takes the following actions:

1. The City Council hereby approves the sale of the City-owned residential lots identified in Exhibit "A" to Joseph Crown Construction and Development, Inc., in accordance with the Purchase and Sale Agreement approved by the City Attorney.

2. The purchase price for the property shall be Thirty-Two Thousand Dollars ($32,000.00) per residential lot, subject to the terms and conditions of the Purchase and Sale Agreement.

3. The City Council hereby accepts the public right-of-way created through the approved Lot Line Adjustment.

4. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement, Grant Deed, Certificates of Acceptance, escrow instructions, and any other documents necessary to complete the

sale of the property and acceptance of the public right-of-way, subject to approval as to form by the City Attorney.

5. The above recitals are true and correct and are adopted as the findings of the City Council.

6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

7. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

IN WITNESS THEREOF, I, Rachel Nerio-Guerrero, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this _____ day of _____ two-thousand-twenty-six.

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

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

_____
Mayor

ATTEST:

_____
Maria Alaniz, City Clerk

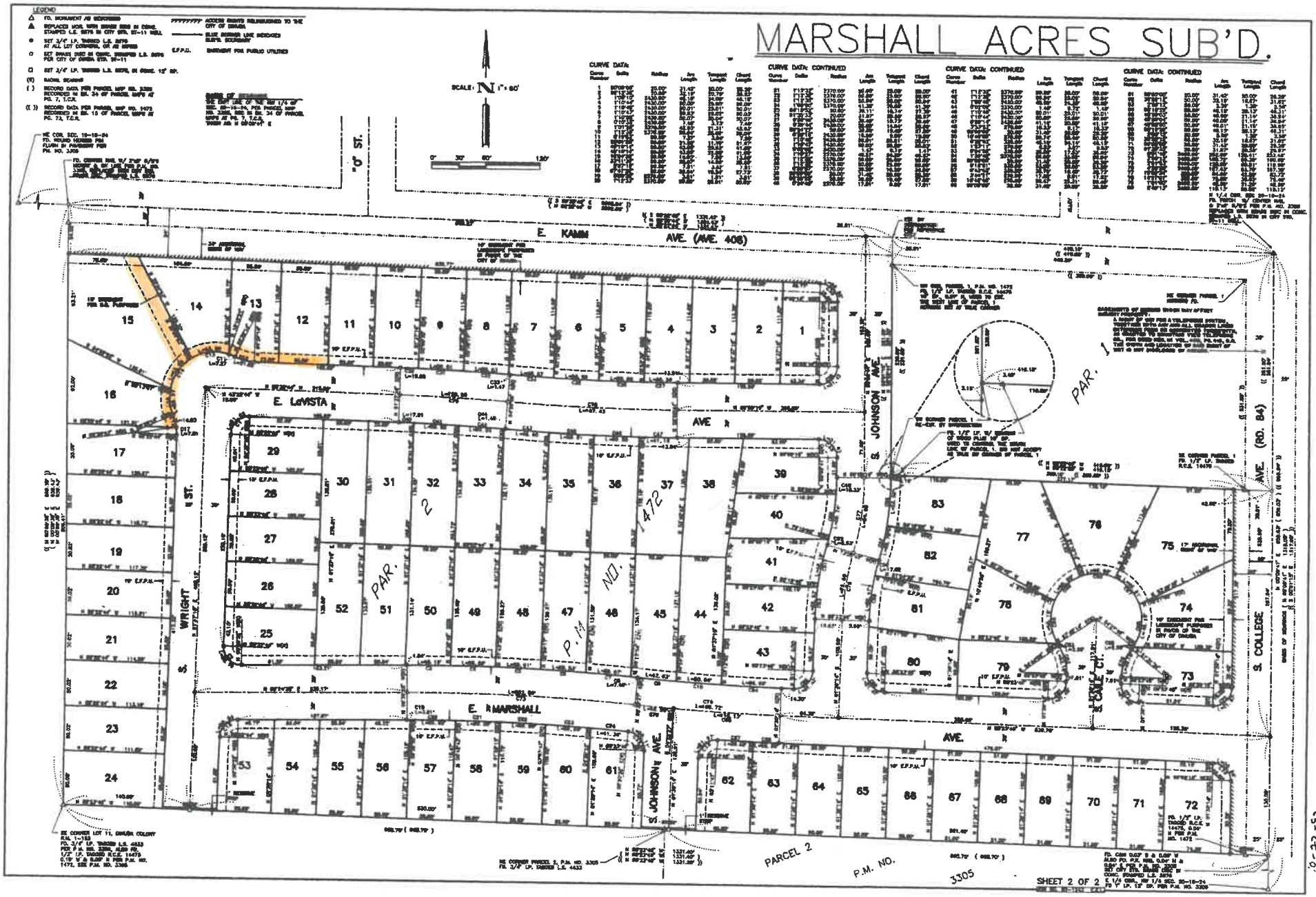

MARSHALL ACRES SUB'D.
E. KAMM AVE. (AVE. 406)
E. LaVISTA AVE
E. MARSHALL AVE.
S. WRIGHT ST.
S. JOHNSON AVE.
S. COLLEGE AVE. (RD. 84)
"O" ST.
PAR. 1
PAR. 2
P.M. NO. 1472
PARCEL 2
P.M. NO. 3305
SHEET 2 OF 2

Exhibit A

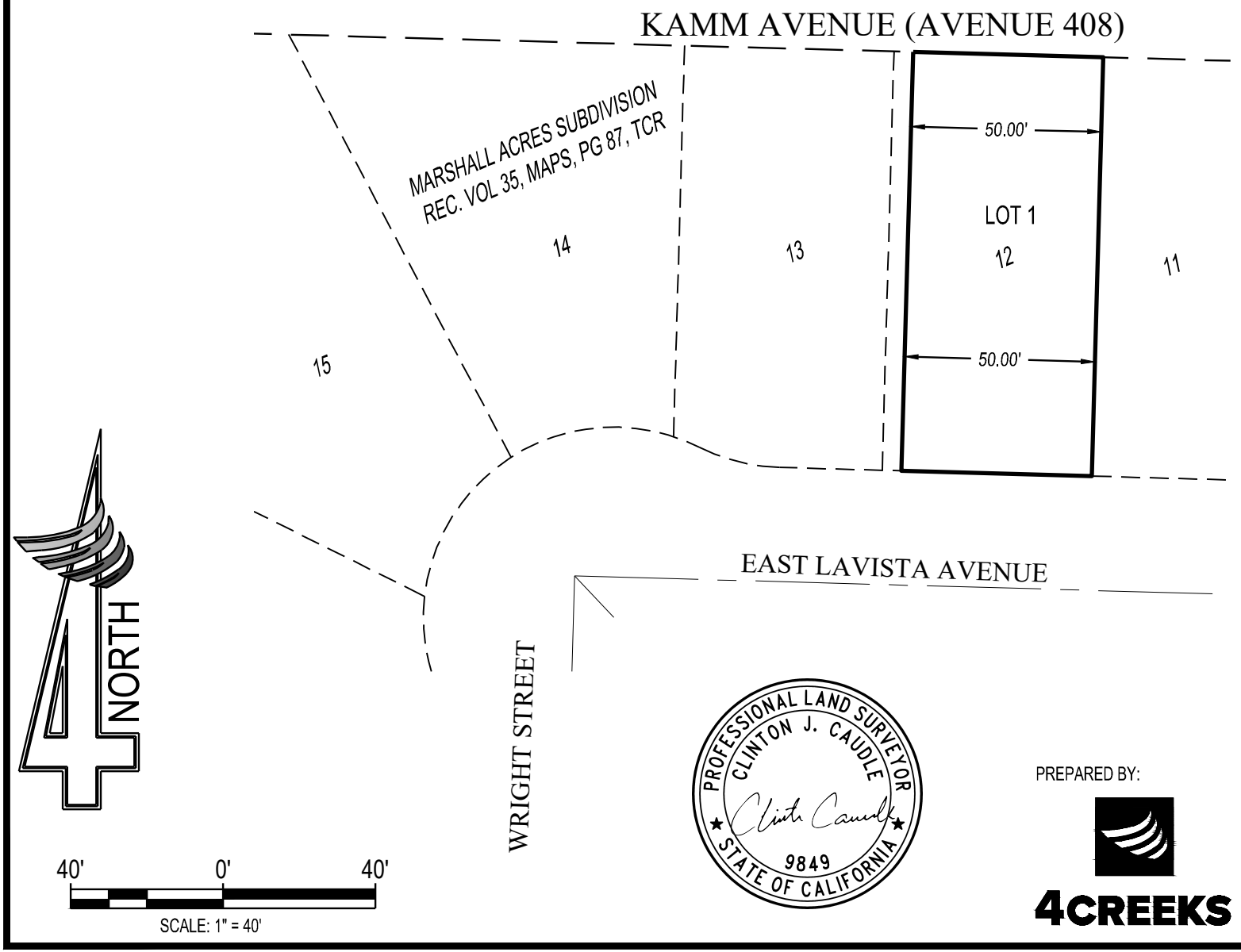
Lot 1

The East 50.00 feet of Lot 12 of Marshall Acres Subdivision recorded in Volume 35, of Maps, Page 87, Tulare County Records:

Containing approximately 5501 sf more or less

ONE SHEET ONLY

EXHIBIT 'B'



PREPARED BY:
4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
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FAX: 559.802.3215
www.4-creeks.com

Exhibit A

Lot 2

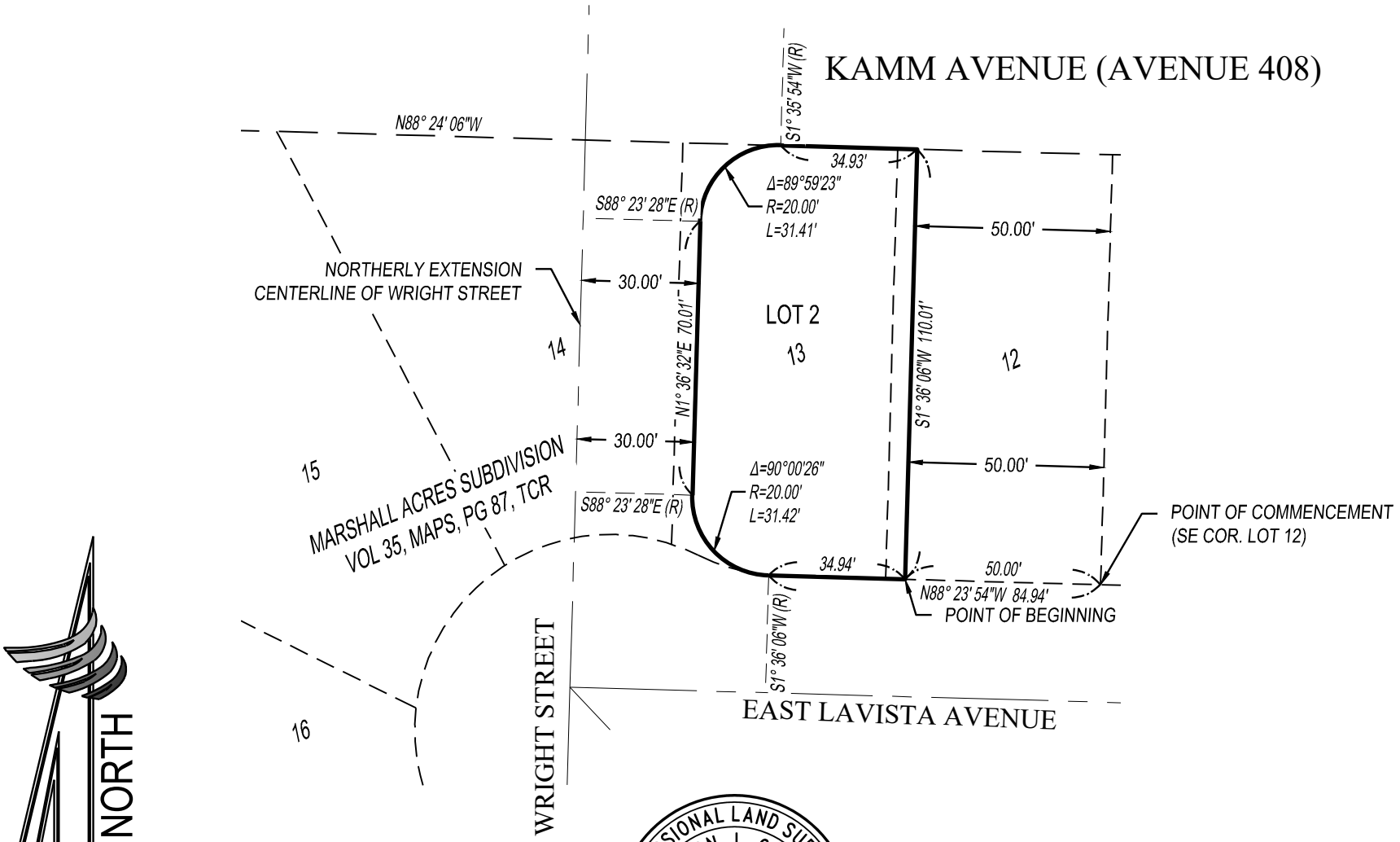
That portion of Lots 12 and 13, and a portion of East LA Vista Avenue as dedicated on the map of Marshall Acres Subdivision recorded in Volume 35, of Maps, Page 87, Tulare County Records, described as follows:

COMMENCING at the Southeast corner of said Lot 12;
Thence North 88° 23’ 54” West, along the South line of said Lot 12, a distance of 50.00 feet to a line parallel with and 50.00 feet West of the East line of said Lot 12, and the **TRUE POINT OF BEGINNING;**
Thence continuing North 88° 23’ 54” West, along the South line of said Lots 12 and 13 and the Westerly extension thereof, 34.94 feet;
Thence Northwesterly 31.42 feet, along a tangent curve, concave Northeasterly, with a radius of 20.00 feet, and a central angle of 90° 00’ 26”, to a line parallel with and 30.00 feet East of the Northerly extension of the centerline of Wright Street as shown on said Map;
Thence North 1° 36’ 32” East, along last said parallel line, 70.01 feet;
Thence Northeasterly 31.41 feet, along a tangent curve, concave Southeasterly, with a radius of 20.00 feet, and a central angle of 89° 59’ 23” to the North line of said Lot 12;
Thence South 88° 24’ 06” East, along said North line of said Lots 12 and 13, a distance of 34.93 feet to a line parallel with and 50.00 feet West of the East line of said Lot 12;
Thence South 1° 36’ 06” West, along last said parallel line, 110.01 feet to the **TRUE POINT OF BEGINNING.**

Containing approximately 5872 sf more or less

ONE SHEET ONLY

EXHIBIT 'B'



PROFESSIONAL LAND SURVEYOR
CLINTON J. CAUDLE
9849
STATE OF CALIFORNIA

PREPARED BY:

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Exhibit A

Lot 3

That portion of Lots 14 and 15 of Marshall Acres Subdivision recorded in Volume 35, of Maps, Page 87, Tulare County Records, described as follows:

BEGINNING at the Northwest corner of said Lot 15;
Thence South 88° 24’ 06” East, along the North line of said Lot 15 and Lot 14, a distance of 107.02 feet;
Thence Southeasterly 31.42 feet along a tangent curve, concave to the Southwest, with a radius of 20.00 feet, a central angle of 90° 00’ 37” to a line parallel with and 30.00 feet West of the Northerly Extension of the centerline of Wright Street as shown on said map;
Thence South 1° 36’ 32” West, along said parallel line, 55.18 feet;
Thence North 88° 23’ 28” West, 124.90 feet to the West line of said Lot 15;
Thence North 0° 00’ 38” West, along said West line, 75.19 feet to the **POINT OF BEGINNNIN**G.

Containing approximately 9384 sf more or less

ONE SHEET ONLY

EXHIBIT 'B'

KAMM AVENUE (AVENUE 408)

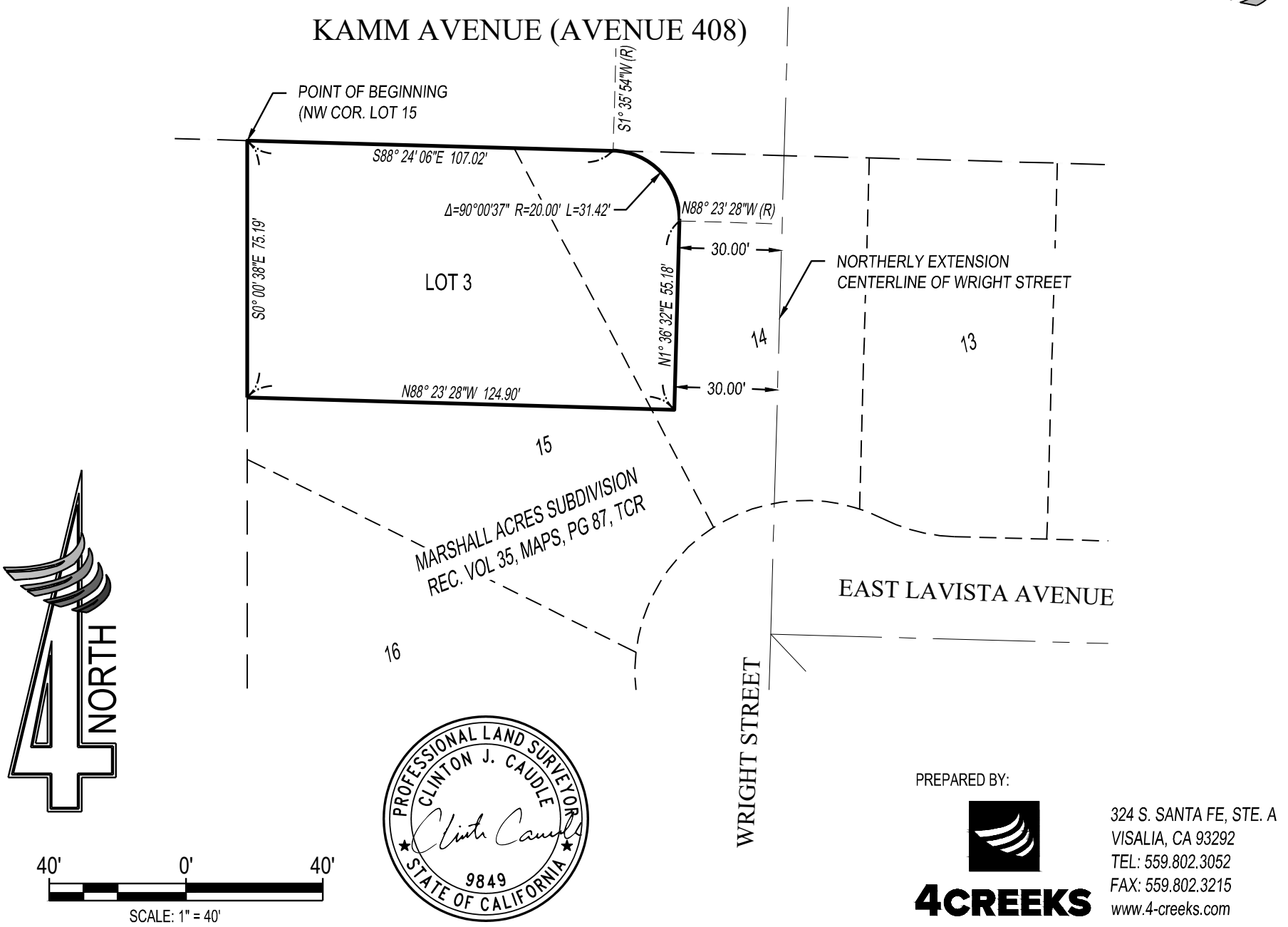

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Exhibit A

Lot 4

That portion of Lots 14, 15, and 16, and a portion of Wright Street as dedicated on the map of Marshall Acres Subdivision recorded in Volume 35, of Maps, Page 87, Tulare County Records, described as follows:

COMMENCING at the Northwest corner of said Lot 15;
Thence South 0° 00’ 38” East, along the West line of said Lot 15, a distance of 75.19 feet to the **TRUE POINT OF BEGINNING**;
Thence South 88° 23’ 28” East, 124.90 feet to a line parallel with and 30.00 feet West of the Northerly Extension of the centerline of Wright Street as shown on said map;
Thence South 1° 36’ 32” West, along said parallel line, 55.00 feet;
Thence North 88° 23’ 28” West, 123.35 to the West line of said Lot 16;
Thence North 0° 00’ 38” West, along the West line of said Lots 16 and 15 a distance of, 55.02 feet to the **TRUE POINT OF BEGINNING**.

Containing approximately 6827 sf more or less

ONE SHEET ONLY

EXHIBIT 'B'

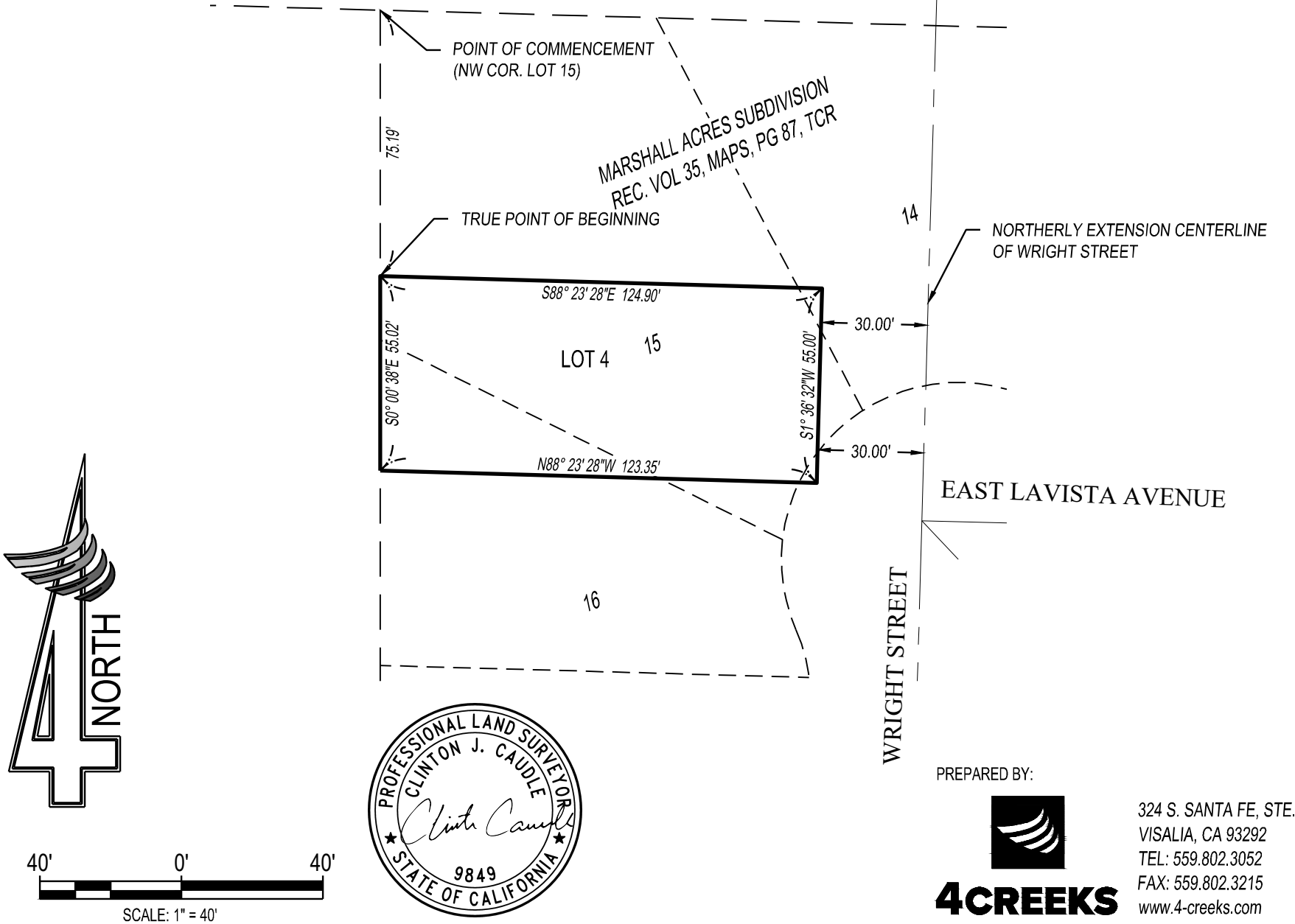

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Exhibit A

Lot 5

That portion of Lots 15 and 16, and a portion of Wright Street as dedicated on the map of Marshall Acres Subdivision recorded in Volume 35, of Maps, Page 87, Tulare County Records, described as follows:

BEGINNING at the Southwest corner of said Lot 16;
Thence North 0° 00’ 38” West, along the West line of said Lot 16, a distance of 55.02 feet;
Thene South 88° 23’ 28” East, 123.35 feet to a line parallel with and 30.00 feet West of the Northerly Extension of the centerline of Wright Street as shown on said map;
Thence South 1° 36’ 32” West, along said parallel line, 55.00 feet to the Easterly extension of the South line of said Lot 16;
Thence North 88° 23’ 28” West, along said South line and its Easterly extension, 121.79 feet to the **TRUE POINT OF BEGINNING**;

Containing approximately 6741 sf

ONE SHEET ONLY

EXHIBIT 'B'

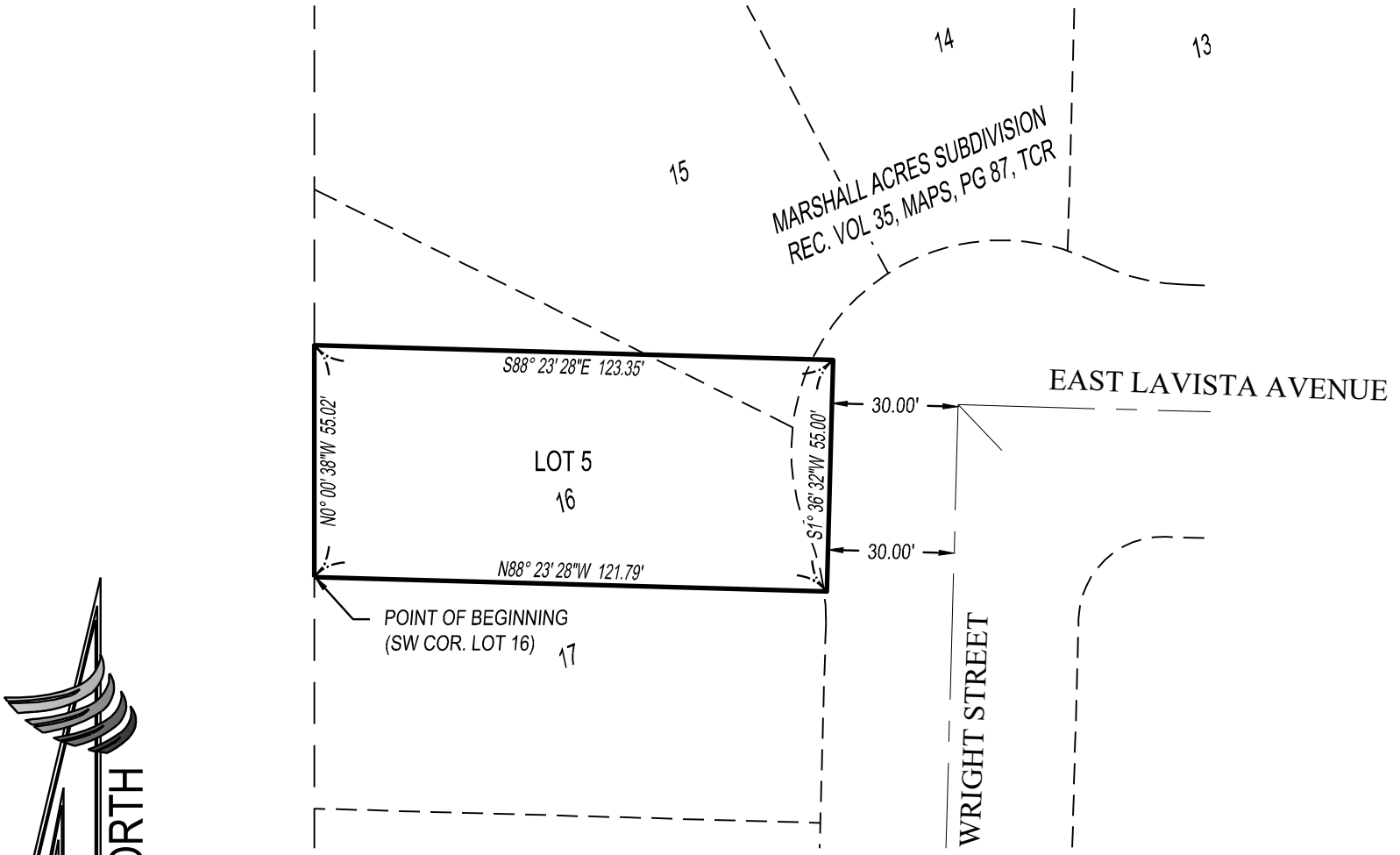

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Exhibit A

Right of Way Relinquishment #1

That portion of the right of way for Wright Street as dedicated on the map of Marshall Acres Subdivision recorded in Volume 35, of Maps, Page 87, Tulare County Records, described as follows:

BEGINNING at the Southeast corner of Lot 16 of said Marshall Acres Subdivision;
Thence Northwesterly 14.08 feet, along a non-tangent curve in said right of way line, concave to the Southwest, with a radius of 50.00 feet, a central angle of 16° 07' 49" and a beginning radial of South 82° 42' 26" West;
Thence Northeasterly 52.99 feet, along a reverse curve in said right of way line, concave to the Southeast, with a radius of 50.00 feet, and a central angle of 60° 43' 33"to a line parallel with and 30.00 feet West of the Northerly Extension of the centerline of Wright Street;
Thence South 1° 36' 32" West, along said parallel line, 63.75 feet to the Easterly Extension of the South line of said Lot 16;
Thence North 88° 23' 28" West, along said Easterly extension, a distance of 0.60 feet to the **POINT OF BEGINNING**;

Containing approximately 383 sf more or less

ONE SHEET ONLY

EXHIBIT 'B'

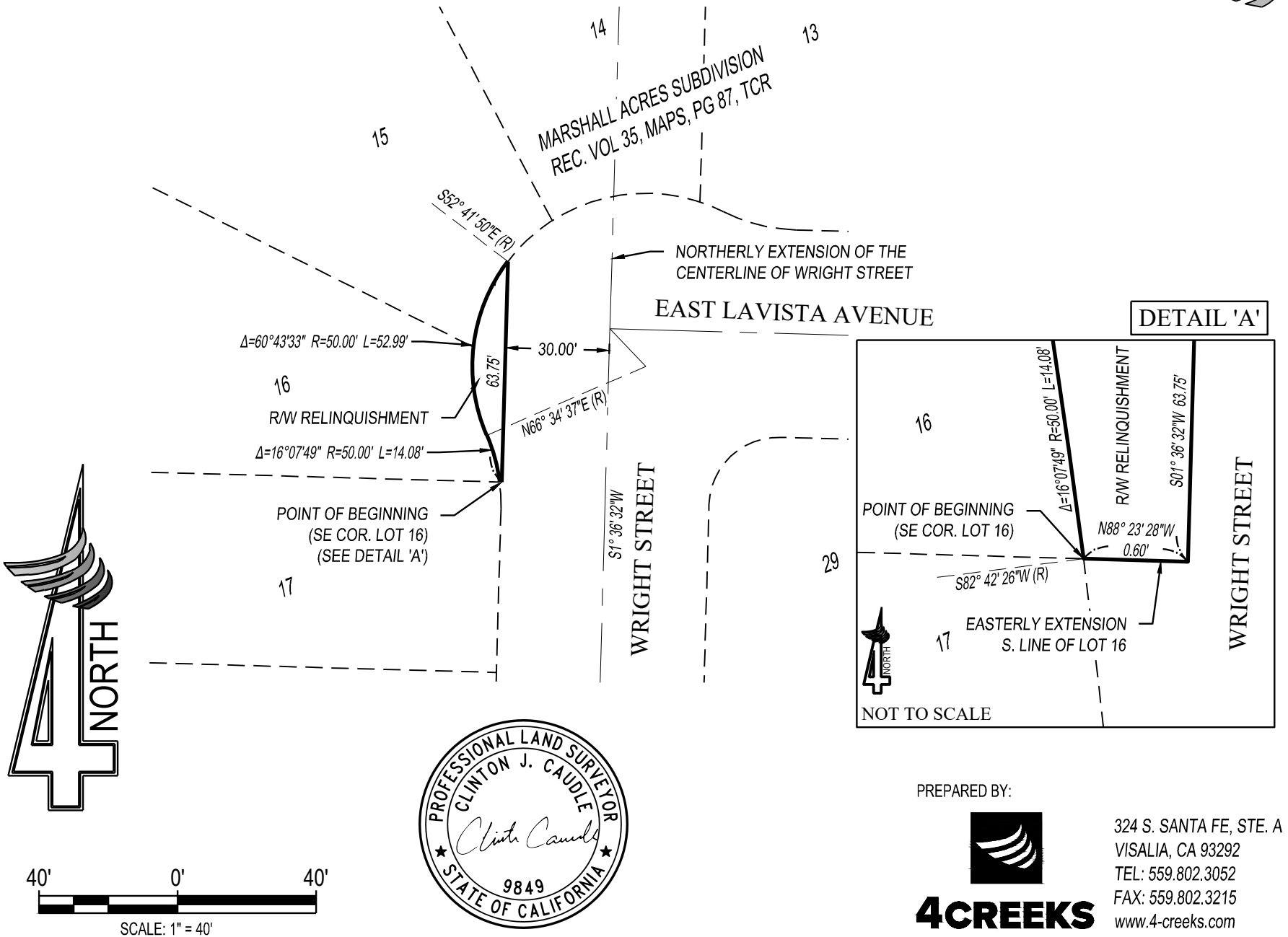

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Exhibit A

Right of Way Relinquishment # 2

That portion of the right of way of East La Vista Avenue as dedicated on the map of Marshall Acres Subdivision recorded in Volume 35, of Maps, Page 87, Tulare County Records, described as follows:

COMMENCING at the Southeast corner of Lot 13 of said Marshall Acres Subdivision;
Thence North 88° 23' 54" West, along the South line of said Lot 13, a distance of 27.03 feet to the **POINT OF BEGINNING**;
Thence continuing North 88° 23' 54" West, along said South line, 2.91 feet;
Thence Northwesterly 5.00 feet, along a tangent curve in said right of way line, concave to the North, with a radius of 20.00 feet, a central angle of 14° 19' 15";
Thence Southeasterly 7.89 feet, along a non-tangent curve, concave to the North, with a radius of 50.00 feet, a central angle of 9° 02' 35", and a beginning radial which bears North 10° 38' 41" East to the **TRUE POINT OF BEGINNING**.

Containing approximately 0.61 sf

ONE SHEET ONLY

EXHIBIT 'B'

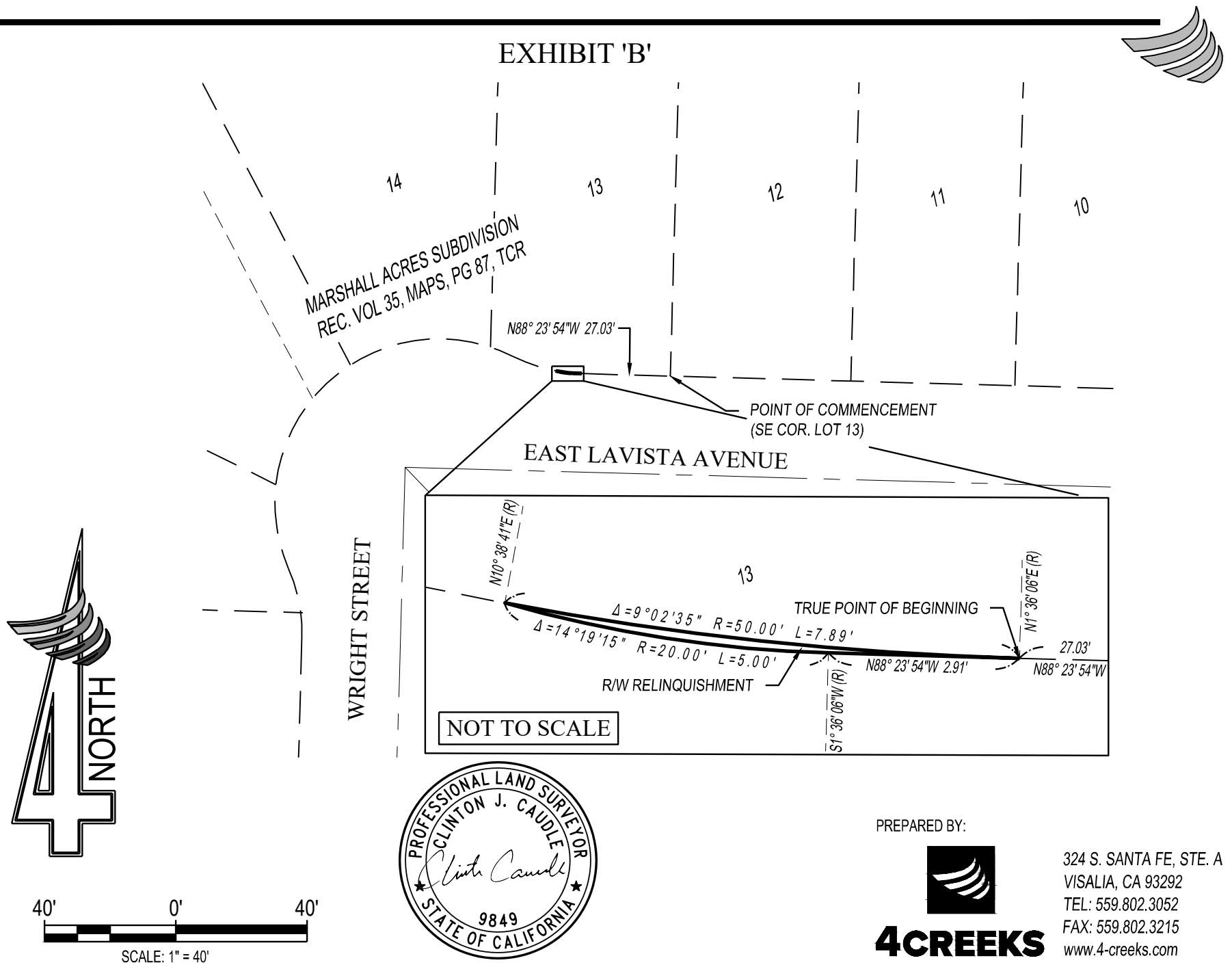

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Exhibit A

Right of Way Relinquishment to Lot 17

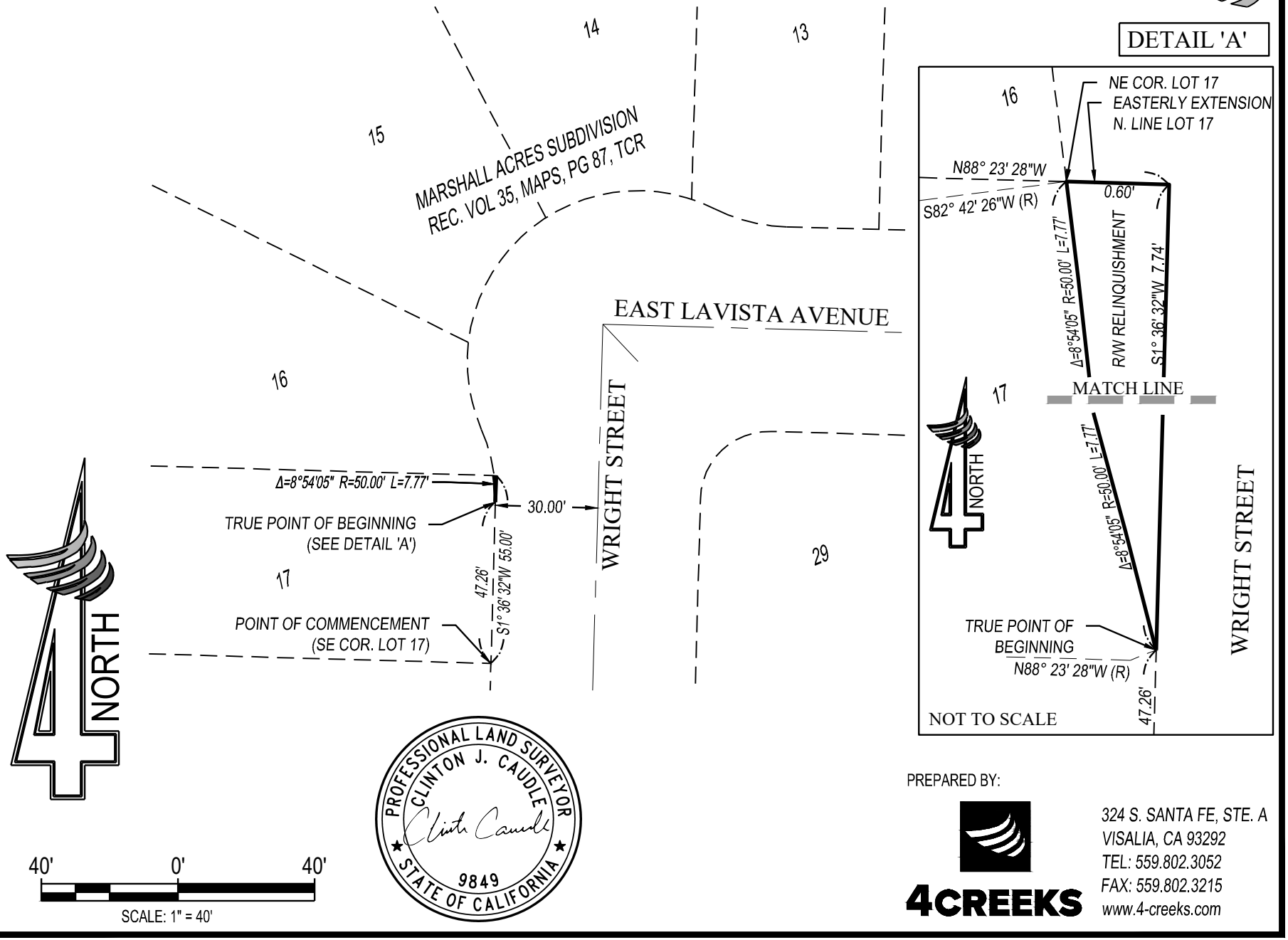
That portion of the right of way for Wright Street as dedicated on the map of Marshall Acres Subdivision recorded in Volume 35, of Maps, Page 87, Tulare County Records, described as follows:

COMMENCING at the Southeast corner of Lot 17 of said Marshall Acres Subdivision;
Thence North 1° 36' 32" East, along the East line of said Lot 17, a distance of 47.26 feet to the beginning of a curve in the East line of said Lot 17 and the **TRUE POINT OF BEGINNING**;
Thence Northwesterly 7.77 feet, along a tangent curve in said right of way line, concave to the West, with a radius of 50.00 feet, and a central angle of 8° 54' 05" to the Northeast corner of said Lot 17;
Thence North 88° 23' 28" West, along the Easterly extension of said North line, 0.60 feet to a line parallel with and 30.00 feet West of the centerline of Wright Street;
Thence South 1° 36' 32" West, along said parallel line, 7.74 feet to the **POINT OF BEGINNING**;

Containing approximately 1 sf more or less

ONE SHEET ONLY

EXHIBIT 'B'



DETAIL 'A'

PREPARED BY:

4CREEKS

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CITY OF DINUBA
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CALIFORNIA • 1906

City Council Staff Report

Department: ENGINEERING

July 14, 2026

To: Mayor and City Council

From: Watts Jason, City Engineer

By: Watts Jason, City Engineer

Subject: Resolution No. 2026-44 Approving the Acquisition of Property in Fee for the El Monte/Road 56 Roundabout (JW)

RECOMMENDATION:

Council adopt Resolution No. 2026-44 by one motion approving:

1. Right of Way Agreement with Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust.
2. Right of Way Agreement with Airport Ranch Co., L.P., et al.
3. Authorize the City Manager or designee to execute the agreements.
4. Accept the Grant Deed for public street purposes

EXECUTIVE SUMMARY:

The City retained Hamner, Jewell & Associates, a qualified right of way acquisition consultant, to complete the property acquisition process for the El Monte Way and Road 56 Roundabout Project. As required by these regulations, just compensation was established through independent valuation reports, written offers of just compensation were presented to each property owner, and negotiations were conducted by the City's right of way acquisition consultant. Negotiations have concluded and the parties have agreed to the terms of the proposed acquisitions. The agreements are now presented to the City Council for approval and authorization for the City Manager to execute the agreements upon receipt of the remaining property owner signatures.

OUTSTANDING ISSUES:

None

DISCUSSION:

The El Monte Way and Road 56 Roundabout Project requires the acquisition of property interests from two adjacent property owners to accommodate construction of

the proposed roundabout and associated roadway improvements.

Because the project utilizes federal funding, the property acquisition process is governed by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), 49 CFR Part 24, and applicable California eminent domain law. These regulations require the City to establish just compensation through an independent appraisal or valuation, present a written offer of just compensation to each property owner, and conduct negotiations through a qualified right of way acquisition consultant. The property owners are also afforded all rights and protections required under federal law, including the opportunity to obtain an independent appraisal, where applicable.

To comply with these requirements, the City retained Hamner, Jewell & Associates, a qualified right of way acquisition consultant, to prepare the valuation documents, establish the basis for just compensation, present the City's written offers, negotiate with the property owners, and prepare the acquisition documents for City Council consideration.

The proposed acquisitions are summarized below:

APN	Property Owner	Compensation
012-160-032-000	Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust	$41,600.00
012-220-026-000	Airport Ranch Co., L.P., et al.	$20,100.00

Negotiations have been successfully completed with both property owners, and the parties have reached agreement on the acquisition terms. The proposed agreements are currently being finalized through the execution process. Approval of Resolution No. 2026-44 will authorize the City Manager or designee to execute the agreements on behalf of the City upon receipt of the remaining property owner signatures and accept the associated conveyance documents upon close of escrow.

Both acquisitions consists of a grant deed necessary to accommodate the roadway improvements and associated infrastructure for the roundabout. The negotiated compensation includes payment for the required area as well as compensation for improvements and cost-to-cure items identified during the appraisal process.

Staff recommends that the City Council adopt Resolution No. 2026-44 approving the proposed Right of Way Agreements, authorizing the City Manager or designee to execute the agreements, and accepting the associated conveyance documents upon close of escrow.

FISCAL IMPACT:

This project is being funded through Measure R, CMAQ, and local funding.

PUBLIC HEARING:

None

ATTACHMENTS:

1. Resolution No. 2026-44
2. Agreement - Warkentin Trust
3. Deed Grant - Warkentin Trust
4. Deed Grant - Airport Ranch
5. Agreement - Airport Ranch
6. Offer package - Airport Ranch
7. Offer package - Warkentin

RESOLUTION 2026-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING RIGHT OF WAY ACQUISITION AGREEMENTS FOR THE EL MONTE WAY AND ROAD 56 ROUNDABOUT PROJECT

WHEREAS, the City of Dinuba is constructing the El Monte Way and Road 56 Roundabout Project to improve traffic operations, roadway safety, and circulation at the intersection of El Monte Way and Road 56; and

WHEREAS, construction of the project requires the acquisition of property interests from adjacent property owners for public street purposes; and

WHEREAS, the project utilizes federal funding and, therefore, the property acquisition process is governed by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq.), 49 CFR Part 24, and applicable provisions of California law; and

WHEREAS, pursuant to these requirements, the City retained Hamner, Jewell & Associates, a qualified right of way acquisition consultant, to prepare valuation reports, establish the basis for just compensation, present written offers of just compensation, negotiate with the property owners, and prepare the acquisition documents for City Council consideration; and

WHEREAS, the required valuations and negotiations have been completed and agreements have been reached with the affected property owners for the acquisition of the necessary property interests as outlined below:

Property Owner	APN	Approved Just Compensation
Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust	012-160-032-000	$41,600.00
Airport Ranch Co., L.P., et al.	012-220-026-000	$20,100.00

WHEREAS, the negotiated compensation includes payment for the required area as well as compensation for improvements and cost-to-cure items identified during the appraisal process.; and

WHEREAS, both acquisitions consists of a grant deed necessary to accommodate the roadway improvements and associated infrastructure for the roundabout; and

WHEREAS, approval of the proposed Right of Way Agreements will allow the City Manager to execute the agreements upon receipt of the remaining property owner signatures and proceed with closing escrow and acquiring the required property interests necessary for construction of the project; and

WHEREAS, the City Engineer recommends approval of the Right of Way Agreements and acceptance of the associated conveyance documents upon close of escrow.

NOW, THEREFORE, BE IT RESOLVED
that the City Council of Dinuba herby takes the following actions:

1. The City Council hereby approves the sale of the City-owned residential lots identified in Exhibit "A" to Joseph Crown Construction and Development, Inc., in accordance with the Purchase and Sale Agreement approved by the City Attorney.

2. The purchase price for the property shall be Thirty-Two Thousand Dollars ($32,000.00) per residential lot, subject to the terms and conditions of the Purchase and Sale Agreement.

3. The City Council hereby accepts the public right-of-way created through the approved Lot Line Adjustment.

4. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement, Grant Deed, Certificates of Acceptance, escrow instructions, and any other documents necessary to complete the sale of the property and acceptance of the public right-of-way, subject to approval as to form by the City Attorney.

5. The above recitals are true and correct and are adopted as the findings of the City Council.

6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

7. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

IN WITNESS THEREOF, I, Rachel Nerio-Guerrero, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this _____ day of _____ two-thousand-twenty-six.

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

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

_____
Mayor

ATTEST:

_____
Maria Alaniz, City Clerk

ASSESSOR PARCEL NO.: 012-160-032-000
PROJECT: City of Dinuba – El Monte and Road 56 Roundabout
OWNER: The Warkentin Living Trust

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Joseph G. Warkentin and Sarah Warkentin, Co-Trustees of the Joseph G. Warkentin and Sarah Warkentin Living Trust dated February 2, 2026 (hereinafter collectively called "Grantor"), and

The City of Dinuba, a California municipal corporation (hereinafter called "City").

An instrument in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **Forty-One Thousand Six Hundred Dollars ($41,600)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Paragraph 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in

which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor's remaining real property to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably practical.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. POSSESSION AND USE - Grantor acknowledges and agrees that upon execution of this Agreement the City shall have the right to enter upon, possess, and use the Property for all purposes necessary for the design, construction, operation, maintenance, and completion of the Project, notwithstanding that escrow has not yet closed or that recordation of the conveyance documents has not yet occurred. Possession shall commence on the date the amount of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction.

Grantor agrees that the City's possession and use of the Property pursuant to this Agreement shall not constitute a trespass and waives any claim arising from the City's exercise of the rights acquired herein. The parties acknowledge that the conveyance documents and payment of compensation remain subject to the completion of escrow; however, Grantor hereby grants the City the full right of possession and use of the Property pending such completion.

This Possession and Use provision shall survive the execution of this Agreement and remain in effect until the conveyance contemplated herein is completed or this Agreement is otherwise terminated by mutual written agreement of the parties.

E. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

F. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

G. COST TO CURE – Acknowledges and agrees that included in the amount payable under Paragraph 2.A. of this Agreement is payment in full to compensate Grantor for the expense of performing the following work: removal of approximately 42 trees, installation of a new section of irrigation pipeline with valves and the establishment of new turn rows.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and

City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $41,600 issued by Placer Title Company showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;
3) Item Nos. 4, 5, 6, 7, and 9 of the preliminary title report issued by Placer Title Company, dated April 18, 2025, referenced as Order No. P-620458; and
4) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. TITLE VI CIVIL RIGHTS ACT COMPLIANCE - The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. COUNCIL/BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the City Council.. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

G. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

H. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as fully binding and as full force and effect the same as if they bore original signatures. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
Joseph G. Warkentin and Sarah Warkentin, Co-Trustees of the Joseph G. Warkentin and Sarah Warkentin Living Trust dated February 2, 2026

By: _____ Date: 7-7-2026
Joseph G. Warkentin
Co-Trustee

By: _____ Date: 7/7/2026
Sarah Warkentin
Co-Trustee

GRANTOR'S MAILING ADDRESS:
Joseph G. and Sarah Warkentin
4851 N. Harrison Avenue
Fresno, CA 93704

CITY OF DINUBA, a California municipal corporation

CITY STAFF RECOMMENDS
AGREEMENT FOR CITY COUNCIL APPROVAL:

By: _____ Date: _____
George Avila
Public Works Director

ACCEPTED BY COUNCIL:

By: _____ Date: _____
Luis Patlan
City Manager

MAILING ADDRESS OF CITY:
City of Dinuba
Public Works Department
1088 E. Kamm Avenue
Dinuba, CA 93618

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:
City of Dinuba
Attn: City Clerk
405 E. El Monte Way
Dinuba, CA 93618

Exempt from the $75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED

(To the City of Dinuba)

APN: 012-160-032-000 (Portion)

For a valuable consideration, receipt of which is hereby acknowledged,

> Joseph G. Warkentin and Sarah Warkentin, Co-Trustees of the Joseph G. Warkentin and Sarah Warkentin Living Trust dated February 2, 2026 (hereinafter collectively referred to as "Grantor"),

hereby grants to the

> City of Dinuba, a California municipal corporation (hereinafter referred to as "Grantee"),

the real property in the County of Tulare, State of California described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

Executed this 7 day of July, 2026.

GRANTOR:
Joseph G. Warkentin and Sarah Warkentin, Co-Trustees of the Joseph G. Warkentin and Sarah Warkentin Living Trust dated February 2, 2026

By: _____
Joseph G. Warkentin, Co-Trustee

By: _____
Sarah Warkentin, Co-Trustee

ACKNOWLEDGMENT

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

State of California
County of Fresno

On 7.7.2026 before me, H. Roberts, Notary Public, personally appeared Joseph G. Warkentin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature H. Roberts (Seal)

H. ROBERTS
Notary Public - California
Fresno County
Commission # 2414399
My Comm. Expires Sep 26, 2026

ACKNOWLEDGMENT

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

State of California
County of Fresno

On 7.7.2026 before me, H. Roberts, Notary Public, personally appeared Sarah Warkentin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature H. Roberts (Seal)

H. ROBERTS
Notary Public - California
Fresno County
Commission # 2414399
My Comm. Expires Sep 26, 2026

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba hereby accepts for public purposes the real property, or interest therein, described in that deed dated _____, from Joseph G. Warkentin and Sarah Warkentin, Co-Trustees of the Joseph G. Warkentin and Sarah Warkentin Living Trust dated February 2, 2026, collectively Grantor therein, to the City of Dinuba, Grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 20____.

CITY OF DINUBA

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

APN: 012-160-032

Exhibit "A"

FEE ACQUISITION
LEGAL DESCRIPTION

That portion of the South half of Lot 25 of Level Orchard Land Colony, in Section 10, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, as per map recorded in Book 3, Page 44 of Maps, in the Office of the Tulare County Recorder;

Commencing at the Southeast corner of said Section 10;
Thence North 89° 10' 37" West, along the South line of the Southeast quarter of said Section 10, a distance of 532.38 feet;
Thence North 0° 49' 23" East, 102.95 feet to the existing North right-of-way line of Avenue 416 being that parcel dedicated per Grant Deed recorded May 13, 2008, as Document No. 2008-0034029, of Official Records, and the True Point of Beginning;
Thence North 88° 00' 52" East, 204.09 feet to a line parallel with and 10.00 feet North of the North line of said deeded parcel;
Thence South 89° 10' 37" East, along said parallel line, 57.07 feet;
Thence North 63° 45' 55" East, 112.38 feet;
Thence North 49° 37' 05" East, 155.57 feet to a line parallel with and 50.00 feet West of the East line of said Southeast quarter;
Thence North 0° 06' 35" West, along last said parallel line, 67.15 feet;
Thence North 89° 53' 25" East, 10.00 feet to a line parallel with and 40.00 feet West of the East line of said Southeast quarter;
Thence South 0° 06' 35" East, along last said parallel 193.97 feet to the North line of said deeded parcel;
Thence South 45° 22' 06" West, along the North line of said deeded parcel, 51.86 feet;
Thence North 89° 10' 37" West, along the North line of said deeded parcel, 453.72 feet to the True Point of Beginning.

Containing approximately 20,142 sqf.

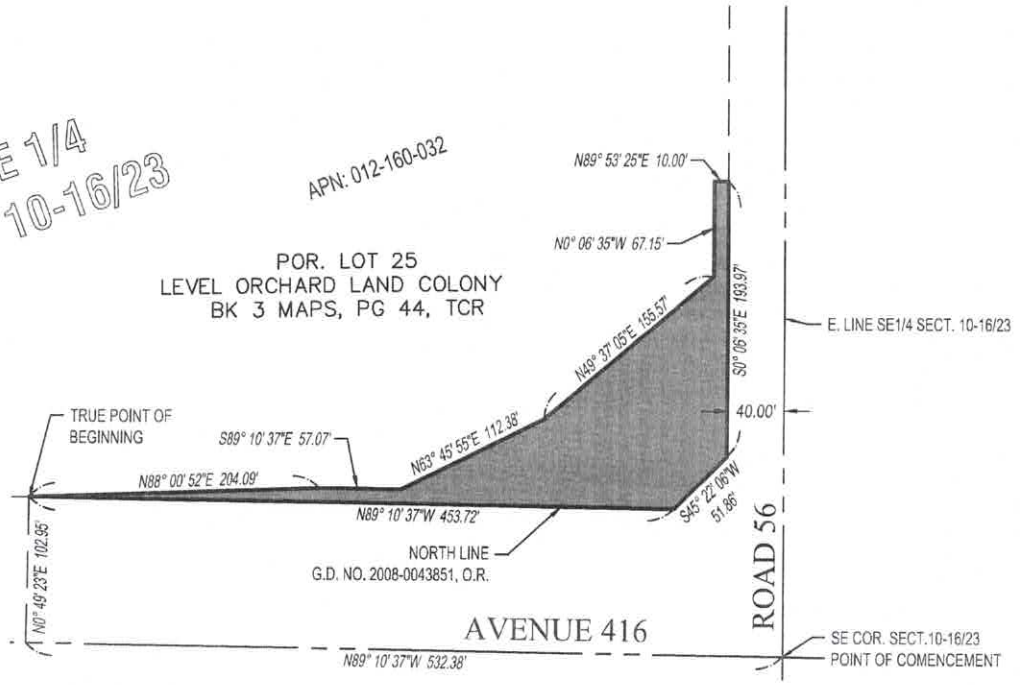
ONE SHEET ONLY

EXHIBIT B

POR. SE 1/4
SECT. 10-16/23

APN: 012-160-032

POR. LOT 25
LEVEL ORCHARD LAND COLONY
BK 3 MAPS, PG 44, TCR



100' 0' 100'

SCALE 1" = 100'

ACQUISITION PARCEL AREA = 20,142 SQF. ±

PREPARED BY:

4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:
City of Dinuba
Attn: City Clerk
405 E. El Monte Way
Dinuba, CA 93618

Exempt from the $75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED

(To the City of Dinuba)

APN: 012-220-026-000 (Portion)

For a valuable consideration, receipt of which is hereby acknowledged,

Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Seven-Eleven Ranch Company, Ltd., a California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership (hereinafter collectively called "Grantor")

hereby grants to the

City of Dinuba, a California municipal corporation (hereinafter referred to as "Grantee"),

the real property in the County of Tulare, State of California described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

Executed this _____ day of _____, 20___.

GRANTOR:
Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership

Each of the foregoing limited partnerships,
By: Evans AG GP, Inc., a Nevada corporation
Its General Partner

By: _____ Date: _____
Berne H. Evans, III
Its President

Seven-Eleven Ranch Company, Ltd., a California limited partnership
By: Berne H. Evans, III, an individual
Its General Partner

By: _____ Date: _____
Berne H. Evans, III
Its President

ACKNOWLEDGMENT

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

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared Bernie H. Evans, III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba hereby accepts for public purposes the real property, or interest therein, described in that deed dated _____, from Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership, collectively Grantor therein, to the City of Dinuba, Grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 20____.

CITY OF DINUBA

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

APN: 012-220-026

EXHIBIT A

FEE ACQUISITION
LEGAL DESCRIPTION

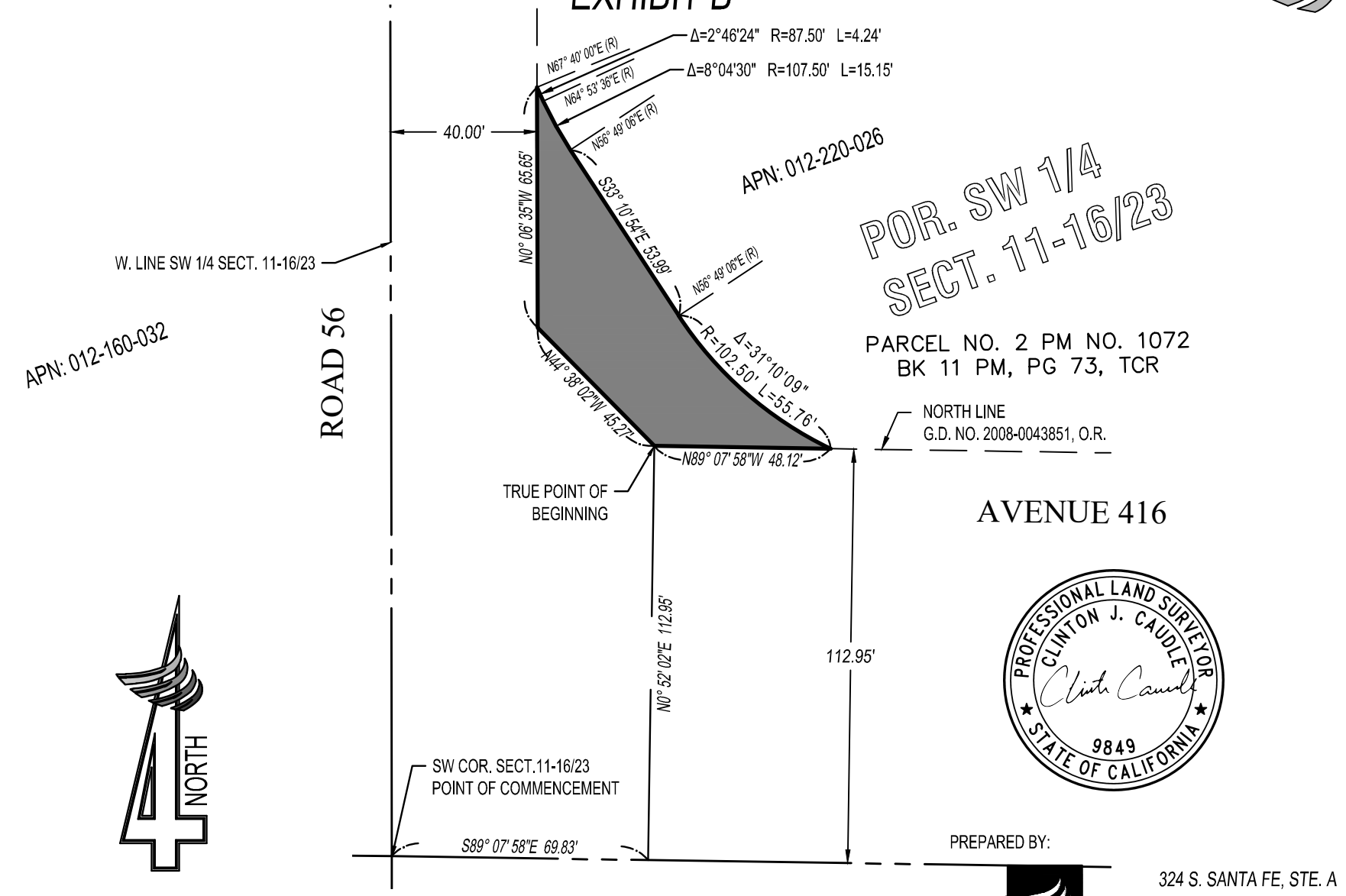
That portion of Parcel No. 2 of Parcel Map No. 1072 recorded in Book 11 of Parcel Maps, at Page 73, of Tulare County Records, being situated in the Southwest quarter of Section 11, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

COMMENCING at the Southwest corner of said Section 11;
Thence South 89° 07' 58" East, along the South line of said Southwest quarter 69.83 feet;
Thence North 0° 52' 02" East, 112.95 feet to the existing North right-of-way line of Avenue 416 being the North line of that parcel dedicated per Grant Deed recorded June 20, 2008, as Document No. 2008-0043851, of Official Records, and the **TRUE POINT OF BEGINNING**;
Thence North 44° 38' 02" West, along the North line of said deeded parcel, 45.27 feet to the East right-of-way line of Road 56 also being a line parallel with and 40.00 feet East of the West line of said Southwest quarter;
Thence North 0° 06' 35" West, along said parallel line, 65.65 feet;
Thence Southeasterly 4.24 feet, along a non-tangent curve concave to the Northeast, a radius of 87.50 feet, a central angle of 2° 46' 24", and a beginning radial which bears North 67° 40' 00"E;
Thence Southeasterly 15.15 feet, along a compound curve, concave to the Northeast, a radius of 107.50 feet, a central angle 8° 04' 30";
Thence South 33° 10' 54" East, 53.99 feet;
Thence Southeasterly 55.76 feet, along a tangent curve, concave to the Northeast, a radius of 102.50 feet, a central angle of 31° 10' 09" to said North right-of-way line;
Thence North 89° 07' 58" West, along said North right of way line, 48.12 feet to the **TRUE POINT OF BEGINNING**;

Containing approximately 2,603 sqf.

ONE SHEET ONLY

EXHIBIT B



PROFESSIONAL LAND SURVEYOR
CLINTON J. CAUDLE
9849
STATE OF CALIFORNIA

ACQUISITION AREA = 2603 SQF. ±

PREPARED BY:

4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

ASSESSOR PARCEL NO.: 012-220-026-000
PROJECT: City of Dinuba – El Monte and Road 56 Roundabout
OWNER: Airport Ranch Co., L.P., et al.

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Seven-Eleven Ranch Company, Ltd., a California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership (hereinafter collectively called "Grantor") and

The City of Dinuba, a California municipal corporation (hereinafter called "City").

An instrument in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or

construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **Twenty Thousand One Hundred Dollars ($20,100)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Paragraph 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, not commence construction of improvements within the Property or otherwise perform work on the Property until after the completion of the harvest season on or about September 2026. In addition, the City shall design and construct the sidewalk improvements with rebar reinforcement to help minimize the potential for damage resulting from incidental contact by farm equipment. All agricultural improvements including irrigation facilities, grapevines and other appurtenances shall be protected in place by City except for the Grantor's removal of five grape vines as defined in section 3G of this agreement. Upon completion of construction, City shall generally restore Grantor's remaining real property to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably practical.

The City requires a Temporary Construction Easement, depicted in "Exhibit A" which is attached hereto and incorporated herein by this reference and hereinafter referred to as Temporary Construction Easement Area ("TCE Area") solely for construction access and the construction of Project improvements. Grantor hereby grants to the City, and its agents, employees, consultants, and contractors, a Temporary Construction Easement for such purposes, commencing on July 1, 2026, and terminating on June 30, 2027, or upon completion of construction, whichever occurs first.

The City may enter upon and use the Temporary Construction Easement area as reasonably necessary for construction access and the operation of equipment during Project construction;

provided, however, that all entry and construction activity shall occur after the harvest season on or about September 2026 and shall not damage, or otherwise disturb Grantor's grapes, vines, crops, irrigation facilities, or other agricultural improvements located within the TCE Area. Upon completion of construction, City shall generally restore the TCE Area to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably practical. Compensation for the Temporary Construction Easement is included as defined in paragraph 2A of this Agreement.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. POSSESSION AND USE - Grantor acknowledges and agrees the City shall have the right to enter upon, possess, and use the Property for all purposes necessary for the design, construction, operation, maintenance, and completion of the Project, notwithstanding that escrow has not yet closed or that recordation of the conveyance documents has not yet occurred. Possession shall commence on the date the amount of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction. Notwithstanding all other provisions of this section, actual construction activity shall not commence until after harvest is complete on or about September 2026.

Grantor agrees that the City's possession and use of the Property pursuant to this Agreement shall not constitute a trespass and waives any claim arising from the City's exercise of the rights acquired herein. The parties acknowledge that the conveyance documents and payment of compensation remain subject to the completion of escrow; however, Grantor hereby grants the City the full right of possession and use of the Property pending such completion.

This Possession and Use provision shall survive the execution of this Agreement and remain in effect until the conveyance contemplated herein is completed or this Agreement is otherwise terminated by mutual written agreement of the parties.

E. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

F. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

G. COST TO CURE – Acknowledges and agrees that included in the amount payable under Paragraph 2.A. of this Agreement is payment in full to compensate Grantor for the expense of performing the following work: Removal of five (5) grape vines located within the Property. Grantor or Grantor's farming operator, shall perform the grape vine removal work, and the amount payable under Paragraph 2.A. includes compensation for the grape vines removed.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $20,100 issued by Placer Title Company showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;
3) Item Nos.4, 5, 7, 8, 9, 11, and 12 of the preliminary title report issued by Placer Title Company, dated April 18, 2025, referenced as Order No. P-620455; and

4) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. TITLE VI CIVIL RIGHTS ACT COMPLIANCE - The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. SETTLEMENT PROPOSAL /COUNCIL APPROVAL - This Agreement represents Grantor's settlement proposal and is expressly subject to and contingent upon City approval. This Agreement is subject to and conditioned upon approval by the City Council.. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

G. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

H. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as fully binding and as full force and effect the same as if they bore original signatures. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership

Each of the foregoing limited partnerships,
By: Evans AG GP, Inc., a Nevada Corporation its General Partner

By: _____ Date: _____
Berne H. Evans, III
Its President

Seven-Eleven Ranch Company, Ltd., a California limited partnership
By: Berne H. Evans, III, an individual, its General Partner

By: _____ Date: _____
Berne H. Evans, III
Its President

GRANTOR'S MAILING ADDRESS:
Airport Ranch Co., L.P., et al.
1095 E. Green Street
Pasadena, CA 91106

CITY OF DINUBA, a California municipal corporation

CITY STAFF RECOMMENDS
AGREEMENT FOR CITY COUNCIL APPROVAL:

By: _____ Date: _____
George Avila
Public Works Director

ACCEPTED BY COUNCIL:

By: _____ Date: _____
Luis Patlan
City Manager

MAILING ADDRESS OF CITY:
City of Dinuba
Public Works Department
1088 E. Kamm Avenue
Dinuba, CA 93618

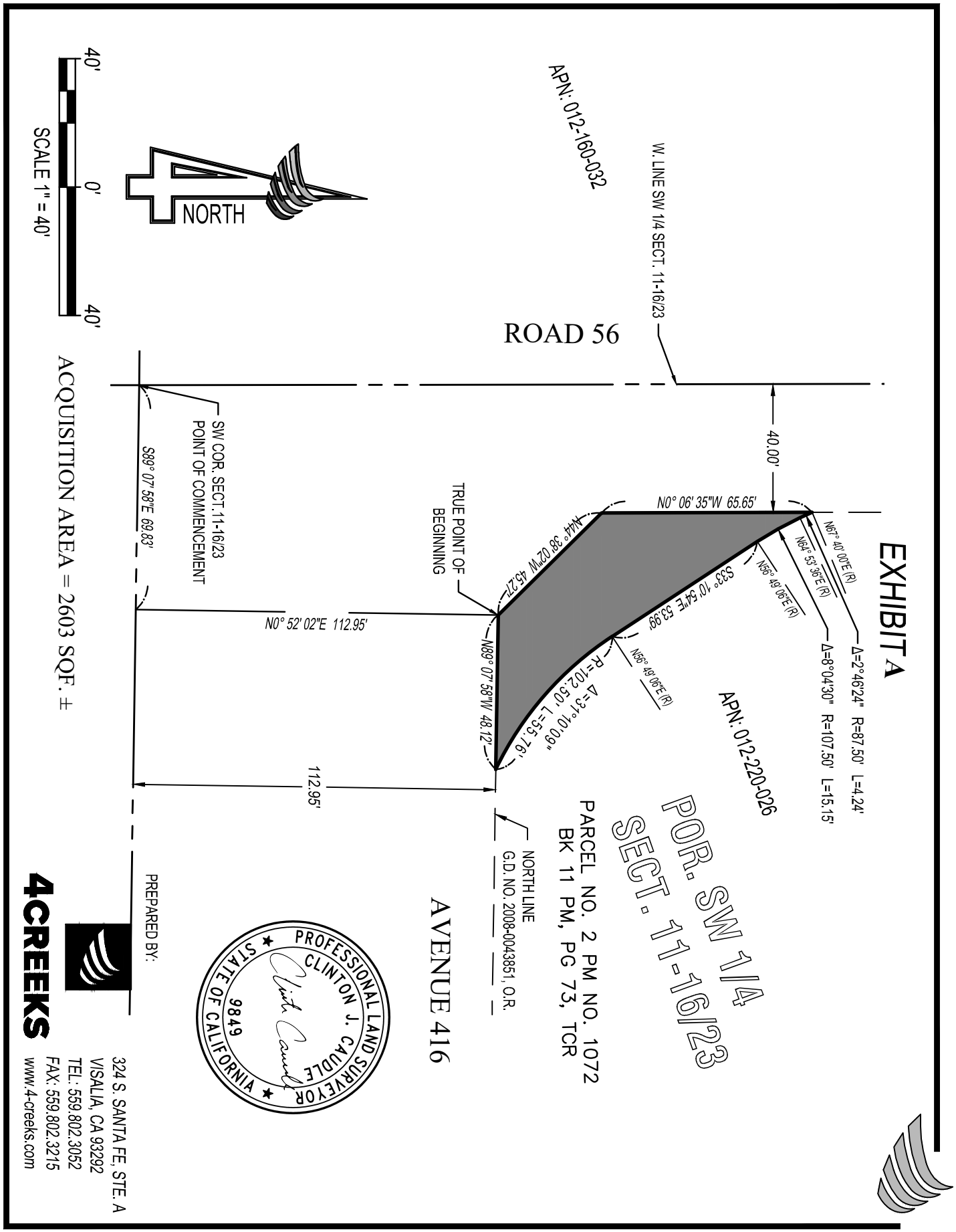


EXHIBIT A
POR. SW 1/4
SECT. 11-16/23
PARCEL NO. 2 PM NO. 1072
BK 11 PM, PG 73, TCR
APN: 012-160-032
APN: 012-220-026
W. LINE SW 1/4 SECT. 11-16/23
ROAD 56
AVENUE 416
NORTH LINE
G.D. NO. 2008-0043851, O.R.
40.00'
N0° 06' 35"W 65.65'
N67° 40' 00"E (R)
N64° 53' 36"E (R)
N56° 49' 06"E (R)
Δ=2°46'24" R=87.50' L=4.24'
Δ=8°04'30" R=107.50' L=15.15'
S33° 10' 54"E 53.99'
N44° 38' 02"W 45.27'
TRUE POINT OF BEGINNING
SW COR. SECT.11-16/23
POINT OF COMMENCEMENT
S89° 07' 58"E 69.83'
N0° 52' 02"E 112.95'
N89° 07' 58"W 48.12'
112.95'
Δ=24°10'09" R=102.50' L=53.79'
ACQUISITION AREA = 2603 SQF. ±
NORTH
SCALE 1" = 40'
40'
0'
40'
PROFESSIONAL LAND SURVEYOR
CLINTON J. CAUDLE
9849
STATE OF CALIFORNIA
PREPARED BY:
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HAMNER, JEWELL & ASSOCIATES
Government Real Estate Services
Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting
Offices in Ventura, San Luis Obispo and Fresno Counties
Writer's Telephone Number: (559) 412-8710
Writer's email address: pstyles@hamner-jewell.com

November ___, 2025

Via U.S. Mail and Email to
adamsmith@sunpacific.com
and berneevans@sunpacific.com

Airport Ranch Co., L.P., et al.
Attn: Berne Evans & Adam Smith
33374 Lerdo Highway
Bakersfield, CA 933084

Subject: City of Dinuba – El Monte and Road 56 Roundabout Project
Acq. AP# 012-160-032-000 (Airport Ranch Co., et al.)

Dear Messrs Evans and Smith,

This is to formally present you with an offer on behalf of the City of Dinuba to purchase an easement on a portion of your property located at Ave 416 in the unincorporated area of Tulare County, Dinuba, California. An exhibit showing the location of this area is enclosed for your orientation and reference. As you are aware, purchase by the City is necessary in conjunction with the El Monte and Road 56 Roundabout Project.

To ensure that fair market value is offered to you for the purchase of this property right, a valuation has been made. That valuation has taken into consideration the highest and best use of the affected property, the size of the land, any improvements located thereon, and all other factors that affect fair market value.

On the attached Valuation Report, the Total Just Compensation figure of **$5,600** represents the fair market value of the sought property rights, as established by this recent valuation and is the amount of the offer to you for the purchase of these property rights.

The City hereby offers to purchase these property rights for the full amount offered, subject to you conveying these rights to the City free and clear of all liens and encumbrances other than public utility easements and public rights of way. The City would pay all usual and necessary escrow, title, transfer, and recording fees associated with this purchase.

This offer is subject to environmental inspection and approval by the City of the area proposed for purchase. The purpose of this process will be to attempt to confirm whether or not there is any hazardous contamination within, adjacent to, or coming from the property. The environmental inspection and approval process may include physical inspections and environmental assessments as deemed necessary or advisable by the City, as well as other testing or inspection should a

preliminary review indicate it advisable. In the event the City determines that corrective or remedial action may be necessary, the City reserves the right to reduce the amount offered to reflect corrective or remedial costs, or to withdraw this offer.

Your ongoing cooperation for access to your property for these inspections and assessments is appreciated. These inspections will be conducted at the City's expense.

We hope that you will find this offer acceptable and representative of just compensation and look forward to working with you to finalize this purchase. As the City's authorized representative, I would be happy to work with you and assist in finalizing an agreement in any way I can. If you have any questions regarding this offer, please contact me at (559) 412-8710 or by email at pstyles@hamner-jewell.com. I look forward to your response.

Sincerely,

Phillip Styles
California Real Estate License #02083372

Enclosures: Valuation Summary Statement
Valuation Report
Right of Way Agreement
Easement Deed
Pamphlet "When a Public Agency Acquires Your Property"
Title VI brochure

cc: Client (via email, w/enclosures)

VALUATION SUMMARY STATEMENT

BASIC DATA

PROJECT:	City of Dinuba – El Monte and Road 56 Roundabout Project
ASSESSOR'S PARCEL NO. (AP#):	012-220-026
OWNER:	Airport Ranch Co., L.P. et al.
PROPERTY LOCATION:	Ave 416 Unincorporated Area, Tulare County, Dinuba, CA
APPLICABLE ZONING:	AE-20 / Exclusive Agricultural
CURRENT USE OF SUBJECT PROPERTY:	Agricultural Production
HIGHEST AND BEST USE OF SUBJECT PROPERTY:	Agricultural Production
DATE OF VALUATION:	November 17, 2025
TOTAL PROPERTY AREA:	153.54 acres
PROPERTY TO BE ACQUIRED:	ALL [ ] PART [X]
Permanent Easement:	6,679 sq. ft. (0.153 acres)
IMPROVEMENTS TO BE ACQUIRED:	None

BASIS OF VALUATION

The market value for the property to be acquired is based upon a valuation done by a right of way agent, which was prepared in accordance with accepted valuation principles and procedures.

Recent sales of comparable properties, income data, and depreciated replacement costs are utilized as appropriate. Full consideration is given to zoning, development potential, and the income that the subject property is capable of producing. There are three approaches to value:

1. The Market Approach for the subject property is based on the consideration of comparable sales which sold within a reasonable time prior to the date of valuation, at a range of $33,006 to $38,659 per acre. The principal transactions used as comparable sales relied upon as the basis for supporting the determination of value are attached to this Valuation Summary Statement.
2. The Cost Approach is based in part on a replacement cost new of improvements, less depreciation. This approach was not utilized in this analysis since no structural improvements will be affected.
3. The Income Approach is based upon consideration of the income producing potential of the property. This approach was not utilized in this valuation process as it was deemed inapplicable to this specific case.

VALUATION

Permanent Street Easement:

0.153 acres x $37,000 per acre x 99%		$5,604.39	
	Total Land Value:		**$5,604.39**
Improvements: None			
	Total Improvement Value:		**$ 0**
Severance Damages: None		$0	
Benefits: No		$0	
	Total Net Damages/Benefits:		**$ 0**
			$5,604.39
Total Just Compensation for this Acquisition:		**Rounded**	**$5,600.00**

FIVE THOUSAND SIX HUNDRED DOLLARS ($5,600)

This summary of the basis of the amount offered as just compensation is presented in compliance with federal and state law and has been derived from a valuation prepared by a right of way agent, which includes supporting sales data and other documentation. The valuation is hereby approved and accepted by this agency and a purchase offer based thereon is hereby approved and authorized.

City of Dinuba
Approved as Just Compensation for Purchase Offer and Acquisition:

By: _____ Date: 12/2/25

Name: George Avila
Title: Public Works Director

Att: Comparable Sales List
Deed(s)

SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

Project: City of Dinuba – El Monte and Road 56 Roundabout
AP#: 012-220-026 (Airport Ranch Co., et al.)

The City of Dinuba is proposing the El Monte and Road 56 Roundabout project.

Your property, located at Ave 416 Unincorporated Area, Tulare County, Dinuba, California, is within the project area and identified by your County Assessor as Parcel Number 012-220-026.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines requires that each owner from whom the City purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/(are) owned by you or, if applicable, occupied by you as a tenant and which is/(are) contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests being acquired include 6,679 sq. ft. (0.153 acres) in permanent street easement and is described in the attached Deed.
4. The market value of the property being purchased is based upon a market valuation which is summarized on the attached Valuation Summary Statement and such amount:
    a. Represents the full amount of the valuation of just compensation for the property to be purchased;
    b. Is not less than the approved valuation of the fair market value of the property as improved;
    c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is being acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
    d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure Section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of such an appraisal up to a maximum of $5,000 subject to the following conditions:

    a. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to your contract with an appraiser.

    b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (OREA). It is also recommended that such appraiser be experienced and qualified in the appraisal of easements if this offer is to purchase easements rather than the fee interest in your property.

    c. Within 30 days of your receipt of this offer, you must notify the City of your intent to obtain an independent appraisal.

    d. Appraisal cost reimbursement requests must be made in writing, and submitted to the City within 30 days of your receipt of the independent appraisal and no later than 120 days of your receipt of this offer. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City concurrent with submission of the appraisal cost reimbursement request. The appraisal costs must be reasonable and justifiable.

6. No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City programs or activities. If federal funding is being utilized in the project for which your property is being sought, notice is hereby provided that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations, in all programs and activities undertaken by the City. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City.

7. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owners' ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

8. If you ultimately elect to reject this offer for the purchase of your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

Comparable Sales

	Comp 1	Comp 2	Comp 3	Comp 5	Comp 6
Property APN(s)	012-050-005 012-050-006 012-050-007 012-050-009 012-050-010 012-050-011 012-060-007 012-060-015 012-140-008	029-130-005 029-130-006 029-140-001	012-150-007 012-150-008 012-150-036 012-230-053	029-130-002	029-130-013
Zoning	AE-20	AE-20	AE-20	AE-20	AE-20
Lot size	234.96 Acres	87.3 Acres	55.31 Acres	20.0 Acres	19.4 Acres
Sales Price	$8,647,000	$2,881,000	$1,936,000	$770,000	$750,000
Sale Date	03/12/2024	03/15/2024	03/15/2024	09/13/2023	09/06/2024
$ per Acre	$36,788 / AC	$33,006 / AC	$35,002 / AC	$38,500 / AC	$38,659 / AC
Notes	Stone fruit Orchards of various production stages. One Residence.	Stone fruit and Citrus orchards with two residences and shops.	Mature stone fruit orchards.	Mature stone fruit orchard with one small residence.	Mature stone fruit orchard with one small residence.

Project: El Monte and Road 56 Roundabout / City of Dinuba

Date of Report: 11/17/2025

Date of Value: 11/17/2025

APN: 012-220-026

Owner: Airport Ranch Co., L.P., a California Limited Partnership, et. al

Property Address: Ave 416 Unincorporated Area, Tulare County, Dinuba, CA

Zone: AE-20 / Exclusive Agricultural

Present Use: Agricultural Production

Best Use: Agricultural Production

Total Property Area: 153.54 Acres

Area (size) of Proposed Property Rights Sought:
6,679 Sq. Ft. (0.153 Acres) for a Permanent Public Street Easement.

Valuation Analysis

Project Description: The City of Dinuba ("The City") proposes converting the intersection of El Monte Way (Avenue 416) and Road 56, approximately half a mile west of Dinuba's western limit, into a modern multilane roundabout. El Monte Way will carry dual-lane entries (inner for through/left, outer for through/right), while Road 56 will enter with a single approach lane. Construction includes removal and replacement of pavement, sidewalk, drainage and utility upgrades, and installation of street lighting and landscaping. This project is intended to improve safety, relieve congestion, and reduce vehicle emissions in alignment with CMAQ goals and the City's transportation policy. Avenue 416 is recognized as a key arterial connection to Highway 99 in the Dinuba General Plan.

Description of Property Rights Valued: The City is seeking to acquire approximately 6,679 square feet (SF) of land from APN 012-220-026 for a permanent roadway easement associated with the construction of the new roundabout at the intersection of El Monte Way (Avenue 416) and Road 56. This permanent acquisition is required to accommodate geometric improvements for the roundabout, including additional lane width, pedestrian facilities, and drainage infrastructure.

The permanent acquisition area consists of land along the edge of the existing roadway including an area utilized as an access road. Upon acquisition, this land will become part of the expanded public right-of-way and maintained for transportation purposes, including vehicular circulation, pedestrian access, and utility placement.

Description of Property: The subject property, known as Tulare County APN 012-220-026, is 153.54 Acres and is generally square in shape, oriented roughly east-west along El Monte Way (Avenue 416) and extending north toward Road 56. Primary access is from El Monte Way and Road 56.

The parcel lies in unincorporated Tulare County, under AE-20 zoning (Exclusive Agricultural 20-acre

minimum lot size), which preserves agricultural use until urban development is proposed. The terrain is generally level, and the parcel is currently used for agricultural purposes. According to the right-of-way exhibit, no buildings or other structural improvements are located within the proposed permanent right-of-way dedication or temporary construction easement. Impacts are limited to a 10-foot-wide sliver area along El Monte Way (Avenue 416) which widens to a broader sliver at the corner of the intersection and narrows back to a 10 foot strip going northward on Road 56 approximately 30 feet north of the intersection, this is shown on the attached plat map. There are no permanent improvements located in the proposed easement area.

Analysis Finding

An analysis of comparable land sales in the surrounding area resulted in a raw land value range for the subject property of $33,006 - $38,659 / Acre. Based on these sales, the underlying fee value of the subject property is concluded at $37,000 per acre. Because the easement is for exclusive road and utility purposes, 99% of fee value is allocated to the easement.

Calculation:

Permanent Street Easement	
$37,000 / Acre x 0.153 Acres x 99%	$5,604.39
Improvements: None	$0
Damage/Cost to Cure Items: None	$0
Benefits: None	$0
	Total: $5,604.39
	Rounded: $5,600

Conclusion of Just Compensation:

FIVE THOUSAND SIX HUNDRED DOLLARS ($5,600)

Date of Inspection: October 13, 2025

By: Phillip Styles Date 11/17/2025

Phillip Styles, Right of Way Agent
Hamner, Jewell & Associates

Attachments:
- Assessor's Parcel Map
- Project Right of Way Map
- Legal Descriptions / Exhibits
- Subject Photos
- Comparable Sales

This summary of the basis of the just compensation determination on this parcel is presented in compliance with federal and state guidelines.

City of Dinuba
This Valuation has been reviewed and approved as just compensation by the undersigned Agency, which authorizes an offer to owner based hereon. This property is **Approved for Acquisition**:

By: _____ Date: _____
Name:
Title:

SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines requires that each owner from whom a public agency purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the valuation of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.

2. The Agency will offer to purchase any remnant(s) considered by the Agency to be an uneconomic unit(s) which is/(are) owned by you or, if applicable, occupied by you as a tenant and which is/(are) contiguous to the land being conveyed.

3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests being acquired are described in the Deed.

4. The market value of the property being purchased is based upon a market value analysis which is summarized on the attached Statement and such amount:

    a. Represents the full amount of the determination of just compensation for the property to be purchased;

    b. Is not less than the approved fair market value of the property as improved;

    c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is being acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

    d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the Agency.

5. Pursuant to Code of Civil Procedure Section 1263.025, should you elect to obtain an independent appraisal, the Agency will pay for the actual reasonable costs of such an appraisal up to a maximum of $5,000 subject to the following conditions:

    a. You, not the Agency, must order the appraisal. Should you enter into a contract with the selected appraiser, the Agency will not be a party to your contract with an appraiser.

    b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (OREA). It is also recommended that such appraiser be experienced and qualified in the appraisal of easements if this offer is to purchase easements rather than the fee interest in your property.

c. Within 30 days of your receipt of this offer, you must notify the Agency of your intent to obtain an independent appraisal.

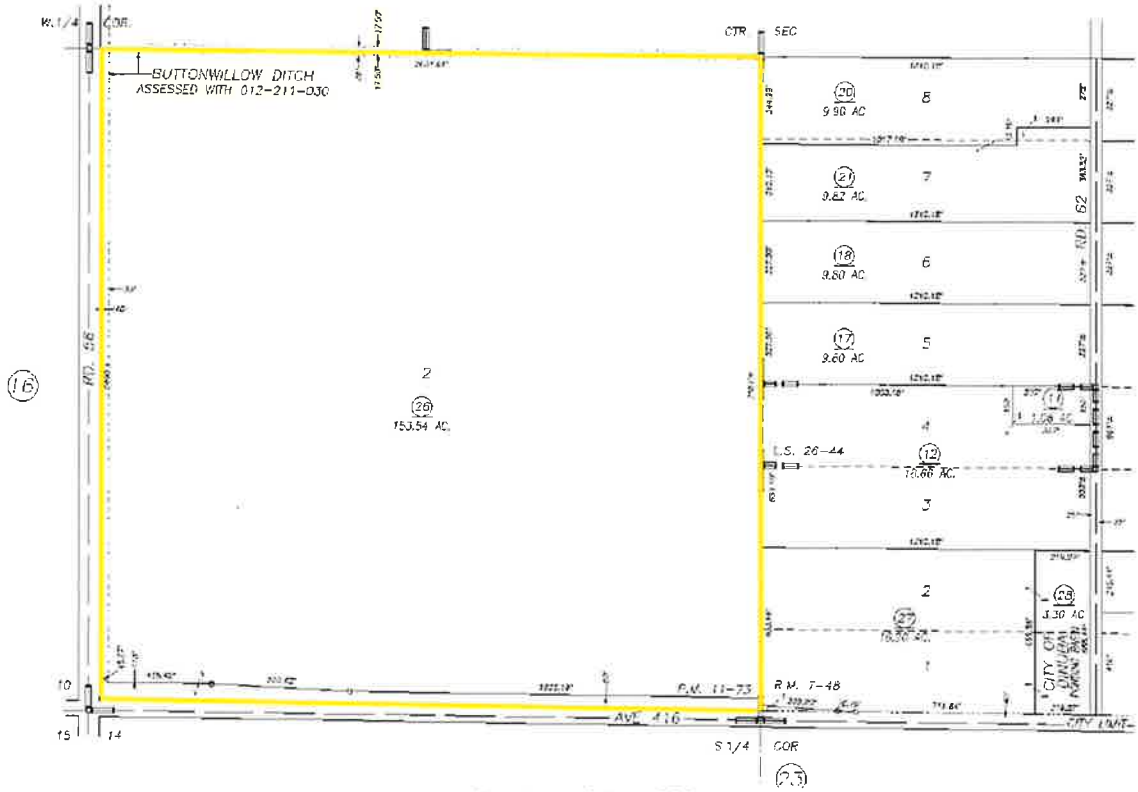
d. Appraisal cost reimbursement requests must be made in writing, and submitted to the Agency within 30 days of your receipt of the independent appraisal and no later than 120 days of your receipt of this offer. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the Agency concurrent with submission of the appraisal cost reimbursement request. The appraisal costs must be reasonable and justifiable.

6. No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Agency programs or activities. If federal funding is being utilized in the project for which your property is being sought, notice is hereby provided that it is the policy of the Agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations, in all programs and activities undertaken by the Agency. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the Agency.

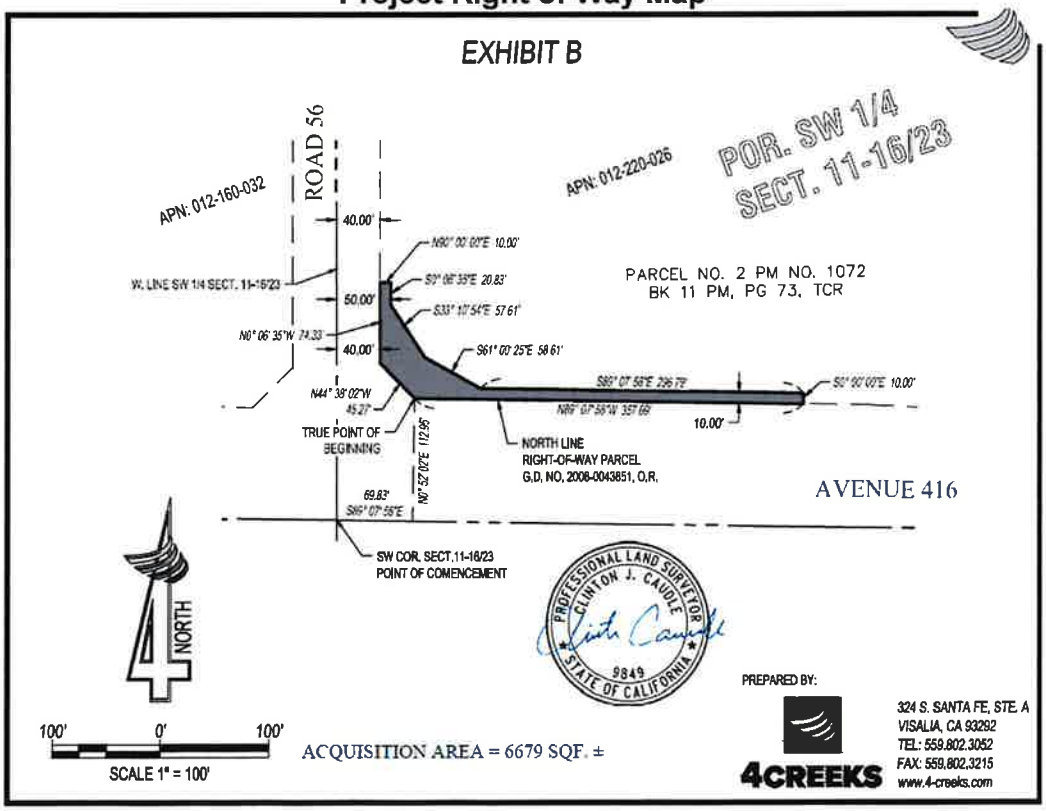
7. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owners' ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

8. If you ultimately elect to reject this offer for the purchase of your property, you may be entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

Assessor's Parcel Map



Project Right of Way Map



Legal Description

APN: 012-220-026

ROW AQUISITION
LEGAL DESCRIPTION

That portion of Parcel No. 2 of Parcel Map No. 1072 recorded in Book 11 of Parcel Maps, at Page 73, of Tulare County Records, being situated in the Southwest quarter of Section 11, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Southwest corner of said Section 11;
Thence South 89° 07' 58" East, along the South line of said Southwest quarter 69.83 feet;
Thence North 0° 52' 02" East, 112.95 feet to the existing North right-of-way line of Avenue 416 being that parcel dedicated per Grant Deed recorded May 13, 2008, as Document No. 2008-0043851, of Official Records, and the True Point of Beginning;
Thence North 44° 38' 02" West, along the North line of said deeded parcel, 45.27 feet to a line parallel with and 40.00 feet East of the West line of said Southwest quarter;
Thence North 0° 06' 35" West, along said parallel line, 74.33 feet;
Thence North 90° 00' 00" East, 10.00 feet to a line parallel with and 50.00 feet East of said West line;
Thence South 0° 06' 35" East, along last said parallel line, 20.83 feet;
Thence South 33° 10' 54" East, 57.61 feet;
Thence South 61° 00' 25" East, 58.61 feet to a line parallel with and 10.00 feet North of the of the North line of said deeded parcel;
Thence South 89° 07' 58" East, along last said parallel line, 296.79 feet;
Thence South 0° 00' 00" East, 10.00 feet to the North line of said deeded parcel;
Thence North 89° 07' 58" West, along the North line of said deeded parcel, 357.69 feet to the True Point of Beginning;

Containing approximately 6,679 sqf.

Subject Photos

Comparable Sales

	Comp 1	Comp 2	Comp 3	Comp 5	Comp 6
Property APN(s)	012-050-005 012-050-006 012-050-007 012-050-009 012-050-010 012-050-011 012-060-007 012-060-015 012-140-008	029-130-005 029-130-006 029-140-001	012-150-007 012-150-008 012-150-036 012-230-053	029-130-002	029-130-013
Zoning	AE-20	AE-20	AE-20	AE-20	AE-20
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$ per Acre	$36,788 / AC	$33,006 / AC	$35,002 / AC	$38,500 / AC	$38,659 / AC
Notes	Stone fruit Orchards of various production stages. One Residence.	Stone fruit and Citrus orchards with two residences and shops.	Mature stone fruit orchards.	Mature stone fruit orchard with one small residence.	Mature stone fruit orchard with one small residence.

ASSESSOR PARCEL NO.: 012-220-026-000
PROJECT: City of Dinuba – El Monte and Road 56 Roundabout
OWNER: Airport Ranch Co., L.P., et al.

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Seven-Eleven Ranch Company, Ltd., a California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership (hereinafter collectively called "Grantor") and

The City of Dinuba, a California municipal corporation (hereinafter called "City").

An instrument in the form of an Easement Deed ("Deed") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or

construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **Five Thousand Six Hundred Dollars ($5,600)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Paragraph 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor's remaining real property to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably practical.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless

and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

F. COST TO CURE – Acknowledges and agrees that included in the amount payable under Paragraph 2.A. of this Agreement is payment in full to compensate Grantor for the expense of performing the following work: None

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $5,600 issued by Placer Title Company showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;
3) Item Nos.4, 5, 7, 8, 9, 11, and 12 of the preliminary title report issued by Placer Title Company, dated April 18, 2025, referenced as Order No. P-620455; and

4) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. TITLE VI CIVIL RIGHTS ACT COMPLIANCE - The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. COUNCIL/BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the City Council.. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

G. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

H. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as fully binding and as full force and effect the same as if they bore original signatures. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Seven-Eleven Ranch Company, Ltd., a California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership

Each of the foregoing limited partnerships,
By: Evans AG GP, Inc., a Nevada Corporation its General Partner

By: _____ Date: _____

Bernie H. Evans, III
Its President

GRANTOR'S MAILING ADDRESS:
Airport Ranch Co., L.P., et al.
1601 E. Olympic Ave.
Los Angeles, CA 90021

CITY OF DINUBA, a California municipal corporation

CITY STAFF RECOMMENDS
AGREEMENT FOR CITY COUNCIL APPROVAL:

By: _____ Date: _____
George Avila
Public Works Director

ACCEPTED BY COUNCIL:

By: _____ Date: _____
Luis Patlan
City Manager

MAILING ADDRESS OF CITY:
City of Dinuba
Public Works Department
1088 E. Kamm Avenue
Dinuba, CA 93618

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:
City of Dinuba
Attn: City Clerk
405 E. El Monte Way
Dinuba, CA 93618

Exempt from the $75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED
(To the City of Dinuba)

APN: 012-220-026-000 (Portion)

For a valuable consideration, receipt of which is hereby acknowledged,

Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Seven-Eleven Ranch Company, Ltd., a California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership (hereinafter collectively called "Grantor")

hereby grants to

The City of Dinuba, a California municipal corporation (hereinafter referred to as "Grantee"),

A permanent public street easement for the present and future construction, reconstruction, operation, repair, maintenance, streetscaping and landscaping of a public roadway and appurtenances, and for excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances including but not limited to curbs, gutters, sidewalks, drainage, and streetscape improvements, in such number and size, and with such accessory parts and structures, as Grantee or its successors in interest, from time to time, deem necessary to install over, upon, under, through, along and across that certain real property situated in the County of Tulare, State of California, legally described in Exhibit "A" and depicted in Exhibit "B", each attached hereto and made a part hereof (the "Easement Area").

The easement granted herein includes the right to construct and maintain a public sidewalk and to plant and maintain grass, shrubs, trees and other vegetation within the Easement Area. Additionally, Grantor does hereby further grant to Grantee, its successors and assigns, the necessary rights of entry to and from the Easement Area for future construction, reconstruction, operations, repair, maintenance, streetscaping or landscaping.

Signatures on next page

Executed this _____ day of _____, 20____.

GRANTOR:
Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Seven-Eleven Ranch Company, Ltd., a California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership

Each of the foregoing limited partnerships,
By: Evans AG GP, Inc., a Nevada Corporation its General Partner

By: _____ Date: _____
Bernie H. Evans, III
Its President

ACKNOWLEDGMENT

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

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared **Bernie H. Evans, III**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba hereby accepts for public purposes the real property, or interest therein, described in that deed dated _____, from Airport Ranch Co., L.P., a California limited partnership, successor by conversion to Airport Ranch Co., a California general partnership; Black Ranch Co., Ltd., a California limited partnership; Butte Ranch Co., L.P., a California limited partnership, successor by conversion to Butte Ranch Co., a California general partnership; Cartwright Ranch Co., L.P., a California limited partnership, successor by conversion to Cartwright Ranch Co., a California general partnership; Cloverleaf Ranch Co., Ltd., a California limited partnership; E.R.A., Ltd., a California limited partnership; Frazier No. 2, Ltd., a California limited partnership; Hi-Test Ranch Co., Ltd., a California limited partnership; II-B Ranch Co., Ltd., a California limited partnership; M.R.A. Ranch Co., Ltd., a California limited partnership; McFarland No. 2 Ranch Co., L.P., a California limited partnership, also known as McFarland No. 2 Ranch Co., a California general partnership; Maricopa 1040 Ranch Co., L.P., a California limited partnership; Mehrten Creek Ranch Co., L.P., a California limited partnership, successor by conversion to Mehrten Ranch Co., a California general partnership; Millwood Ranch Co., Ltd., a California limited partnership; Mitchell Ranch Co., Ltd., a California limited partnership; Mountain View Ranch Co., Ltd., a California limited partnership; Old River Groves, L.P., a California limited partnership; Paramount Ranch Co., L.P., a California limited partnership, successor by conversation to Paramount Ranch Co., a California general partnership; Railroad Ranch Co., Ltd., California limited partnership; Seven-Eleven Ranch Company, Ltd., a California limited partnership; Sierra View Ranch Co., Ltd., a California limited partnership; Sol Oro Ranch Co., a California limited partnership; South Star Ranch Co., L.P., a California limited partnership, successor by conversion to South Star Ranch Co., a California general partnership; T.R.A. Ranch Co., Ltd., a California limited partnership; and Wallichs Ranch Co., L.P., a California limited partnership, successor by conversion to Wallichs Ranch Co., a California general partnership, collectively Grantor therein, to the City of Dinuba, Grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 20____.

CITY OF DINUBA

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

APN: 012-220-026

ROW AQUISITION
LEGAL DESCRIPTION

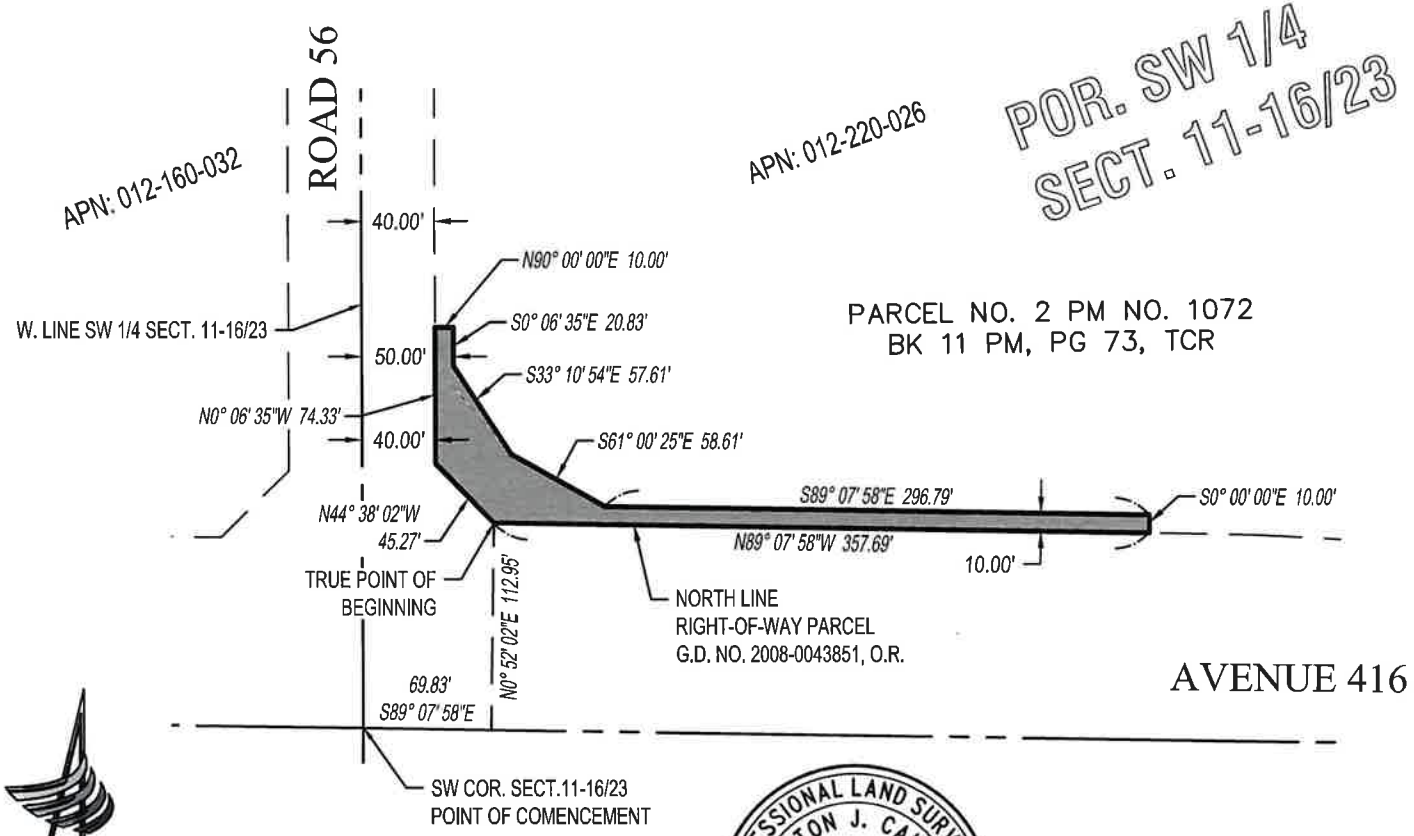
That portion of Parcel No. 2 of Parcel Map No. 1072 recorded in Book 11 of Parcel Maps, at Page 73, of Tulare County Records, being situated in the Southwest quarter of Section 11, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

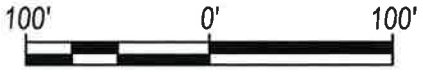
Commencing at the Southwest corner of said Section 11;
Thence South 89° 07' 58" East, along the South line of said Southwest quarter 69.83 feet;
Thence North 0° 52' 02" East, 112.95 feet to the existing North right-of-way line of Avenue 416 being that parcel dedicated per Grant Deed recorded May 13, 2008, as Document No. 2008-0043851, of Official Records, and the True Point of Beginning;
Thence North 44° 38' 02" West, along the North line of said deeded parcel, 45.27 feet to a line parallel with and 40.00 feet East of the West line of said Southwest quarter;
Thence North 0° 06' 35" West, along said parallel line, 74.33 feet;
Thence North 90° 00' 00" East, 10.00 feet to a line parallel with and 50.00 feet East of said West line;
Thence South 0° 06' 35" East, along last said parallel line, 20.83 feet;
Thence South 33° 10' 54" East, 57.61 feet;
Thence South 61° 00' 25" East, 58.61 feet to a line parallel with and 10.00 feet North of the of the North line of said deeded parcel;
Thence South 89° 07' 58" East, along last said parallel line, 296.79 feet;
Thence South 0° 00' 00" East, 10.00 feet to the North line of said deeded parcel;
Thence North 89° 07' 58" West, along the North line of said deeded parcel, 357.69 feet to the True Point of Beginning;

Containing approximately 6,679 sqf.

ONE SHEET ONLY

EXHIBIT B





SCALE 1" = 100'

ACQUISITION AREA = 6679 SQF. ±

PREPARED BY:

4CREEKS

324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

HAMNER & JEWELL ASSOCIATES
Government Real Estate Services
a division of
Beacon Integrated Professional Resources, Inc.

When a Public Agency Acquires Your Property

This booklet describes many of the important features of the California Relocation Assistance and Real Property Acquisition Guidelines specified in Title 25, Chapter 6 of the California Code of Regulations. It also gives general information about public acquisition of real estate (real property) that should be useful to you.

Most real property acquisitions by a public agency are covered by the Guidelines. If you are notified that your property will be acquired for such a project, it is important that you learn your rights.

This booklet may not answer all of your questions. If you have more questions about any potential sought purchase of your property by a public agency, please feel free to contact a representative from Hamner, Jewell and Associates.

Contact Your Acquisition Agent:

Phillip Styles
Hamner, Jewell & Associates
Phone (559) 412-8710
Fax (805) 773-2418
pstyles@hamner-jewell.com
California Real Estate License #02083372

Hamner, Jewell & Associates 2025

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State and local government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the United States Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask your acquisition agent.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and state his/her professional opinion of its current fair market value in an appraisal report. After the appraiser has completed the work, the Agency reviews and checks the work to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas, a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, goodwill, business profits, or any special value that your property may have for you or for the Agency.

Appraising Your Property

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different, and therefore, no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property is:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce.

Will I Have A Chance To Talk To The Appraiser?

Yes, you will be contacted and given the opportunity to accompany the appraiser on his/her inspection of your property. You may then inform the appraiser of any special feature which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

When Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property and the status of the Agency's project schedule. After the appraisal has been reviewed (and any necessary correction obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer; e.g., a tenant-owned improvement, it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, an increase in the offer price will be made. If you would like to hire your own appraiser, the Agency is required to reimburse you for the actual reasonable costs, not to exceed $5,000, of one independent appraisal of the property interest sought by the Agency. The appraiser you hire must be licensed by the State Office of Real Estate Appraisers.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, State Guidelines do not require the Agency to pay the costs of such representations.

How Do I Know I Will Be Treated Fairly?

No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any public programs or activities. If federal funding is being utilized in the project for which your property is being sought, the acquiring agency will assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the acquiring agency.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a voluntary agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach a voluntary agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and you should learn the procedures which apply in your case. Your acquisition agent can explain these procedures. In most instances, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Settlement Costs?

You will be responsible for the payment of the balance of any mortgage on your property. Also, if your ownership is not clear, you may have to pay the costs of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of settlement. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

What Happens Next?

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of a remaining part which is not acquired by the agency. Under some eminent domain laws, when this occurs, the amount of the increase in value is deducted from the purchase price the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of similar properties in similar areas.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the Court so that you can withdraw your share.

If you are being displaced from a dwelling unit, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

State Guidelines require that certain relocation payments and other assistance be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of certain Agency activities.

A full explanation of any relocation assistance to which you may be entitled will be provided to you. If you have any question about such assistance, please contact your relocation representative. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

In most cases when a public agency acquires real property for public purposes, the property owner may postpone the payment of Federal capital gains taxes on any profit from the sale if he or she reinvests the profit in similar property within a certain replacement period. To take advantage of this right, you should review the rules and file the details in a statement with your Federal income tax return for the tax year in which you realize the gain.

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have further questions after reading this booklet, please contact:

Phillip Styles
Hamner, Jewell & Associates
Phone (559) 412-8710
Fax (805) 773-2418
pstyles@hamner-jewell.com
California Real Estate License #02083372

We are available to answer any questions you may have!

District 1
Equal Employment Opportunity (EEO) Office
1656 Union Street
Eureka, CA 95501
(707) 441-5814

District 2
EEO Office
1657 Riverside Drive
Redding, CA 96001
(530) 225-3055

District 3
EEO Office
703 B Street
Marysville, CA 95901
(530) 741-7130

District 4
EEO Office
111 Grand Avenue
Oakland, CA 94612
(510) 286-5871

District 5
EEO Office
50 Higuera Street
San Luis Obispo, CA 93401
(805) 549-3037

District 6
EEO Office
1352 West Olive Avenue
Fresno, CA 93728
(559) 444-2522

District 7
EEO Office
100 S. Main Street
Los Angeles, CA 90012
(213) 897-0797

District 8
EEO Office
464 West 4th Street
San Bernardino, CA 92401
(909) 383-4229

District 9
EEO Office
500 S. Main Street
Bishop, CA 93514
(760) 872-0752

District 10
EEO Office
1976 East Dr. Martin Luther King Jr. Blvd.
Stockton, CA 95205
(209) 948-3911

District 11
EEO Office
4050 Taylor Street
San Diego, CA 92110
(619) 688-4249

District 12
EEO Office
1750 East 4th Street, Suite 100
Santa Ana, CA 92705
(657) 328-6596

Headquarters
Title VI Coordinator
1823 14th Street
Sacramento, CA 95811
(916) 324-8379

This publication will be made available in alternative formats:

Braille
Large print
Computer disc
Audio version or
in a different language
upon request by calling
the Caltrans Office of
Business & Economic
Opportunity
(916) 324-8379
711 (TTY)

Caltrans

April 2019

Caltrans & You

Your Rights Under Title VI and Related Statutes

This brochure is designed to inform you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

Caltrans

What is Title VI?

Title VI is a statute provision of the Civil Rights Act of 1964.

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
(42 U.S.C. Sec. 2000d)

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations 1994 provides:

"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."

Related statutes provide protection against discrimination on the basis of sex, age, or disability by programs receiving federal financial assistance.

What does this mean?

That Caltrans strives to ensure that access to and use of all programs, services, or benefits derived from any Caltrans activity will be administered without regard to race, color, national origin, sex, age, disability or socioeconomic status.

Caltrans will not tolerate discrimination by a Caltrans employee or recipients of federal funds such as cities, counties, contractors, consultants, suppliers, universities, colleges, planning agencies, and any other recipients of federal-aid highway funds.

Caltrans prohibits all discriminatory practices, which may result in:

- **Denial to any individual of any service, financial aid, or benefit provided under the program to which he or she may be otherwise entitled;**
- **Different standards or requirements for participation;**
- **Segregation or separate treatment in any part of the program;**
- **Distinctions in quality, quantity, or manner in which the benefit is provided;**
- **Discrimination in any activities conducted in a facility built in whole or part with federal funds.**

To ensure compliance with Title VI, related statutes, and the Presidential Executive Order on Environmental Justice, Caltrans will:

- **Avoid or reduce harmful human health and environmental effects on minority and low-income populations;**
- **Ensure the full and fair participation by all communities including low-income and minority populations in the transportation decision-making process;**
- **Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.**

Additionally, any recipient, including, but not limited to, Metropolitan Planning Organizations and cities and counties, who receive federal financial aid bears a responsibility to administer its program and activities without regard to race, color, national origin, sex, age, disability, or socioeconomic status.

Benefits and Services

Caltrans' mission is to provide the people of California with a safe, efficient, and effective inter-modal transportation system. All of the work Caltrans performs is intended to assist the transportation needs of all the people of California regardless of race, color, national origin, sex, age, disability, or socioeconomic status.

Are your rights being violated?

If you believe that you have been discriminated against because of your race, color, national origin, sex, age, or disability, you may file a written complaint with the Caltrans Equal Employment Opportunity (EEO) Office. District EEO offices are located statewide. The addresses and telephone numbers are located on the back of this brochure. Title VI complaints are forwarded to Sacramento for investigation by the Caltrans Office of Business & Economic Opportunity Title VI Program.

Who bears the responsibility to Title VI?

All of Caltrans employees and its functional programs. The Caltrans Office of Business & Economic Opportunity Title VI Program provides continuous leadership, guidance, and technical assistance to ensure ongoing compliance with Title VI and the Executive Order on Environmental Justice.

HAMNER, JEWELL & ASSOCIATES
Government Real Estate Services
Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting
Offices in Ventura, San Luis Obispo and Fresno Counties
Writer's Telephone Number: (559) 412-8710
Writer's email address: pstyles@hamner-jewell.com

November __, 2025

Via U.S. Mail and Email to
warkentinproperties@gmail.com

Joseph G. Warkentin
Trustee, Warkentin Living Trust
4851 N. Harrison Avenue
Fresno, A 93704

Subject: City of Dinuba – El Monte and Road 56 Roundabout Project
Acq. AP# 012-160-032-000 (Warkentin)

Dear Mr. Warkentin,

This is to formally present you with an offer on behalf of the City of Dinuba to purchase a portion of your property on Ave 416 in Dinuba, Tulare County, California. An exhibit showing the location of this area is enclosed for your orientation and reference. As you are aware, purchase by the City is necessary in conjunction with the El Monte and Road 56 Roundabout Project.

To ensure that fair market value is offered to you for the purchase of this property right, an independent appraisal has been made. That appraisal has taken into consideration the highest and best use of the affected property, the size of the land, any improvements located thereon, and all other factors that affect fair market value.

On the attached Appraisal Summary Statement, the Total Just Compensation figure of **$41,600** represents the fair market value of the sought property rights, as established by this recent independent appraisal and is the amount of the offer to you for the purchase of these property rights.

The City hereby offers to purchase these property rights for the full amount offered, subject to you conveying these rights to the City free and clear of all liens and encumbrances other than public utility easements and public rights of way. The City would pay all usual and necessary escrow, title, transfer, and recording fees associated with this purchase.

This offer is subject to environmental inspection and approval by the City of the area proposed for purchase. The purpose of this process will be to attempt to confirm whether or not there is any hazardous contamination within, adjacent to, or coming from the property. The environmental inspection and approval process may include physical inspections and environmental assessments as deemed necessary or advisable by the City, as well as other testing or inspection should a preliminary review indicate it advisable. In the event the City determines that corrective or

remedial action may be necessary, the City reserves the right to reduce the amount offered to reflect corrective or remedial costs, or to withdraw this offer.

Your ongoing cooperation for access to your property for these inspections and assessments is appreciated. These inspections will be conducted at the City's expense.

We hope that you will find this offer acceptable and representative of just compensation and look forward to working with you to finalize this purchase. As the City's authorized representative, I would be happy to work with you and assist in finalizing an agreement in any way I can. If you have any questions regarding this offer, please contact me at (559) 412-8710 or by email at pstyles@hamner-jewell.com. I look forward to your response.

Sincerely,

Phillip Styles
California Real Estate License #02083372

Enclosures: Appraisal Summary Statement
Right of Way Agreement
Grant Deed
Pamphlet "When a Public Agency Acquires Your Property"
Title VI brochure
Appraisal Report

cc: Client (via email, w/enclosures)

APPRAISAL SUMMARY STATEMENT

BASIC DATA

PROJECT:	City of Dinuba – El Monte and Road 56 Roundabout Project
ASSESSOR'S PARCEL NO. (AP#):	012-160-032-000
OWNER:	Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust
PROPERTY LOCATION:	Reedley, CA 93654
APPLICABLE ZONING:	AE-20
CURRENT USE OF SUBJECT PROPERTY:	Farming tree fruit
HIGHEST AND BEST USE OF SUBJECT PROPERTY:	Continued farming of peach trees, developing new plantings and upgrading irrigation system
DATE OF VALUATION:	October 13, 2025
TOTAL PROPERTY AREA:	26.15 acres
PROPERTY TO BE ACQUIRED:	ALL [ ] PART [X]
Fee Simple:	20,142 sq. ft. (0.46 acres)
IMPROVEMENTS TO BE ACQUIRED:	Forty-two trees, underground irrigation pipeline, valves and vent pipe

BASIS OF APPRAISAL

The market value for the property to be acquired is based upon an appraisal done by a certified and state-licensed appraiser, which was prepared in accordance with accepted appraisal principles and procedures.

Recent sales of comparable properties, income data, and depreciated replacement costs are utilized as appropriate. Full consideration is given to zoning, development potential, and the income that the subject property is capable of producing. There are three approaches to value:

1. The Market Approach for the subject property is based on the consideration of comparable sales which sold within a reasonable time prior to the date of valuation, at a range of $35,000 to $37,500 per acre. The principal transactions used as comparable sales relied upon as the basis for supporting the determination of value are attached to this Appraisal Summary Statement.
2. The Cost Approach is based in part on a replacement cost new of improvements, less depreciation. This approach was not utilized in this analysis since no structural improvements will be affected.
3. The Income Approach is based upon consideration of the income producing potential of the property. This approach was not utilized in this valuation process as it was deemed inapplicable to this specific case.

VALUATION

Fee Simple:

0.46 acres (20,145 sq. ft.) @ $39,000 per acre	$17,940	
Total Land Value:		**$17,940**

Improvements:

Forty-two peach trees (42 @ $35 each)	$ 1,470	
Total Improvement Value:		**$ 1,470**

Severance Damages/Cost to Cure:

New section of pipeline	$15,801	
New turnrows and tree removal	$ 6,300	
Benefits: None	$ 0	
Total Net Damages/Cost to Cure/Benefits:		**$22,101**
		$41,511

Total Just Compensation for this Acquisition: **$41,600**

FORTY-ONE THOUSAND SIX HUNDRED DOLLARS ($41,600)

This summary of the basis of the amount offered as just compensation is presented in compliance with federal and state laws and has been derived from a formal appraisal prepared by a certified and state-licensed real estate appraiser, which includes supporting sales data and other documentation. The appraisal is hereby confirmed approved and accepted by this agency and a purchase offer based thereon is hereby approved and authorized.

City of Dinuba
Approved for Purchase Offer and Acquisition:

By: _____ Date: 12/2/25

Name: George Avila
Title: Public Works Director

Att: Comparable Sale List
Deed

SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

Project: City of Dinuba – El Monte and Road 56 Roundabout
AP#: 012-160-032-000 (Warkentin Trust)

The City of Dinuba is proposing the El Monte and Road 56 Roundabout project.

Your property, located in Reedling, California, is within the project area and identified by your County Assessor as Parcel Number 012-160-032-000.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines requires that each owner from whom the City purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/(are) owned by you or, if applicable, occupied by you as a tenant and which is/(are) contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests being acquired include 20,142 sq. ft. (0.46 acres) of fee simple land and is described in the attached Deed.
4. The market value of the property being purchased is based upon a market value appraisal which is summarized on the attached Appraisal Summary Statement and such amount:
    a. Represents the full amount of the appraisal of just compensation for the property to be purchased;
    b. Is not less than the approved appraisal of the fair market value of the property as improved;
    c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is being acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
    d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure Section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of such an appraisal up to a maximum of $5,000 subject to the following conditions:

    a. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to your contract with an appraiser.

    b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (OREA). It is also recommended that such appraiser be experienced and qualified in the appraisal of easements if this offer is to purchase easements rather than the fee interest in your property.

    c. Within 30 days of your receipt of this offer, you must notify the City of your intent to obtain an independent appraisal.

    d. Appraisal cost reimbursement requests must be made in writing, and submitted to the City within 30 days of your receipt of the independent appraisal and no later than 120 days of your receipt of this offer. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City concurrent with submission of the appraisal cost reimbursement request. The appraisal costs must be reasonable and justifiable.

6. No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City programs or activities. If federal funding is being utilized in the project for which your property is being sought, notice is hereby provided that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations, in all programs and activities undertaken by the City. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City.

7. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owners' ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

8. If you ultimately elect to reject this offer for the purchase of your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

SALES COMPARISON GRID
Comparable Tree Fruit Property Sales

	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4	Sale No. 5
Location	Floral Ave.	Avenue 392	Avenue 384	Avenue 422	Clarkson Ave.
Vicinity	Reedley	Dinuba	Dinuba	Dinuba	Kingsburg
APN	393-060-49	029-240-025	043-020-025	012-212-004	393-320-01
Buyer	Barrington	Zwart	Alta Irrig. Dist.	Klassen	Zakarian
Document No.	24-54711	24-38824	25-05369	25-09987	25-70541
Recording Date	6/21/2024	8/26/2024	2/6/2025	3/5/2025	7/25/2025
Sale Price	$1,300,000	$1,222,200	$3,000,000	$725,200	$1,400,000
Land Area – Ac.	32.65	34.92	80.00	19.60	39.00
Price / Acre	$39,816	$35,000	$37,500	$37,000	$35,897
Buildings	2 Old Shops	None	None	None	None
Plantings	Mixed Tree Fruit	Peaches	Tree Fruit, Open	Mixed Tree Fruit	Mixed Tree Fruit
Zoning	AL-20	AE-40	AE-40, R-A	AE-20	AE-20
Soil Quality	Grades 1, 2	Grades 1, 4	Grades 1, 4	Grade 1	Grades 2, 3
Groundwater	Well	Well	Well	Well	Well
Surface Water	Consolidated ID	Alta ID	Alta ID	Alta ID	Consolidated ID
Property Rights	=	=	=	=	=
Financing	=	=	=	=	=
Conds. of Sale	–	=	=	=	=
Market Conds.	=	=	=	=	=
Interim Value	< $39,816	= $35,000	= $37,500	= $37,000	= $35,897
Location	–	+	+	+	+
Zoning	=	=	=	=	=
Parcel Size	=	=	=	=	=
Buildings	–	=	=	=	=
Plantings	=	=	=	=	=
Soil Quality	=	+	=	=	+
Groundwater	=	=	=	=	=
Surface Water	=	=	=	=	=
Final Indication	< $39,816	> $35,000	> $37,500	> $37,000	> $35,897

COMPARABLE OPEN FARMLAND SALES
Tulare & Fresno Counties, California

Location	Sale Date	Sale Price	Land Area – Acres	Price per Acre	Water Sources
Avenue 388	8/11/2023	$837,500	33.50	$25,000	Well & Alta ID
Highland Ave.	10/8/2024	$2,225,000	89.24	$24,933	Wells & Consolidated ID
Jefferson Ave.	12/31/2024	$800,000	30.46	$26,264	Wells & Alta ID
Avenue 384	1/7/2025	$255,000	9.72	$26,235	Alta ID

ASSESSOR PARCEL NO.: 012-160-032-000
PROJECT: City of Dinuba – El Monte and Road 56 Roundabout
OWNER: The Warkentin Living Trust

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust created on September 26, 2007 (hereinafter called "Grantor"), and

The City of Dinuba, a California municipal corporation (hereinafter called "City").

An instrument in the form of an Easement Deed ("Deed") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **Forty-One Thousand Six Hundred Dollars ($41,600)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Paragraph 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and

unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor's remaining real property to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably practical.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no

knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

F. COST TO CURE – Acknowledges and agrees that included in the amount payable under Paragraph 2.A. of this Agreement is payment in full to compensate Grantor for the expense of performing the following work: removal of approximately 42 trees, installation of a new section of irrigation pipeline with valves and the establishment of new turn rows.

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $41,600 issued by Placer Title Company showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;
3) Item Nos. 4, 5, 6, 7, and 9 of the preliminary title report issued by Placer Title Company, dated April 18, 2025, referenced as Order No. P-620458; and
4) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. TITLE VI CIVIL RIGHTS ACT COMPLIANCE - The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of

Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. COUNCIL/BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the City Council.. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

G. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

H. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as fully binding and as full force and effect the same as if they bore original signatures. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust created on September 26, 2007

By: _____ Date: _____
Joseph G. Warkentin
Trustee

GRANTOR'S MAILING ADDRESS:
Joseph G. Warkentin
4851 N. Harrison Avenue
Fresno, CA 93704

CITY OF DINUBA, a California municipal corporation

CITY STAFF RECOMMENDS
AGREEMENT FOR CITY COUNCIL APPROVAL:

By: _____ Date: _____
George Avila
Public Works Director

ACCEPTED BY COUNCIL:

By: _____ Date: _____
Luis Patlan
City Manager

MAILING ADDRESS OF CITY:
City of Dinuba
Public Works Department
1088 E. Kamm Avenue
Dinuba, CA 93618

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:
City of Dinuba
Attn: City Clerk
405 E. El Monte Way
Dinuba, CA 93618

Exempt from the $75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED

(To the City of Dinuba)

APN: 012-160-032-000 (Portion)

For a valuable consideration, receipt of which is hereby acknowledged,

Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust created on September 26, 2007 (hereinafter referred to as "Grantor"),

hereby grants to the

City of Dinuba, a California municipal corporation (hereinafter referred to as "Grantee"),

the real property in the County of Tulare, State of California described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

Executed this _____ day of _____, 20___.

GRANTOR:
Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust created on September 26, 2007

By: _____
Joseph G. Warkentin
Trustee

ACKNOWLEDGMENT

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

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba hereby accepts for public purposes the real property, or interest therein, described in that deed dated _____, from Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust created on September 26, 2007, Grantor therein, to the City of Dinuba, Grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 20____.

CITY OF DINUBA

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

APN: 012-160-032

ROW AQUISITION
LEGAL DESCRIPTION

That portion of the South half of Lot 25 of Level Orchard Land Colony, in Section 10, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, as per map recorded in Book 3, Page 44 of Maps, in the Office of the Tulare County Recorder;

Commencing at the Southeast corner of said Section 10;
Thence North 89° 10' 37" West, along the South line of the Southeast quarter of said Section 10, a distance of 532.38 feet;
Thence North 0° 49' 23" East, 102.95 feet to the existing North right-of-way line of Avenue 416 being that parcel dedicated per Grant Deed recorded May 13, 2008, as Document No. 2008-0034029, of Official Records, and the True Point of Beginning;
Thence North 88° 00' 52" East, 204.09 feet to a line parallel with and 10.00 feet North of the North line of said deeded parcel;
Thence South 89° 10' 37" East, along said parallel line, 57.07 feet;
Thence North 63° 45' 55" East, 112.38 feet;
Thence North 49° 37' 05" East, 155.57 feet to a line parallel with and 50.00 feet West of the East line of said Southeast quarter;
Thence North 0° 06' 35" West, along last said parallel line, 67.15 feet;
Thence North 89° 53' 25" East, 10.00 feet to a line parallel with and 40.00 feet West of the East line of said Southeast quarter;
Thence South 0° 06' 35" East, along last said parallel 193.97 feet to the North line of said deeded parcel;
Thence South 45° 22' 06" West, along the North line of said deeded parcel, 51.86 feet;
Thence North 89° 10' 37" West, along the North line of said deeded parcel, 453.72 feet to the True Point of Beginning.

Containing approximately 20,142 sqf.

ONE SHEET ONLY

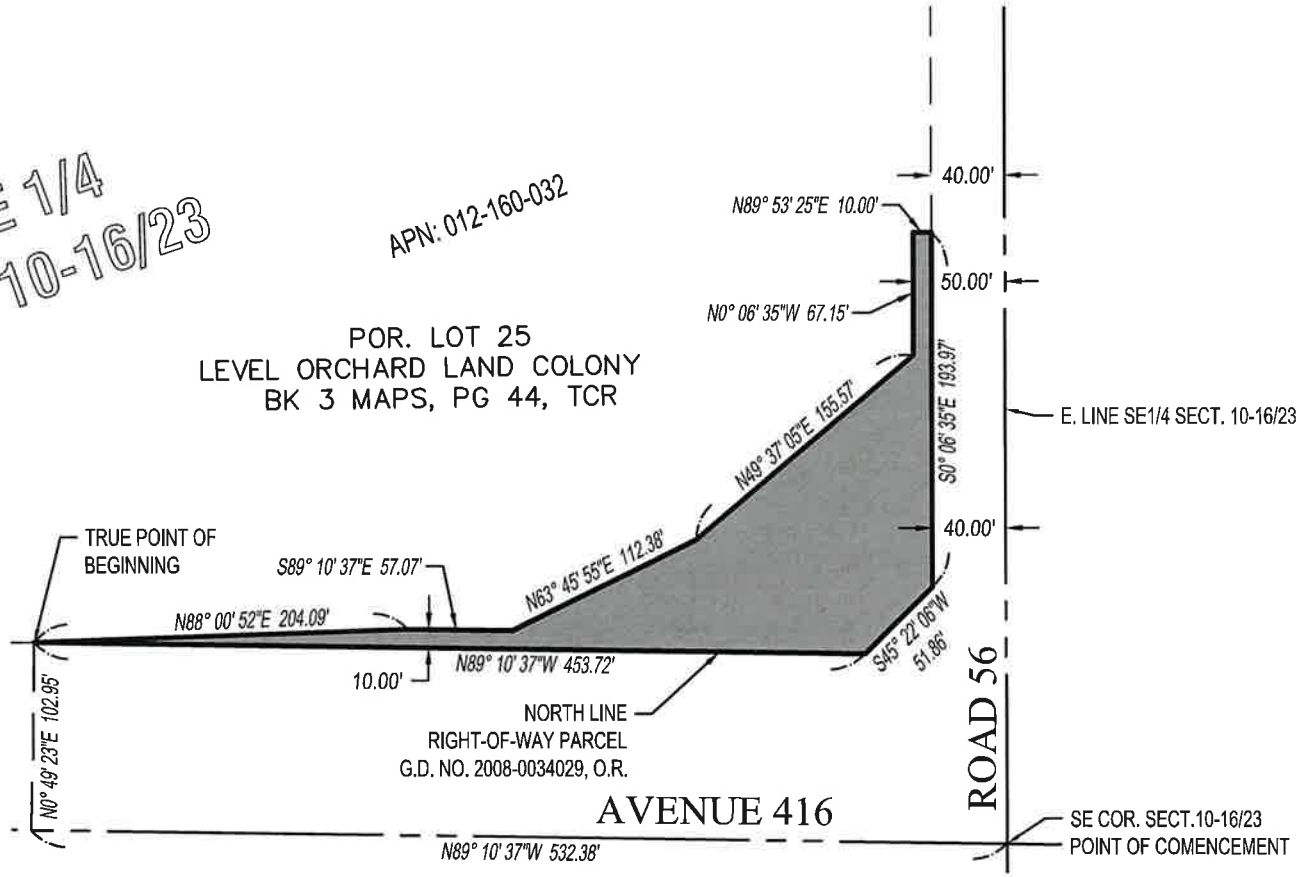
EXHIBIT B

PROFESSIONAL LAND SURVEYOR
CLINTON J. CAUDLE
9849
STATE OF CALIFORNIA

POR. SE 1/4
SECT. 10-16/23

APN: 012-160-032

POR. LOT 25
LEVEL ORCHARD LAND COLONY
BK 3 MAPS, PG 44, TCR



100' 0' 100'
SCALE 1" = 100'

ACQUISITION AREA = 20,142 SQF. ±

PREPARED BY:
4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

HAMNER & JEWELL ASSOCIATES
Government Real Estate Services
a division of
Beacon Integrated Professional Resources, Inc.

When a Public Agency Acquires Your Property

This booklet describes many of the important features of the California Relocation Assistance and Real Property Acquisition Guidelines specified in Title 25, Chapter 6 of the California Code of Regulations. It also gives general information about public acquisition of real estate (real property) that should be useful to you.

Most real property acquisitions by a public agency are covered by the Guidelines. If you are notified that your property will be acquired for such a project, it is important that you learn your rights.

This booklet may not answer all of your questions. If you have more questions about any potential sought purchase of your property by a public agency, please feel free to contact a representative from Hamner, Jewell and Associates.

Contact Your Acquisition Agent:
Phillip Styles
Hamner, Jewell & Associates
Phone (559) 412-8710
Fax (805) 773-2418
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California Real Estate License #02083372

Hamner, Jewell & Associates 2025

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State and local government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the United States Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask your acquisition agent.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and state his/her professional opinion of its current fair market value in an appraisal report. After the appraiser has completed the work, the Agency reviews and checks the work to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas, a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, goodwill, business profits, or any special value that your property may have for you or for the Agency.

Appraising Your Property

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different, and therefore, no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property is:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce.

Will I Have A Chance To Talk To The Appraiser?

Yes, you will be contacted and given the opportunity to accompany the appraiser on his/her inspection of your property. You may then inform the appraiser of any special feature which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

When Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property and the status of the Agency's project schedule. After the appraisal has been reviewed (and any necessary correction obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer; e.g., a tenant-owned improvement, it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, an increase in the offer price will be made. If you would like to hire your own appraiser, the Agency is required to reimburse you for the actual reasonable costs, not to exceed $5,000, of one independent appraisal of the property interest sought by the Agency. The appraiser you hire must be licensed by the State Office of Real Estate Appraisers.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, State Guidelines do not require the Agency to pay the costs of such representations.

How Do I Know I Will Be Treated Fairly?

No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any public programs or activities. If federal funding is being utilized in the project for which your property is being sought, the acquiring agency will assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the acquiring agency.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a voluntary agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach a voluntary agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and you should learn the procedures which apply in your case. Your acquisition agent can explain these procedures. In most instances, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Settlement Costs?

You will be responsible for the payment of the balance of any mortgage on your property. Also, if your ownership is not clear, you may have to pay the costs of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of settlement. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

What Happens Next?

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of a remaining part which is not acquired by the agency. Under some eminent domain laws, when this occurs, the amount of the increase in value is deducted from the purchase price the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of similar properties in similar areas.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the Court so that you can withdraw your share.

If you are being displaced from a dwelling unit, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

State Guidelines require that certain relocation payments and other assistance be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of certain Agency activities.

A full explanation of any relocation assistance to which you may be entitled will be provided to you. If you have any question about such assistance, please contact your relocation representative. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

In most cases when a public agency acquires real property for public purposes, the property owner may postpone the payment of Federal capital gains taxes on any profit from the sale if he or she reinvests the profit in similar property within a certain replacement period. To take advantage of this right, you should review the rules and file the details in a statement with your Federal income tax return for the tax year in which you realize the gain.

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have further questions after reading this booklet, please contact:

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California Real Estate License #02083372

We are available to answer any questions you may have!

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Redding, CA 96001
(530) 225-3055

District 3
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703 B Street
Marysville, CA 95901
(530) 741-7130

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111 Grand Avenue
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(510) 286-5871

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Caltrans

April 2019

Caltrans & You

Your Rights Under Title VI and Related Statutes

This brochure is designed to inform you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

Caltrans

What is Title VI?

Title VI is a statute provision of the Civil Rights Act of 1964.

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
(42 U.S.C. Sec. 2000d)

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations 1994 provides:

"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."

Related statutes provide protection against discrimination on the basis of sex, age, or disability by programs receiving federal financial assistance.

What does this mean?

That Caltrans strives to ensure that access to and use of all programs, services, or benefits derived from any Caltrans activity will be administered without regard to race, color, national origin, sex, age, disability or socioeconomic status.

Caltrans will not tolerate discrimination by a Caltrans employee or recipients of federal funds such as cities, counties, contractors, consultants, suppliers, universities, colleges, planning agencies, and any other recipients of federal-aid highway funds.

Caltrans prohibits all discriminatory practices, which may result in:

- **Denial to any individual of any service, financial aid, or benefit provided under the program to which he or she may be otherwise entitled;**
- **Different standards or requirements for participation;**
- **Segregation or separate treatment in any part of the program;**
- **Distinctions in quality, quantity, or manner in which the benefit is provided;**
- **Discrimination in any activities conducted in a facility built in whole or part with federal funds.**

To ensure compliance with Title VI, related statutes, and the Presidential Executive Order on Environmental Justice, Caltrans will:

- **Avoid or reduce harmful human health and environmental effects on minority and low-income populations;**
- **Ensure the full and fair participation by all communities including low-income and minority populations in the transportation decision-making process;**
- **Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.**

Additionally, any recipient, including, but not limited to, Metropolitan Planning Organizations and cities and counties, who receive federal financial aid bears a responsibility to administer its program and activities without regard to race, color, national origin, sex, age, disability, or socioeconomic status.

Benefits and Services

Caltrans' mission is to provide the people of California with a safe, efficient, and effective inter-modal transportation system. All of the work Caltrans performs is intended to assist the transportation needs of all the people of California regardless of race, color, national origin, sex, age, disability, or socioeconomic status.

Are your rights being violated?

If you believe that you have been discriminated against because of your race, color, national origin, sex, age, or disability, you may file a written complaint with the Caltrans Equal Employment Opportunity (EEO) Office. District EEO offices are located statewide. The addresses and telephone numbers are located on the back of this brochure. Title VI complaints are forwarded to Sacramento for investigation by the Caltrans Office of Business & Economic Opportunity Title VI Program.

Who bears the responsibility to Title VI?

All of Caltrans employees and its functional programs. The Caltrans Office of Business & Economic Opportunity Title VI Program provides continuous leadership, guidance, and technical assistance to ensure ongoing compliance with Title VI and the Executive Order on Environmental Justice.

APPRAISAL REPORT

WARKENTIN TRUST PROPERTY

Partial Acquisition for the
El Monte Way & Road 56 Roundabout Project
Dinuba, California

Date of Value:
October 13, 2025

Client:
Hamner, Jewell & Associates

HopperCompany
Real Property Valuation

HopperCompany
Real Property Valuation

October 29, 2025

J.T. Katavich
Hamner, Jewell & Associates
3183 Duncan Road, Suite E
San Luis Obispo, California 93401

RE: *Appraisal of the Dennis & Elizabeth Warkentin Living Trust property as part of the El Monte Way & Road 56 Roundabout Project in Dinuba, California. Our file no. 25-058.*

Dear Mr. Katavich:

I am pleased to transmit the attached appraisal report, which communicates my opinion of value for the agricultural property located at the northwest corner of El Monte Way (Avenue 416) and Road 56, on the outskirts of the city of Dinuba, in Tulare County, California. The property is owned by Joseph G. Warkentin, Trustee of the Dennis & Elizabeth Warkentin Living Trust and consists of 26.15 acres of open land and peach orchard.

The City of Dinuba is now undertaking the *El Monte Way & Road 56 Roundabout Project*, which aims to improve safety, congestion, and air quality by converting the existing four-way signalized intersection into a roundabout. Acquisition of the fee simple interest in a portion of the property is needed for use as public right-of-way.

An appraisal of the subject property is needed to assist in determining the just compensation to be paid for this partial taking. The client for the assignment is Hamner, Jewell & Associates, the right-of-way firm retained to acquire the needed interest, while the City of Dinuba is another intended user.

The purpose of the appraisal is to provide an opinion of fair market value for the fee simple interest in the part taken along with any net severance damages to the remainder resulting from the partial acquisition and the construction and use of the project in the manner proposed. The specific definitions of these terms are contained within the attached appraisal report. This is a current value opinion with an effective date of October 13, 2025.

After considering the available facts and information, it is my opinion that fair market value for the part taken along with any net severance damages to the remainder as of October 13, 2025 is:

Fair Market Value of Part Taken		$17,940
Net Severance Damages to the Remainder	+	$23,571
Final Total Value Opinion		$41,511
rounded to		$41,600

This opinion of value has been arrived at using the State Rule of appraisal for partial takings. The attached appraisal report details the various steps and procedures that are used to arrive at the value conclusions.

The attached appraisal report has been prepared for a specific purpose and only for the intended users. Reliance on its contents by others or for other reasons is inappropriate. This letter simply transmits the attached report and should not be considered the report itself.

Thank you for this assignment. If you have any questions about the valuation or the written appraisal report, please contact me.

Sincerely,

Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2026)

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INTRODUCTION TO THE APPRAISAL

HopperCompany
Real Property Valuation

THE APPRAISAL PROBLEM

The subject of this appraisal is a 26.15-acre agricultural property located at the northwest corner of El Monte Way (Avenue 416) and Road 56, just west of the city of Dinuba, in Tulare County, California. The property includes a mix of open land and peach orchard. It is owned by the Dennis & Elizabeth Warkentin Living Trust and is leased for farming to Mountain View Fruit Sales, Inc.

The intersection of El Monte Way and Road 56 is about one-half mile outside the Dinuba city limits, but it is within the city's sphere of influence. The Circulation Plan of the Dinuba Focused General Plan Update, which was adopted in 2023, recommends installing roundabouts at key intersections to enhance safety, including at gateways leading into the city along Alta Avenue and El Monte Way. In accordance with this policy, the City of Dinuba is now undertaking the *El Monte Way & Road 56 Roundabout Project*, which aims to improve safety, congestion, and air quality by converting the existing four-way signalized intersection into a roundabout.

As part of the project, a partial acquisition is being made of the fee simple interest in a portion of the subject property for use as public right-of-way. An appraisal of the subject property is needed to assist in determining the just compensation to be paid for this partial taking. The client for the assignment is Hamner, Jewell & Associates, the right-of-way firm retained to acquire the needed interest, while the City of Dinuba is another intended user.

The purpose of the appraisal is to provide an opinion of fair market value for the fee simple interest in the part taken along with any net severance damages to the remainder resulting from the partial acquisition and the construction and use of the project in the manner proposed. This is a current value opinion with an effective date of October 13, 2025.

The appraisal has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Ethical Rules of the International Right of Way Association, the California Code of Civil Procedures dealing with Eminent Domain Law, the California Evidence Code, and applicable case law precedent. The results of this appraisal are being communicated in this narrative-style appraisal report that presents the important facts and information having an impact on the value of the subject property.

The appraisal is based on key assumptions and conditions that are detailed in the *Assumptions and Limiting Conditions* section of this report. These items may impact the value conclusions and should be carefully reviewed.

The appraiser who has prepared and signed this appraisal report is competent to value this type of property and is qualified under the competency rule of the USPAP. A detailed list of the appraiser's qualifications is shown in the addenda of this report. No one else provided significant professional assistance to the person signing this report.

This appraisal report is copyrighted and may not be copied, reproduced, or shared without the author's written permission. Its contents are for the exclusive use of the intended users and the stated purpose. The Hopper Company retains ownership and the client is only granted a license to use the report for its intended use. © Copyright 2025 by the Hopper Company. All Rights Reserved.

DEFINITIONS OF TERMS

The following terms are used throughout this appraisal report.

Appraisal: The act or process of developing an opinion of value; an opinion of value (noun). Of or pertaining to appraising and related functions such as appraisal practice or appraisal services (adjective). (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 3).

Report: Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment. Two types of reports may be written under USPAP: Appraisal Report or Restricted Appraisal Report. (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 6).

Real Estate or Real Property: Real estate is an identified parcel or tract of land, including improvements, if any. Real property is the interests, benefits, and rights inherent in the ownership of real estate. (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 5).

Just Compensation: Article I, Section 19 of the California Constitution states that "private property may be taken or damaged for public use only when just compensation, ascertained by a jury unless waived, has first been paid to, or into court for, the owner." Compensation shall be awarded for the property taken. The measure of this compensation is the fair market value of the property taken. (*California Code of Civil Procedure*, Section 1263.310).

Where the property acquired is part of a larger parcel, in addition to the compensation awarded for the part taken, compensation shall be awarded for the injury, if any, to the remainder. Compensation for injury to the remainder is the amount of the damage to the remainder reduced by the amount of the benefit to the remainder. If the amount of the benefit to the remainder equals or exceeds the amount of the damage to the remainder, such excess shall not be deducted from the compensation required to be awarded for the property taken. (*California Code of Civil Procedure*, Section 1263.410).

Fair Market Value: The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable. (*California Code of Civil Procedure*, Section 1263.320).

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: (a) the project for which the property is taken; (b) the eminent domain proceeding in which the property is taken; or (c) any preliminary actions of the plaintiff relating to the taking of the property. (*California Code of Civil Procedure*, Section 1263.330).

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 73).

Easement: The right to use another's land for a stated purpose. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 58). A non-possessory interest one has in the property of another for a specific purpose. Easements may involve the right to use the property's subsurface, the airspace above the real estate, its surface, or any combination of the three. Easement rights may be granted exclusively to one user or nonexclusively to benefit many users. An easement restricts but does not abridge the rights of the fee owner to the use and enjoyment of his land. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 31).

Underlying Fee: The portion of ownership encumbered by a public road easement. Normally, the underlying fee is valued at $1 because the public has full control over the surface use and the only rights the underlying fee owner has is one of a reversion. (*Right of Way Manual, Chapter 7 - Appraisals*, California Department of Transportation, revised January 2019, sections 7.04.10.00 and 7.13.70.00 G(2)).

Partial Taking: The taking of part of a property for public use under the power of eminent domain; requires the payment of compensation. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 140).

Larger Parcel: In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 105).

Part Taken: The portion of the larger parcel that is acquired. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 195).

Remainder: In eminent domain condemnation, that portion of a larger parcel remaining in the ownership of the property owner after a partial taking. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 161).

Right of Way: A right to pass over land in some particular path; a strip of land used as a transportation corridor, such as streets and roads, railways, and utility and fiber optic lines, and for other private or public transportation uses. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 167). The right to pass across the lands of another; land or property, or an interest in land or property, for transportation purposes (for example, roads, public transport, utilities, and so forth). (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 364).

Uneconomic Remnant: A remainder property of little value or use; the parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 373).

State Rule: In condemnation, the process of determining just compensation by estimating the value of the portion to be acquired as part of the whole property plus the net damages; may be referred to as a taking plus damages. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 180).

Damages: Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following: (a) the severance of the remainder from the part taken; and/or (b) the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken. (*California Code of Civil Procedure*, Section 1263.420).

In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 48). The loss in value to the remaining property as a result of a partial taking. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 194).

Benefits: Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken. (*California Code of Civil Procedure*, Section 1263.430).

In eminent domain valuation, the advantageous factors that arise from a public improvement for which private property has been taken. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 17). An increase in value to the remainder property subsequent to a taking for a public improvement. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 194).

Personal Inspection: The appraiser's in-person observation of the subject property performed as part of the scope of work. An appraiser's personal inspection is typically limited to those things readily observable without the use of special testing or equipment. A personal inspection is not the equivalent of an inspection by an inspection professional (e.g., a structural engineer, home inspector, or art conservator). (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 5).

Arm's Length Transaction: A transaction between unrelated parties who are each acting in his or her own best interest. (*The Dictionary of Real Estate Appraisal*, 7th edition, Appraisal Institute, 2022, pg. 10).

SCOPE OF WORK IN THE APPRAISAL

The scope of work defines the research and analysis performed to address the appraisal problem. It includes the degree of property identification and inspection, data research, and valuation analysis that is done. The scope helps ensure credible results for the intended use. (*Uniform Standards of Professional Appraisal Practice*, Scope of Work Rule, Appraisal Foundation, 2024 edition, pgs. 15-16).

Subject Property Identification & Inspection

In this appraisal, the appraiser aimed to gain knowledge of the subject property and the real estate market like that of typical market participants. However, due to limited data and legal, financial, and time constraints, exhaustive investigations may not have been possible. The following tasks and investigations have been performed:

- The assignment was ordered by J.T. Katavich of Hamner, Jewell & Associates. He authorized the assignment with an authorization to proceed and provided a title report, a project illustration, and a plat and legal description of the right-of-way taking for use in the appraisal.
- A *Notice of Decision to Appraise* letter was sent by Hamner, Jewell & Associates to the property owner notifying them that the subject was to be appraised and offering them the opportunity to meet with the appraiser to discuss the appraisal.
- A personal inspection of the property was made by the appraiser on October 13, 2025 and Bo Brett of Mountain View Fruit Sales (lessee) and Ryan Sawatsky of Wiebe Farms (farm manager) were present representing the property owner. Phillip Styles of Hamner, Jewell & Associates also attended the inspection. The inspection included viewing the site from the fronting streets and various places on the property, inspecting the peach orchard, taking detailed notes about site conditions and the improvements, and photographing the property.
- The inspection also included a viewing of the proposed take area, which was identified by a plat and surveyor staking. An inventory of improvements in the take area was compiled and consideration was given to possible severance damages and/or benefits that would result from the taking and project construction and use.
- A title report provided by the client was reviewed to determine the property ownership, a legal description for the property, and any significant encumbrances to the title. An ownership history going back a minimum of five years is researched, including any available details of recent sales, listings, or offers to purchase.
- Investigations were made into the applicable zoning and other land use restrictions impacting the use and development of the property.
- Details of the farming ground lease were confirmed with Bo Brett.

Data Research

To properly understand the market for the subject property, several additional steps are taken:

- The surrounding neighborhood area has been inspected to identify existing land use patterns and trends, property conditions, potential market transactions, and other influences affecting the property.
- Demographic, regulatory, and economic data for the surrounding area are collected from various sources to aid in identifying trends impacting the value of the property.

- Specialized research is made into the unique characteristics of the property's market segment to understand the forces and factors influencing value and the market conditions affecting supply and demand.
- Discussions are held with market participants to gain insight into market conditions and transactions.
- Detailed market data is gathered in the form of property sales. Numerous sources of information are used to help identify this market data, including public document recordings, local multiple listing services, Internet resources and databanks, the appraiser's own files and databases, and contacts with active market participants.
- Efforts are made to verify the market data. All data is considered reliable, with conflicting or inconsistent information excluded in favor of the most trustworthy sources.

Valuation Analysis

After gathering background information, the valuation is performed. The procedures and methods follow legal guidelines to adhere to California Eminent Domain Law (Code of Civil Procedure Title 7), Evidence Code, and relevant case law. While not an attorney, the appraiser has consulted resources and received training to help understand and apply the law. These steps are followed:

- The highest and best use of the property is analyzed. This analysis is based on logic, observed evidence, and the appraiser's experience in the local market.
- The nine-step State Rule of appraisal for partial acquisitions is followed. In following this procedure, the sales comparison approach to value has been performed.
- The results of the appraisal process are then communicated in this narrative-style appraisal report that presents the important facts and information having an impact on the value of the subject property.

EFFECTIVE DATE OF VALUE AND APPRAISAL REPORT

The effective date of value for this appraisal is October 13, 2025. This is when the appraiser made a personal inspection of the subject property, and all assumptions and analyses used in the appraisal are based on valuing the property as of this time.

The date of the appraisal report is October 29, 2025. This is when the final value conclusions were established and the completed appraisal report was transmitted to the client. This date helps to establish the perspective of the appraiser in relation to the effective date of value.

ASSUMPTIONS AND LIMITING CONDITIONS

The items listed below are key to this appraisal. They include basic assumptions and limiting conditions that are typical of many appraisals along with any extraordinary assumptions or hypothetical conditions that are specific to the subject property and this assignment. This appraisal should only be relied upon within the context of these items and using or relying on this appraisal confirms their acceptance.

Basic Assumptions

1. Information and data used in this appraisal are from sources considered reliable, but are not guaranteed by the appraiser to be accurate. If conflicting information is found, only reasonable and verified data is used.
2. All information provided by the property owner and/or their representatives is assumed to be accurate and complete. This includes information that might impact the property's value.
3. An opinion about the property's title is not provided. Information about ownership, legal description, and encumbrances comes from sources that are considered reliable. Title is assumed to be marketable and free and clear of any liens, easements, restrictions, or encumbrances other than those identified in this report.
4. A survey of the property has not been conducted by the appraiser. Dimensions and sizes are from sources considered reliable, but it is beyond the appraiser's expertise and scope of work to verify them. Maps, plats, and exhibits included in the report are only for illustration.
5. The property is assumed to comply with zoning and all applicable laws, unless otherwise noted.
6. The appraisal assumes the property is operated by responsible ownership and competent management. All licenses, permits, and other regulatory approvals necessary for the property are assumed to have been obtained.
7. The appraisal assumes there are no encroachments or boundary issues and that the subject's improvements are fully within the property lines, unless otherwise indicated in this report.
8. It is assumed there are no hidden conditions of the property that affect its value. Any expert reports on such matters provided to the appraiser are accepted as accurate.
9. The appraisal assumes that all utilities (public or private) for the property are in good working order and sufficient for the property's use. Evaluating these matters is not part of this assignment.
10. The appraisal does not provide an opinion of value for subsurface mineral rights. It assumes there are no easements or rights for mineral exploration, drilling, or extraction, unless noted.

11. Cash flows, income analyses, and forecasts in the appraisal are based on the assumptions indicated in the report and are not assurances of future outcomes. Economic conditions and other factors may cause actual results to differ. The appraiser does not guarantee any projections or forecasts.

Limiting Conditions

12. This appraisal is only for the purpose of property valuation and the appraiser is not qualified nor attempting to go beyond that narrow scope.
13. The liability of the appraiser and the Hopper Company is limited to the fee paid for the appraisal. Third parties relying on the appraisal do so at their own risk and waive the right to bring any action against the appraiser or firm.
14. This report is tailored for the client and intended users. Other readers may not have full context. While no significant factors have knowingly been withheld, it is possible that information of importance to another reader may not be included.
15. This report identifies the effective date of the value opinion in the appraisal. The appraiser is not responsible for events, conditions, or circumstances that occur after this date and may impact the property or the value conclusion.
16. The appraiser's personal inspection of the property covers only visible features that do not require special equipment or testing, unlike a professional property inspection. The appraiser is not a construction, engineering, environmental, or legal expert, and any related statements are preliminary.
17. This appraisal is performed with a limited amount of data. There are limitations that prohibit the appraiser from making exhaustive investigations about the subject property or the market.
18. A reasonable attempt to gather, investigate, and verify the market data used in the appraisal is made consistent with the efforts of other real estate professionals in the local market. However, the opinions in this appraisal are subject to the accuracy of such data.
19. No testing for hazardous substances is done as part of the appraisal. The appraiser is not an expert in the identification, detection, or remediation of such substances and has no knowledge of their existence on the property, unless otherwise indicated.
20. This report cannot be used publicly without written consent from the appraiser. This includes advertising, publication, public relations, news, sales, or other media. No public reference to the appraiser, firm, professional designations, or value conclusion is permitted.
21. Possession of this report does not grant publishing rights or permission for other uses without written consent.
22. Expert testimony is not included with this report and the fee paid for the appraisal does not include litigation or other work beyond the initial scope of the assignment. If such services are required, the party requesting them will be responsible for all applicable fees and charges.
23. The age indicated in the report for any improvements to the subject property is only an estimate and is based on circumstantial, conversational, or documented evidence.
24. Land and improvement values should not be separated or used for any purpose beyond what is stated in the report.

Extraordinary Assumptions

An extraordinary assumption is "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis." (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 4). The use of one or more extraordinary assumptions may affect the assignment results.

25. Information about the proposed project provided by Hamner, Jewell & Associates is used to assess its impact on the remainder property. This appraisal assumes the information is complete and that no significant changes will occur after the date of the appraisal report that would affect the value opinion.
26. The definition of fair market value that applies in this appraisal indicates that the subject property is to be valued as though there is not any increase or decrease in value that is attributable to: (a) the project for which the property is taken; (b) the eminent domain proceeding in which the property is taken; or (c) any preliminary actions of the plaintiff relating to the taking of the property. (*California Code of Civil Procedure*, Section 1263.330). Therefore, this appraisal is based on the extraordinary assumption that none of these factors is influencing the value of the subject property.

Hypothetical Condition

A hypothetical condition is "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis." (*Uniform Standards of Professional Appraisal Practice*, Appraisal Foundation, 2024 edition, pg. 4). The use of one or more hypothetical conditions may affect the assignment results.

27. The valuation of the subject remainder property is based on the hypothetical condition that the part being taken has been severed from the larger parcel and the project has been constructed and is in use in the manner proposed as of the effective date of value for this appraisal.

JURISDICTIONAL EXCEPTION

This appraisal complies with the Uniform Standards of Professional Appraisal Practice (USPAP) and relevant laws. When USPAP conflicts with laws or regulations, the Jurisdictional Exception Rule allows certain parts of USPAP to be disregarded. The following exceptions apply to this appraisal.

1. USPAP Standards Rule 1-2 (e) says that an appraiser must "identify the characteristics of the property that are relevant to the type and definition of value and intended use of the appraisal, including . . . (iv) any known easements, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances, or other items of a similar nature; . . ." USPAP Standards Rule 1-3 then goes on to say that, "When necessary for credible assignment results in developing a market value opinion, an appraiser must: (a) identify and analyze the effect on use and value of existing land use regulations . . ." The subject property has an active Williamson Act land preservation contract in place, which imposes certain restrictions on the use of the land for a period of time in exchange for favorable real property tax treatment. Normally, these land use restrictions would be taken into consideration in valuing the property, but California Government Code section 51295 directs that the contract is to be disregarded in the valuation when an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced. As a result, the California law takes precedence and this USPAP standard is disregarded as it relates to the Williamson Act contract.

CERTIFICATION OF THE APPRAISAL

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
- I am competent to complete this appraisal assignment. Any steps necessary to achieve competency are disclosed in this report.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2026)

AREA AND SUBJECT PROPERTY DATA

HopperCompany
Real Property Valuation

REGIONAL AREA INFORMATION

The subject property is on the outskirts of the city of Dinuba, in Tulare County, California. Tulare County is near the center of the state in the heart of the San Joaquin Valley, a vast 450-mile-long region that forms the interior of the state. While the Valley has long been overshadowed by the major metropolitan areas of Southern California and the Bay Area, it is now the fastest growing section of California and is a rich agricultural region that is often referred to as the "bread basket of the world." The county of Tulare is one of eight counties comprising the southern San Joaquin Valley region of California and it is made up of eight incorporated cities and over 40 smaller unincorporated communities. Visalia is the largest city and the home of the county seat of government.

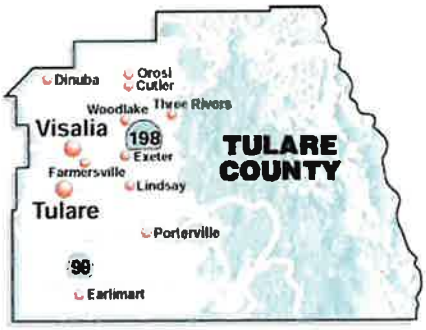
Dinuba is in northwestern Tulare County and it is central to all of California being approximately 200 miles north of Los Angeles and 220 miles south of San Francisco. It is a small and somewhat isolated rural community that is twelve miles from the nearest state highway or airport.

Geography & Climate

Tulare County is situated between the Sierra Nevada Mountains to the east and the Coastal Mountains to the west. It covers nearly 4,935 square miles with about one-third of the area on the valley floor. The remaining land area is principally in the eastern section of the county and it consists of foothills, timbered slopes, and high mountains. Elevations vary from 270 feet above sea level on the valley floor to a peak of 14,495 at the top of Mount Whitney, the highest point in the continental United States.

The county is an area of superlatives and it serves as home to the nation's tallest mountain, the world's largest tree, the world's biggest dairy herd, and the oldest living thing on earth. The giant Sequoia trees, some of the largest and oldest living things, are found in the Sequoia National Park.[1]

Tulare County has a Mediterranean climate characterized by cool, wet winters and hot, dry summers. Temperatures vary from a low of about 36° Fahrenheit in January to a high of over 100° in July with relatively low humidity, which results in a comfort index of 54 out of 100 (the national average is 44). Typically, there are more than 270 sunny days each year, including about 98 days where the high temperature exceeds 90°. Annual rainfall totals only about 14 inches and precipitation occurs on just 44 days a year on average. This climate provides excellent growing conditions for a wide variety of agricultural crops.



[1] Tulare County Economic Development Corporation, www.sequoiavalley.com.

Population Trends

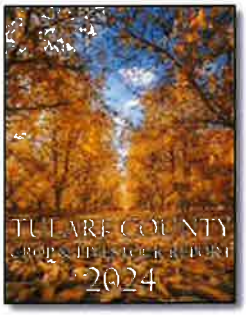
While often viewed as the downtrodden sibling to California's coastal powers, the San Joaquin Valley has emerged as an area on the rise as it has outpaced the Bay Area and Southern California in both population and economic growth. Of the 20 fastest-growing counties in the state, twelve are in the Valley. While many Valley counties have strong birth rates, suggesting residents planting roots in the region are doing so to have children in a place that is far more affordable than the coastal counties, the Valley is also seeing an influx of new residents from other parts of the United States. At the same time, the Bay Area and Southern California are losing tens of thousands of residents to other parts of the state and country.

California's Department of Finance placed Tulare County's population at 487,209 people as of January 2025, ranking it 17th in size amongst California's 58 counties. This is an increase of 3,526 people or 0.7% over the previous twelve months, and it distinguishes the area as the sixth fastest growing county in California during 2024.[2] The state saw a 0.3% increase in population, the third consecutive annual rise following a period of significant exodus. The southern San Joaquin Valley contributed greatly to the state's gains with all six of its counties showing population increases. Over the past five years, Tulare County's population has grown by 3.0% or a compounded rate of 0.6% per year, and it has continued to increase every year for more than 50 years.

Dinuba registered a population of 26,025 people at the beginning of 2025 for an increase of 173 people or 0.7% for the year. This made Dinuba the fourth fastest growing city in Tulare County in 2024 and the fourth largest community overall. The city has grown at a compound annual pace of 1.1% over the last ten years, and it is expected that it will continue to increase its population at a slow but steady pace over the next several years.

Economy & Industry

The primary industry in Tulare County is agriculture and in 2024 the county was one of the highest grossing areas in the United States with a total commodity value of $8.344 billion. This is an increase of $477.386 million or 6.1% from the prior year's production value of $7.867 billion, and it is the second highest crop value in the county's history. More than 150 different commodities are grown in Tulare County, with 44 of these generating a value of $1.000 million or more.



Milk remains the county's leading commodity with a value of $2.270 billion or 27% of the county's total crop production, and its $230.641 million increase in value over the last year contributed greatly to the county's gain. While the volume of milk produced fell by -0.5%, the price rose by $2.30 per hundredweight (11.9%) resulting in the value increase. While Tulare County is a leading milk producing area in the U.S., the local dairy industry continues to face challenges from growing environmental regulations, rising labor costs, and fluctuating milk prices, which have led some operators to relocate to other states or simply close their facilities.

[2] California Department of Finance, www.dof.ca.gov

Crop value increases were also seen for livestock and poultry (+24%), livestock and poultry products (+11%), apiary products (+7%), and fruit and nut crops (+1%). Value declines were experienced in industrial crops (-30%), vegetable crops (-15%), field crops (-4%), and nursery products (-2%). Following milk at number one, other top crops included cattle and calves ($1.171 billion), grapes ($965 million), oranges ($768 million), tangerines ($448 million), almonds ($353 million), pistachios ($316 million), lemons ($259 million), nectarines ($238 million), and corn and silage ($223 million).

Tulare County's crops provide food and fiber to nearly 90 countries throughout the world with the top export countries being Korea, Mexico, Japan, China, Taiwan, and Vietnam.[3]

Labor & Employment

Farm-related employment represents more than one-quarter of all jobs in Tulare County and it is perpetually the largest employment sector. Other sectors that make up the local economy include government, retail trade, manufacturing, educational and health services, leisure and hospitality, professional and business services, and construction.

Tulare County's available labor pool was 224,800 people as of August 2025 with an unemployment rate of 10.3% for the month. This is below the 11.3% jobless level of the previous month and is consistent with the 10.3% rate experienced a year ago. The job market made great strides in recovering from the peak unemployment level of 18.7% that was experienced in April 2020 when awareness of the COVID-19 virus became widespread, dropping to as low as 7.1% in May 2022, but more recently the economy has slowed and the jobless rate has risen again. For the month, Tulare County ranked 57th out of 58 counties in California for unemployment.

Dinuba's labor force stood at 12,000 workers in August 2025 with unemployment of 10.3%. This is lower than both the prior month's 11.9% rate and the 11.4% level experienced a year ago. Some of Dinuba's largest employers include Ruiz Foods, Best Buy Distribution, Patterson Logistics, Walmart, and Ed Dena's Auto Center.

Real Estate Market

The general trend in agricultural property values in Tulare County over the past few years has been lower as farmers have been hit with a perfect storm of low commodity prices, increasing water restrictions, high interest rates, and rising operating costs. A property's water supply is now the critical factor in its value, and in pricing properties the market is primarily focused on groundwater pumping restrictions, regularity of surface water deliveries, and future water budgets.

The California legislature passed the Sustainable Groundwater Management Act (SGMA) in 2014, which set forth a framework for protecting groundwater resources over the long-term and brought regulation to groundwater usage for the first time in the state's history. The law called for groundwater sustainability agencies (GSAs) to be formed to develop and implement groundwater sustainability plans (GSPs). These plans have a 20-year implementation schedule to achieve sustainability, which means that a basin's groundwater resources are preserved to meet current and future beneficial uses without causing

[3] *2024 Tulare County Crop and Livestock Report*, September 2025, Tulare County Agricultural Commissioner/Sealer.

unacceptable environmental or socioeconomic consequences. By March 2025, the California Department of Water Resources had approved 86 GSPs with another five plans awaiting hearings before the State Water Resources Control Board and two more being under probation. All the inadequate plans are in the Central and Southern San Joaquin Valley.[4]

With the market now acutely aware of the groundwater pumping restrictions, a clear distinction in prices is being drawn between properties with multiple sources of water and those in 'white' areas that are reliant solely on groundwater for irrigation. The lowest demand and property values are found in 'white' areas where buyer demand is weak. The limited sales occurring in these areas are typically to farmers seeking offset water credits by fallowing the land or to parties interested in solar development.

Tulare County saw a general decline in tree fruit production with many varieties of stone fruit experiencing reductions in harvested acreage and production during 2024. These include peaches (acreage down 12.8%, production down 24.6%), plums and pluots (acreage down 7.2%, production down -15.6%), nectarines (acreage down 10.9%, production down 5.3%), and apricots (acreage up 1.8%, production up 25.7%).[5]

"Many California tree fruit growers reported that commodity prices fared in the positive territory overall when averaged across all varieties and marketing windows, although it is generally necessary to have a full line of varieties to weather the volatility of this industry." A high volume of sales of tree fruit orchards took place in 2024, which was primarily due to the bankruptcy selloff of Wawona assets totaling nearly 13,467 acres. Despite the supply of available orchards, most properties sold relatively quickly and at good prices. This reflects the "underlying metrics of strong water resources, quality soils, located primarily in tightly-held water districts . . . The outlook for the tree fruit industry remains positive for those who are well-experienced in this sub-market, although strong demand is expected to be limited to the primary growing regions with strong water source and with well-established growers."[6]

Conclusions

Tulare County and its fourth largest city of Dinuba are rural areas located in the center of California's San Joaquin Valley agricultural region. This is one of the more affordable places to live in California and population growth has been slow but steady for decades. The local economy is highly dependent upon agriculture with this area of Tulare County dominated by the production of tree fruit, like peaches, plums, and nectarines. Good quality soils, multiple reliable water sources, and a favorable microclimate help make tree fruit production profitable with relatively high property values.

[4] *Trends in Agricultural Land & Lease Values*, 2025, California Chapter of the American Society of Farm Managers and Rural Appraisers, pg. 7.
[5] *2024 Tulare County Crop and Livestock Report*, September 2025, Tulare County Agricultural Commissioner/Sealer.
[6] *Trends in Agricultural Land & Lease Values*, 2025, California Chapter of the American Society of Farm Managers and Rural Appraisers, pgs. 82-83.

CITY LOCATION MAP

NEIGHBORHOOD AREA INFORMATION

The neighborhood area where the subject property is located is part of the unincorporated areas of Tulare and Fresno Counties. This area is often referred to as the Golden Triangle because of its suitability for growing tree fruit and vineyards, and it is a rural area situated between the cities of Dinuba, Reedley, Parlier, Selma, and Kingsburg.

Boundaries & Roadways

Specific boundaries for this neighborhood area are difficult to determine, but in general they are Road 80 on the east, Manning Avenue on the north, State Route 99 on the west, and Highway 201 on the south. Several cross streets intersect this area, with Avenue 416 being a major thoroughfare that extends east-west through the neighborhood.

Zoning & Planning

The counties of Tulare and Fresno have zoned properties lying within this general area for agricultural uses. While their specific designations vary somewhat, the zonings allow for the growing and harvesting of a wide variety of field crops and vegetables, fruit and nut trees, vines, timber, and horticultural specialties as well as other agricultural commodities. Limited residential uses are also permitted, although the density of dwelling units is greatly restricted.

The purpose of these zones is to protect the general welfare of the agricultural community from encroachments by other unrelated uses that might be injurious to its physical and economic well-being.

Land Uses

Land uses in this neighborhood area are generally consistent with the zonings. Production agriculture dominates the area and numerous crop types are grown here. This area is best known for its ability to grow tree fruit and vineyards due to the quality of soils, the availability of water, and the microclimate. Tree fruit that is commonly found includes peaches, plum, nectarines, apricots, and pluots, while vineyards produce grapes for raisins, wine, and table consumption as well as kiwi. Citrus is another crop type that is increasingly being developed in the neighborhood. On a more limited basis, farmers also plant irrigated field crops and various types of nut trees.

Because of the quantity of food products that are grown in this neighborhood, there are many packinghouses, cold storage facilities, warehouses, and food processing facilities scattered throughout the area to service the farmers. Rural residences also abound and they range broadly from small, older rental houses and worker homes to large, custom owners' homes.

One attractive feature of the neighborhood that tends to draw nice homes and provides a recreational aspect is the Kings River. This natural waterway travels nearly 125 miles from the Sierra Nevada Mountains through Pine Flat Dam and through the San Joaquin Valley before terminating near Stratford

at the mouth of the former Tulare Lake Basin. It is a seasonal waterway that is dry for portions of the year, but when water is running it brings many boaters, fisherman, and weekend enthusiasts to the area.

Kings Subbasin

The neighborhood is within the Kings Subbasin, which is part of the larger San Joaquin Valley Groundwater Basin, one of ten hydrological regions in California. The subbasin spans nearly 976,000 acres across parts of Tulare, Fresno, and Kings Counties and receives water shed from the surrounding mountains, with the two principal waterways being the San Joaquin River and the Kings River.

The Kings Subbasin is designated as a high-priority basin with critical groundwater overdraft caused by excessive groundwater pumping. Seven groundwater sustainability agencies (GSAs) have been created under the SGMA legislation to manage water resources in the subbasin with the goal of achieving groundwater sustainability by 2040. These GSAs were required to develop groundwater sustainability plans (GSPs) for how they would achieve this goal, and each plan was approved by the state in 2023.

Some of the mitigation measures being undertaken by the GSAs are development of new infrastructure projects to increase surface water capture and recharge capacity, limits on groundwater pumping, well registration programs, and scientific studies.

Irrigation Districts

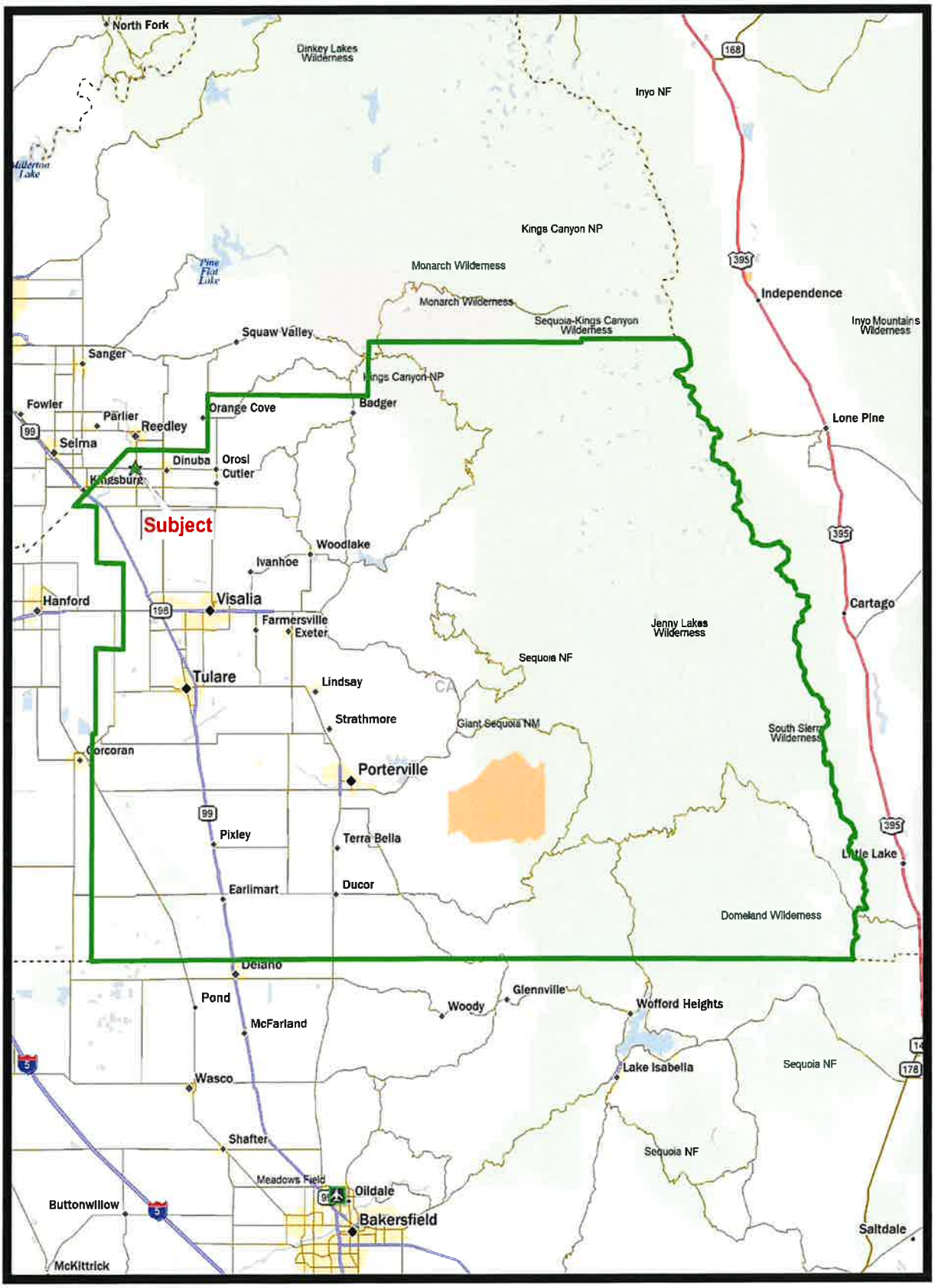
Most of the neighborhood is within the service boundaries of Alta Irrigation District and Consolidated Irrigation District, two large districts that supply surface water to farmers. Both are Tier 1 districts, which are those that tend to have the most dependable and affordable water resources.

Alta Irrigation District's boundaries cover approximately 130,000 acres, including the cities of Reedley and Dinuba. Some 250 miles of open canals and 75 miles of pipelines are used to deliver water from the Kings River coming out of Pine Flat Dam to the farms that use the water for irrigation. The district also promotes groundwater recharge and they provide terminal reservoirs and basins throughout the area to retain water and prevent its loss.

Consolidated Irrigation District serves some 145,000 acres of irrigable land within its boundaries on the eastern side of Fresno County and portions of Kings and Tulare Counties. The district has rights to divert surface water from the Kings River, the flow of which is regulated by Pine Flat Dam, and in the past they have been able to deliver an average of nearly 238,000 acre-feet of water per year. This has historically accounted for a little over half of the district's irrigation supplies with the balance coming from groundwater pumping. The delivery system is made up of 350 miles of open channels, including both constructed ditches and natural drains and sloughs, along with piped ditches and laterals. The district also operates a series of 50 recharge basins to retain and store water.

Conclusions

This neighborhood area offers strong agricultural fundamentals and it is a proven area for growing tree fruit and grapes. The proximity of several small towns and the Kings River also makes it a desirable rural residential area. Little urban encroachment is expected to impact this area over the next decade and the historically agricultural character of the neighborhood is unlikely to change significantly.



TULARE COUNTY MAP

PROPOSED PROJECT INFORMATION

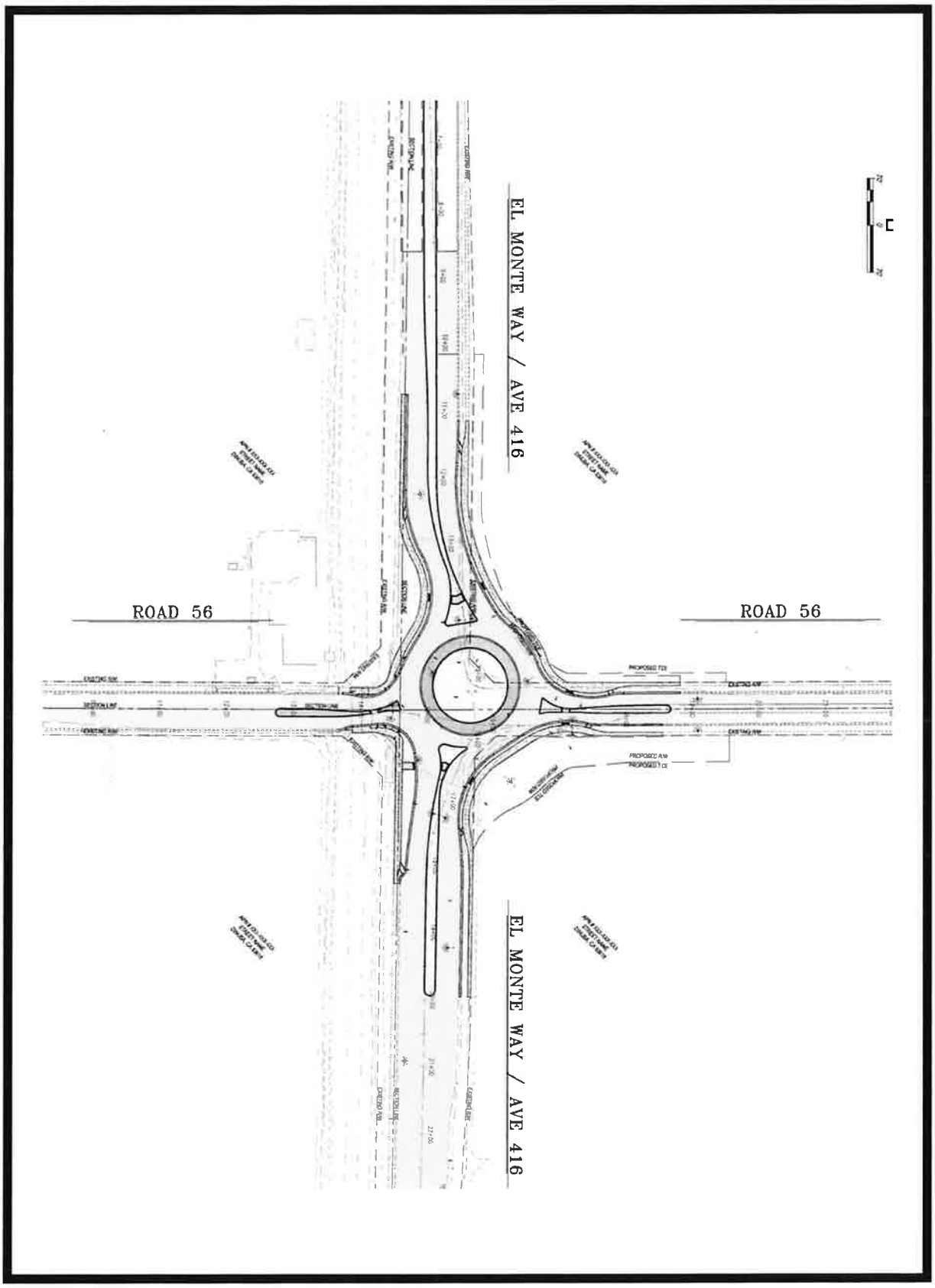
The intersection of El Monte Way and Road 56 is a busy junction with signalized traffic control in all four directions. El Monte Way (Avenue 416) is a four-lane rural highway that connects Dinuba with State Route 99 some 8½ miles to the west, and it serves as one of the gateway entrances into the city. Road 56 is a rural street that passes through the farmlands of Tulare County, and it runs north 2¼ miles to the city of Reedley. Both roads carry a good volume of passenger vehicles and truck traffic.

The City of Dinuba is now undertaking the *El Monte Way & Road 56 Roundabout Project* to improve safety, reduce congestion, and better air quality by converting the signalized intersection into a roundabout. The roundabout will have multi-lane entries from El Monte Way, including an inner lane for through and left movements and an outer lane for through and right movements, while Road 56 will have one lane for all traffic.

About 0.6 acres of land will need to be acquired for public right-of-way. Construction activities will include demolition of existing road improvements, adding new aggregate base and pavement, piping an existing irrigation ditch underground, extending sewer and stormwater lines through the intersection, and installing new street lights. Roadway detours or lane closures may be necessary to control traffic during construction.

An initial study was prepared to analyze any potential environmental effects of the proposed intersection conversion project. Consideration was given to aesthetics, agricultural and forest resources, air quality, biological resources, cultural resources, energy, 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, parks and recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire. In each of these categories, the study found that the project would have no impact, less than significant impact, or less than significant impact with mitigation incorporation. In no instances was the impact considered to be potentially significant.[7]

[7] *Draft Initial Study/Mitigated Negative Declaration for El Monte Way & Road 56 Roundabout*, prepared by 4Creeks, Inc., prepared for City of Dinuba, December 2023.



ROUNDABOUT PROJECT ILLUSTRATION

IDENTIFICATION OF THE LARGER PARCEL

The larger parcel is the property from which a portion is being taken. Properly identifying it is crucial for defining the scope of the assignment. The larger parcel can consist of all or part of one or more parcels, and is determined based on the three unities of title, use, and contiguity. Unity of title refers to how ownership of the property is held, and it usually requires the larger parcel be under the control of the same person or group. Unity of use implies that the property must be put to the same use or an integrated highest and best use. Finally, contiguity means proximity, although in some instances an actual physical connection is not necessary. The following details describe the larger parcel identified in this appraisal.

The owner of the subject property also owns several other agricultural properties that are adjacent to it, so two of the three unities are met. However, the subject is a standalone ranch that does not share an irrigation system with any of the other properties and it is leased separately from any other ranch. As a result, its use is different from the other properties and it is deemed to be an independent larger parcel.

Property Ownership

The subject property is owned by:

> Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust created on September 26, 2007
> 4851 N. Harrison Avenue
> Fresno, California 93704

Ownership and Sales History

Title to the subject property has been held by the current owner for several years and no sales or other transfers appear to have taken place in the past five-year period. The property is not listed for sale.

Legal Description

The following legal description details the subject property. It is taken from a preliminary title report prepared by Placer Title Company dated April 18, 2025.

> The land described herein is situated in the State of California, County of Tulare, unincorporated area, described as follows:
>
> The South half of the North half of Lot 25 and the South half of Lot 25 of Level Orchard Land Colony, in Section 10, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, as per map recorded January 30, 1889 in Book 3, Page 44 of Maps, in the Office of the Tulare County Recorder.
>
> Excepting therefrom the South 40 feet of the South Half of said Lot 25, as conveyed to the County of Tulare in Grant Deed recorded May 27, 1949 in Book 1369, Page 11 of Official Records.

Also excepting therefrom that portion thereof conveyed to the County of Tulare in Grant Deed recorded May 13, 2008 as Document No. 2008-0034029 of Official Records.

Property Taxes and Assessment Data

The subject property may also be identified as Tulare County assessor's parcel number:

APN 012-160-032

Beginning with the 1981-82 assessment roll, all real property in California is assessed at 100% of full cash value as determined by valuation of the county assessor's office. Full cash value is equal to the market value at the time of the most recent property transfer, or the 1975-76 assessed value, whichever is most current. These assessments may be increased by a maximum of 2% each tax year. If the property is sold or there are substantial additions or modifications made to the property, the assessor's office is required to reassess the property at current value levels.

The subject property is in tax rate code area 077-002 and real property taxes in this area are based on a tax rate of 1.127874% of assessed value. The property has been assessed and taxed the following values by the County of Tulare for the 2025-26 tax year:

Assessor's Parcel No.	012-160-032
Assessed Values:	
Land	$69,191
Growing Improvements	$82,954
Structural Improvements	$27,422
Fixtures	+ $0
Gross Taxable Value	$179,567
Current Tax Rate	x 1.127874%
Real Property Taxes	$2,025.14
Williamson Act Assessment	$234.02
Alta Irrigation District Assessment	+ $1,356.92
Total Property Taxes	$3,616.08

The taxes indicated above are payable in two equal installments each due by December 10, 2025 and April 10, 2026.

Williamson Act Contract

The subject property has an active Williamson Act agricultural land preservation contract in place. By signing such a contract, a property owner commits to voluntarily restrict use of their land to agricultural

or open space uses, and in return the property is assessed in a manner that often results in a substantial savings in real property taxes.

While the existence of this Williamson Act contract has the potential to influence the valuation of the subject property, California Government Code section 51295 directs that the contract is to be disregarded when "an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process . . ." On the basis of this law, the subject property is valued as though the Williamson Act contract does not exist nor does it have any impact on the timing related to the potential urban development of the property.

DESCRIPTION OF THE LARGER PARCEL

The subject larger parcel is located at the northwest corner of El Monte Way (Avenue 416) and Road 56, just west of the city of Dinuba, in Tulare County, California. The southern portion of the agricultural property is being farmed as a peach orchard, while the northern portion is now open land that is being prepared for future plantings.

The following descriptions and analyses detail the physical nature of the subject property. They are based on a personal inspection of the property on October 13, 2025 along with information taken from the published assessor's parcel map, a preliminary title report, and various online resources.

Land Parcel

The subject land is a generally rectangular shaped site with a corner orientation fronting a signalized intersection. According to the assessor's parcel map, the property has a maximum north-south width of 904± feet and a maximum east-west depth of 1,276± feet, and it contains a total land area of approximately 26.15 acres.

The property has a frontage of about 1,239 feet along the north side of El Monte Way and an exposure of nearly 848 feet across the west side of Road 56. The only off-site improvements are an asphalt curb at the southeast corner of the property fronting the intersection.

The topography of the land is level and it has been graded to allow for flood irrigation. The property varies in height from at-grade to several feet below the level of the two fronting streets. The Web Soil Survey published online by the Natural Resources Conservation Service of the United States Department of Agriculture indicates that the subject's soil consists entirely of Hanford sandy loam (0 to 2 percent slopes, grade 1 – excellent quality, irrigated class 1). This soil is classified as prime farmland that can be used to grow a variety of agricultural crops.

Drainage of the property appears to be adequate and no large pooling or ponding of water has been noticed on the site. Water can percolate into the open soil and does not appear to have significant runoff from the site. The latest FEMA flood map (panel no. 06107C0312E) shows that the property is in an 'X' flood zone, which is not a special flood hazard area that typically requires flood insurance.

There are no waterways that openly traverse the subject property. Also, no protected tree or bush species or other distinctive natural features have been noticed on the property. However, the appraiser is not licensed as a botanist, biologist, or geologist and does not have any specialized training in the identification of such natural features.

Public utility services available to the subject are limited to electricity from the Southern California Edison Company and telephone service from AT&T, with no public water, sewer, or storm drain utilities provided. Municipal services consist of police protection from the Tulare County Sheriff's Department, fire protection from the Tulare County Fire Department, and street maintenance by the Tulare County Public Works Department.

The subject receives good access and visibility from its frontages along two public streets. El Monte Way supports four travel lanes along with dedicated right-turn and left-turn lanes at the intersection, while Road 56 has two travel lanes and two turn lanes. While these roads provide great views of the subject property, the grade difference between them and the site means that vehicles are only able to access it at limited places.

A preliminary title report prepared by Placer Title Company dated April 18, 2025 has been reviewed, but it does not identify any easements or encumbrances that would tend to affect the property's value.

Agricultural Improvements

The property's southern 14.50± acres are being farmed as a peach orchard, while the northern 11.65± acres is open land that recently had its tree fruit plantings removed and is now being prepared for new plantings. There are two blocks of peaches, including 8.00± acres of Rich Magic peaches (Controller 6 rootstock, planted 2024, spacing of 15' x 7', 15 rows) and 6.50± acres of Snow Lady peaches (Nemaguard rootstock, planted 2016, spacing of 18' x 13', 12 rows). The Rich Magic peaches are young trees that will have their first harvestable crop in 2026, while the Snow Lady peaches are mature and in full production.

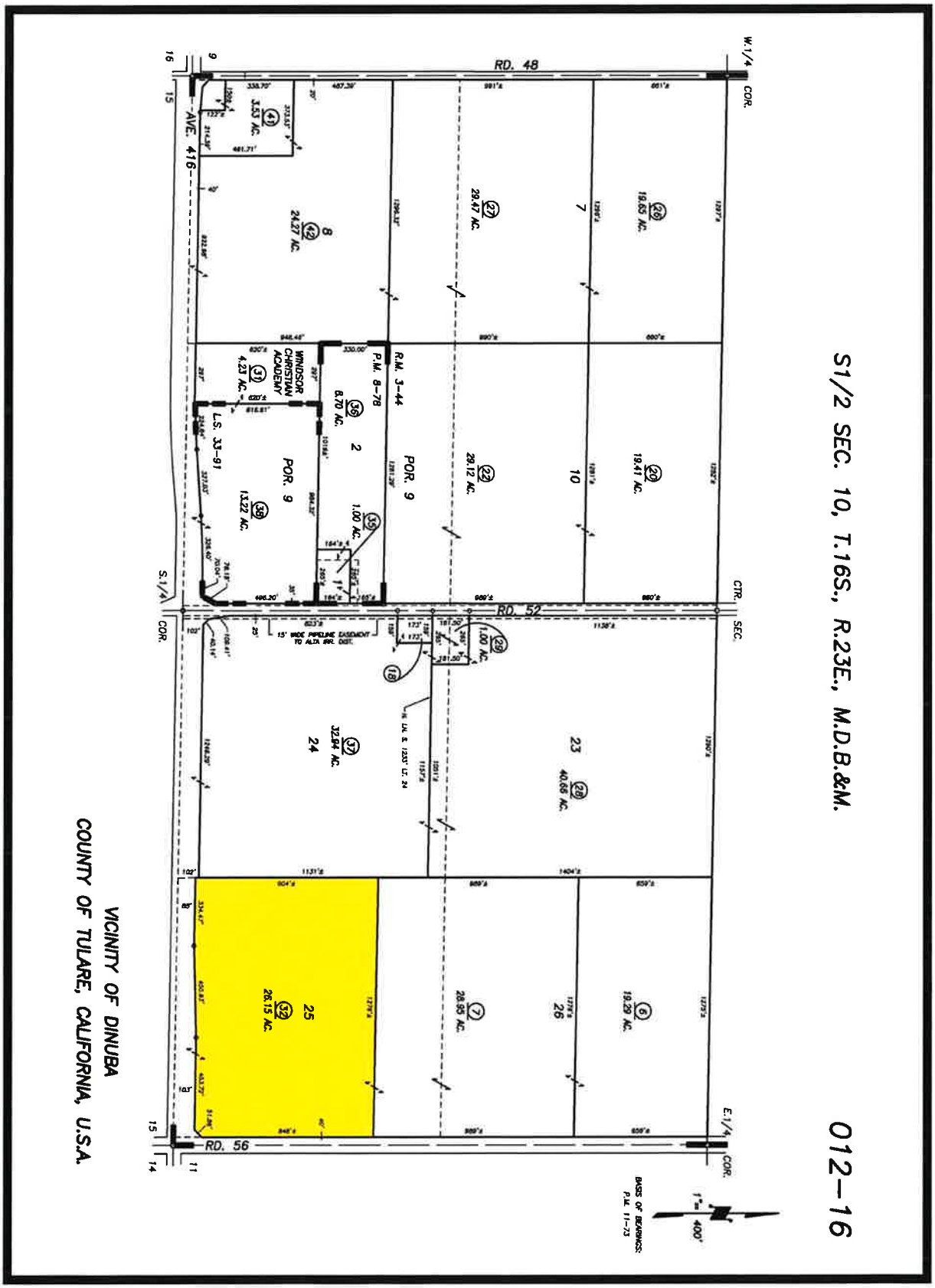
The subject is flood irrigated in an east-to-west direction from a single underground pipeline with valves that runs along the east side of the property fronting Road 56. Groundwater comes from an onsite agricultural well (200± feet deep, standing water at 80± feet) that is equipped with an electric-powered submersible pump (25 horse power, output of 450± gallons per minute). The property is in the Kings River East GSA, which encompasses 191,300 acres or about one-fifth of the entire Kings Subbasin. The GSA does not impose a pumping restriction, but manages water use through other mechanisms.

KINGS RIVER EAST
GROUNDWATER SUSTAINABILITY AGENCY

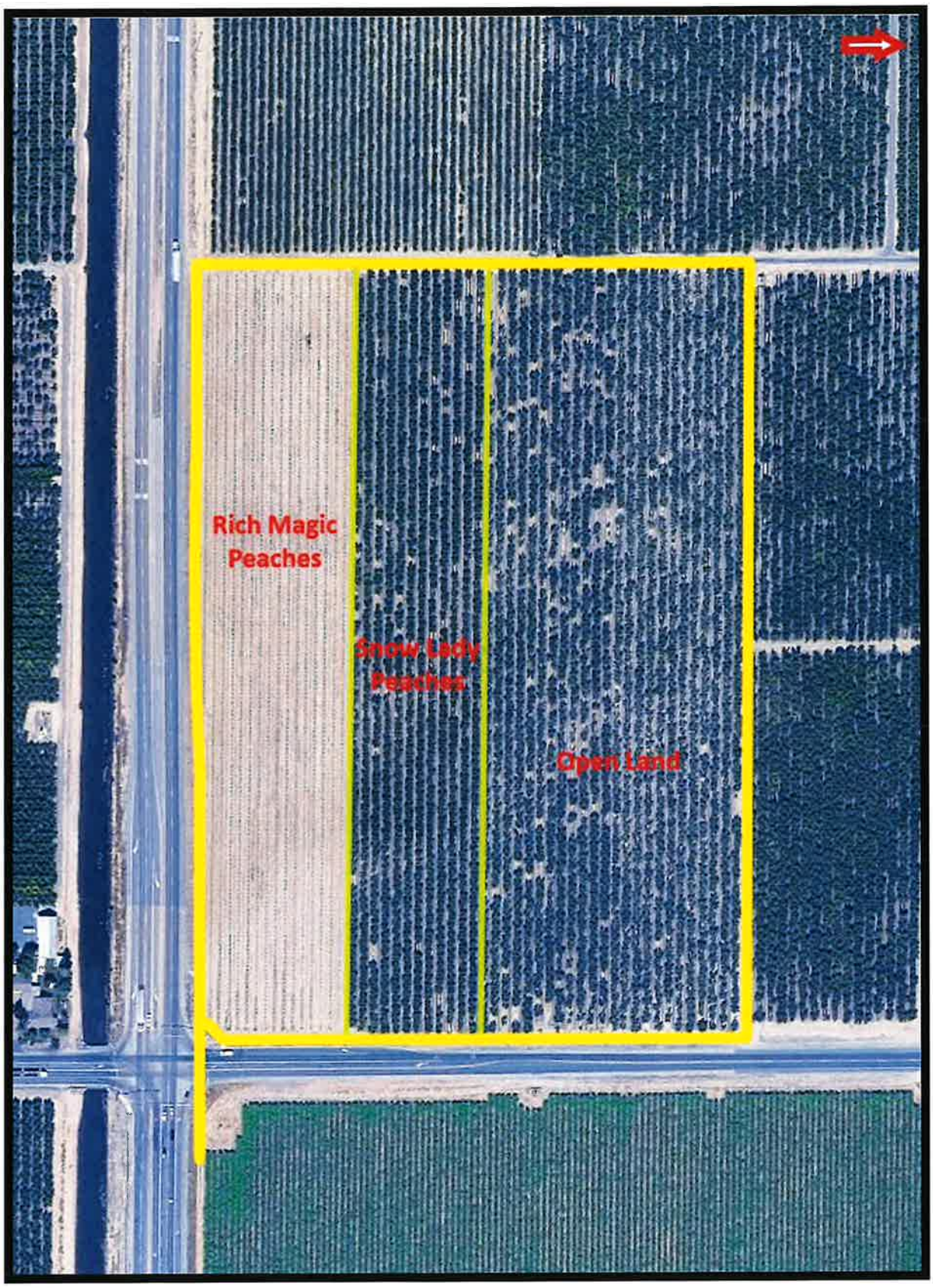
Surface water is also available from Alta Irrigation District with a turnout situated on the east side of Road 56 directly across from the subject's well. The property has a 100% entitlement, which for the 2025 water run allotted it to draw up to 7.93 acre-feet per 20 acres of land area. A charge of $10.98 per acre-foot is made for any surface water that is taken.

Growing Crops

Crops that are being grown on the subject property on the effective date of this appraisal are not real property and no effort to determine their value is made in this appraisal. However, California Code of Civil Procedure Section 1263.250 states that, "(a) The acquisition of property by eminent domain shall not prevent the defendant from harvesting and marketing crops planted before or after the service of summons. If the plaintiff takes possession of the property at a time that prevents the defendant from harvesting and marketing the crops, the fair market value of the crops in place at the date the plaintiff is authorized to take possession of the property shall be included in the compensation awarded for the property taken. (b) Notwithstanding subdivision (a), the plaintiff may obtain a court order precluding the defendant from planting crops after service of summons, in which case the compensation awarded for the property taken shall include an amount sufficient to compensate for loss caused by the limitation on the defendant's right to use the property." So, while no value for any crops is included in this appraisal of the real property, the owner may be entitled to additional compensation for losses of crop value.



ASSESSOR'S PARCEL MAP



AERIAL PHOTOGRAPH

View across the intersection of El Monte Way and Road 56 toward the subject property.

Street scene looking east on El Monte Way. The subject property is on the left side.

Street scene looking south on Road 56. The subject is visible on the right side.

View looking northwest across the subject property from its southeast corner.

View of the block of Rich Magic peaches looking west through the orchard.

View looking west along the south side of the Rich Magic peach block.

View of the Snow Lady peaches
as seen from the block's northeast corner.

View of the Snow Lady peach block
looking west from the Road 56 frontage.

View through the middle of the
Snow Lady peach block.

View looking southwest across the open land
from the property's northeast corner.

View of the property's agricultural well and
pump that outputs water to a standpipe.

View of the Alta Irrigation District turnout
with the subject's well in the background.

ZONING AND PROPERTY RESTRICTIONS

The use and development of the subject property are governed by the following restrictions.

Tulare County Zoning

The subject property is zoned AE-20 by the County of Tulare as being within an exclusive agricultural zone. This zone is designed for intensive agricultural uses and for those related uses that are a necessary and integral part of agricultural operations. The purpose of this zone is to protect the general welfare of the agricultural community from encroachments by other unrelated uses that might be injurious to its physical and economic well-being.

Land Use Restrictions

Allowable uses in this zone include the growing and harvesting of field crops and vegetables, fruit and nut trees, vines, timber, and horticultural specialties; the raising and slaughter of poultry, rabbits, sheep, goats, horses, swine, and bovine animals; fish farming operations; game preserves; plant nurseries; open spaces such as scenic highway corridors, wetland areas, or wildlife habitat areas; apiaries; and other similar type agricultural uses.

One single-family residence or mobile home may be erected. An additional residence for every 20 acres of land area may be added up to a total of nine units, so long as they are occupied by relatives or employees. Incidental or accessory structures such as barns, stables, storage tanks, wind machines, farm buildings, greenhouses, and garage structures are also permitted.

Other uses may also be allowed through the issuance of a use permit. These conditional uses include agricultural chemical storage and manufacturing, dehydrators, cotton gins, feed lots or mills, hunting and fishing clubs, irrigation pipe manufacturing, mushroom growing, sawmills, sewage treatment plants, slaughterhouses, wineries, and other more intensive animal operations.

Development Standards

Development standards for the AE-20 zone include:

1. Parcel size – 20 acres minimum.
2. Building height – 50 feet maximum, except that tanks, silos, granaries, barns, wind machines, and other accessory structures may exceed this height so long as they do not project into the landing or takeoff zones of an airport.
3. Building and structure setbacks:
    a. Front – minimum of 50 from the established centerline of the street. Certain roads are of special importance and they have individual setback requirements, with Avenue 416 having a setback of 55 feet from the existing centerline of the right-of-way.
    b. Side – 10 feet minimum.
    c. Rear – 25 feet minimum.
4. Planting setback – agricultural trees, shrubs, and vines are to be setback no less than 10 feet from the edge of the right-of-way or one-half the customary spacing of such plantings in orchards and vineyards, whichever is greater.

Dinuba General Plan

The Dinuba General Plan was adopted in September 2008 and helps to guide the growth and development of the city through 2026. The plan establishes urban boundaries to define the limits for extending city services and infrastructure to accommodate development over this time frame, and this includes a 20-year Urban Development Boundary that is the city's ultimate physical boundary and service area. The subject property is within this 20-year boundary. An urban land use designation is not applied to the subject, but the land to the east is designated Urban Reserve, which is applied to properties that are not expected to be urbanized during the plan's time frame.

Conclusions

The current use of the property for farming tree fruit is allowed in the AE-20 zone. The tree plantings and the irrigation system also seem to comply with the setback requirements, so the property is believed to be legally conforming with the zoning. The subject is also within Dinuba's urban development boundary, but it is not designated for urban development at this time.

LEASE AGREEMENT

The subject property is leased by the Dennis and Elizabeth Warkentin Living Trust (lessor) to Mountain View Fruit Sales (lessee) for the business of fresh fruit production. The lease term commenced December 11, 2018 and will end on September 30, 2037. Any holding over of the premises beyond the expiration of the term will create a month-to-month tenancy that may be terminated at any time by the lessor.

The base rent was initially set at $850 per acre per year for the first four years, payable in two installments of $425 per acre each on February 1 and September 30 of each year. Rent payments starting in 2023 and for each year thereafter over the remaining term are to be increased based on the annual change in the Consumer Price Index (CPI, U.S. City Average, All Urban Consumers – All Items); the rent currently stands at approximately $910.51 per acre.

The lessee also pays all real estate taxes and assessments, water fees and assessments, utilities (light, water, power, and other services), premiums for liability and casualty insurance, farming costs, and repair and maintenance of the premises. The lessee is not to permit any lien to be placed on the property.

The lessee is to contract with Wiebe Farms to do all farming and farm management duties at the property, and all fruit harvested from the property is to be packed by Wiebe Farms and B&C Packing under terms that the lessee sees fit. All pipelines, pumps, plumbing, electrical wiring, additions to, or other improvements to the property are to become part of the premises as soon as installed and become the lessor's property.

In the case of a condemnation or appropriation of all or any substantial part of the premises by any public or private corporation under the laws of eminent domain, the lease may be terminated by either party on 20 days' written notice, after which the lessee shall not be liable for any rent.

The lease applies only to the property's surface rights. The lessor reserves the right to lease the property's mineral rights for oil, gas, or geothermal extraction, and the lessee agrees to surrender any portion of the property needed for drilling purposes or operations. Lessee is to be compensated for all damages to its crops and cultural costs.

If the lessor wants to sell the property, the lessee has a right of first offer and a right of first refusal to purchase. If the property is sold to someone other than the lessee, then the lessee is entitled to reimbursement of its developmental and capital expenses invested in the property using a formula to pro-rate these costs. Also, if the property is sold prior to March 31 of any lease year, then the lessee is to be reimbursed for its cultural costs for the upcoming season's crop plus 5%.

HIGHEST AND BEST USE OF THE LARGER PARCEL

The next step in the appraisal process is analyzing the highest and best use of the property. This is the most probable or valuable use that is legally and physically permissible and has sufficient demand. A proper highest and best use analysis provides the foundation for an accurate and market-oriented valuation of the subject property.

The highest and best use of the property is analyzed in two steps. First, the most probable use of the land as though vacant is considered, then the analysis is performed again focusing on the property as it is improved and comparing this use to the optimal improvements. Four criteria are considered in each step, including those uses that are legally permissible, physically possible, financially feasible, and maximally productive.

In a partial taking appraisal, two highest and best use analyses are performed. The first considers the larger parcel before the taking and excludes consideration of the project. A second analysis is performed later in this report and it focuses on the remainder property after the taking.

Land As Though Vacant Analysis

The AE-20 zoning that is applied to the subject property is primarily intended for agricultural crop production and farming operations, and the zone allows for a wide variety of activities that are related to growing, harvesting, and processing agricultural products. While the property is within Dinuba's urban development boundary, an urban land use designation has not yet been applied to it.

The physical characteristics of the subject land are well suited to farming because of the size of the site, the level topography, the high-quality soil, and the availability of multiple water sources for crop irrigation. Farming has long been the dominant land use in the subject's neighborhood. Permanent plantings, like tree fruit, citrus, and nuts are popular crops because of their potential returns, but field crops are also commonly found in the area and occasionally can be more profitable. It is also typical to find rural homesites on large farms that can be used by owners or their workers.

It is somewhat early to consider urban development on the subject property. While Dinuba is growing, development tends to take place on properties that are closer to town and where utility infrastructure is available. The subject's prospects for future urban development seem good because of its location at a signalized intersection along a busy rural highway, but it would be leapfrog from existing urban properties and would be pioneering.

In the end, the highest and best use of the land as though vacant is to farm it while waiting for future urban development opportunities to improve. This is likely to be many years from now, so planting permanent crops, like tree fruit or citrus, would be appropriate and could generate solid returns until market demand warrants urban development. The most likely buyer of the land is a farmer.

Property As Improved Analysis

The existing use of the subject property for farming tree fruit is allowed in the AE-20 zone, and the improvements seems to conform with the zoning restrictions. The Rich Magic peach trees are still young and will need continued cultural investment to bring them to full production, while the Snow Lady peaches are mature and with good farming practices can continue showing good yields. The subject's open land has the capacity to support additional agricultural crops and it should be developed with new plantings that have good prospects for profitability in the current market environment.

The agricultural well and pump and the underground pipeline are all essential to farming the land in an optimal manner and they add value to the property. A further investment of installing a more efficient system for delivering water to the trees, like drip or microsprinklers, would be appropriate and could help reduce the amount of water needed for irrigation.

The highest and best use of the property as improved is to continue farming the existing peach tree blocks and develop new plantings on the open land. This investment coupled with upgrading the irrigation system should be profitable and help the property to yield the best returns. A local farmer or farming entity is the most likely buyer of the property.

DESCRIPTION OF THE PART TAKEN

The City of Dinuba is seeking to acquire the fee simple interest in a single portion of the subject property for use as public right-of-way as part of the *El Monte Way & Road 56 Roundabout Project*.

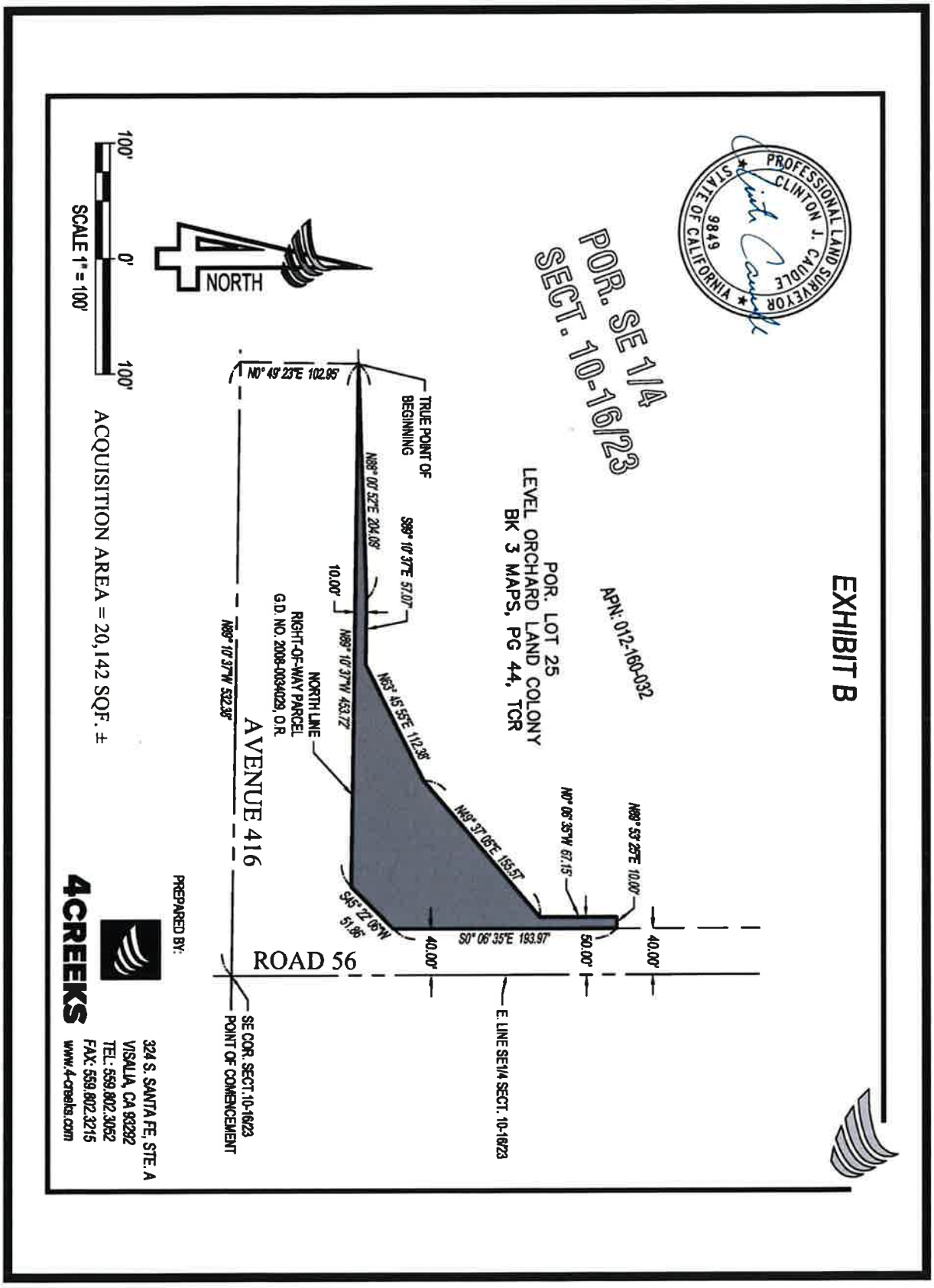
Physical Description

The take area is situated at the southeast corner of the property fronting the intersection of El Monte Way (Avenue 416) and Road 56, and it is entirely within the block of Rich Magic peaches. It is an irregular-shaped portion that wraps around the property corner and extends west for 453.72 feet along the El Monte Way frontage and north by 193.97 feet on the Road 56 exposure. Altogether, it contains 20,142 square feet or 0.46 acres of land area. Improvements within the take area include portions of nine tree rows along with 134± feet of underground irrigation pipeline, valves, and a vent pipe.

Legal Description

The following legal description has been developed by 4Creeks, Inc., the engineering firm for the project:

> That portion of the South half of Lot 25 of Level Orchard Land Colony, in Section 10, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, as per map recorded in Book 3, Page 44 of Maps, in the Office of the Tulare County Recorder;
>
> Commencing at the Southeast corner of said Section 10; thence North 89° 10' 37" West, along the South line of the Southeast quarter of said Section 10, a distance of 532.38 feet; thence North 0° 49' 23" East, 102.95 feet to the existing North right-of-way line of Avenue 416 being that parcel dedicated per Grant Deed recorded May 13, 2008, as Document No. 2008-0034029, of Official Records, and the True Point of Beginning;
>
> Thence North 88° 00' 52" East, 204.09 feet to a line parallel with and 10.00 feet North of the North line of said deeded parcel; thence South 89° 10' 37" East, along said parallel line, 57.07 feet; thence North 63° 45' 55" East, 112.38 feet; thence North 49° 37' 05" East, 155.57 feet to a line parallel with and 50.00 feet West of the East line of said Southeast quarter; thence North 0° 06' 35" West, along last said parallel line, 67.15 feet; thence North 89° 53' 25" East, 10.00 feet to a line parallel with and 40.00 feet West of the East line of said Southeast quarter; thence South 0° 06' 35" East, along last said parallel 193.97 feet to the North line of said deeded parcel; thence South 45° 22' 06" West, along the North line of said deeded parcel, 51.86 feet; thence North 89° 10' 37" West, along the North line of said deeded parcel, 453.72 feet to the True Point of Beginning.



PLAT OF THE RIGHT-OF-WAY TAKING

View of the permanent right-of-way take area, as identified by surveyor stake,
looking south along the Road 56 frontage from the north end of the taking.

View of the right-of-way take area
looking northeast from the middle of the Rich Magic peach block.

View looking east along the permanent right-of-way take area
from the middle of the taking fronting El Monte Way.

View of the right-of-way take area
looking east from the western end of the taking along El Monte Way.

ANALYSIS OF THE REMAINDER PROPERTY

The remainder property is what is left of the subject after the part taken has been acquired. It represents the legal and physical property that the owner retains after the portion is severed and the project is built and used in the manner proposed. This analysis considers the property in its hypothetical condition as if the project is completed and is being used in the manner proposed on the date of value.

In the after condition, the remainder property will have a slight reduction in size to 25.69 acres, which is still large enough to be viable for farming. The shape of the property will be altered and will become more irregular at its southeast corner, but the maximum width and depth dimensions will remain the same and no uneconomic remnants will be created. The topography of the land is not expected to change and new curb and gutter at the roundabout will keep water from running off the roadway onto the property. Any utility relocations will be handled as part of project construction and the property is expected to encounter only brief service interruption. The subject will still be accessible from both El Monte Way and Road 56, even though direct access from the roundabout will be precluded, and visibility will not change.

Some damages to the peach orchard will occur and will need to be corrected. A new section of irrigation pipeline with valves will have to be installed so that the remaining tree rows are properly irrigated. Also, approximately 42 trees (4 trees in 9 rows plus 1 tree in 6 rows) will need to be removed to provide a turn row for farm equipment.

The roundabout should make the intersection safer by slowing traffic, but the project is not expected to benefit the subject in a way that enhances its property value.

HIGHEST AND BEST USE OF THE REMAINDER PROPERTY

The highest and best use of the remainder property is the second of two highest and best use analyses that are performed in this appraisal. While the first analysis dealt with the larger parcel prior to any takings for the proposed project, this analysis focuses solely on the remainder property under the hypothetical assumption that the partial acquisition has occurred and the project has been constructed. It is proper and appropriate in this analysis to give full consideration to the impacts that the project will have on the remainder property, both beneficial and detrimental. This analysis is often more difficult to perform because the property must be viewed in its hypothetical condition after construction of the project and its use in the manner proposed.

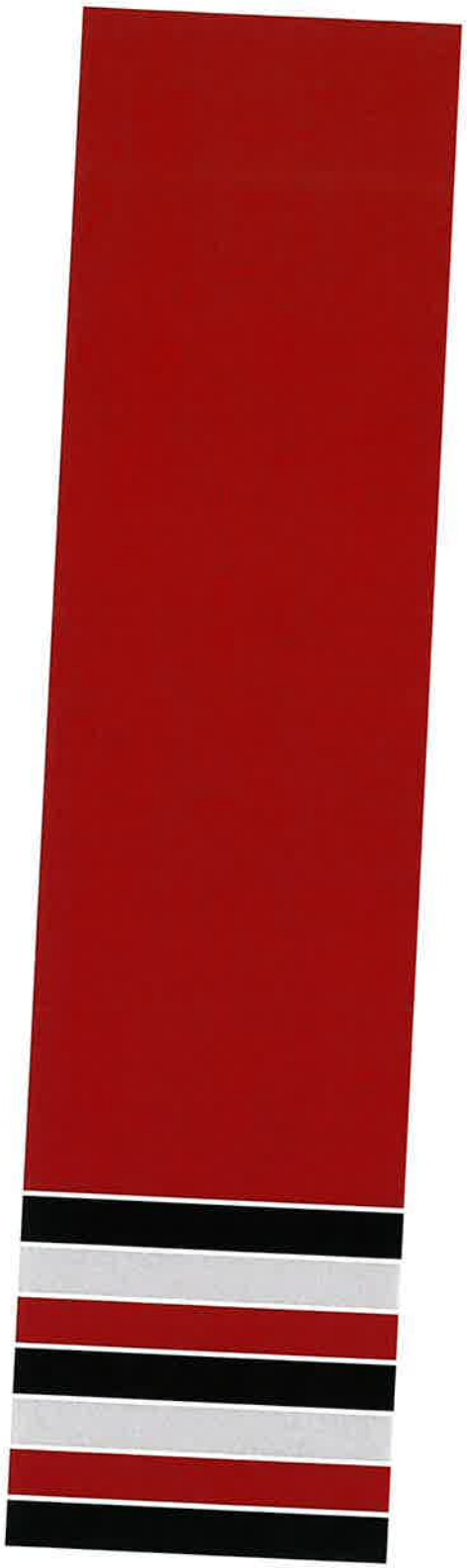
Land As Though Vacant Analysis

The highest and best use of the land as though vacant is not expected to be significantly different for the remainder property. The AE-20 zoning designation will not change and the property will remain outside of Dinuba's city limits, so the prospects for urban development are not expected to accelerate. Many of the property's physical features will remain the same, including its topography, soil conditions, street frontage, access, and utilities. The property will also continue to have access to multiple water sources for irrigation. The surrounding area should still be a desirable area for farming and rural homesites. Thus, the highest and best use of the land as though vacant will be to farm it while waiting for future urban development opportunities to improve.

Property As Improved Analysis

Farming the property with a peach orchard or other agricultural plantings will still be allowed in the AE-20 zone, and the improvements will still comply with the development standards. Modifications to the irrigation system will be necessary, however, and some additional trees will have to be removed to create a turn row on the edge of the Rich Magic peach block. Once these repairs are made, the remaining peach trees should be productive for many years to come. Therefore, the highest and best use of the property as improved will be to continue farming the existing peach tree blocks while developing new plantings on the open land.

ANALYSIS OF DATA AND CONCLUSIONS



HopperCompany
Real Property Valuation

METHOD OF VALUATION

The purpose of this appraisal is to provide an opinion of fair market value for the fee simple interest in the portion of the subject larger parcel that is to be taken, together with any net damages to the remainder property. This valuation will serve to assist the client in determining the just compensation to be paid for the partial acquisition.

In determining this estimate of just compensation a strict set of procedures known as the State Rule is used. In California, these procedures have been established as a means to facilitate proper and accurate estimates of value for compensation. The State Rule procedures encompass nine logical and progressive steps that lead to the appropriate value conclusions. These steps include:

1. Value of Larger Parcel Before the Taking	$ _____
2. Value of the Part Taken as a Part of the Whole	– $ _____
3. Value of the Remainder as a Part of the Whole	= $ _____
4. Value of the Remainder After the Taking Without Benefits	– $ _____
5. Severance Damages to the Remainder	= $ _____
6. Value of the Remainder After the Taking With Benefits	$ _____
7. Benefits to the Remainder (step 6 - step 4)	$ _____
8. Net Damages to the Remainder (step 5 - step 7)	$ _____
9. Total Just Compensation (step 2 + step 8)	$ _____

Steps 1 through 3 deal with the larger parcel in its condition prior to any influence or acquisitions by reason of the proposed project. Steps 4 and 5 focus on the property in its after condition once the part taken has been severed and the project constructed in an effort to determine any damages that are caused to the remainder. Steps 6 and 7 also value the remainder property in the after condition, but in this instance attention is focused on any benefits that will accrue to the property due to the project. Step 8 compares the damages found in step 5 with the benefits derived in step 7 to provide an indication of any net severance damages that will remain once benefits are used as an offset. Finally, step 9 provides the total just compensation estimate for the partial taking by adding the value of the part taken from step 2 to the net damages to the remainder from step 8.

Each of these steps and the valuation approaches they employ are outlined in detail in the following sections of this report. Traditionally, real property valuation revolves around three approaches to value: the income capitalization, sales comparison, and cost approach. However, not all properties are well suited to the use of all three approaches and it may be impossible or inappropriate to use them all for certain properties. The approaches that are applied are dependent upon the type of property being appraised, the purpose and use of the appraisal, and the quantity and quality of available data.

In this appraisal, the sales comparison approach is used to value the subject property. Neither the cost approach nor the income capitalization approach is very reliable or applicable to the subject property, so they are excluded from the appraisal.

VALUE OF LARGER PARCEL BEFORE THE TAKING

Step 1

The first step in applying the State Rule of valuation for partial takings is to value the larger parcel before the acquisition. In valuing the larger parcel, both California and federal law require the appraisal to disregard any decrease or increase in the market value of the property, prior to the date of valuation, that is caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that which is due to physical deterioration within the reasonable control of the owner.

The larger parcel is valued using the sales comparison approach. This method relies on market comparisons, valuing the subject based on the sale prices of similar properties in the area. The approach is grounded in the economic principles of supply and demand, substitution, and balance. To estimate the value of the larger parcel, it is compared to other properties that have recently sold.

Comparable Tree Fruit Property Sales

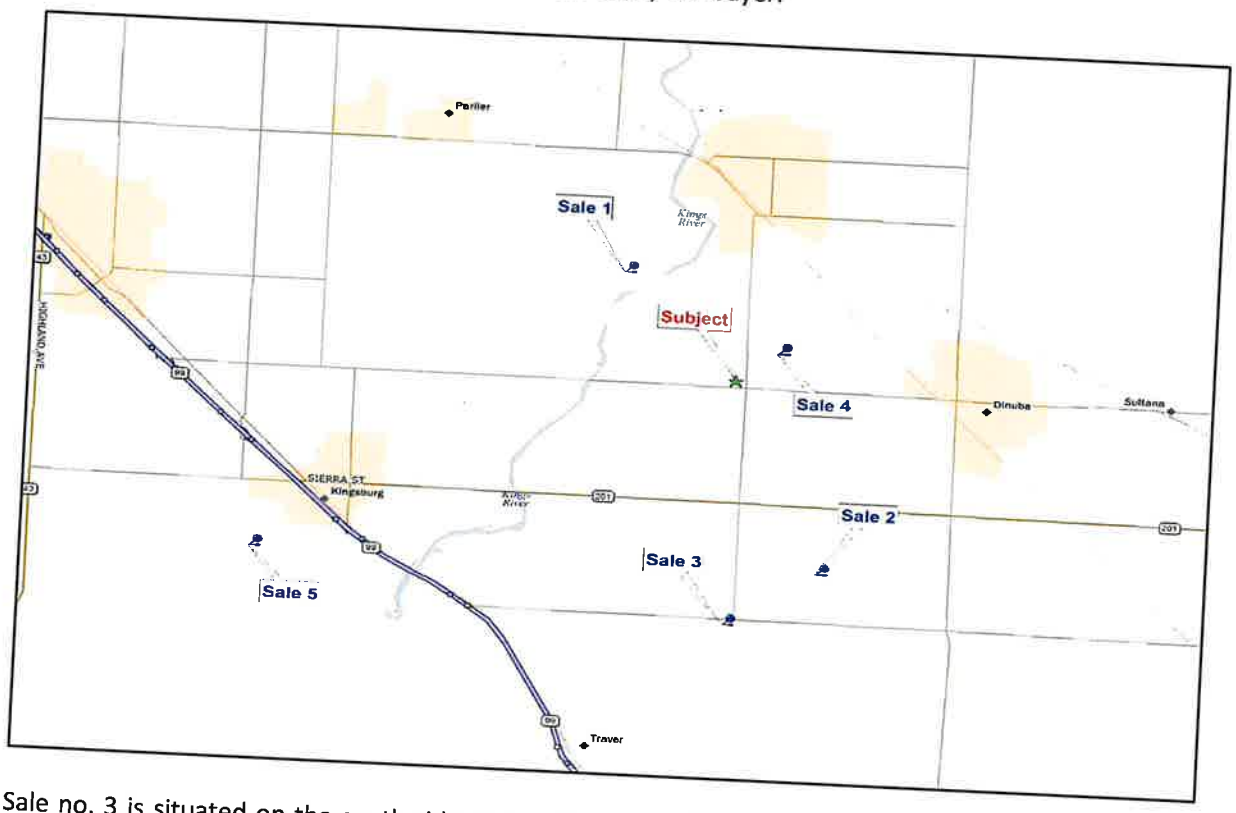
The search for comparable sales for use in this appraisal began in the subject's neighborhood and those areas around Dinuba, Reedley, and Kingsburg. Five data items are eventually selected for use in the valuation and they are all closed sale transactions. They are referred to in this report as sale nos. 1 through 5. Each is described below along with a map showing their locations relative to the subject.

In summary, the properties are all developed to tree fruit and they are within an 8-mile radius of the subject. The sales took place between June 2024 and July 2025. The properties vary in size from 19.60 to 80.00 acres and they sold in a price range from $35,000 to $39,816 per acre.

Sale no. 1 is on the south side of Floral Avenue, just east of Lac Jac Avenue, to the west of Reedley. The 32.65-acre property is on the north side of the Kings River and has a small frontage along this waterway. It was being farmed with different varieties of stone fruit, including Honey Punch pluots (2.7 acres planted in 2016), Ice Princess white peaches (4.3 acres planted in 2023), Sierra Rich peaches (4.0 acres planted in 2023), Spring Bright nectarines (8.3 acres, planted in 2010), 2111 nectarines (4.2 acres planted in 2017), and Owen T black plums (3.0 acres planted in 2005). The soils are a combination of grade 1 – excellent and grade 2 – good quality. The orchard is flood irrigated using groundwater from an agricultural well and pump along with surface water from Consolidated Irrigation District. There are two older shop buildings on the property as well, but they were in fair to poor conditions and added only minimal value in the sale. The property was listed at an asking price of $995,000 and it sold three months later in June 2024 for $1,300,000 or $39,816 per acre. The price was driven higher by multiple offers, with the buyer willing to pay a premium because of the river frontage and the property's proximity to his other holdings. The buyer got a new institutional loan to help with the purchase.

Sale no. 2 refers to a peach tree orchard property at the southeast corner of Avenue 392 and Road 64, to the southwest of Dinuba. The property has 34.92 acres and is bisected by an Alta Irrigation District canal. It was planted in 2019 to Ice Princess white peaches at a spacing of 18' x 12', and the orchard had been maintained in average condition. The soils are a combination of grade 1 – excellent and grade 4 – poor quality compositions. Groundwater for irrigation is supplied by an agricultural well equipped with a 40 HP turbine pump, while surface water comes from Alta Irrigation District with a 100% entitlement. Water

is delivered to the trees using microsprinklers. There are no building structures on the ranch. This property was part of the Wawona bankruptcy and was marketed at an asking price of $35,000 per acre. A sale took place to a local farmer in August 2024 with the buyer paying $1,222,200 or $35,000 per acre. A new institutional loan for $800,000 was obtained by the buyer.



Sale no. 3 is situated on the south side of Avenue 384 at the Road 56 alignment, to the southwest of Dinuba. The property previously had 82.98 acres, but as part of the sale a lot line adjustment was done that reduced it to 80.00 acres. Most of the land is farmed with a mix of tree fruit, but 18.00 acres was open land available for new plantings. The existing tree fruit is in different blocks and includes June Time peaches (6.3 acres planted in 2014), Spring Bright nectarines (4.7 acres planted in 2013), Spring Flame peaches (6.7 acres planted in 2014), Majestic Pearl nectarines (6.8 acres planted in 2014), Sierra Rich peaches (two blocks totaling 17.2 acres planted in 2003 and 2016), Summer Flame peaches (8.4 acres planted in 2003), and Autumn Flame peaches (8.3 acres planted in 2015). The ground is composed of grade 1 – excellent and grade 4 – poor quality soils. The trees receive water through double drip lines with groundwater coming from an agricultural well and surface water obtained from Alta Irrigation District (100% entitlement). No building structures occupy the site. The property came to market at an asking price of $3,000,000 and received considerable interest from prospective buyers, entering escrow within a month. The sale closed in February 2025 to the party who made the highest offer, which was for the full asking price of $37,500 per acre. The buyer is Alta Irrigation District, who paid all cash and plans to develop the new London West Pond recharge basin on the site to help bolster the water table and meet SGMA sustainability requirements.

Sale no. 4 represents a 19.60-acre property on the south side of Avenue 422, west of Road 56, to the northwest of Dinuba. Six different varieties of tree fruit were being grown in different blocks, including Summer Flame peaches (4.3 acres planted in 2010), Krista peaches (2.6 acres planted in 2024), Royal Hazel

cherries (2.1 acres planted in 2016), Royal Lynn cherries (2.1 acres planted in 2016), Royal Tioga cherries (3.1 acres planted in 2016), and Zee Lady peaches (4.3 acres planted in 2022). Drip irrigation is used to water the orchard blocks, with groundwater being pumped from an agricultural well with a submersible pump and surface water coming from Alta Irrigation District (100% entitlement). The soil is entirely rated as grade 1 – excellent quality. The property was listed for sale and a buyer was quickly found, but that deal fell through when the buyer could not obtain financing. A second offer was then received and this time the sale closed in March 2025 at a price of $725,200 or $37,000 per acre all cash.

Sale no. 5 consists of 39.00 acres of farmland located at the southeast corner of Clarkson Avenue and Bethel Avenue, southeast of Kingsburg. It is being farmed as a stone fruit orchard and has Ivory King peaches (7.5 acres), Dulce Vita nectarines (7.5 acres), Spring Flare nectarines (15.0 acres), Toro Rojo pluots (4.0 acres), and red plums (4.0 acres). The ranch's soils include both grade 2 – good and grade 3 – fair quality compositions. Groundwater is obtained from an agricultural well outfitted with a 20 HP pump, while surface water is supplied by Consolidated Irrigation District. An asking price of $1,400,000 was set when the property was listed for sale, and it took just under four months to find a buyer and complete the transaction. The sale recorded in July 2025 at the full asking price, which is equal to $35,897 per acre, with the seller carrying back a loan for $1,200,000.

Property Sales Comparisons

These sales are evidence of local market conditions and pricing for properties such as the subject and they are useful in shedding light on the value of the property being appraised. In analyzing these sales consideration is given to various elements of comparison that market participants recognize as having an impact on the prices that are paid for this type of property. These elements may include the property rights conveyed, financing terms, conditions of sale, market conditions, location, zoning, parcel size, and other physical and economic factors. While there can be an infinite number of variations between properties the market typically is concerned with only a limited number variables that are most influential.

The table on the next page summarizes how each data item is compared to the subject. A "+" symbol is shown if the data item is inferior to the subject, a "–" is used if the sale is superior, and an "=" sign is indicated if the data item is generally comparable. Not all elements of comparison are weighted equally by the market, however; and in some instances, the magnitude of impact on the sale price may be greater than in other comparisons where the same symbol is used.

After making the comparisons, the data set suggests that the subject ought to be valued above the $35,000 to $37,500 per acre indicated by sale nos. 2 through 5, but below the $39,816 per acre shown by sale no. 1. Thus, the value is reasonably bracketed between $37,500 and $39,816 per acre.

SALES COMPARISON GRID
Comparable Tree Fruit Property Sales

	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4	Sale No. 5
Location	Floral Ave.	Avenue 392	Avenue 384	Avenue 422	Clarkson Ave.
Vicinity	Reedley	Dinuba	Dinuba	Dinuba	Kingsburg
APN	393-060-49	029-240-025	043-020-025	012-212-004	393-320-01
Buyer	Barrington	Zwart	Alta Irrig. Dist.	Klassen	Zakarian
Document No.	24-54711	24-38824	25-05369	25-09987	25-70541
Recording Date	6/21/2024	8/26/2024	2/6/2025	3/5/2025	7/25/2025
Sale Price	$1,300,000	$1,222,200	$3,000,000	$725,200	$1,400,000
Land Area – Ac.	32.65	34.92	80.00	19.60	39.00
Price / Acre	$39,816	$35,000	$37,500	$37,000	$35,897
Buildings	2 Old Shops	None	None	None	None
Plantings	Mixed Tree Fruit	Peaches	Tree Fruit, Open	Mixed Tree Fruit	Mixed Tree Fruit
Zoning	AL-20	AE-40	AE-40, R-A	AE-20	AE-20
Soil Quality	Grades 1, 2	Grades 1, 4	Grades 1, 4	Grade 1	Grades 2, 3
Groundwater	Well	Well	Well	Well	Well
Surface Water	Consolidated ID	Alta ID	Alta ID	Alta ID	Consolidated ID
Property Rights	=	=	=	=	=
Financing	=	=	=	=	=
Conds. of Sale	–	=	=	=	=
Market Conds.	=	=	=	=	=
Interim Value	< $39,816	= $35,000	= $37,500	= $37,000	= $35,897
Location	–	+	+	+	+
Zoning	=	=	=	=	=
Parcel Size	=	=	=	=	=
Buildings	–	=	=	=	=
Plantings	=	=	=	=	=
Soil Quality	=	+	=	=	+
Groundwater	=	=	=	=	=
Surface Water	=	=	=	=	=
Final Indication	< $39,816	> $35,000	> $37,500	> $37,000	> $35,897

Property Value Conclusion

Considering the "highest price" definition of market value that applies in this appraisal, a unit value of $39,000 per acre is concluded. When applied to the 26.15 acre in the subject larger parcel, a total property value of $1,019,850 results.

Land Size x Value per Acre = Total Value of Larger Parcel

26.15 acres x $39,000 = $1,019,850

VALUE OF PARTS TAKEN AS PART OF THE WHOLE
Step 2

The second step in applying the State Rule of valuation is to value the portion of the property that is being taken as a part of the whole larger parcel. In this step, the contributory value of the property within the area of the takings is valued.

The portion of the subject property being taken in fee simple for use as permanent right-of-way is similar to the rest of the larger parcel in its characteristics and utility, so the same unit value of $39,000 per acre is applied to it. This results in a total value for the permanent taking as part of the whole of:

Size of Taking x Value per Acre = Value of Permanent Taking

0.46 acres x $39,000 = $17,940

VALUE OF REMAINDER AS PART OF THE WHOLE
Step 3

Step three is a simple mathematical calculation with the value of the part taken (step two) deducted from the value of the larger parcel (step one). This provides the following value for the remainder property before the taking.

Step One Value – Step Two Value = Value of Remainder Before the Taking

$1,019,850 – $17,940 = $1,001,910

VALUE OF REMAINDER AFTER THE TAKING WITHOUT BENEFITS
Step 4

This step of the valuation addresses the remainder property after the part taken has been severed from the larger parcel. Step four focuses solely on measuring the damages, if any, that will result, with no consideration of any potential benefits. Benefits will be estimated later in step six.

Losses in value to the remainder are referred to as severance damages, and they may result either from the severing of the portion acquired from the larger parcel or from the construction and use of the project for which it was taken. This latter form of damage can occur whether or not the loss is caused by a portion of the project that is physically located on the part taken.

California courts have found that some damages are not compensable and should not be included in an appraisal. These include: (1) damages to business; (2) expenses for moving personal property; (3) temporary damage to the use and occupancy of property that is reasonably incident to construction requirements; (4) damages due to annoyances and inconveniences suffered by the public generally; (5) circuity of travel caused by dividing a highway; (6) rerouting or diversion of traffic or changing of a two-

way street to a one-way street; and (7) in general, all those types of damages that can be considered to be conjectural, speculative, and remote.

In the case of the subject property, severance damages are expected to occur from the need to install a new section of irrigation pipeline and valves as well as establish new turn rows in the southern planting block. The impact of these damages on the value of the remainder property is estimated below.

Curable Damages

In instances where the severance damages may be both physically and economically corrected, the loss in value may be determined by estimating the cost to cure. This is the cost to restore an item or feature to proper condition or functionality. However, this measure of damage is only appropriate if the total cost to cure does not exceed the loss resulting from the severance damage.

Many of the damages to the subject are considered curable. For the new section of pipeline, a bid (dated October 29, 2025) has been obtained from Streamline, a local irrigation system contractor, in the amount of $15,801.

New turn rows are also needed for the southern block of Rich Magic peaches. This will require removing about 42 trees (4 trees in 9 rows plus 1 tree in 6 rows) at an estimated cost of $150 per tree, for a total of $6,300. This cost includes pushing out the trees, grinding them up, hauling away the debris, and level grading the soil in this area. When combined with the irrigation bid, the total cost to fix the curable damages is $22,101.

Permanent Damages

Damages that cannot be physically corrected or where the cost to cure exceeds the resulting loss in value are considered permanent. For the subject property, the permanent damage will be the loss of contributory value for the 42 trees that need to be removed for turn rows. This is determined by comparing the value of the subject's improved tree fruit orchard to the value of comparable vacant farmland, with the difference being the contribution of the improvements. The table below summarizes four sales of open irrigated farmland properties in the area.

COMPARABLE OPEN FARMLAND SALES
Tulare & Fresno Counties, California

Location	Sale Date	Sale Price	Land Area – Acres	Price per Acre	Water Sources
Avenue 388	8/11/2023	$837,500	33.50	$25,000	Well & Alta ID
Highland Ave.	10/8/2024	$2,225,000	89.24	$24,933	Wells & Consolidated ID
Jefferson Ave.	12/31/2024	$800,000	30.46	$26,264	Wells & Alta ID
Avenue 384	1/7/2025	$255,000	9.72	$26,235	Alta ID

Based on this data and how it compares to the subject, an open land value of around $26,000 per acre is concluded. Subtracting this from the $39,000 per acre value of the developed peach orchard leaves $13,000 per acre as the contributory value of the planting improvements. With a planting density of 415 trees per acre in this block, this would equate to a value of $31.33 per tree, which is rounded to $35 per tree. For 42 trees this equates to a value loss of:

No. of Trees x Value per Tree = TCE Tree Value

42 trees x $35 = $1,470

Final Value Conclusion for Remainder Without Benefits

When each of these losses is added together, the damages total:

Curable Damages	
Permanent Damages	$22,101
Total Severance Damages	+ $1,470
	$23,571

The final value indication for step four is concluded by deducting the damages from the remainder property value, which leads to the following value indication:

Step Three Value – Severance Damages = Remainder Without Benefits

$1,001,910 – $23,571 = $978,339

SEVERANCE DAMAGES

Step 5

The estimate of total severance damages is determined by deducting the value of the remainder after the taking but without benefits (step four) from the value of the remainder as part of the whole (step three). This results in total severance damages to the subject remainder as follows:

Step Three Value – Step Four Value = Severance Damages

$1,001,910 – $978,339 = $23,571

VALUE OF REMAINDER AFTER THE TAKING WITH BENEFITS

Step 6

Step six in the valuation process is similar to step four in that the remainder is valued in its expected condition after the partial taking and construction and use of the project in the manner proposed. However, in this step the attention is focused on the estimate of any benefits that will accrue to the remainder property in the after condition.

Benefits are the increase in value to the remainder property that result from either the taking or the project, and in California the law does not treat this positive impact any differently based on whether the benefit comes specifically to the subject property or accrues to properties in general. Benefits may only be measured using market data and, unlike damages, they may not be measured based on the cost to the owner of providing a similar benefit.

No benefits are expected to enhance the value of the subject, so the value of the remainder property after the taking with benefits is equal to the value concluded for the property in step four of $978,339.

BENEFITS TO THE REMAINDER

Step 7

The calculation of the benefits that will accrue to the remainder after the project is built and is being used is determined by simply subtracting the value indicated in step four from the value reached in step six. This results in total benefits as shown below:

Step Six Value – Step Four Value = Benefits

$978,283 – $978,283 = $0

NET DAMAGES TO THE REMAINDER

Step 8

The law allows for benefits to the remainder to be used to offset any severance damages to the remainder as a result of the project. Benefits may not be used, however, to reduce the value of the taking, so if the benefits exceed the damages, then net damages are $0.

The net damages in step eight are determined by deducting the value in step seven from the value in step five. This provides net severance damages to the remainder property as follows:

Step Five Value – Step Seven Value = Net Damages to the Remainder

$23,571 – $0 = $23,571

FINAL TOTAL VALUE OPINION

Step 9

The final total value opinion is determined by combining the value of the take area (step two) with the net damages to the remainder (step eight):

Step Two Value + Step Eight Value = Final Total Value Opinion

$17,940 + $23,571 = $41,511 ≈ $41,600

Therefore, it is my opinion that fair market value for the part taken along with any net severance damages to the remainder as of October 13, 2025 is:

FORTY-ONE THOUSAND SIX HUNDRED DOLLARS
$41,600

SUMMARY OF VALUE CONCLUSIONS

The estimate of fair market value plus net severance damages for the subject is summarized below:

1 – Value of Larger Parcel Before Taking			$1,019,850
2 – Value of Part Taken as Part of Whole		–	$17,940
3 – Value of Remainder as Part of Whole		=	$1,001,910
4 – Value of Remainder Without Benefits:			
Remainder Property Value	$1,001,910		
Curable Damages	$22,101		
Permanent Damages	– $1,470		
5 – Severance Damages:		–	$978,339
Step Three Value	$1,001,910		
Step Four Value	– $978,339		
Total Severance Damages		=	$23,571
6 – Value of Remainder With Benefits:			
Property Value	$978,339		
Benefits	+ $0		
7 – Benefits to the Remainder:			$978,339
Step Six Value	$978,339		
Step Four Value	– $978,339		
8 – Net Damages to the Remainder:			$0
Step Five Value	$23,571		
Step Seven Value	– $0		
9 – Estimate of Just Compensation:			$23,571
Step Two Value	$17,940		
Step Eight Value	+ $23,571		
Final Total Value Opinion			
	Rounded to		$41,511
			$41,600

ADDENDA

HopperCompany
Real Property Valuation

QUALIFICATIONS OF KEITH J. HOPPER
MAI, R/W-AC, AI-GRS

Professional Designations & Licenses

- MAI designation – Member of the Appraisal Institute
- R/W-AC designation – Appraisal Certification of the International Right of Way Association
- AI-GRS designation – General Review Specialist of the Appraisal Institute
- California Certified General Real Estate Appraiser: Certificate No. AG002559
- California Real Estate Broker's License: License No. 01105905

Education

- California State University, Fresno: B.S. Degree, Business Admin. - Real Estate and Urban Land Economics
- Appraisal Institute:
  - Real Estate Appraisal Principles & Basic Valuation Procedures
  - Capitalization Theory & Techniques
  - Case Studies in Real Estate Valuation
  - Report Writing and Valuation Analysis
  - Standards of Professional Practice, National USPAP Update, & California Laws and Regulations
  - Advanced Sales Comparison and Cost Approaches
  - Land Valuation Assignments and Adjustment Procedures & Subdivision Valuation
  - General Appraiser Market Analysis and Highest & Best Use
  - Real Estate Finance, Statistics, and Valuation Modeling
  - Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
  - Litigation Professional Development Program:
    - Litigation Valuation Overview
    - Litigation Appraising – Specialized Topics and Applications
    - Condemnation Appraising
    - Advanced Condemnation Appraising
  - Review Theory – General
  - IRS, Loss, Gift & Estate Valuations
- International Right of Way Association:
  - Ethics and the Right of Way Profession & Standards of Practice for the Right of Way Profession
  - Principles of Real Estate Appraisal
  - Appraisal of Partial Acquisitions
  - Easement Valuation & Legal Aspects of Easements
  - Reviewing Appraisals in Eminent Domain
  - Problems in the Valuation of Partial Acquisitions
  - Corridor Valuation
- American Society of Farm Managers and Rural Appraisers:
  - Integrated Approaches to Value
  - Best Practices for Rural Property Appraisals
  - Highest and Best Use
  - Valuation of Permanent Plantings in Changing Markets

Appraisal Experience

Actively engaged in appraisal in the Central Valley since 1989. Appraised many types of commercial, industrial, residential, apartment, subdivision, land, agricultural, and special purpose properties. Clients include:

- Government: U.S. Postal Service, U.S. Navy, U.S. Marshall's Office, Calif. Dept. of Forestry, Calif. Dept. of Transportation, Resolution Trust Corp., Federal Deposit Insurance Corp.,
- Cities: County of Tulare, County of Kings, Administrative Office of the Courts
- Schools: Visalia, Tulare, Porterville, Dinuba, Exeter, Woodlake, Lindsay, Farmersville, Hanford, Kingsburg, Bakersfield, Reedley
- Lenders: Visalia Unified, Hanford Elementary, Central Valley Christian, College of the Sequoias, Tulare City Schools, Tulare High School District, Liberty Elementary, Porterville Unified, Burton School District, Alta Vista School District, Tulare County Office of Education
- Corporations: Wells Fargo, Union Bank, J.P. Morgan, Bank of the Sierra, Comerica Bank, Westamerica Bank, Key Bank, Rabobank, Housing Capital Co., Citizens Business Bank, Premier Valley Bank, RBC Builder Finance, Farm Credit West, Kingsburg Land Bank, Bank of the West, Suncrest Bank, Central Valley Community Bank, Evangelical Christian Credit Union, United Security Bank, Mission Bank, Tri Counties Bank, Fresno First Bank
- Insurance Companies: Kraft General Foods, Chevron USA, McDonald's Corp., Wal-Mart Stores, Campbell Soup Co., Pepsi Cola Co., Southern Pacific Railroad, Jostens, Payless Cashways, Frito Lay, Southland Corp., RR Donnelley, Leprino Foods, California Dairies, Sun Maid
- Attorneys: Nationwide Mutual Insurance Co., Chicago Title Insurance Co., Ticor Title Insurance Co., Fidelity National Title Co., Westchester Casualty McGregor Dahl Sullivan & Klug, Navy Exchange Service Command, Johnson & Black, Hurley & Laird, Williams Jordan & Broderson, Paul Hastings Janofsky & Walker, Houk & Hornburg, Baker Manock & Jensen, Griswold LaSalle Cobb Dowd & Gin, Dowling Aaron & Keeler, Herr Pedersen & Berglund, Peltzer & Richardson, Hooper Lundy & Bookman, McCormick Barstow, Kahn Soares & Conway, Ruddell Stanton & Bixler, Sullivan McGregor & Doerr, Lozano Smith
- Utilities: Southern California Edison, California Water Service Co., Southern California Gas
- Right-of-Way Firms: Universal Field Services, Bender Rosenthal, Paragon Partners, Tarvin & Associates, Hamner Jewell & Associates, Overland Pacific & Cutler, Monument
- Churches: Methodist, Baptist, Calvary Chapel, Nazarene, Mennonite, Catholic, Lutheran, Grace Community, Living Christ, Bethel Assembly, New Hope, Praise Center
- Health Care: Kaweah Health, Tulare Regional MC, Sierra View District Local HCD, Tulare Community Health Clinic, Visalia Medical Clinic, Family Health Care Network
- Other: YMCA, Farm Bureau, Housing Authority, Tulare Irrigation District, International Agri-Center, Visalia Rescue Mission, Owens Valley CDC

Litigation Experience

Appraised properties on behalf of private and public agency clients for eminent domain, bankruptcy, divorce, and other matters involving litigation. Have given depositions, appeared at mediation and arbitration hearings, and qualified as an expert witness in Tulare County, Kings County, and Kern County Superior Courts; Kings County Board of Equalization; and Federal Bankruptcy Court.

Condemnation Experience

Appraised hundreds of properties involved in full or partial takings on behalf of public agencies, right-of-way firms, law firms, and private property owners. Projects have included road widenings, bridges, overcrossings and undercrossings, utility installations, permanent and temporary easements, railroad corridors, lake expansions, and others.

PLACER TITLE COMPANY
A MOTHER LODE COMPANY

Placer Title Company
7700 N. Palm, Suite 101
Fresno, CA 93711
Phone: (559)261-2910
Fax: (559) 261-2963

Order No.: P-620458
Reference: follow
Escrow Officer: Darryl Evans
Email: devans@placertitle.com
Email Loan Docs To: Team2110comm@placertitle.com

Update (Version 1)

Proposed Insured:
Proposed Loan Amount:

Proposed Underwriter: First American Title Insurance Company

Property Address: APN: 012-160-032 CA

PRELIMINARY REPORT

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

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

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

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

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

Dated: April 18, 2025 at 7:30AM
Title Officer: Val Lasky

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

2021 ALTA Standard Owners Policy

2021 ALTA Extended Loan Policy

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

Fee Simple

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

Joseph G. Warkentin, Trustee of the Dennis and Elizabeth Warkentin Living Trust created on September 26, 2007

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

See Exhibit "A" Attached for Legal Description

Exhibit "A"
Legal Description

The land described herein is situated in the State of California, County of Tulare, unincorporated area, described as follows:

The South half of the North half of Lot 25 and the South half of Lot 25 of Level Orchard Land Colony, in Section 10, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, as per map recorded January 30, 1889 in Book 3, Page 44 of Maps, in the Office of the Tulare County Recorder.

Excepting therefrom the South 40 feet of the South Half of said Lot 25, as conveyed to the County of Tulare in Grant Deed recorded May 27, 1949 in Book 1369, Page 11 of Official Records.

Also excepting therefrom that portion thereof conveyed to the County of Tulare in Grant Deed recorded May 13, 2008 as Document No. 2008-0034029 of Official Records.

APN: 012-160-032-000

EXCEPTIONS

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

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2025-2026, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.

   NOTE: (For proration purposes only)

   Taxes, special and general, assessment districts and service areas for the Fiscal Year 2024-2025

1st Installment:	$1,784.34	PAID
2nd Installment:	$1,784.34	PAID
Parcel Number:	012-160-032-000	
Code Area:	077-003	
Land Value:	$61,025.00	
Improvements:	$113,152.00	
Exemption:	$0.00	

3. Any taxes or assessments levied by:

   A. Alta Irrigation District

4. The effect of a map purporting to show the land and other property, filed February 23, 1944 in Book 8, Page 7 of Record of Surveys.
   Document Link

5. An agreement pursuant to the California Land Conservation Act of 1965, placing the herein described property within Agricultural Preserve No. 2020, executed by the County of Tulare and Jack Carrara and Teresa Carrara, recorded February 26, 1971, Document No. 9568 in Book 2952, Page 560, Official Records.
   Document Link

   An agreement to modify the terms and provisions of said instrument, recorded December 5, 2011, Document No. 2011-0075369, Official Records.
   Document Link

   An agreement to modify the terms and provisions of said instrument, recorded December 17, 2013, Document No. 2013-0079674, Official Records.
   Document Link

6. The effect of a map purporting to show the land and other property, filed December 14, 2018 in Book 34, Page 95 of Record of Surveys.
   Document Link

7. Riparian or water rights, claims, or title to water whether or not shown by the Public Records.

8. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

9. Rights of the public and of the County of Tulare, as to that portion of the herein described property lying within Avenue 416 and Road 56, public roads.

10. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

11. The requirement that Placer Title Company be provided with a Free and Clear Affidavit-Verification of Unencumbered Property executed by the vestee(s) herein.

12. Terms, provisions and conditions of that certain trust agreement referred to in the vesting herein. We will require that a completed, signed and notarized trust certification pursuant to Section 18100.5 of the Probate Code be submitted prior to closing. If trustee is deceased, incompetent or has resigned, both a trust certification, signed by successor trustee and copies of the entire trust including any amendments must be submitted for review prior to closing.

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

*** CHAIN OF TITLE REPORT:

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

*** LENDER'S SUPPLEMENTAL ADDRESS REPORT:

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

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

APN: 012-160-032 CA

***NOTICE REGARDING MAPS

Any maps provided herewith are for reference only. The property and/or easements shown are but approximations, and no assurances are given as to accuracy, reliability, dimensions or acreage. This will not limit the coverage provided by a CLTA 116, 116.1 or 116.03 endorsement if issued to the policy.

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's

checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

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

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

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

STREAMLINE

3630 Avenue 384
Kingsburg, CA 93631
559-897-1516

Quote

Date:	Quote #
10/29/2025	11798

Name / Address
Wiebe Farms, Inc. 42204 Road 52 Reedley, CA 93654

Description	Qty	Amount
AVE. 416 AND RD 56 PIPELINE RELOCATION.		
10 INCH 80 PIP PIPE GASKETED	600	
10 INCH STARTER COUPLER PIP	1	
10 INCH ELBOW 22 1/2 DEG ELBOW 100 PIP	2	
10 INCH ELBOW 45D ELBOW 100 PIP	1	
10 INCH ELBOW 90D ELBOW 100 PIP	1	
10 X 6 IN LOW HEAD SADDLE	11	
6 INCH CLOVER VALVE FOR PVC-TYPE 4 FRAME WITH ACME THREAD(P/N F020-60005)	11	
10 INCH CONCRETE POT W/ 2 - 3 INCH GG @ 1-1/2 FT (PER EACH)	11	
PLASTIC CEMENT 94LB BAG	5	
WASHED SAND 80LB BAG	5	
INSTALLATION STREAMLINE IRRIGATION	1	

Subtotal	15,616.71
SALES TAX	184.02
Total	15,800.73

City Council Staff Report

Department: CITY MANAGER'S OFFICE — July 14, 2026

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Lupe Montejano, Billing Supervisor/Deputy City Clerk

Subject: Warrant Register June 26, 2026, July 2, & 10, 2026 (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:

1. WR 6.26.26
2. WR 7.2.26
3. WR 7.10.26

Accounts Payable Invoice Report

G/L Date Range 06/21/26 - 06/26/26
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **385 - 4 Creeks, Inc.**									
4C007755	4 Creeks Los Prados East	Paid by Check #58076		02/21/2025	06/26/2026	06/26/2026		06/26/2026	739.00
4C008448	4 Creeks Los Prados East	Paid by Check #58076		03/28/2025	06/26/2026	06/26/2026		06/26/2026	85.50
4C010265	4 Creeks Castle Rock Subdivision	Paid by Check #58076		07/21/2025	06/26/2026	06/26/2026		06/26/2026	703.50
			Vendor **385 - 4 Creeks, Inc.** Totals			Invoices	3		$1,528.00
Vendor **479 - Able Industries, Inc.**									
526043	Grounds Maintenance	Paid by Check #58077		05/31/2026	06/26/2026	06/26/2026		06/26/2026	825.00
			Vendor **479 - Able Industries, Inc.** Totals			Invoices	1		$825.00
Vendor **263 - Advantek Benefit Administrators**									
2606 011	FY 2026 June 2026	Paid by Check #58078		06/15/2026	06/26/2026	06/26/2026		06/26/2026	106,117.57
			Vendor **263 - Advantek Benefit Administrators** Totals			Invoices	1		$106,117.57
Vendor **522 - Allstar Towing**									
42284	PD - 9LKB540 /DF2600792	Paid by Check #58079		03/19/2026	06/26/2026	06/26/2026		06/26/2026	300.00
42392	PD - 81113Y3 / DF2601270	Paid by Check #58079		04/21/2026	06/26/2026	06/26/2026		06/26/2026	250.00
			Vendor **522 - Allstar Towing** Totals			Invoices	2		$550.00
Vendor **1807 - AM Consulting Engineers, INC**									
2026-184	Urban Water Management Plan	Paid by Check #58080		06/05/2026	06/26/2026	06/26/2026		06/26/2026	8,480.00
			Vendor **1807 - AM Consulting Engineers, INC** Totals			Invoices	1		$8,480.00
Vendor **119 - American Backflow Specialties**									
INV70412	SENSING HOSE FY 25/26	Paid by Check #58081		02/23/2026	06/26/2026	06/26/2026		06/26/2026	271.74
			Vendor **119 - American Backflow Specialties** Totals			Invoices	1		$271.74
Vendor **351 - Anthem Blue Cross**									
000446659102	FY 2027 Tyler 141A75193 7/01/26-7/31/26	Paid by Check #58082		06/07/2026	06/26/2026	06/26/2026		06/26/2026	356.33
			Vendor **351 - Anthem Blue Cross** Totals			Invoices	1		$356.33
Vendor **17 - AT&T**									
250127196106/26	FY 25/26 Telephone 06/01/26-06/30/26	Paid by Check #58084		06/01/2026	06/26/2026	06/26/2026		06/26/2026	71.26
939105447506/26	Telephone 05/10/26-06/09/26	Paid by Check #58091		06/10/2026	06/26/2026	06/26/2026		06/26/2026	32.14
939105447606/26	FY 25/26 05/11/26-06/10/26	Paid by Check #58088		06/10/2026	06/26/2026	06/26/2026		06/26/2026	32.14
939106901206/26	Telephone 05/10/26-06/09/26	Paid by Check #58093		06/10/2026	06/26/2026	06/26/2026		06/26/2026	84.06
939105446106/26	FY 25/26 Telephone 05/11/26-06/10/26	Paid by Check #58085		06/11/2026	06/26/2026	06/26/2026		06/26/2026	32.14
939105446206/26	Telephone 05/11/26-06/10/26	Paid by Check #58090		06/11/2026	06/26/2026	06/26/2026		06/26/2026	32.14
939105446606/26	FY 25/26 Telephone 05/11/26-06/10/26	Paid by Check #58086		06/11/2026	06/26/2026	06/26/2026		06/26/2026	32.18
939105446706/26	FY 25/26 05/11/26-06/10/26	Paid by Check #58087		06/11/2026	06/26/2026	06/26/2026		06/26/2026	62.72
9391054740 06/26	PD - 05/11/2026 - 06/10/2026 Billing Charges	Paid by Check #58083		06/11/2026	06/26/2026	06/26/2026		06/26/2026	304.86
939105474406/26	Telephone 05/11/26-06/10/26	Paid by Check #58092		06/11/2026	06/26/2026	06/26/2026		06/26/2026	253.99
939105475606/26	FY 25/26 Telephone 05/11/26-06/10/26	Paid by Check #58089		06/11/2026	06/26/2026	06/26/2026		06/26/2026	360.96
			Vendor **17 - AT&T** Totals			Invoices	11		$1,298.59

Accounts Payable Invoice Report

G/L Date Range 06/21/26 - 06/26/26
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 **1901 - Big State Industrial Supply, Inc.**									
1635336	BSI SUPPLIES FY 25/26	Paid by Check #58094		06/03/2026	06/26/2026	06/26/2026		06/26/2026	347.54
		Vendor **1901 - Big State Industrial Supply, Inc.** Totals				Invoices	1		$347.54
Vendor **2313 - Blue Shield of CA**									
REF2936861-01-01	Refund 2936861-01-01	Paid by Check #58095		06/24/2026	06/26/2026	06/26/2026		06/26/2026	3,076.10
		Vendor **2313 - Blue Shield of CA** Totals				Invoices	1		$3,076.10
Vendor **333 - Cintas Corporation No. 2**									
5343225103	FY25/26-Comm. Srvcs.-Safety Supplies-First Aid restock	Paid by Check #58096		06/22/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	12.23
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	1		$12.23
Vendor **8 - City of Dinuba**									
PettyCash 6/2026	Reimbursement	Paid by Check #58097		06/16/2026	06/26/2026	06/26/2026		06/26/2026	200.00
PCS-25-26PettyCA	FY25/26-Comm. Srvsl-25-26 Petty Cash reimb.-	Paid by Check #58099		06/18/2026	06/26/2026	06/26/2026	06/18/2026	06/26/2026	5.10
Petty Cash 25/26	PW- Petty Cash 25/26	Paid by Check #58098		06/22/2026	06/26/2026	06/26/2026		06/26/2026	186.24
		Vendor **8 - City of Dinuba** Totals				Invoices	3		$391.34
Vendor **125 - College of the Sequoias**									
849	PD - Drug & Alcohol Influence Recognition #4 - Omar Lua	Paid by Check #58100		05/15/2026	06/26/2026	06/26/2026		06/26/2026	125.00
		Vendor **125 - College of the Sequoias** Totals				Invoices	1		$125.00
Vendor **170 - Comcast**									
0148160 06/11/26	FY 25/26 & FY 26/27 1390 E Elizabeth Way OFC 06/16/26-07/15/26	Paid by Check #58101		06/11/2026	06/26/2026	06/26/2026		06/26/2026	311.27
0148178 06/12/26	FY 25/26 & FY 26/27 680 S Alta Ave OFC 06/17/26-07/16/26	Paid by Check #58102		06/12/2026	06/26/2026	06/26/2026		06/26/2026	260.96
		Vendor **170 - Comcast** Totals				Invoices	2		$572.23
Vendor **36 - Ewing Irrigation Products**									
30541299	FY25/26-L&L/Parks-Irrigation parts/supplies-Parkside	Paid by Check #58103		06/02/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	25.39
30541330	FY25/26-L&L/Parks-Irrigation parts/supplies-Parkside	Paid by Check #58103		06/02/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	137.46
30646641	FY25/26-Parks-Irrigation parts/supplies	Paid by Check #58103		06/09/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	203.23
30673309	FY25/26-L&L/Parks-Irrigation parts/supplies-Muirfield	Paid by Check #58103		06/11/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	177.30
30684341	FY25/26-L&L/Parks-Irrigation parts/supplies-Muirfield	Paid by Check #58103		06/11/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	25.39
30684445	FY25/26-Parks-Irrigation parts/supplies	Paid by Check #58103		06/11/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	25.80
30743802	FY25/26-L&L/Parks-Irrigation parts/supplies-Muirfield	Paid by Check #58103		06/16/2026	06/26/2026	06/26/2026	06/18/2026	06/26/2026	206.54
30758979	FY25/26-L&L/Parks-Irrigation parts/supplies-Viscaya	Paid by Check #58103		06/17/2026	06/26/2026	06/26/2026	06/18/2026	06/26/2026	156.12

Accounts Payable Invoice Report

G/L Date Range 06/21/26 - 06/26/26
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
30759037	FY25/26-Parks-Irrigation	Paid by Check #58103		06/17/2026	06/26/2026	06/26/2026	06/18/2026	06/26/2026	103.47
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices	9		$1,060.70
Vendor **2031 - FCON3 Inc**									
1152	t&m rail rd. water line repair	Paid by Check #58104		06/16/2026	06/26/2026	06/26/2026		06/26/2026	5,712.00
		Vendor **2031 - FCON3 Inc** Totals				Invoices	1		$5,712.00
Vendor **2064 - Ferguson Enterprises, LLC**									
0062568	Meters	Paid by Check #58105		06/09/2026	06/26/2026	06/26/2026		06/26/2026	2,497.03
		Vendor **2064 - Ferguson Enterprises, LLC** Totals				Invoices	1		$2,497.03
Vendor **1490 - Jorge Gonzalez**									
060206052026JG	PD - Perishable Skills Training / Lunch Reimbursement	Paid by Check #58106		06/22/2026	06/26/2026	06/26/2026		06/26/2026	48.46
		Vendor **1490 - Jorge Gonzalez** Totals				Invoices	1		$48.46
Vendor **2113 - Green Pro Solutions**									
28932	Crack Seal	Paid by Check #58107		06/16/2026	06/26/2026	06/26/2026		06/26/2026	1,282.60
		Vendor **2113 - Green Pro Solutions** Totals				Invoices	1		$1,282.60
Vendor **2012 - Guzman, Juan**									
060806122026JG	PD - Drone Operator Training / Lunch Reimbursement	Paid by Check #58108		06/22/2026	06/26/2026	06/26/2026		06/26/2026	60.96
		Vendor **2012 - Guzman, Juan** Totals				Invoices	1		$60.96
Vendor **1431 - Patricia Hartman**									
July 2026	FY 2027 Anthem Reimb 7/1/26-7/31/26	Paid by Check #58109		06/19/2026	06/26/2026	06/26/2026		06/26/2026	165.40
		Vendor **1431 - Patricia Hartman** Totals				Invoices	1		$165.40
Vendor **174 - Howard's Pest Control**									
138671	Howards Pest- Old PW Building	Paid by Check #58110		06/09/2026	06/26/2026	06/26/2026		06/26/2026	77.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	1		$77.00
Vendor **106 - J's Communciation Inc.**									
75041	PD - Comm. Room / Parts, Repairs & Maintenance Service	Paid by Check #58111		06/19/2026	06/26/2026	06/26/2026		06/26/2026	5,698.51
		Vendor **106 - J's Communciation Inc.** Totals				Invoices	1		$5,698.51
Vendor **253 - Jam Services Inc.**									
202074	power module fy 25/26	Paid by Check #58112		04/30/2026	06/26/2026	06/26/2026		06/26/2026	282.10
202075	diagnose and repair fy 25/26	Paid by Check #58112		04/30/2026	06/26/2026	06/26/2026		06/26/2026	1,348.55
		Vendor **253 - Jam Services Inc.** Totals				Invoices	2		$1,630.65
Vendor **1718 - JCL Company, LLC**									
04212628027	shop tools	Paid by Check #58113		04/21/2026	06/26/2026	06/26/2026		06/26/2026	91.14
06022628832	shop tools	Paid by Check #58113		06/02/2026	06/26/2026	06/26/2026		06/26/2026	314.60
		Vendor **1718 - JCL Company, LLC** Totals				Invoices	2		$405.74
Vendor **6 - Jim Manning Dodge Inc.**									
170616DOR	P-92 FY 25/26	Paid by Check #58114		06/16/2026	06/26/2026	06/26/2026		06/26/2026	490.77
		Vendor **6 - Jim Manning Dodge Inc.** Totals				Invoices	1		$490.77
Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.**									

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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
345517	FY2026 Miscellaneous	Paid by Check #58115		06/05/2026	06/26/2026	06/26/2026		06/26/2026	72.00
		Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.** Totals				Invoices	1		$72.00
Vendor **1536 - Kings River Casting, Inc.**									
38858	FY25/26-Parks-Empt-Expended Metal Green/Black tables/seats	Paid by Check #58116		06/22/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	7,472.12
		Vendor **1536 - Kings River Casting, Inc.** Totals				Invoices	1		$7,472.12
Vendor **449 - Les Schwab Tire Centers of Central California**									
55100388247	PD-08 FY 25/26	Paid by Check #58117		06/15/2026	06/26/2026	06/26/2026		06/26/2026	99.99
55100388346	PD-39 FY 25/26	Paid by Check #58117		06/16/2026	06/26/2026	06/26/2026		06/26/2026	99.99
55100388491	T-42 FY25/26	Paid by Check #58117		06/19/2026	06/26/2026	06/26/2026		06/26/2026	99.99
		Vendor **449 - Les Schwab Tire Centers of Central California** Totals				Invoices	3		$299.97
Vendor **89 - Liebert Cassidy Whitmore**									
324278	FY 2027 DI030-10000 Membership/Subscription	Paid by Check #58118		06/13/2026	06/26/2026	06/26/2026		06/26/2026	3,195.00
		Vendor **89 - Liebert Cassidy Whitmore** Totals				Invoices	1		$3,195.00
Vendor **2266 - Miracle Playground Sales of Southern California LL**									
223489	MPS2096 Shade Systems Entertainment Plaza Clean California	Paid by Check #58119		06/22/2026	06/26/2026	06/26/2026		06/26/2026	157,765.36
		Vendor **2266 - Miracle Playground Sales of Southern California LL** Totals				Invoices	1		$157,765.36
Vendor **504 - NVB Equipment Inc.**									
DI13675	E-32 FY 25/26	Paid by Check #58120		06/12/2026	06/26/2026	06/26/2026		06/26/2026	359.00
		Vendor **504 - NVB Equipment Inc.** Totals				Invoices	1		$359.00
Vendor **142 - ODP Business Solutions, LLC**									
469317158001	odp office supplies FY 25/26	Paid by Check #58121		06/04/2026	06/26/2026	06/26/2026		06/26/2026	732.55
470537978001	OFFICE SUPPLIES	Paid by Check #58121		06/05/2026	06/26/2026	06/26/2026		06/26/2026	52.60
470537980001	OFFICE SUPPLIES	Paid by Check #58121		06/05/2026	06/26/2026	06/26/2026		06/26/2026	45.30
468489731001	PD - Supplies	Paid by Check #58121		06/08/2026	06/26/2026	06/26/2026		06/26/2026	485.92
468726777001	PD - Supplies	Paid by Check #58121		06/08/2026	06/26/2026	06/26/2026		06/26/2026	81.73
		Vendor **142 - ODP Business Solutions, LLC** Totals				Invoices	5		$1,398.10
Vendor **1708 - James Olvera**									
July 2026	FY 2027 Anthem Reimb 7/1/26-7/31/26	Paid by Check #58122		06/19/2026	06/26/2026	06/26/2026		06/26/2026	349.64
		Vendor **1708 - James Olvera** Totals				Invoices	1		$349.64
Vendor **781 - Omega Industrial Supply Inc.**									
170393	Supplies	Paid by Check #58123		06/15/2026	06/26/2026	06/26/2026		06/26/2026	1,980.33
		Vendor **781 - Omega Industrial Supply Inc.** Totals				Invoices	1		$1,980.33
Vendor **836 - OPTERRA Energy Services, LLC**									
90071769	Service Contract	Paid by Check #58124		02/07/2025	06/26/2026	06/26/2026		06/26/2026	26,732.21
		Vendor **836 - OPTERRA Energy Services, LLC** Totals				Invoices	1		$26,732.21
Vendor **76 - Pacific Gas & Electric**									
2848783828706/26	L & L 1455 S Crawford Ave 05/07/26-06/05/26	Paid by Check #58126		06/06/2026	06/26/2026	06/26/2026		06/26/2026	1.41

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7748430711906/26	PARKS-1133 S COLLEGE INYO & M ST 05/07/26-06/05/26	Paid by Check #58127		06/06/2026	06/26/2026	06/26/2026		06/26/2026	32.14
8607273249706/26	L & L 1001 E El Paso Ave 05/07/26-06/05/26	Paid by Check #58128		06/06/2026	06/26/2026	06/26/2026		06/26/2026	33.57
1693144969406/26	Parks- N/KAMM E/Green 05/08/26 -06/07/26	Paid by Check #58125		06/08/2026	06/26/2026	06/26/2026		06/26/2026	25.46
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	4		$92.58
Vendor **275 - Proforce Marketing Inc.**									
604009	PD - Supplies	Paid by Check #58129		06/16/2026	06/26/2026	06/26/2026		06/26/2026	185.47
		Vendor **275 - Proforce Marketing Inc.** Totals				Invoices	1		$185.47
Vendor **1944 - Quadient, Inc**									
18068455	NEW POSTAGE MACHINE PURCHASE	Paid by Check #58130		06/08/2026	06/26/2026	06/26/2026		06/26/2026	4,488.92
		Vendor **1944 - Quadient, Inc** Totals				Invoices	1		$4,488.92
Vendor **9 - Quinn Company**									
PC150109125	PD GENERATOR FY 25/26	Paid by Check #58131		06/10/2026	06/26/2026	06/26/2026		06/26/2026	240.66
WON50037323	PD GENERATOR	Paid by Check #58131		06/22/2026	06/26/2026	06/26/2026		06/26/2026	466.04
		Vendor **9 - Quinn Company** Totals				Invoices	2		$706.70
Vendor **2043 - R3 Consulting Group, Inc**									
125329	R3- SB1383 Gap Analysis+ Program Implementation	Paid by Check #58132		06/01/2026	06/26/2026	06/26/2026		06/26/2026	807.50
		Vendor **2043 - R3 Consulting Group, Inc** Totals				Invoices	1		$807.50
Vendor **1099 - Ramirez Mobile Car Wash Inc.**									
182	PD - U#40 Removal of Stickers	Paid by Check #58133		06/15/2026	06/26/2026	06/26/2026		06/26/2026	250.00
		Vendor **1099 - Ramirez Mobile Car Wash Inc.** Totals				Invoices	1		$250.00
Vendor **221 - Rene G. Ortega Concrete**									
2131	Ashely Basin-Block Walk	Paid by Check #58134		06/22/2026	06/26/2026	06/26/2026		06/26/2026	6,500.00
		Vendor **221 - Rene G. Ortega Concrete** Totals				Invoices	1		$6,500.00
Vendor **1691 - Serviam by Wright LLP**									
33602	740 Harvard- Services for April/May 2026	Paid by Check #58135		06/01/2026	06/26/2026	06/26/2026		06/26/2026	2,849.40
		Vendor **1691 - Serviam by Wright LLP** Totals				Invoices	1		$2,849.40
Vendor **1314 - Shar-Craft Inc.**									
57098	RAS/WAS PUMP #3 FY 25/26	Paid by Check #58136		06/03/2026	06/26/2026	06/26/2026		06/26/2026	387.35
		Vendor **1314 - Shar-Craft Inc.** Totals				Invoices	1		$387.35
Vendor **61 - Silvas Oil Company Inc.**									
629925	diesel fuel fy 25/26	Paid by Check #58137		06/18/2026	06/26/2026	06/26/2026		06/26/2026	1,747.07
		Vendor **61 - Silvas Oil Company Inc.** Totals				Invoices	1		$1,747.07
Vendor **2214 - Standard Insurance Company**									
11013081	FY 2027 7/01/26-8/01/26	Paid by Check #58138		06/10/2026	06/26/2026	06/26/2026		06/26/2026	685.76
		Vendor **2214 - Standard Insurance Company** Totals				Invoices	1		$685.76
Vendor **940 - Sunbelt Rentals, Inc.**									
182678538-0002	auger bit fy 25/26	Paid by Check #58139		06/01/2026	06/26/2026	06/26/2026		06/26/2026	313.98

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			Vendor **940 - Sunbelt Rentals, Inc.** Totals			Invoices 1			$313.98
Vendor **2084 - Superior Plus Energy Services Inc**									
37281721	3018 Ridge Creek	Paid by Check #58140		06/05/2026	06/26/2026	06/26/2026		06/26/2026	427.69
			Vendor **2084 - Superior Plus Energy Services Inc** Totals			Invoices 1			$427.69
Vendor **1442 - Superior Pool Products, LLC**									
Q2035228	Superior Pool- Sodium	Paid by Check #58141		06/10/2026	06/26/2026	06/26/2026		06/26/2026	1,373.07
			Vendor **1442 - Superior Pool Products, LLC** Totals			Invoices 1			$1,373.07
Vendor **2066 - Terminix Commercial**									
472804552	PD - Pest Control Service	Paid by Check #58142		06/05/2026	06/26/2026	06/26/2026		06/26/2026	96.43
			Vendor **2066 - Terminix Commercial** Totals			Invoices 1			$96.43
Vendor **2202 - Toasty Graphix**									
Rec031	FY25/26-Sports-Lifeguard staff shirts/uniforms	Paid by Check #58143		06/19/2026	06/26/2026	06/26/2026	06/19/2026	06/26/2026	105.00
			Vendor **2202 - Toasty Graphix** Totals			Invoices 1			$105.00
Vendor **2304 - Town & Country Scales, Phoenix Scales**									
219268	WWTP FY 25/26	Paid by Check #58144		05/20/2026	06/26/2026	06/26/2026		06/26/2026	715.28
			Vendor **2304 - Town & Country Scales, Phoenix Scales** Totals			Invoices 1			$715.28
Vendor **1736 - Andrew Trevino**									
SNL2026-06	FY25/26-Special Events-SNL/Summ. Concerts Ent. 6/26/2	Paid by Check #58145		06/22/2026	06/26/2026	06/26/2026		06/26/2026	1,200.00
			Vendor **1736 - Andrew Trevino** Totals			Invoices 1			$1,200.00
Vendor **49 - Tulare County**									
262720	FY25/26-Special Events-Annual Temp Food multiple event permit	Paid by Check #58146		06/01/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	641.00
REF2755853-01-01	Refund 2755853-01-01	Paid by Check #58147		06/24/2026	06/26/2026	06/26/2026		06/26/2026	55.22
			Vendor **49 - Tulare County** Totals			Invoices 2			$696.22
Vendor **2296 - Tulare Police Explorer Post #299**									
2026ACADEMY	PD - Explorers Academy Registration '2026'	Paid by Check #58148		06/08/2026	06/26/2026	06/26/2026		06/26/2026	325.00
			Vendor **2296 - Tulare Police Explorer Post #299** Totals			Invoices 1			$325.00
Vendor **273 - US Bank**									
06/18/2026	Safe Drinking Water State Revolving Fund	Paid by EFT #4107		06/18/2026	06/26/2026	06/26/2026		06/26/2026	224,124.99
			Vendor **273 - US Bank** Totals			Invoices 1			$224,124.99
Vendor **154 - USA Bluebook**									
INV01073636	USA BLUEBOOK FY 25/26	Paid by Check #58149		06/12/2026	06/26/2026	06/26/2026		06/26/2026	873.37
			Vendor **154 - USA Bluebook** Totals			Invoices 1			$873.37
Vendor **354 - Verizon Wireless**									
6145550640	Verizon pw FY 25/26	Paid by Check #58151		06/07/2026	06/26/2026	06/26/2026		06/26/2026	1,364.90
6145732377	PD - 05/11/2026 - 06/10/2026 Billing Charges	Paid by Check #58150		06/10/2026	06/26/2026	06/26/2026		06/26/2026	2,082.73
6146107555	HR/Finance 05/15/26-06/14/26	Paid by Check #58152		06/14/2026	06/26/2026	06/26/2026		06/26/2026	166.58
6146107556	CMO/Council 05/15/26-06/14/26	Paid by Check #58153		06/14/2026	06/26/2026	06/26/2026		06/26/2026	267.35

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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 **354 - Verizon Wireless** Totals			Invoices	4		$3,881.56
Vendor **21 - Vestis Services LLC**									
5031738616	FY25/26-Parks-Uniform Allowance - Parks staff-Wk. of 6/17/26	Paid by Check #58154		06/17/2026	06/26/2026	06/26/2026	06/18/2026	06/26/2026	97.87
			Vendor **21 - Vestis Services LLC** Totals			Invoices	1		$97.87
Vendor **1444 - Video Inspection Specialists, Inc.**									
10306	Cleaning 10 Lift Stations	Paid by Check #58155		06/03/2026	06/26/2026	06/26/2026		06/26/2026	2,712.50
			Vendor **1444 - Video Inspection Specialists, Inc.** Totals			Invoices	1		$2,712.50
Vendor **820 - Vulcan Materials Company**									
6646280	AGG & ASPHALT FY 25/26	Paid by Check #58156		06/08/2026	06/26/2026	06/26/2026		06/26/2026	808.08
			Vendor **820 - Vulcan Materials Company** Totals			Invoices	1		$808.08
Vendor **2062 - W & E Electric**									
2605019	Newton & Davis Lift statation	Paid by Check #58157		05/15/2026	06/26/2026	06/26/2026		06/26/2026	225.00
2605020	Alta & Sequoia Lift Pump	Paid by Check #58157		05/15/2026	06/26/2026	06/26/2026		06/26/2026	150.00
2605051	Lift Pump Alta & Sequoia	Paid by Check #58157		05/22/2026	06/26/2026	06/26/2026		06/26/2026	1,460.14
2605095	W & E AERATOR #4 FY 25/26	Paid by Check #58157		05/31/2026	06/26/2026	06/26/2026		06/26/2026	3,950.00
			Vendor **2062 - W & E Electric** Totals			Invoices	4		$5,785.14
Vendor **807 - Western Alliance Bank**									
42041 06/23/26	Loan #04150142041-42041	Paid by Check #58075		06/23/2026	06/23/2026	06/23/2026		06/23/2026	368,468.26
			Vendor **807 - Western Alliance Bank** Totals			Invoices	1		$368,468.26
Vendor **1313 - Yepez Plumbing**									
11717	FY25/26-L&L/Parks-Viscaya Park-sidewalk repair-mainline repair	Paid by Check #58158		06/05/2026	06/26/2026	06/26/2026	06/16/2026	06/26/2026	2,550.00
			Vendor **1313 - Yepez Plumbing** Totals			Invoices	1		$2,550.00
Vendor **Isabel Anguiano**									
TNR2026-1	TNR - Feral Cat Trap & Release Program Voucher - Reimbursement	Paid by Check #58159		06/23/2026	06/26/2026	06/26/2026		06/26/2026	150.00
			Vendor **Isabel Anguiano** Totals			Invoices	1		$150.00
Vendor **Jonathan Gaytan**									
Rfnd-Gayt-aqua26	F25/26-Sports-Aquatics-refund- B. Gaytan. S2, L2, 11:20am, 12pm	Paid by Check #58160		06/23/2026	06/26/2026	06/26/2026	06/22/2026	06/26/2026	72.00
			Vendor **Jonathan Gaytan** Totals			Invoices	1		$72.00
			Grand Totals			Invoices	110		$976,182.41

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **263 - Advantek Benefit Administrators**									
Funding 6/19/26	FY 2026	Paid by Check #58179		06/19/2026	07/02/2026	07/02/2026		07/02/2026	70,196.00
Funding 6/26/26	FY 2026	Paid by Check #58179		06/26/2026	07/02/2026	07/02/2026		07/02/2026	81,366.58
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	2		$151,562.58
Vendor **20 - Ameritas Life Insurance**									
6/01/26-6/30/26	FY 2026 010-007745-00000	Paid by Check #58180		06/17/2026	07/02/2026	07/02/2026		07/02/2026	25,465.28
		Vendor **20 - Ameritas Life Insurance** Totals				Invoices	1		$25,465.28
Vendor **351 - Anthem Blue Cross**									
000446701032	FY 2027 Hartley 925M97595 7/1/26-7/31/26	Paid by Check #58181		06/07/2026	07/02/2026	07/02/2026		07/02/2026	390.70
		Vendor **351 - Anthem Blue Cross** Totals				Invoices	1		$390.70
Vendor **17 - AT&T**									
238451821406/26	FY 25/26 & FY 26/27 Telephone 06/07/26-07/06/26	Paid by Check #58182		06/07/2026	07/02/2026	07/02/2026		07/02/2026	64.48
		Vendor **17 - AT&T** Totals				Invoices	1		$64.48
Vendor **2095 - BCS Consulting, Inc.**									
1102	FY 2026	Paid by Check #58183		06/10/2026	07/02/2026	07/02/2026		07/02/2026	5,065.00
1103	FY 2026	Paid by Check #58183		06/10/2026	07/02/2026	07/02/2026		07/02/2026	1,949.41
		Vendor **2095 - BCS Consulting, Inc.** Totals				Invoices	2		$7,014.41
Vendor **2201 - BlueTriton Brands, Inc.**									
06E8730269225	FY 26-PD - Water Cooler Service	Paid by Check #58184		05/27/2026	07/02/2026	07/02/2026		07/02/2026	240.13
06F8730269225	FY-26-PD - Water Cooler Service	Paid by Check #58184		06/24/2026	07/02/2026	07/02/2026		07/02/2026	255.32
		Vendor **2201 - BlueTriton Brands, Inc.** Totals				Invoices	2		$495.45
Vendor **1069 - Bobcat of Fresno**									
P28744	U-03 FY 25/26	Paid by Check #58185		06/23/2026	07/02/2026	07/02/2026		07/02/2026	368.30
		Vendor **1069 - Bobcat of Fresno** Totals				Invoices	1		$368.30
Vendor **116 - BSK Associates**									
AJ14949	COLIFORM PRESENCE/ABSENCE FY 25/26	Paid by Check #58186		06/23/2026	07/02/2026	07/02/2026		07/02/2026	176.00
AJ14950	BSK NITRATE-N FY 25/26	Paid by Check #58186		06/23/2026	07/02/2026	07/02/2026		07/02/2026	43.50
		Vendor **116 - BSK Associates** Totals				Invoices	2		$219.50
Vendor **1668 - Caddyshack Rodent Service, LLC**									
8574	RODENT CONTROL FY 25/26	Paid by Check #58187		06/17/2026	07/02/2026	07/02/2026		07/02/2026	4,690.00
8600	RODENT CONTROL FY 25/26	Paid by Check #58187		06/18/2026	07/02/2026	07/02/2026		07/02/2026	665.00
		Vendor **1668 - Caddyshack Rodent Service, LLC** Totals				Invoices	2		$5,355.00
Vendor **94 - California Public Employees Retirement**									
2026-00000350	31 - 457 - Employee CalPERS $*	Paid by EFT #4110		06/04/2026	06/30/2026	06/30/2026		06/30/2026	11,046.21
2026-00000352	31 - 457 - Employee CalPERS $*	Paid by EFT #4111		06/18/2026	06/30/2026	06/30/2026		06/30/2026	11,155.16
5/17-5/30/26	05/17/26-5/30/26	Paid by EFT #4112		06/24/2026	06/30/2026	06/30/2026		06/30/2026	120,476.67
5/31-6/13/26	5/31/26-6/13/26	Paid by EFT #4113		06/24/2026	06/30/2026	06/30/2026		06/30/2026	116,043.65
		Vendor **94 - California Public Employees Retirement** Totals				Invoices	4		$258,721.69
Vendor **2319 - CalOptima Health**									

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REF3407193-01-01	CalOptima Refund 3407193-01-01	Paid by Check #58188		06/26/2026	07/02/2026	07/02/2026		07/02/2026	1,242.73
			Vendor **2319 - CalOptima Health** Totals			Invoices	1		$1,242.73
Vendor **972 - City of Sanger**									
IGT 76 - Dinuba	FY 26 March - May 2026	Paid by Check #58189		06/16/2026	07/02/2026	07/02/2026		07/02/2026	2,394.75
			Vendor **972 - City of Sanger** Totals			Invoices	1		$2,394.75
Vendor **127 - City of Visalia**									
AR109931	FY 26-PD - Vet Fees	Paid by Check #58190		05/31/2026	07/02/2026	07/02/2026		07/02/2026	134.00
			Vendor **127 - City of Visalia** Totals			Invoices	1		$134.00
Vendor **170 - Comcast**									
0191269 06/22/26	FY 25/26 & FY 26/27201 N Uruapan Way 06/27/26-07/26/26	Paid by Check #58191		06/22/2026	07/02/2026	07/02/2026		07/02/2026	390.68
			Vendor **170 - Comcast** Totals			Invoices	1		$390.68
Vendor **1992 - Melvin R Cox**									
175910	Mel Cox shopping carts FY 25/26	Paid by Check #58192		06/29/2026	07/02/2026	07/02/2026		07/02/2026	645.00
			Vendor **1992 - Melvin R Cox** Totals			Invoices	1		$645.00
Vendor **1933 - Danny's Diesel Repair**									
INV-532	U-04 FY 25/26	Paid by Check #58193		06/23/2026	07/02/2026	07/02/2026		07/02/2026	53.43
			Vendor **1933 - Danny's Diesel Repair** Totals			Invoices	1		$53.43
Vendor **77 - Department of Justice**									
055668	FY 26-PD - Blood Alcohol Analysis / May 2026	Paid by Check #58194		06/24/2026	07/02/2026	07/02/2026		07/02/2026	385.00
			Vendor **77 - Department of Justice** Totals			Invoices	1		$385.00
Vendor **2085 - Dinuba Smog Central Cali**									
20261	smog services fy 25/26	Paid by Check #58195		06/02/2026	07/02/2026	07/02/2026		07/02/2026	450.00
			Vendor **2085 - Dinuba Smog Central Cali** Totals			Invoices	1		$450.00
Vendor **309 - Elbert Distributing**									
26263770	INVENTORY FY 25/26	Paid by Check #58196		06/19/2026	07/02/2026	07/02/2026		07/02/2026	357.44
			Vendor **309 - Elbert Distributing** Totals			Invoices	1		$357.44
Vendor **701 - Brandon Enriquez**									
BRANDON1ST25	1ST PAIR OF BOOTS FY 25/26	Paid by Check #58197		06/23/2026	07/02/2026	07/02/2026		07/02/2026	118.88
			Vendor **701 - Brandon Enriquez** Totals			Invoices	1		$118.88
Vendor **23 - Entenmann-Rovin Co.**									
0209678	FY 26-PD - Cap Badges	Paid by Check #58198		06/26/2026	07/02/2026	07/02/2026		07/02/2026	2,761.10
			Vendor **23 - Entenmann-Rovin Co.** Totals			Invoices	1		$2,761.10
Vendor **1591 - Environment Control Central Cal, Inc.**									
32040-299	environment control city of Dinuba	Paid by Check #58199		06/01/2026	07/02/2026	07/02/2026		07/02/2026	11,715.00
			Vendor **1591 - Environment Control Central Cal, Inc.** Totals			Invoices	1		$11,715.00
Vendor **1244 - Fire Apparatus Solutions**									
02P2574	E-33 FY 25/26	Paid by Check #58200		06/04/2026	07/02/2026	07/02/2026		07/02/2026	117.75
02P2613	FY 26-E-32 Maintenance	Paid by Check #58200		06/15/2026	07/02/2026	07/02/2026		07/02/2026	747.70
02P2633	E-33 FY 25/26	Paid by Check #58200		06/22/2026	07/02/2026	07/02/2026		07/02/2026	661.00

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
02P2634	T-32 FY 25/26	Paid by Check #58200		06/23/2026	07/02/2026	07/02/2026		07/02/2026	1,063.60
		Vendor **1244 - Fire Apparatus Solutions** Totals				Invoices	4		$2,590.05
Vendor **82 - Freedom and Glory**									
INV150829	FLAG HEADING & GROMMETS FY 25/26	Paid by Check #58201		06/10/2026	07/02/2026	07/02/2026		07/02/2026	963.35
		Vendor **82 - Freedom and Glory** Totals				Invoices	1		$963.35
Vendor **252 - Geil Enterprises, Inc.**									
480082	TRANSIT CENTER FY 26/27	Paid by Check #58202		07/01/2026	07/02/2026	07/02/2026		07/02/2026	885.00
480198	CNG FUELING FACLITY FY 26/27	Paid by Check #58202		07/01/2026	07/02/2026	07/02/2026		07/02/2026	348.00
480199	WATER TOWER FY 26/27	Paid by Check #58202		07/01/2026	07/02/2026	07/02/2026		07/02/2026	240.00
480200	PUBLIC WORKS FY 26/27	Paid by Check #58202		07/01/2026	07/02/2026	07/02/2026		07/02/2026	369.00
480201	WWTP FY 26/27	Paid by Check #58202		07/01/2026	07/02/2026	07/02/2026		07/02/2026	264.00
480781	PUBLIC WORKS FACLITY FY 26/27	Paid by Check #58202		07/01/2026	07/02/2026	07/02/2026		07/02/2026	558.00
		Vendor **252 - Geil Enterprises, Inc.** Totals				Invoices	6		$2,664.00
Vendor **174 - Howard's Pest Control**									
10130	WWTP FY 25/26	Paid by Check #58203		06/11/2026	07/02/2026	07/02/2026		07/02/2026	65.00
12150	PUBLIC WORKS FY 25/26	Paid by Check #58203		06/11/2026	07/02/2026	07/02/2026		07/02/2026	165.00
13492	OLD PUBLIC WORKS BLDING FY 25/26	Paid by Check #58203		06/11/2026	07/02/2026	07/02/2026		07/02/2026	77.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	3		$307.00
Vendor **1721 - Image 2000 Fresno**									
861215	FY 27-PD - Copiers Supplies Freight Charges	Paid by Check #58204		07/01/2026	07/02/2026	07/02/2026		07/02/2026	16.75
		Vendor **1721 - Image 2000 Fresno** Totals				Invoices	1		$16.75
Vendor **2312 - Infinity Power Solutions Inc.**									
2926	FY 2026	Paid by Check #58205		06/15/2026	07/02/2026	07/02/2026		07/02/2026	1,660.00
		Vendor **2312 - Infinity Power Solutions Inc.** Totals				Invoices	1		$1,660.00
Vendor **89 - Liebert Cassidy Whitmore**									
326466	FY 2026 DI030-00001 General	Paid by Check #58206		05/31/2026	07/02/2026	07/02/2026		07/02/2026	380.00
		Vendor **89 - Liebert Cassidy Whitmore** Totals				Invoices	1		$380.00
Vendor **1723 - Matson Alarm Co, Inc.**									
8558651	FY26/27-Sportsplex-Alarm monitoring 07/01/26-07/31/26	Paid by Check #58207		07/01/2026	07/02/2026	07/02/2026		07/02/2026	114.81
8564903	FY 27 City Hall Monitoring 07/01/26-07/31/26	Paid by Check #58207		07/01/2026	07/02/2026	07/02/2026		07/02/2026	137.62
		Vendor **1723 - Matson Alarm Co, Inc.** Totals				Invoices	2		$252.43
Vendor **1873 - Medallion Supply, Inc**									
9130-1142274	A-BASIN & A-DIGESTER MOTORS FY 26/27	Paid by Check #58208		06/24/2026	07/02/2026	07/02/2026		07/02/2026	1,291.15
		Vendor **1873 - Medallion Supply, Inc** Totals				Invoices	1		$1,291.15
Vendor **1913 - Metro Uniform & Accessories**									

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310913	FY 26-PD - Uniform / ACO Jorge Perez	Paid by Check #58209		06/16/2026	07/02/2026	07/02/2026		07/02/2026	749.16
310915	FY 26-PD - Uniform Boots / ACO Jorge Perez	Paid by Check #58209		06/16/2026	07/02/2026	07/02/2026		07/02/2026	227.48
		Vendor **1913 - Metro Uniform & Accessories** Totals				Invoices	2		$976.64
Vendor **1931 - MissionSquare Plan Services**									
2027-00000005	30 - 457 - Employee MissionSquare $*	Paid by EFT #4114		07/02/2026	07/02/2026	07/02/2026		07/02/2026	3,664.62
		Vendor **1931 - MissionSquare Plan Services** Totals				Invoices	1		$3,664.62
Vendor **88 - Municipal Maintenance Equipment Inc.**									
050695	T-20 FY 25/26	Paid by Check #58210		06/22/2026	07/02/2026	07/02/2026		07/02/2026	187.62
		Vendor **88 - Municipal Maintenance Equipment Inc.** Totals				Invoices	1		$187.62
Vendor **899 - NBS**									
202606-2166	Professional Services from July 1, 2026 to September 30,2026	Paid by Check #58211		06/20/2026	07/02/2026	07/02/2026		07/02/2026	8,023.89
202606-2169	CFD Professional Services from July 1, 2026 to Sept. 30,2026	Paid by Check #58211		06/20/2026	07/02/2026	07/02/2026		07/02/2026	3,186.92
		Vendor **899 - NBS** Totals				Invoices	2		$11,210.81
Vendor **76 - Pacific Gas & Electric**									
5683054506906/26	FY 26-PD - 06/02/2026 - 07/01/2026 Billing Charges	Paid by Check #58212		06/18/2026	07/02/2026	07/02/2026		07/02/2026	2,159.22
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	1		$2,159.22
Vendor **687 - Cosme Pizano**									
Benny2ndpair25	benny's second pair of boots fy 25/26	Paid by Check #58213		06/30/2026	07/02/2026	07/02/2026		07/02/2026	200.00
		Vendor **687 - Cosme Pizano** Totals				Invoices	1		$200.00
Vendor **9 - Quinn Company**									
PCN50007460	PD GENERATOR FY 25/26	Paid by Check #58214		06/08/2026	07/02/2026	07/02/2026		07/02/2026	884.96
PR000083169	PD GENERATOR CREDIT FY 25/26	Paid by Check #58214		06/25/2026	07/02/2026	07/02/2026		07/02/2026	(487.89)
		Vendor **9 - Quinn Company** Totals				Invoices	2		$397.07
Vendor **349 - Rescom Pest Control**									
291556167	FY 26-PD - Dog Kennels Pest Control	Paid by Check #58215		06/22/2026	07/02/2026	07/02/2026		07/02/2026	48.00
		Vendor **349 - Rescom Pest Control** Totals				Invoices	1		$48.00
Vendor **46 - Self Help Enterprises**									
DIN23CH Mar-26	FY25/26 23CalHome Gen Admin March 2026	Paid by Check #58216		04/24/2026	07/02/2026	07/02/2026		07/02/2026	3,393.71
		Vendor **46 - Self Help Enterprises** Totals				Invoices	1		$3,393.71
Vendor **1813 - St. Francis Electric, LLC**									
24189711	FY 25/26 St Francis Maintenance	Paid by Check #58217		03/31/2026	07/02/2026	07/02/2026		07/02/2026	3,814.50
24189712	FY 25/26 Supplies	Paid by Check #58217		04/20/2026	07/02/2026	07/02/2026		07/02/2026	4,165.00
		Vendor **1813 - St. Francis Electric, LLC** Totals				Invoices	2		$7,979.50
Vendor **247 - State Center Community College District**									

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20266711	FY 26-PD - Unmanned Aircraft Systems Class / Juan Guzman	Paid by Check #58218		06/18/2026	07/02/2026	07/02/2026		07/02/2026	95.00
		Vendor **247 - State Center Community College District** Totals				Invoices	1		$95.00
Vendor **1442 - Superior Pool Products, LLC**									
Q2035289	Superior Pool- Soda Ash FY25/26	Paid by Check #58219		06/16/2026	07/02/2026	07/02/2026		07/02/2026	1,821.65
		Vendor **1442 - Superior Pool Products, LLC** Totals				Invoices	1		$1,821.65
Vendor **434 - Target Solutions Learning, LLC**									
INV141569	FY 26/27 TSCheckit 07/1/2026-06/30/2027	Paid by Check #58220		07/01/2026	07/02/2026	07/02/2026		07/02/2026	5,031.73
INV141571	FY 27-TSPremier 07/01/26-06/30/27	Paid by Check #58220		07/01/2026	07/02/2026	07/02/2026		07/02/2026	4,800.26
		Vendor **434 - Target Solutions Learning, LLC** Totals				Invoices	2		$9,831.99
Vendor **311 - Top Dog Training Center**									
2096	FY 26-PD - K9 Maintenance Training / Zeus	Paid by Check #58221		06/28/2026	07/02/2026	07/02/2026		07/02/2026	90.00
		Vendor **311 - Top Dog Training Center** Totals				Invoices	1		$90.00
Vendor **49 - Tulare County**									
26/27 LAFCOCosts	FY 26/27 Final Budget and Work Program	Paid by Check #58223		06/03/2026	07/02/2026	07/02/2026		07/02/2026	11,841.00
26608	FY 26-PD - DPD-39 Search Warrant Inventory Forms	Paid by Check #58230		06/20/2026	07/02/2026	07/02/2026		07/02/2026	484.25
22239	FY 26-PD - Perpetual Plaque Refurbish Fees	Paid by Check #58222		06/22/2026	07/02/2026	07/02/2026		07/02/2026	65.10
22247	FY 26-PD - U#40 / K9 Vehicle Graphics	Paid by Check #58222		06/24/2026	07/02/2026	07/02/2026		07/02/2026	434.00
		Vendor **49 - Tulare County** Totals				Invoices	4		$12,824.35
Vendor **1962 - UBEO Business Services**									
5296955	FY 26/27 LSAP Renewal 07/02/26 -07/01/27	Paid by Check #58224		06/16/2026	07/02/2026	07/02/2026		07/02/2026	5,237.75
		Vendor **1962 - UBEO Business Services** Totals				Invoices	1		$5,237.75
Vendor **154 - USA Bluebook**									
INV01082570	DOSING PUMP FY 25/26	Paid by Check #58225		06/23/2026	07/02/2026	07/02/2026		07/02/2026	2,718.63
INV01082637	CONTROL CABLE FY 25/26	Paid by Check #58225		06/23/2026	07/02/2026	07/02/2026		07/02/2026	93.74
INV01082683	CONTROL CABLE INPUT ANALOG FY 25/26	Paid by Check #58225		06/23/2026	07/02/2026	07/02/2026		07/02/2026	93.74
		Vendor **154 - USA Bluebook** Totals				Invoices	3		$2,906.11
Vendor **354 - Verizon Wireless**									
6145993421	May/Jun 2026	Paid by Check #58226		06/12/2026	07/02/2026	07/02/2026		07/02/2026	475.38
6146107552	VERIZON ADMIN FY 25/26	Paid by Check #58227		06/14/2026	07/02/2026	07/02/2026		07/02/2026	267.75
		Vendor **354 - Verizon Wireless** Totals				Invoices	2		$743.13
Vendor **1303 - Vortex Industries, LLC**									
42-2246312	FY2026-Comm. Srvcs.-Repair/Maint.-Front doors-Community Center	Paid by Check #58228		03/31/2026	07/02/2026	07/02/2026	06/24/2026	07/02/2026	1,100.00

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			Vendor **1303 - Vortex Industries, LLC** Totals			Invoices	1		$1,100.00
Vendor **2062 - W & E Electric**									
2606058	FY 26-PD - Generator Service	Paid by Check #58229		06/26/2026	07/02/2026	07/02/2026		07/02/2026	150.00
			Vendor **2062 - W & E Electric** Totals			Invoices	1		$150.00
Vendor **Melinda Moreno**									
REF3319748-01-01	Melinda Moreno-Refund 3319748-01-01	Paid by Check #58231		06/25/2026	07/02/2026	07/02/2026		07/02/2026	130.00
			Vendor **Melinda Moreno** Totals			Invoices	1		$130.00
			Grand Totals			Invoices	82		$545,577.30

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Vendor **385 - 4 Creeks, Inc.**									
4C110446	FY 25/26 4 Creeks Entertainment Plaza Clean California	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	6,815.09
4C110670	FY 25/26 4 Creeks El Monte/Road 56 Roundabout	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	4,770.26
4C110675	FY 25/26 4 Creeks Ave 412/72-Empire Estates	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	2,771.50
4C110679	FY 25/26 4 Creeks El Monte Perry Design	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	968.80
4C110681	FY 25/26 4 Creeks 344 S Uruapan	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	350.00
4C110684	FY 25/26 4 Creeks Los Prados Phase 2	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	10,938.00
4C110687	FY 25/26 4 Creeks Northway Water Main Design	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	306.00
4C110692	FY 25/26 4 Creeks WWTP Sludge Beds	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	2,014.50
4C110693	FY 25/26 4 Creeks Dinuba General Engineering	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	30,871.20
4C110694	FY 25/26 4 Creeks Encroachment Permits	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	2,669.00
4C110697	FY 25/26 4 Creeks Sidhu Gas Station	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	273.00
4C110704	FY 25/26 4 Creeks SS4A Vision Zero	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	7,150.92
4C110718	FY 25/26 4 Creeks ATP DInuba Pedestrian Walkway improvements	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	112,467.12
4C110820	FY 25/26 4 Creeks HSIP Cycle 11 (042)	Paid by Check #58232		04/27/2026	07/10/2026	07/10/2026		07/10/2026	473.93
4C111137	FY 25/26 4 Creeks El Monte/Road 56 Roundabout	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	2,865.50
4C111138	FY 25/26 4 Creeks Roseview Estates	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	2,450.00
4C111140	FY 25/26 4 Creeks Kamm/Alta Gas Station	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	49.00
4C111141	FY 25/26 4 Creeks Ave 412/72-Empire Estates	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	963.00
4C111143	FY 25/26 4 Creeks SS4A Vision Zero	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	841.47
4C111145	FY 25/26 4 Creeks El Monte Perry Design	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	842.80
4C111147	FY 25/26 4 Creeks 344 S Uruapan	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	126.00
4C111155	FY 25/26 4 Creeks WWTP Sludge Beds	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	5,792.20
4C111156	FY 25/26 4 Creeks WWTP Monitoring Wells	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	894.00

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4C111158	FY 25/26 4 Creeks Encroachment Permits	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	6,428.00
4C111160	FY 25/26 4 Creeks Walmart Gas Station	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	130.00
4C111170	FY 25/26 4 Creeks CalOES Flood Mitigation	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	14,999.71
4C111182	FY 25/26 4 Creeks 2024 CDBG Sewer Improvements	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	36,102.58
4C111195	FY 25/26 4 Creeks 2025 Corridor	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	91,931.50
4C111232	FY 25/26 4 Creeks Entertainment Plaza Clean California	Paid by Check #58232		05/29/2026	07/10/2026	07/10/2026		07/10/2026	14,151.78
			Vendor **385 - 4 Creeks, Inc.** Totals			Invoices	29		$361,406.86
Vendor **1143 - AAA Quality Services, Inc.**									
00366381	Parks-Portable restroom srvc. - Nebraska Park-6/28/26-7/25/26	Paid by Check #58233		06/27/2026	07/10/2026	07/10/2026	06/29/2026	07/10/2026	507.39
00366382	Parks-Portable restroom srvcs.- Centennial Park-6/28/26-7/25/26	Paid by Check #58233		06/27/2026	07/10/2026	07/10/2026	06/29/2026	07/10/2026	507.39
00366383	Parks-Portable restroom srvc.- Vuich Park-6/28/26-7/25/26	Paid by Check #58233		06/27/2026	07/10/2026	07/10/2026	06/29/2026	07/10/2026	133.01
			Vendor **1143 - AAA Quality Services, Inc.** Totals			Invoices	3		$1,147.79
Vendor **1036 - Allstar Fire Equipment**									
273396	Safety Equipment FY 2025-26	Paid by Check #58234		06/22/2026	07/10/2026	07/10/2026		07/10/2026	8,215.62
188425	New Truck Equipment FY 2025-26	Paid by Check #58234		06/29/2026	07/10/2026	07/10/2026		07/10/2026	4,028.85
			Vendor **1036 - Allstar Fire Equipment** Totals			Invoices	2		$12,244.47
Vendor **522 - Allstar Towing**									
42569	t-42 fy 25/26	Paid by Check #58235		06/19/2026	07/10/2026	07/10/2026		07/10/2026	160.00
			Vendor **522 - Allstar Towing** Totals			Invoices	1		$160.00
Vendor **2045 - Angel Armor, LLC**									
INV20042	Fire Prevention Gear FY 2025-26	Paid by Check #58236		06/30/2026	07/10/2026	07/10/2026		07/10/2026	3,333.22
			Vendor **2045 - Angel Armor, LLC** Totals			Invoices	1		$3,333.22
Vendor **17 - AT&T**									
939103727706/26	Telephone 05/10/26-06/09/26	Paid by Check #58241		06/10/2026	07/10/2026	07/10/2026		07/10/2026	35.60
939105447206/26	Telephone 05/10/26-06/09/26	Paid by Check #58242		06/10/2026	07/10/2026	07/10/2026		07/10/2026	62.72
939105447406/26	Telephone 05/10/26-06/09/26	Paid by Check #58243		06/10/2026	07/10/2026	07/10/2026		07/10/2026	62.72
939105447706/26	Telephone 05/10/26-06/09/26	Paid by Check #58244		06/10/2026	07/10/2026	07/10/2026		07/10/2026	32.14
939105447806/26	Telephone 05/10/26-06/09/26	Paid by Check #58245		06/10/2026	07/10/2026	07/10/2026		07/10/2026	32.14
9391054470 6/26	6/10/2026 FY 2025-26	Paid by Check #58238		06/11/2026	07/10/2026	07/10/2026		07/10/2026	32.14
9391054471 6/26	6/10/2026 FY 2025-26	Paid by Check #58237		06/11/2026	07/10/2026	07/10/2026		07/10/2026	32.14
9391054479 6/26	6/10/2026 FY 2025-26	Paid by Check #58239		06/11/2026	07/10/2026	07/10/2026		07/10/2026	32.14
939105474106/26	Telephone 05/11/26-06/10/26	Paid by Check #58246		06/11/2026	07/10/2026	07/10/2026		07/10/2026	165.54
9391054742 6/26	6/10/2026 FY 2025-26	Paid by Check #58240		06/11/2026	07/10/2026	07/10/2026		07/10/2026	128.72
250127196107/26	Telephone 07/01/26-07/31/26	Paid by Check #58247		07/01/2026	07/10/2026	07/10/2026		07/10/2026	71.26
			Vendor **17 - AT&T** Totals			Invoices	11		$687.26

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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 **65 - Banner Pest Control**									
226987	PD - FY2026 / Removal of Pigeons Downtown	Paid by Check #58248		06/02/2026	07/10/2026	07/10/2026		07/10/2026	75.00
227286	PD - FY2026 / Removal of Pigeons Downtown	Paid by Check #58248		06/26/2026	07/10/2026	07/10/2026		07/10/2026	75.00
		Vendor **65 - Banner Pest Control** Totals				Invoices	2		$150.00
Vendor **1513 - Barnes Welding Supply**									
0091756134	SUPPLIES FY 25/26	Paid by Check #58249		06/30/2026	07/10/2026	07/10/2026		07/10/2026	52.63
		Vendor **1513 - Barnes Welding Supply** Totals				Invoices	1		$52.63
Vendor **2095 - BCS Consulting, Inc.**									
1104	FY 2026-IT Consulting and Maintenance June 2026 voIP update	Paid by Check #58250		07/02/2026	07/10/2026	07/10/2026		07/10/2026	6,379.10
		Vendor **2095 - BCS Consulting, Inc.** Totals				Invoices	1		$6,379.10
Vendor **1679 - Bill Nelson General Engineering Construction, Inc.**									
251741-7	FY 25/26 Bill Nelson 2024 CDBG Sewer Infrastructure Improvments	Paid by Check #58251		06/22/2026	07/10/2026	07/10/2026		07/10/2026	227,510.48
		Vendor **1679 - Bill Nelson General Engineering Construction, Inc.** Totals				Invoices	1		$227,510.48
Vendor **822 - Boundtree Medical LLC**									
86244192	Supplies FY 2025-26	Paid by Check #58252		06/16/2026	07/10/2026	07/10/2026		07/10/2026	126.22
86246310	Supplies FY 2025-26	Paid by Check #58252		06/17/2026	07/10/2026	07/10/2026		07/10/2026	35.33
86249328	Supplies FY 2025-26	Paid by Check #58252		06/19/2026	07/10/2026	07/10/2026		07/10/2026	140.80
86252513	Supplies FY 2025-26	Paid by Check #58252		06/23/2026	07/10/2026	07/10/2026		07/10/2026	420.86
86254180	Supplies FY 2025-26	Paid by Check #58252		06/24/2026	07/10/2026	07/10/2026		07/10/2026	482.04
86260837	Supplies FY 2025-26	Paid by Check #58252		06/30/2026	07/10/2026	07/10/2026		07/10/2026	83.59
86260838	Supplies FY 2025-26	Paid by Check #58252		06/30/2026	07/10/2026	07/10/2026		07/10/2026	151.61
86264441	Supplies FY 2026-27	Paid by Check #58252		07/02/2026	07/10/2026	07/10/2026		07/10/2026	1,098.06
		Vendor **822 - Boundtree Medical LLC** Totals				Invoices	8		$2,538.51
Vendor **2314 - Alejandro Castro**									
Aqtcs-26-2Castro	FY2026-Sports-Aquatics Lifeguard uniform reimburse. 2026 season	Paid by Check #58253		06/02/2026	07/10/2026	07/10/2026	06/25/2026	07/10/2026	53.14
		Vendor **2314 - Alejandro Castro** Totals				Invoices	1		$53.14
Vendor **2315 - Kayla Cervantes**									
Aqtcs-26-1Cervan	FY2026-Sports-Aquatics lifeguard uniform reimbursement	Paid by Check #58254		06/11/2026	07/10/2026	07/10/2026	06/26/2026	07/10/2026	75.31
		Vendor **2315 - Kayla Cervantes** Totals				Invoices	1		$75.31
Vendor **333 - Cintas Corporation No. 2**									
4271397375	Contractual	Paid by Check #58255		06/03/2026	07/10/2026	07/10/2026		07/10/2026	72.80
4271397401	Contractual	Paid by Check #58255		06/03/2026	07/10/2026	07/10/2026		07/10/2026	40.20
4271397449	Contractual	Paid by Check #58255		06/03/2026	07/10/2026	07/10/2026		07/10/2026	95.12
4271397457	Contractual	Paid by Check #58255		06/03/2026	07/10/2026	07/10/2026		07/10/2026	372.36
4271397484	Contractual	Paid by Check #58255		06/03/2026	07/10/2026	07/10/2026		07/10/2026	411.34

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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
4271397622	Contractual	Paid by Check #58255		06/03/2026	07/10/2026	07/10/2026		07/10/2026	221.38
4271397679	Contractual	Paid by Check #58255		06/03/2026	07/10/2026	07/10/2026		07/10/2026	158.17
4271398076	Contractual	Paid by Check #58255		06/03/2026	07/10/2026	07/10/2026		07/10/2026	706.32
4272163999	Contractual	Paid by Check #58255		06/10/2026	07/10/2026	07/10/2026		07/10/2026	434.04
4272164005	Contractual	Paid by Check #58255		06/10/2026	07/10/2026	07/10/2026		07/10/2026	201.07
4272164033	Contractual	Paid by Check #58255		06/10/2026	07/10/2026	07/10/2026		07/10/2026	43.60
4272164043	Contractual	Paid by Check #58255		06/10/2026	07/10/2026	07/10/2026		07/10/2026	159.04
4272164044	Contractual	Paid by Check #58255		06/10/2026	07/10/2026	07/10/2026		07/10/2026	289.72
4272164051	Contractual	Paid by Check #58255		06/10/2026	07/10/2026	07/10/2026		07/10/2026	270.62
4272164153	Contractual	Paid by Check #58255		06/10/2026	07/10/2026	07/10/2026		07/10/2026	221.38
4272164155	Contractual	Paid by Check #58255		06/10/2026	07/10/2026	07/10/2026		07/10/2026	163.17
4272164381	Contractual	Paid by Check #58255		06/10/2026	07/10/2026	07/10/2026		07/10/2026	993.13
4272908810	Contractual	Paid by Check #58255		06/17/2026	07/10/2026	07/10/2026		07/10/2026	40.20
4272908883	Contractual	Paid by Check #58255		06/17/2026	07/10/2026	07/10/2026		07/10/2026	72.80
4272908903	Contractual	Paid by Check #58255		06/17/2026	07/10/2026	07/10/2026		07/10/2026	426.55
4272908910	Contractual	Paid by Check #58255		06/17/2026	07/10/2026	07/10/2026		07/10/2026	289.72
4272908916	Contractual	Paid by Check #58255		06/17/2026	07/10/2026	07/10/2026		07/10/2026	95.12
4272909017	Contractual	Paid by Check #58255		06/17/2026	07/10/2026	07/10/2026		07/10/2026	221.38
4272909031	Contractual	Paid by Check #58255		06/17/2026	07/10/2026	07/10/2026		07/10/2026	171.61
4272909188	Contractual	Paid by Check #58255		06/17/2026	07/10/2026	07/10/2026		07/10/2026	734.77
4273637998	Contractual	Paid by Check #58255		06/24/2026	07/10/2026	07/10/2026		07/10/2026	434.04
4273637999	Contractual	Paid by Check #58255		06/24/2026	07/10/2026	07/10/2026		07/10/2026	201.07
4273638029	Contractual	Paid by Check #58255		06/24/2026	07/10/2026	07/10/2026		07/10/2026	159.75
4273638045	Contractual	Paid by Check #58255		06/24/2026	07/10/2026	07/10/2026		07/10/2026	43.60
4273638048	Contractual	Paid by Check #58255		06/24/2026	07/10/2026	07/10/2026		07/10/2026	371.69
4273638072	Contractual	Paid by Check #58255		06/24/2026	07/10/2026	07/10/2026		07/10/2026	384.14
4273638158	Contractual	Paid by Check #58255		06/24/2026	07/10/2026	07/10/2026		07/10/2026	221.86
4273638207	Contractual	Paid by Check #58255		06/24/2026	07/10/2026	07/10/2026		07/10/2026	176.61
4273638468	Contractual	Paid by Check #58255		06/24/2026	07/10/2026	07/10/2026		07/10/2026	993.13
4274267801	Contractual	Paid by Check #58255		06/30/2026	07/10/2026	07/10/2026		07/10/2026	40.20
4274267814	Contractual	Paid by Check #58255		06/30/2026	07/10/2026	07/10/2026		07/10/2026	72.80
4274267877	Contractual	Paid by Check #58255		06/30/2026	07/10/2026	07/10/2026		07/10/2026	426.55
4274267882	Contractual	Paid by Check #58255		06/30/2026	07/10/2026	07/10/2026		07/10/2026	95.12
4274267897	Contractual	Paid by Check #58255		06/30/2026	07/10/2026	07/10/2026		07/10/2026	315.46
4274268023	Contractual	Paid by Check #58255		06/30/2026	07/10/2026	07/10/2026		07/10/2026	221.38
4274268041	Contractual	Paid by Check #58255		06/30/2026	07/10/2026	07/10/2026		07/10/2026	171.61
4274268202	Contractual	Paid by Check #58255		06/30/2026	07/10/2026	07/10/2026		07/10/2026	734.77
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	42		$11,969.39
Vendor **8 - City of Dinuba**									
2026 Soccer	Sponsorship FY 2026-27	Paid by Check #58256		07/06/2026	07/10/2026	07/10/2026		07/10/2026	260.00
		Vendor **8 - City of Dinuba** Totals				Invoices	1		$260.00
Vendor **239 - City of Fresno**									

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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
20011353	PD - Perishable Skills Training / Cesar Moreno	Paid by Check #58257		07/01/2026	07/10/2026	07/10/2026		07/10/2026	623.00
			Vendor **239 - City of Fresno** Totals			Invoices	1		$623.00
Vendor **170 - Comcast**									
0136611 06/26/26	PD - FY2027 / 07/01/2026 - 07/31/2026 Billing Charges	Paid by Check #58258		06/26/2026	07/10/2026	07/10/2026		07/10/2026	139.18
0002177 06/27/26	1390 E Elizabeth Way 07/01/26-07/31/26	Paid by Check #58259		06/27/2026	07/10/2026	07/10/2026		07/10/2026	91.45
0181138 06/27/26	180 W Merced St 07/02/26-08/01/26	Paid by Check #58260		06/27/2026	07/10/2026	07/10/2026		07/10/2026	922.75
			Vendor **170 - Comcast** Totals			Invoices	3		$1,153.38
Vendor **232 - Courier Printing and Village Printer**									
C27055	Business Cards FY 2025-26	Paid by Check #58261		06/18/2026	07/10/2026	07/10/2026		07/10/2026	55.07
c27059	business cards Steve Barron FY 26/27	Paid by Check #58261		07/02/2026	07/10/2026	07/10/2026		07/10/2026	94.94
			Vendor **232 - Courier Printing and Village Printer** Totals			Invoices	2		$150.01
Vendor **30 - Dinuba Chamber of Commerce**									
06011693	Membership Dues- Chamber Members Dues/Investment 07/1/26-07/1/27	Paid by Check #58262		06/30/2026	07/10/2026	07/10/2026		07/10/2026	450.00
			Vendor **30 - Dinuba Chamber of Commerce** Totals			Invoices	1		$450.00
Vendor **4 - Dinuba Lumber Company**									
1065393	Maintenance	Paid by Check #58263		06/01/2026	07/10/2026	07/10/2026		07/10/2026	27.72
1065437	Maintenance	Paid by Check #58263		06/01/2026	07/10/2026	07/10/2026		07/10/2026	32.01
1065593	Maintenance	Paid by Check #58263		06/01/2026	07/10/2026	07/10/2026		07/10/2026	14.95
1065624	Maintenance	Paid by Check #58263		06/01/2026	07/10/2026	07/10/2026		07/10/2026	9.29
1065629	Maintenance	Paid by Check #58263		06/01/2026	07/10/2026	07/10/2026		07/10/2026	10.24
1065815	Maintenance	Paid by Check #58263		06/02/2026	07/10/2026	07/10/2026		07/10/2026	351.53
1065866	Maintenance	Paid by Check #58263		06/02/2026	07/10/2026	07/10/2026		07/10/2026	3.03
1066075	Maintenance	Paid by Check #58263		06/02/2026	07/10/2026	07/10/2026		07/10/2026	8.94
1066083	Maintenance	Paid by Check #58263		06/02/2026	07/10/2026	07/10/2026		07/10/2026	(8.94)
1066084	Maintenance	Paid by Check #58263		06/02/2026	07/10/2026	07/10/2026		07/10/2026	178.70
1066244	Maintenance	Paid by Check #58263		06/03/2026	07/10/2026	07/10/2026		07/10/2026	83.83
1066247	Maintenance	Paid by Check #58263		06/03/2026	07/10/2026	07/10/2026		07/10/2026	90.27
1066278	Maintenance	Paid by Check #58263		06/03/2026	07/10/2026	07/10/2026		07/10/2026	69.84
1066287	Maintenance	Paid by Check #58263		06/03/2026	07/10/2026	07/10/2026		07/10/2026	86.08
1066349	Maintenance	Paid by Check #58263		06/03/2026	07/10/2026	07/10/2026		07/10/2026	335.05
1066504	Maintenance	Paid by Check #58263		06/03/2026	07/10/2026	07/10/2026		07/10/2026	16.12
1066698	Maintenance	Paid by Check #58263		06/04/2026	07/10/2026	07/10/2026		07/10/2026	34.13
1066712	Maintenance	Paid by Check #58263		06/04/2026	07/10/2026	07/10/2026		07/10/2026	251.87
1066720	Maintenance	Paid by Check #58263		06/04/2026	07/10/2026	07/10/2026		07/10/2026	73.23
1066733	Maintenance	Paid by Check #58263		06/04/2026	07/10/2026	07/10/2026		07/10/2026	20.50
1066874	Maintenance	Paid by Check #58263		06/04/2026	07/10/2026	07/10/2026		07/10/2026	18.95

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1067002	Maintenance	Paid by Check #58263		06/04/2026	07/10/2026	07/10/2026		07/10/2026	21.12
1067150	Maintenance	Paid by Check #58263		06/05/2026	07/10/2026	07/10/2026		07/10/2026	26.35
1067166	Maintenance	Paid by Check #58263		06/05/2026	07/10/2026	07/10/2026		07/10/2026	100.38
1067169	Maintenance	Paid by Check #58263		06/05/2026	07/10/2026	07/10/2026		07/10/2026	6.24
1067202	Maintenance	Paid by Check #58263		06/05/2026	07/10/2026	07/10/2026		07/10/2026	4.38
1067237	Maintenance	Paid by Check #58263		06/05/2026	07/10/2026	07/10/2026		07/10/2026	25.75
1067260	Maintenance	Paid by Check #58263		06/05/2026	07/10/2026	07/10/2026		07/10/2026	7.31
1067361	Maintenance	Paid by Check #58263		06/05/2026	07/10/2026	07/10/2026		07/10/2026	9.17
1067368	Maintenance	Paid by Check #58263		06/05/2026	07/10/2026	07/10/2026		07/10/2026	30.26
1068178	Maintenance	Paid by Check #58263		06/07/2026	07/10/2026	07/10/2026		07/10/2026	9.77
1068413	Maintenance	Paid by Check #58263		06/08/2026	07/10/2026	07/10/2026		07/10/2026	5.74
1068472	Maintenance	Paid by Check #58263		06/08/2026	07/10/2026	07/10/2026		07/10/2026	19.42
1068511	Maintenance	Paid by Check #58263		06/08/2026	07/10/2026	07/10/2026		07/10/2026	21.63
1068679	Maintenance	Paid by Check #58263		06/08/2026	07/10/2026	07/10/2026		07/10/2026	47.98
1068694	Maintenance	Paid by Check #58263		06/08/2026	07/10/2026	07/10/2026		07/10/2026	5.64
1068905	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	103.65
1068915	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	19.38
1068933	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	9.17
1068986	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	13.45
1068990	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	11.27
1069021	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	33.62
1069024	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	335.94
1069038	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	94.09
1069053	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	6.24
1069130	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	55.24
1069157	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	10.84
1069164	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	16.57
1069192	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	19.30
1069280	Maintenance	Paid by Check #58263		06/09/2026	07/10/2026	07/10/2026		07/10/2026	12.39
1069399	Maintenance	Paid by Check #58263		06/10/2026	07/10/2026	07/10/2026		07/10/2026	34.92
1069419	Maintenance	Paid by Check #58263		06/10/2026	07/10/2026	07/10/2026		07/10/2026	14.63
1069432	Maintenance	Paid by Check #58263		06/10/2026	07/10/2026	07/10/2026		07/10/2026	12.85
1069495	Maintenance	Paid by Check #58263		06/10/2026	07/10/2026	07/10/2026		07/10/2026	21.69
1069505	Maintenance	Paid by Check #58263		06/10/2026	07/10/2026	07/10/2026		07/10/2026	26.72
1069534	Maintenance	Paid by Check #58263		06/10/2026	07/10/2026	07/10/2026		07/10/2026	8.19
1069646	Maintenance	Paid by Check #58263		06/10/2026	07/10/2026	07/10/2026		07/10/2026	9.17
1069649	Maintenance	Paid by Check #58263		06/10/2026	07/10/2026	07/10/2026		07/10/2026	12.48
1069943	Maintenance	Paid by Check #58263		06/11/2026	07/10/2026	07/10/2026		07/10/2026	9.24
1070011	Maintenance	Paid by Check #58263		06/11/2026	07/10/2026	07/10/2026		07/10/2026	13.07
1070232	Maintenance	Paid by Check #58263		06/12/2026	07/10/2026	07/10/2026		07/10/2026	24.62
1070331	Maintenance	Paid by Check #58263		06/12/2026	07/10/2026	07/10/2026		07/10/2026	8.68
1070367	Maintenance	Paid by Check #58263		06/12/2026	07/10/2026	07/10/2026		07/10/2026	59.06

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1070471	Maintenance	Paid by Check #58263		06/12/2026	07/10/2026	07/10/2026		07/10/2026	3.23
1070830	Maintenance	Paid by Check #58263		06/13/2026	07/10/2026	07/10/2026		07/10/2026	15.94
1071077	Maintenance	Paid by Check #58263		06/14/2026	07/10/2026	07/10/2026		07/10/2026	14.89
1071126	Maintenance	Paid by Check #58263		06/14/2026	07/10/2026	07/10/2026		07/10/2026	24.87
1071448	Maintenance	Paid by Check #58263		06/15/2026	07/10/2026	07/10/2026		07/10/2026	20.29
1071456	Maintenance	Paid by Check #58263		06/15/2026	07/10/2026	07/10/2026		07/10/2026	32.77
1071515	Maintenance	Paid by Check #58263		06/15/2026	07/10/2026	07/10/2026		07/10/2026	106.75
1071602	Maintenance	Paid by Check #58263		06/15/2026	07/10/2026	07/10/2026		07/10/2026	17.65
1071898	Maintenance	Paid by Check #58263		06/16/2026	07/10/2026	07/10/2026		07/10/2026	52.75
1071920	Maintenance	Paid by Check #58263		06/16/2026	07/10/2026	07/10/2026		07/10/2026	1.96
1071945	Maintenance	Paid by Check #58263		06/16/2026	07/10/2026	07/10/2026		07/10/2026	69.86
1071946	Maintenance	Paid by Check #58263		06/16/2026	07/10/2026	07/10/2026		07/10/2026	133.44
1072010	Maintenance	Paid by Check #58263		06/16/2026	07/10/2026	07/10/2026		07/10/2026	91.77
1072092	Maintenance	Paid by Check #58263		06/16/2026	07/10/2026	07/10/2026		07/10/2026	73.73
1072101	Maintenance	Paid by Check #58263		06/16/2026	07/10/2026	07/10/2026		07/10/2026	8.05
1072339	Maintenance	Paid by Check #58263		06/17/2026	07/10/2026	07/10/2026		07/10/2026	13.33
1072356	Maintenance	Paid by Check #58263		06/17/2026	07/10/2026	07/10/2026		07/10/2026	3.31
1072429	Maintenance	Paid by Check #58263		06/17/2026	07/10/2026	07/10/2026		07/10/2026	62.47
1072436	Maintenance	Paid by Check #58263		06/17/2026	07/10/2026	07/10/2026		07/10/2026	34.17
1072457	Maintenance	Paid by Check #58263		06/17/2026	07/10/2026	07/10/2026		07/10/2026	99.29
1072458	Maintenance	Paid by Check #58263		06/17/2026	07/10/2026	07/10/2026		07/10/2026	21.69
1072542	Maintenance	Paid by Check #58263		06/17/2026	07/10/2026	07/10/2026		07/10/2026	43.29
1072597	Maintenance	Paid by Check #58263		06/17/2026	07/10/2026	07/10/2026		07/10/2026	8.19
1072810	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	61.00
1072846	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	19.10
1072851	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	38.06
1072875	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	20.81
1072892	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	55.65
1072910	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	8.29
1072927	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	81.49
1073084	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	32.27
1073093	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	(32.27)
1073094	Maintenance	Paid by Check #58263		06/18/2026	07/10/2026	07/10/2026		07/10/2026	32.20
1073284	Maintenance	Paid by Check #58263		06/19/2026	07/10/2026	07/10/2026		07/10/2026	44.28
1073288	Maintenance	Paid by Check #58263		06/19/2026	07/10/2026	07/10/2026		07/10/2026	18.25
1073291	Maintenance	Paid by Check #58263		06/19/2026	07/10/2026	07/10/2026		07/10/2026	6.82
1073324	Maintenance	Paid by Check #58263		06/19/2026	07/10/2026	07/10/2026		07/10/2026	12.10
1073357	Maintenance	Paid by Check #58263		06/19/2026	07/10/2026	07/10/2026		07/10/2026	32.21
1073498	Maintenance	Paid by Check #58263		06/19/2026	07/10/2026	07/10/2026		07/10/2026	56.59
1073514	Maintenance	Paid by Check #58263		06/19/2026	07/10/2026	07/10/2026		07/10/2026	44.91
1073814	Maintenance	Paid by Check #58263		06/20/2026	07/10/2026	07/10/2026		07/10/2026	97.53
1074498	Maintenance	Paid by Check #58263		06/22/2026	07/10/2026	07/10/2026		07/10/2026	234.34

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1074546	Maintenance	Paid by Check #58263		06/22/2026	07/10/2026	07/10/2026		07/10/2026	15.52
1074755	Maintenance	Paid by Check #58263		06/22/2026	07/10/2026	07/10/2026		07/10/2026	25.46
1074854	Maintenance	Paid by Check #58263		06/23/2026	07/10/2026	07/10/2026		07/10/2026	21.36
1074872	Maintenance	Paid by Check #58263		06/23/2026	07/10/2026	07/10/2026		07/10/2026	307.26
1074880	Maintenance	Paid by Check #58263		06/23/2026	07/10/2026	07/10/2026		07/10/2026	(81.49)
1074911	Maintenance	Paid by Check #58263		06/23/2026	07/10/2026	07/10/2026		07/10/2026	28.95
1075065	Maintenance	Paid by Check #58263		06/23/2026	07/10/2026	07/10/2026		07/10/2026	10.52
1075075	Maintenance	Paid by Check #58263		06/23/2026	07/10/2026	07/10/2026		07/10/2026	23.13
1075321	Maintenance	Paid by Check #58263		06/24/2026	07/10/2026	07/10/2026		07/10/2026	81.09
1075335	Maintenance	Paid by Check #58263		06/24/2026	07/10/2026	07/10/2026		07/10/2026	9.27
1075348	Maintenance	Paid by Check #58263		06/24/2026	07/10/2026	07/10/2026		07/10/2026	11.41
1075354	Maintenance	Paid by Check #58263		06/24/2026	07/10/2026	07/10/2026		07/10/2026	7.51
1075412	Maintenance	Paid by Check #58263		06/24/2026	07/10/2026	07/10/2026		07/10/2026	19.67
1075436	Maintenance	Paid by Check #58263		06/24/2026	07/10/2026	07/10/2026		07/10/2026	44.29
1075439	Maintenance	Paid by Check #58263		06/24/2026	07/10/2026	07/10/2026		07/10/2026	4.12
1075499	Maintenance	Paid by Check #58263		06/24/2026	07/10/2026	07/10/2026		07/10/2026	542.48
1075714	Maintenance	Paid by Check #58263		06/25/2026	07/10/2026	07/10/2026		07/10/2026	500.77
1075727	Maintenance	Paid by Check #58263		06/25/2026	07/10/2026	07/10/2026		07/10/2026	199.81
1075729	Maintenance	Paid by Check #58263		06/25/2026	07/10/2026	07/10/2026		07/10/2026	63.05
1075730	Maintenance	Paid by Check #58263		06/25/2026	07/10/2026	07/10/2026		07/10/2026	78.10
1075833	Maintenance	Paid by Check #58263		06/25/2026	07/10/2026	07/10/2026		07/10/2026	54.45
1075837	Maintenance	Paid by Check #58263		06/25/2026	07/10/2026	07/10/2026		07/10/2026	36.55
1075865	Maintenance	Paid by Check #58263		06/25/2026	07/10/2026	07/10/2026		07/10/2026	6.82
1076121	Maintenance	Paid by Check #58263		06/25/2026	07/10/2026	07/10/2026		07/10/2026	162.41
1076147	Maintenance	Paid by Check #58263		06/26/2026	07/10/2026	07/10/2026		07/10/2026	4.06
1076173	Maintenance	Paid by Check #58263		06/26/2026	07/10/2026	07/10/2026		07/10/2026	20.50
1076198	Maintenance	Paid by Check #58263		06/26/2026	07/10/2026	07/10/2026		07/10/2026	51.73
1076291	Maintenance	Paid by Check #58263		06/26/2026	07/10/2026	07/10/2026		07/10/2026	67.73
1076643	Maintenance	Paid by Check #58263		06/27/2026	07/10/2026	07/10/2026		07/10/2026	112.58
1076644	Maintenance	Paid by Check #58263		06/27/2026	07/10/2026	07/10/2026		07/10/2026	541.42
1076677	Maintenance	Paid by Check #58263		06/27/2026	07/10/2026	07/10/2026		07/10/2026	216.98
1076727	Maintenance	Paid by Check #58263		06/27/2026	07/10/2026	07/10/2026		07/10/2026	18.43
1076809	Maintenance	Paid by Check #58263		06/27/2026	07/10/2026	07/10/2026		07/10/2026	(217.00)
1077172	Maintenance	Paid by Check #58263		06/28/2026	07/10/2026	07/10/2026		07/10/2026	65.77
1077183	Maintenance	Paid by Check #58263		06/28/2026	07/10/2026	07/10/2026		07/10/2026	6.82
1077354	Maintenance	Paid by Check #58263		06/29/2026	07/10/2026	07/10/2026		07/10/2026	2,160.18
1077460	Maintenance	Paid by Check #58263		06/29/2026	07/10/2026	07/10/2026		07/10/2026	24.58
1077522	Maintenance	Paid by Check #58263		06/29/2026	07/10/2026	07/10/2026		07/10/2026	72.22
1077803	Maintenance	Paid by Check #58263		06/30/2026	07/10/2026	07/10/2026		07/10/2026	59.77
1077813	Maintenance	Paid by Check #58263		06/30/2026	07/10/2026	07/10/2026		07/10/2026	42.73
1077837	Maintenance	Paid by Check #58263		06/30/2026	07/10/2026	07/10/2026		07/10/2026	44.46
1078048	Maintenance	Paid by Check #58263		06/30/2026	07/10/2026	07/10/2026		07/10/2026	195.29

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1078059	Maintenance	Paid by Check #58263		06/30/2026	07/10/2026	07/10/2026		07/10/2026	42.61
1078136	Maintenance	Paid by Check #58263		06/30/2026	07/10/2026	07/10/2026		07/10/2026	32.40
		Vendor **4 - Dinuba Lumber Company** Totals				Invoices	149		$10,598.04
Vendor **200 - Dinuba Unified School District**									
2101	FY2026-Senior Center-Senior Meals-Tues/Thurs- June 2026	Paid by Check #58264		06/24/2026	07/10/2026	07/10/2026	06/25/2026	07/10/2026	8,100.00
		Vendor **200 - Dinuba Unified School District** Totals				Invoices	1		$8,100.00
Vendor **309 - Elbert Distributing**									
26263780	shop supplies fy 26/27	Paid by Check #58265		07/01/2026	07/10/2026	07/10/2026		07/10/2026	65.33
		Vendor **309 - Elbert Distributing** Totals				Invoices	1		$65.33
Vendor **1506 - Enterprise FM Trust**									
FBN5689488	PD - 3 Malibus, 7 Durangos, 4 Chargers	Paid by Check #58360		07/03/2026	07/10/2026	07/10/2026		07/10/2026	10,666.10
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices	1		$10,666.10
Vendor **82 - Freedom and Glory**									
INV150134	POLYESTER CALIFONIA FLAG FY 25/26	Paid by Check #58266		05/19/2026	07/10/2026	07/10/2026		07/10/2026	2,579.32
		Vendor **82 - Freedom and Glory** Totals				Invoices	1		$2,579.32
Vendor **1801 - Garda CL West, INC**									
10851784	Service Month July 2026	Paid by Check #58267		07/01/2026	07/10/2026	07/10/2026		07/10/2026	1,793.39
		Vendor **1801 - Garda CL West, INC** Totals				Invoices	1		$1,793.39
Vendor **712 - GLS US**									
5693246	BACKFLOW TESTS FY 25/26	Paid by Check #58268		06/14/2026	07/10/2026	07/10/2026		07/10/2026	30.26
		Vendor **712 - GLS US** Totals				Invoices	1		$30.26
Vendor **139 - Henry Schein Inc.**									
58234392	Supplies FY 2025-26	Paid by Check #58269		06/15/2026	07/10/2026	07/10/2026		07/10/2026	342.41
58366355	Supplies FY 2025-26	Paid by Check #58269		06/17/2026	07/10/2026	07/10/2026		07/10/2026	283.53
58476554	Supplies FY 2025-26	Paid by Check #58269		06/19/2026	07/10/2026	07/10/2026		07/10/2026	196.39
58605017	Supplies FY 2025-26	Paid by Check #58269		06/24/2026	07/10/2026	07/10/2026		07/10/2026	570.74
58960703	Supplies FY 2026-27	Paid by Check #58269		07/02/2026	07/10/2026	07/10/2026		07/10/2026	1,336.89
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	5		$2,729.96
Vendor **1150 - Hoffman Security**									
775209	FY26/27-Senior Center-Alarm monitoring 7/1/26-7/31/26-	Paid by Check #58270		06/22/2026	07/10/2026	07/10/2026	06/23/2026	07/10/2026	132.00
		Vendor **1150 - Hoffman Security** Totals				Invoices	1		$132.00
Vendor **1721 - Image 2000 Fresno**									
862143	PD - Copier Supplies Freight Charges	Paid by Check #58271		07/07/2026	07/10/2026	07/10/2026		07/10/2026	16.75
		Vendor **1721 - Image 2000 Fresno** Totals				Invoices	1		$16.75
Vendor **133 - J & D Lighting & Alarm**									
425155	FY26/27-Parks-Alarm monitoring-KC Vista Park-7/1/26-9/30/26	Paid by Check #58272		06/15/2026	07/10/2026	07/10/2026	06/25/2026	07/10/2026	104.85
		Vendor **133 - J & D Lighting & Alarm** Totals				Invoices	1		$104.85

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Vendor **1718 - JCL Company, LLC**									
06302629278	SHOP TOOL fy 25/26	Paid by Check #58273		06/30/2026	07/10/2026	07/10/2026		07/10/2026	268.00
			Vendor **1718 - JCL Company, LLC** Totals			Invoices	1		$268.00
Vendor **5 - Jorgensen & Co.**									
6256736	FY2026-Senior Center-Ansul Kit System-Semi annual inspection	Paid by Check #58274		06/17/2026	07/10/2026	07/10/2026	06/23/2026	07/10/2026	350.86
			Vendor **5 - Jorgensen & Co.** Totals			Invoices	1		$350.86
Vendor **1917 - Kimball Midwest**									
104590958	tubes fy 25/26	Paid by Check #58275		06/24/2026	07/10/2026	07/10/2026		07/10/2026	371.34
			Vendor **1917 - Kimball Midwest** Totals			Invoices	1		$371.34
Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.**									
345307	FY 2026 Trevino, Castaneda	Paid by Check #58276		06/03/2026	07/10/2026	07/10/2026		07/10/2026	72.00
			Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.** Totals			Invoices	1		$72.00
Vendor **796 - L.N. Curtis & Sons**									
INV1082454	New Truck Equipment FY 2025-26	Paid by Check #58277		06/24/2026	07/10/2026	07/10/2026		07/10/2026	328.25
			Vendor **796 - L.N. Curtis & Sons** Totals			Invoices	1		$328.25
Vendor **1650 - LC Action Police Supply, LTD**									
70221	PD - FY2026 / Armory/Range Supplies	Paid by Check #58278		06/30/2026	07/10/2026	07/10/2026		07/10/2026	3,755.60
			Vendor **1650 - LC Action Police Supply, LTD** Totals			Invoices	1		$3,755.60
Vendor **2318 - Natasha Martinez**									
Aqtcs-26-3Mart	FY2026-Sports-Aquatics Lifeguard uniform reimburse. 2026 season	Paid by Check #58279		06/02/2026	07/10/2026	07/10/2026	06/30/2026	07/10/2026	83.12
			Vendor **2318 - Natasha Martinez** Totals			Invoices	1		$83.12
Vendor **589 - Rosa Montanez**									
June 2026	FY 2026 Anthem Reimb 6/1/26-6/30/26	Paid by Check #58280		06/29/2026	07/10/2026	07/10/2026		07/10/2026	247.82
			Vendor **589 - Rosa Montanez** Totals			Invoices	1		$247.82
Vendor **22 - Moore Twining Associates Inc.**									
2607165	industrial fy 25/26	Paid by Check #58281		06/23/2026	07/10/2026	07/10/2026		07/10/2026	106.00
2607404	industrial fy 25/26	Paid by Check #58281		06/27/2026	07/10/2026	07/10/2026		07/10/2026	181.00
2607405	industrial fy 25/26	Paid by Check #58281		06/27/2026	07/10/2026	07/10/2026		07/10/2026	181.00
2607406	industrial fy 25/26	Paid by Check #58281		06/27/2026	07/10/2026	07/10/2026		07/10/2026	181.00
			Vendor **22 - Moore Twining Associates Inc.** Totals			Invoices	4		$649.00
Vendor **142 - ODP Business Solutions, LLC**									
473654303001	paper folder fy 25/26	Paid by Check #58282		06/23/2026	07/10/2026	07/10/2026		07/10/2026	601.09
473654304001	wall clock fy 25/26	Paid by Check #58282		06/23/2026	07/10/2026	07/10/2026		07/10/2026	30.38
473718290001	binder fy 25/26	Paid by Check #58282		06/24/2026	07/10/2026	07/10/2026		07/10/2026	16.00
473718976001	lubricant fy 25/26	Paid by Check #58282		06/24/2026	07/10/2026	07/10/2026		07/10/2026	49.04
			Vendor **142 - ODP Business Solutions, LLC** Totals			Invoices	4		$696.51
Vendor **1773 - Pace Supply Corp.**									
1911498548-1	pace supplies FY 25/26	Paid by Check #58283		06/30/2026	07/10/2026	07/10/2026		07/10/2026	1,795.85

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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 **1773 - Pace Supply Corp.** Totals				Invoices	1		$1,795.85
Vendor **76 - Pacific Gas & Electric**									
7314274871105/26	Parks & CS 04/10/26-05/10/26	Paid by Check #58303		05/12/2026	07/10/2026	07/10/2026		07/10/2026	3,298.41
6220088828705/26	PARKS-EL MONTE & MCKINLEY 04/27/26-05/26/26	Paid by Check #58301		05/31/2026	07/10/2026	07/10/2026		07/10/2026	107.22
7464085068606/26	786 W Saginaw Ave Montebella I CFD 04/30/26-05/31/26	Paid by Check #58286		06/01/2026	07/10/2026	07/10/2026		07/10/2026	2.90
2946520700806/26	L & L 05/11/26-06/08/26	Paid by Check #58294		06/09/2026	07/10/2026	07/10/2026		07/10/2026	165.55
5027356573406/26	RANDLE AVE 05/11/26-06/08/26	Paid by Check #58320		06/09/2026	07/10/2026	07/10/2026		07/10/2026	74.39
2073277197506/26	1088 E KAMM AVE 05/11/26-06/08/26	Paid by Check #58316		06/10/2026	07/10/2026	07/10/2026		07/10/2026	873.44
8744095279106/26	301 E KAMM AVE 05/08/26-06/07/26	Paid by Check #58328		06/11/2026	07/10/2026	07/10/2026		07/10/2026	25.78
9548749847906/26	Alta & Nebraska Ave 05/13/26-06/10/26	Paid by Check #58332		06/11/2026	07/10/2026	07/10/2026		07/10/2026	284.54
0008527688-9	2099 W SIERRA WAY B May 2026	Paid by Check #58311		06/12/2026	07/10/2026	07/10/2026		07/10/2026	265.27
0915078178006/26	PW-Various 05/15/26-06/12/26	Paid by Check #58315		06/12/2026	07/10/2026	07/10/2026		07/10/2026	1,767.72
2567113494506/26	Autumn Gate Phase II & III 05/15/26-06/12/26	Paid by Check #58284		06/12/2026	07/10/2026	07/10/2026		07/10/2026	55.91
4323390246906/26	L & L CITRUS HEIGHTS VENTURA AND O 05/15/26-06/12/26	Paid by Check #58296		06/12/2026	07/10/2026	07/10/2026		07/10/2026	77.47
7232679737906/26	PW-Various 05/15/26-06/12/26	Paid by Check #58327		06/12/2026	07/10/2026	07/10/2026		07/10/2026	17,359.44
8543598174206/26	L & L 05/15/26-06/12/26	Paid by Check #58306		06/12/2026	07/10/2026	07/10/2026		07/10/2026	250.38
9018373735306/26	L & L DUNMORE HOMES VISCAYA 1 AT SAGINA 05/15/26-06/12/26	Paid by Check #58307		06/12/2026	07/10/2026	07/10/2026		07/10/2026	1,140.56
9179222553306/26	PW-Various 05/15/26-06/12/26	Paid by Check #58331		06/12/2026	07/10/2026	07/10/2026		07/10/2026	1,029.20
9196176758806/26	L & L SIERRA WAY AND BUENA VISTA AVE 05/15/26-06/12/26	Paid by Check #58309		06/12/2026	07/10/2026	07/10/2026		07/10/2026	114.20
3166578419006/26	3007 W Kamm Ave 05/18/26-06/15/26	Paid by Check #58285		06/16/2026	07/10/2026	07/10/2026		07/10/2026	617.98
5949665550306/26	6675 AVE 412 05/18/26-06/15/26	Paid by Check #58323		06/16/2026	07/10/2026	07/10/2026		07/10/2026	60,702.81
6402990649806/26	PD - FY2026 / 05/18/2026 - 06/15/2026 Billing Charges	Paid by Check #58288		06/16/2026	07/10/2026	07/10/2026		07/10/2026	84.82
8866956432506/26	NW SE SW 18 16 24 05/18/26-06/15/26	Paid by Check #58329		06/16/2026	07/10/2026	07/10/2026		07/10/2026	30.70
1557710974506/26	Parks 1851 E Kamm Ave 05/15/26 -06/16/26	Paid by Check #58291		06/18/2026	07/10/2026	07/10/2026		07/10/2026	1,197.95
5022214690906/26	L & L PARKSIDE VILLAGE PHASE I 05/21/26-06/18/26	Paid by Check #58297		06/18/2026	07/10/2026	07/10/2026		07/10/2026	258.25
6021181187606/26	Sportsplex 201 N URUAPAN WAY 06/2/26-07/01/26	Paid by Check #58300		06/18/2026	07/10/2026	07/10/2026		07/10/2026	383.45
6210151941106/26	Kamm & Green Ave 02/09-26-03/10/26	Paid by Check #58324		06/18/2026	07/10/2026	07/10/2026		07/10/2026	4,310.84
6407995725006/26	PW-Various 05/11/26-06/08/26	Paid by Check #58325		06/18/2026	07/10/2026	07/10/2026		07/10/2026	989.39
7314274871106/26	Parks & CS 05/11/26-06/08/26	Paid by Check #58304		06/18/2026	07/10/2026	07/10/2026		07/10/2026	1,349.19

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0375636985006/26	PW N/E Rd 76 & Ave 416 05/22/26-06/22/26	Paid by Check #58312		06/23/2026	07/10/2026	07/10/2026		07/10/2026	123.25
2459524157106/26	L & L NORTHRIDGE W/EATON 05/26/26-06/23/26	Paid by Check #58293		06/24/2026	07/10/2026	07/10/2026		07/10/2026	7.22
5438816975406/26	L & L NEWTON & NORTHRIDGE 05/26/26-06/23/26	Paid by Check #58298		06/24/2026	07/10/2026	07/10/2026		07/10/2026	457.30
9146744205806/26	L & L DAVIS E/ALTA AVE 05/26/26-06/23/26	Paid by Check #58308		06/24/2026	07/10/2026	07/10/2026		07/10/2026	17.78
0418167531706/26	RD 72 & W Sierra Way 05/27/26-06/24/26	Paid by Check #58313		06/25/2026	07/10/2026	07/10/2026		07/10/2026	758.39
0584832101306/26	NE CRAWFORD & GERALD 05/27/26-06/24/26	Paid by Check #58314		06/25/2026	07/10/2026	07/10/2026		07/10/2026	362.70
0766265341406/26	L & L 1300 ROSEMARY AVE 05/27/26-06/27/26	Paid by Check #58289		06/25/2026	07/10/2026	07/10/2026		07/10/2026	55.97
1349551825306/26	L & L-1300 SAGINAW AVE 05/27/26-06/24/26	Paid by Check #58290		06/25/2026	07/10/2026	07/10/2026		07/10/2026	23.51
1594680195606/26	Parks-855 E El Monte Way 05/27/26-06/24/26	Paid by Check #58292		06/25/2026	07/10/2026	07/10/2026		07/10/2026	890.95
2076925656906/26	S/E Cor Newton & Davis 05/27/26-06/24/26	Paid by Check #58317		06/25/2026	07/10/2026	07/10/2026		07/10/2026	183.88
3600674390406/26	L & L 698 N LINCOLN AVE 05/27/26-06/24/26	Paid by Check #58295		06/25/2026	07/10/2026	07/10/2026		07/10/2026	17.65
4592247189606/26	111 N HAYES AVE 05/27/26-06/24/26	Paid by Check #58318		06/25/2026	07/10/2026	07/10/2026		07/10/2026	32.42
4772157652906/26	ALTA & EL MONTE 05/27/26-06/24/26	Paid by Check #58319		06/25/2026	07/10/2026	07/10/2026		07/10/2026	156.42
5355488862706/26	912 N ALTA AVE @ SAGINAW & ALTA 05/27/26-06/24/26	Paid by Check #58321		06/25/2026	07/10/2026	07/10/2026		07/10/2026	76.38
5564264294006/26	L & L 05/27/26-06/24/26	Paid by Check #58299		06/25/2026	07/10/2026	07/10/2026		07/10/2026	245.62
5657667089906/26	NW COR ALICE & W EL MONTE WAY 05/27/26-06/24/26	Paid by Check #58322		06/25/2026	07/10/2026	07/10/2026		07/10/2026	107.75
6657667025206/26	NW COR ALTA & RD 80 05/27/26-06/24/26	Paid by Check #58326		06/25/2026	07/10/2026	07/10/2026		07/10/2026	86.04
6782667017506/26	L & L ALICE & W NORTH WAY 05/27/26-06/24/26	Paid by Check #58302		06/25/2026	07/10/2026	07/10/2026		07/10/2026	37.47
8116588543506/26	L & L 1920 E LAUREN AVE 05/27/26-06/24/26	Paid by Check #58305		06/25/2026	07/10/2026	07/10/2026		07/10/2026	63.22
8968787345806/26	651 W SAGINAW AVE 05/27/26-06/24/26	Paid by Check #58330		06/25/2026	07/10/2026	07/10/2026		07/10/2026	255.52
9480504109506/26	Parks 990 E El Monte Way 05/27/26-06/24/26	Paid by Check #58310		06/25/2026	07/10/2026	07/10/2026		07/10/2026	404.35
568305450696/26	PD - FY2026 / 05/11/2026 - 06/08/2026 Billing Charges	Paid by Check #58287		06/26/2026	07/10/2026	07/10/2026		07/10/2026	5,681.46
9001498229306/26	405 E El Monte Way 05/11/26-06/08/26	Paid by Check #58335		06/26/2026	07/10/2026	07/10/2026		07/10/2026	1,749.88
0021138281706/26	765 W Nebraska Ave 05/29/26-06/28/26	Paid by Check #58333		06/29/2026	07/10/2026	07/10/2026		07/10/2026	5.74

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7022723403906/26	1480 W El Monte Way 05/29/26-06/28/26	Paid by Check #58334		06/29/2026	07/10/2026	07/10/2026		07/10/2026	804.18
9825087728306/26	595 W Nebraska Ave 05/29/26-06/28/26	Paid by Check #58336		06/29/2026	07/10/2026	07/10/2026		07/10/2026	71.57
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	53		$109,494.38
Vendor **2195 - Miguel A Pelayo**									
0000052	Pamela Ponding Basin	Paid by Check #58337		07/06/2026	07/10/2026	07/10/2026		07/10/2026	15,000.00
		Vendor **2195 - Miguel A Pelayo** Totals				Invoices	1		$15,000.00
Vendor **1802 - PNC Bank, National Association**									
05/29/2026	FY 2027-010 610289607 36603618	Paid by EFT #4115		05/29/2026	07/10/2026	07/10/2026		07/10/2026	62,816.95
		Vendor **1802 - PNC Bank, National Association** Totals				Invoices	1		$62,816.95
Vendor **1836 - Quality Landscape Construction Inc.**									
17080	controller program for irrigation medians Alta & El Monte fy 26	Paid by Check #58338		07/06/2026	07/10/2026	07/10/2026		07/10/2026	950.00
		Vendor **1836 - Quality Landscape Construction Inc.** Totals				Invoices	1		$950.00
Vendor **33 - R & S Erection of Fresno County**									
149177	Water Tower Rollup Door FY 2025-26	Paid by Check #58339		06/17/2026	07/10/2026	07/10/2026		07/10/2026	13,230.00
		Vendor **33 - R & S Erection of Fresno County** Totals				Invoices	1		$13,230.00
Vendor **688 - Rogelio Ramirez**									
June 2026	FY 2026 Anthem Reimb 6/1/26-6/30/26	Paid by Check #58340		06/26/2026	07/10/2026	07/10/2026		07/10/2026	372.32
		Vendor **688 - Rogelio Ramirez** Totals				Invoices	1		$372.32
Vendor **761 - Rod's Custom Signs Inc.**									
16647	FY2026-Special Events-SNL-Summer Concert-Advertising banner	Paid by Check #58341		05/19/2026	07/10/2026	07/10/2026	06/24/2026	07/10/2026	103.66
16750	FY2026-Sportsplex-(2) A frame signs w/Sportsplex Logo	Paid by Check #58341		06/25/2026	07/10/2026	07/10/2026	06/29/2026	07/10/2026	429.76
		Vendor **761 - Rod's Custom Signs Inc.** Totals				Invoices	2		$533.42
Vendor **2317 - Kaylee Rodriguez**									
Aqtcs-26-4Rodri	FY2026-Sports-Aquatics Lifeguard uniform reimburse. 2026 season	Paid by Check #58342		05/31/2026	07/10/2026	07/10/2026	06/30/2026	07/10/2026	75.31
		Vendor **2317 - Kaylee Rodriguez** Totals				Invoices	1		$75.31
Vendor **214 - Stericycle, Inc.**									
8014586555	Supplies FY 2026-27	Paid by Check #58343		06/18/2026	07/10/2026	07/10/2026		07/10/2026	172.38
		Vendor **214 - Stericycle, Inc.** Totals				Invoices	1		$172.38
Vendor **940 - Sunbelt Rentals, Inc.**									
185406055-0001	FY2026-Sportsplex-Repair/Maint-Scissor lift rental & fees	Paid by Check #58344		06/30/2026	07/10/2026	07/10/2026	06/30/2026	07/10/2026	1,377.05
		Vendor **940 - Sunbelt Rentals, Inc.** Totals				Invoices	1		$1,377.05
Vendor **1447 - Monte Sylvester**									

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July 2026	FY 2027 Anthem Reimb 7/1/26-7/31/26	Paid by Check #58345		06/29/2026	07/10/2026	07/10/2026		07/10/2026	508.50
			Vendor **1447 - Monte Sylvester** Totals			Invoices	1		$508.50
Vendor **717 - TMI Research Services**									
CITYOD 26-6-30	FY 2026	Paid by Check #58346		06/30/2026	07/10/2026	07/10/2026		07/10/2026	90.00
			Vendor **717 - TMI Research Services** Totals			Invoices	1		$90.00
Vendor **329 - Townsend Public Affairs**									
25586	FY 2027 Consulting July 2026	Paid by Check #58347		07/01/2026	07/10/2026	07/10/2026		07/10/2026	6,500.00
			Vendor **329 - Townsend Public Affairs** Totals			Invoices	1		$6,500.00
Vendor **193 - Training Innovations, Inc.**									
26-073	PD - TMS Software Support 07/01/2026 - 06/30/2027	Paid by Check #58348		06/08/2026	07/10/2026	07/10/2026		07/10/2026	875.00
			Vendor **193 - Training Innovations, Inc.** Totals			Invoices	1		$875.00
Vendor **2117 - TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.**									
210720-202606-1	PD - FY2026 / Monthly Service / Account ID 210720	Paid by Check #58349		07/01/2026	07/10/2026	07/10/2026		07/10/2026	108.00
			Vendor **2117 - TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.** Totals			Invoices	1		$108.00
Vendor **2316 - Tru-Trailers Inc.**									
47562	FY26/27-Parks-12' Dump Trailer/License/Doc Fee/Tire Fee	Paid by Check #58350		07/01/2026	07/10/2026	07/10/2026	07/01/2026	07/10/2026	11,435.16
			Vendor **2316 - Tru-Trailers Inc.** Totals			Invoices	1		$11,435.16
Vendor **49 - Tulare County**									
22183	FY 2026 Chamber Awards Plaques - Library	Paid by Check #58352		06/02/2026	07/10/2026	07/10/2026		07/10/2026	36.89
263666	FY2026-Fund191-Special Events-Ind.Day-Event food permit fees	Paid by Check #58351		06/25/2026	07/10/2026	07/10/2026	06/25/2026	07/10/2026	484.00
			Vendor **49 - Tulare County** Totals			Invoices	2		$520.89
Vendor **101 - Valley Soil & Forest Products**									
54638	FY2026-Parks-Wood chips/bark-replace-CPR playgr.safety supplies-	Paid by Check #58353		06/24/2026	07/10/2026	07/10/2026	06/26/2026	07/10/2026	3,874.54
			Vendor **101 - Valley Soil & Forest Products** Totals			Invoices	1		$3,874.54
Vendor **1434 - Vast Networks**									
76142	FY 2027-07/01/26-07/31/26 Internet SIP Trunks 30	Paid by Check #58354		07/01/2026	07/10/2026	07/10/2026		07/10/2026	5,165.88
			Vendor **1434 - Vast Networks** Totals			Invoices	1		$5,165.88
Vendor **354 - Verizon Wireless**									
6146107553	FY2026-Multiple Division-cell phone service-5/15/26-6/14/26	Paid by Check #58355		06/14/2026	07/10/2026	07/10/2026	06/24/2026	07/10/2026	1,174.61
6146107554	June/July 2026 FY 2025-26 & 2026-27	Paid by Check #58356		06/14/2026	07/10/2026	07/10/2026		07/10/2026	525.21
			Vendor **354 - Verizon Wireless** Totals			Invoices	2		$1,699.82
Vendor **1303 - Vortex Industries, LLC**									

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WO-217617	FY2026-Comm. Srvcs.-Repair/Maint.-Front door operators replace	Paid by Check #58357		06/30/2026	07/10/2026	07/10/2026	06/30/2026	07/10/2026	10,110.25
			Vendor **1303 - Vortex Industries, LLC** Totals			Invoices	1		$10,110.25
Vendor **2072 - Wells Fargo Vendor Financial Services LLC**									
5039268663	July/Aug FY 2026-27	Paid by Check #58358		06/27/2026	07/10/2026	07/10/2026		07/10/2026	139.17
			Vendor **2072 - Wells Fargo Vendor Financial Services LLC** Totals			Invoices	1		$139.17
Vendor **2080 - Xcitium Inc.**									
42662535-112	Contract Payment (26/36) July 2026	Paid by Check #58359		07/07/2026	07/10/2026	07/10/2026		07/10/2026	888.80
			Vendor **2080 - Xcitium Inc.** Totals			Invoices	1		$888.80
			Grand Totals			Invoices	370		$921,716.72

CITY OF DINUBA
Together, A Better Community
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City Council Staff Report

Department: PUBLIC WORKS

July 14, 2026

To: Mayor and City Council

From: George Avila, Public Works Director

By: Elva Patino, Business Manager

Subject: Public Hearing to Accept and Approve Closeout Report on the 2021 Sewer Lateral Program (21-CDBG-PI-00011) and Senior Meal Program (22-CDBG-NH-0003) Grants (GA)

RECOMMENDATION:

Council conduct the required public hearing to receive public comments regarding the closeout of the City's 2021 Community Development Block Grant (CDBG) Sewer Lateral Program (21-CDBG-PI-00011) and 2022 Senior Meal Program (22-CDBG-NH-00003). Following the public hearing, authorize staff to submit the required grant closeout documentation to the California Department of Housing and Community Development (HCD).

EXECUTIVE SUMMARY:

The City of Dinuba has completed the activities funded under the 2021 Community Development Block Grant (CDBG) Sewer Lateral Program and Senior Meal Program. As required by the California Department of Housing and Community Development (HCD), the City must conduct a public hearing to provide residents with an opportunity to review and comment on the completed grant-funded activities prior to administrative closeout of the grants. This public hearing satisfies HCD's citizen participation requirements.

OUTSTANDING ISSUES:

None

DISCUSSION:

The California Department of Housing and Community Development (HCD) requires recipients of Community Development Block Grant (CDBG) funding to complete an administrative closeout process upon completion of all grant-funded activities. As part

of this process, the City must conduct a public hearing to provide residents with an opportunity to review the completed activities and offer public comment prior to submitting the required closeout documentation to HCD. The City has successfully completed all activities associated with the 2021 Sewer Lateral Program (21-CDBG-PI-00011) and the 2022 Senior Meal Program (22-CDBG-NH-0003), see Attachments 1 and 2 for close-out reports. Approval of the recommended action will authorize staff to complete the required administrative closeout of both grant programs.

2021 CDBG Sewer Lateral Program (21-CDBG-PI-00011)

HCD authorized the City to utilize Community Development Block Grant (CDBG) Program Income to establish the 2021 Sewer Lateral Program. A total of $200,000 was allocated to provide grant assistance to eligible low and moderate income households for the construction of new private sewer laterals connecting to the new sewer main installed along North Alta and Griggs Avenues. Under the terms of the HCD Standard Agreement, grant activities must be completed within the established expenditure period. The agreement expires on August 16, 2026, requiring the City to complete the administrative closeout of the program and reallocate any unexpended Program Income to another eligible CDBG activity.

Despite the availability of grant funding, homeowner participation was substantially lower than anticipated. Staff conducted outreach throughout the project; however, many eligible property owners declined to participate. Ultimately, two qualifying households received grant assistance through the program. Although participation was limited, the program successfully fulfilled its intended purpose by eliminating the financial burden of installing new sewer laterals. Total program expenditures were $32,458, including direct homeowner assistance and eligible program administration costs.

Because the program was funded entirely with CDBG Program Income, the unexpended balance is not forfeited upon closeout. Instead, the remaining $167,542 will remain in the City's Program Income fund and has been committed to the Rose Ann Vuich Park Improvements Project, another eligible CDBG activity. Although the City could have continued offering the Sewer Lateral Program if the agreement remained active, the impending expiration of the HCD Standard Agreement requires the program to be administratively closed and the remaining funds disencumbered. This approach ensures the funding continues to benefit the Dinuba community while maintaining compliance with HCD's expenditure and closeout requirements.

Below is a summary of program accomplishments:

- Assisted two (**2)** income-qualified households with private sewer lateral installation
- Provided approximately $32,458 in direct homeowner assistance.
- Removed financial barriers to connecting eligible residents to the City's

upgraded sewer infrastructure.

- Approximately $167,542 in CDBG Program Income will remain available for the Rose Ann Vuich Park Improvements Project.

2022 Senior Meal Program (22-CDBG-NH-0003)

In 2022, the City successfully secured a competitive $500,000 Community Development Block Grant from HCD to expand the Senior Meal Program operated at the Dinuba Senior Center. Prior to receiving this funding, the City's existing meal program was only able to provide meals at the Senior Center two days per week due to limited local resources. This grant provided the opportunity to significantly expand services for Dinuba's senior population.

Grant funding allowed the City to expand meal service from two days per week to five days per week, purchase a dedicated meal delivery vehicle, provide meal supplies, and fund the staffing necessary to administer and operate the program. These improvements substantially increased the City's capacity to provide meals at the Senior Center and home-delivered meals, improving access to nutritious meals while reducing food insecurity and social isolation among participating seniors.

The program was an outstanding success. During the grant period, the City served 45,405 meals to 352 unduplicated seniors, fully expending the entire $500,000 grant award on eligible activities. In addition to these measurable accomplishments, the program significantly expanded services available to Dinuba seniors and demonstrated the City's ability to effectively leverage competitive grant funding to improve the quality of life for residents.

The benefits of this investment will continue beyond the grant period. The City now has additional operational capacity, including the dedicated meal delivery vehicle, that will continue supporting senior nutrition services in the future. Based on the program's demonstrated success and strong community response, the City has submitted a subsequent funding application to HCD and is currently awaiting a funding determination to continue the expanded level of service.

Below is a summary of program accomplishments:

- Expanded Senior Meal Program service from 2 days per week to 5 days per week.
- Served 45,405 meals to 352 unduplicated seniors.
- Purchased a dedicated meal delivery vehicle to support long-term meal delivery operations.
- Fully expended the City's $500,000 competitive CDBG grant award.
- Significantly improved access to nutritious meals and enhanced quality of life for

Dinuba seniors.

With all grant-funded activities successfully completed, staff recommends that the City Council conduct the required public hearing, receive public testimony, and approve the administrative closeout of the 2021 CDBG Sewer Lateral Program (21-CDBG-PI-00011) and the 2022 CDBG Senior Meal Program (22-CDBG-NH-0003). This action will satisfy the California Department of Housing and Community Development's (HCD) citizen participation and grant closeout requirements, allowing staff to submit the required closeout documentation and formally conclude both grant programs.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action. Approximately $167,542 in unexpended CDBG Program Income from the 2021 Sewer Lateral Program will be disencumbered and committed to the Rose Ann Vuich Park Improvements Project. The 2022 Senior Meal Program fully expended its $500,000 grant award with no remaining grant funds.

PUBLIC HEARING:

Public Hearing was posted in the Mid Valley Times on July 2, 2026

ATTACHMENTS:

1. Closeout 2021-CDBG-PI-00011
2. Closout 2022-CDBG-NH-0003

CDBG Combined Closeout Package

CDBG Award Number (fill in):	21-CDBG-PI-00011

Checklist

I/we have completed the following forms. Check all that apply.

- [x] Closeout Certification
- [ ] Acquired Property Inventory (if applicable)
  - Proof of ownership (e.g., vehicle registration, recorded grant deed, etc.)
- [x] Disencumbrance of Funds Acknowledgment
- [x] Completion Report Acknowledgement
  - Completion Report
- [x] Section 3 Compliance Acknowledgement
- [ ] Section 3 Closeout Report (if applicable)
- [ ] Section 3 Qualitative Efforts (if applicable)
- [x] Affidavit of Posting Notice
  - Proof of postings (e.g., picture of the website posting with date stamp, photo of the document posted in a public place, etc.)
  - Meeting minutes or notes with comments any comments
- [ ] If this award included a planning activity, **ALL** of the following are uploaded/attached:
  - Final Product(s)
  - Board Resolution accepting each/all final product(s)
- [x] If this award included construction activity, **ALL** of the following are uploaded/attached:
  - Recorded Notice of Completion
  - Photo(s) of completed project
- [x] CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), George Avila, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award Number 21-CDBG-PI-00011 have, to the best of my knowledge, been carried out in accordance with the contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Project/Program Name: Sewer Lateral	**Award Number:** 21-CDBG-PI-00011

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement

This award has unused CDBG Grant Funds.

☑ Yes

☐ No (If "No", skip to the Completion Report Acknowledgement form)

Separate out Grant Funds from Program Income funds and report it on separate lines in the table below and mark whether the funds are Grant Funds or Program Income Funds.

Award Number	Matrix Code	Amount to be Disencumbered	Grant Funds	Program Income Funds
21-CDBG-PI-00011	14A	167,541.80	☐	☑
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
TOTAL		167,541.80		

*__Note__: Unused Program Income (PI) dollars will be returned to the grantee's PI balance

Completion Report Acknowledgement

I/We will **upload** a copy of the completed Completion Report concurrently with the submittal of this package.

- [x] Yes
- [ ] No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☐ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☐ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Awards Funded Prior to November 30, 2020)

Grantee Name:
Award Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:			

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Awards Funded On or After November 30, 2020)

Grantee Name: City of Dinuba	
Award Number: 21-CDBG-PI-00011	
Project Name: Sewer Lateral	
Project Location (Address): Within the City of Dinuba	
County or Metropolitan Service Area (MSA) Where Project is Located: Tulare County	
Report Date: 6/16/2026	

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:	0		
Total Section 3 Labor Hours to Date:	0		
Targeted Section 3 Labor Hours to Date:	0		

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award Number: N/A
Grantee: N/A

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Poster) Elva Patino, hereby certify that on the 1st day of July (month), 2026 (year), the notice of public meeting to discuss closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program was posted at the following 4 (number) locations, and was available to the public from 7/1/26 (date) to 7/14/26 (date).

Location 1:	City Hall
Location 2:	Community Center
Location 3:	Library
Location 4:	Mid-Valley Times Newspaper (July 2nd published)

**If the notice was posted at additional locations, please check this box ☐ and attach an additional page listing the additional locations.

Elva Patino
Signature of Poster

Elva Patino, Business Manager,City of Dinuba
Organizaton and Title of Poster

I, (name) George Avila, employee or officer of City of Dinuba (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct. Dated at City of Dinuba (location), California, this 14th (date) day of July (month), 2026.

George Avila
Signature of Employee or Officer

George Avila, Public Works Director
Title of Employee or Officer

(Poster and Employee/Officer signatories must not be the same person)

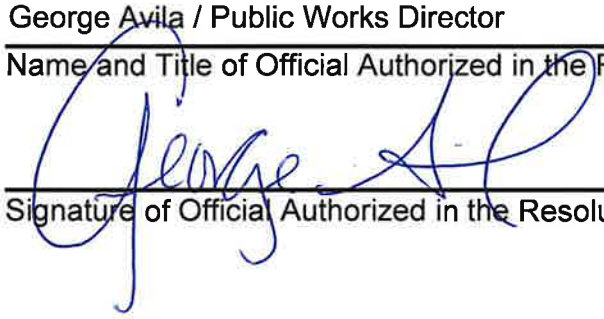
CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date: _____

George Avila / Public Works Director

Name and Title of Official Authorized in the Resolution



Signature of Official Authorized in the Resolution

CDBG Combined Closeout Package

CDBG Award Number (fill in):	22-CDBG-NH-00003

Checklist

I/we have completed the following forms. Check all that apply.

- [x] Closeout Certification
- [ ] Acquired Property Inventory (if applicable)
  - Proof of ownership (e.g., vehicle registration, recorded grant deed, etc.)
- [x] Disencumbrance of Funds Acknowledgment
- [x] Completion Report Acknowledgement
  - Completion Report
- [x] Section 3 Compliance Acknowledgement
- [ ] Section 3 Closeout Report (if applicable)
- [ ] Section 3 Qualitative Efforts (if applicable)
- [x] Affidavit of Posting Notice
  - Proof of postings (e.g., picture of the website posting with date stamp, photo of the document posted in a public place, etc.)
  - Meeting minutes or notes with comments any comments
- [ ] If this award included a planning activity, **ALL** of the following are uploaded/attached:
  - Final Product(s)
  - Board Resolution accepting each/all final product(s)
- [ ] If this award included construction activity, **ALL** of the following are uploaded/attached:
  - Recorded Notice of Completion
  - Photo(s) of completed project
- [x] CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), Luis Patlan, City Manager, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award Number 22-CDBG-NH-00003 have, to the best of my knowledge, been carried out in accordance with the contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Project/Program Name: Senior Meal Program	**Award Number:** 22-CDBG-NH-00003

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
None								%
								%
								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement

This award has unused CDBG Grant Funds.

☐ Yes

☑ No (If "No", skip to the Completion Report Acknowledgement form)

Separate out Grant Funds from Program Income funds and report it on separate lines in the table below and mark whether the funds are Grant Funds or Program Income Funds.

Award Number	Matrix Code	Amount to be Disencumbered	Grant Funds	Program Income Funds
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
TOTAL				

*__Note__: Unused Program Income (PI) dollars will be returned to the grantee's PI balance

Completion Report Acknowledgement

I/We will **upload** a copy of the completed Completion Report concurrently with the submittal of this package.

- [x] Yes
- [ ] No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☑ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☑ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Awards Funded Prior to November 30, 2020)

Grantee Name:
Award Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:			

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Awards Funded On or After November 30, 2020)

Grantee Name:
Award Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:			
Targeted Section 3 Labor Hours to Date:			

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award Number:
Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- [ ] Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- [ ] Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- [ ] Held one or more job fairs
- [ ] Provided or connected residents with supportive services that can provide direct services or referrals
- [ ] Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- [ ] Assisted residents with finding childcare
- [ ] Assisted residents to apply for or attend community college or a four-year educational institution
- [ ] Assisted residents to apply for or attend vocational/technical training
- [ ] Assisted residents to obtain financial literacy training and/or coaching
- [ ] Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- [ ] Provided or connected residents with training on computer use or online technologies
- [ ] Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Poster) Elva Patino, hereby certify that on the 1st day of July (month), 2026 (year), the notice of public meeting to discuss closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program was posted at the following 4 (number) locations, and was available to the public from 7/1/26 (date) to 7/14/26 (date).

Location 1:	City Hall
Location 2:	Community Center
Location 3:	Library
Location 4:	Mid-Valley Times Newspaper (July 2nd published)

**If the notice was posted at additional locations, please check this box ☐ and attach an additional page listing the additional locations.

Elva Patino
Signature of Poster

Elva Patino, Business Manager,City of Dinuba
Organizaton and Title of Poster

I, (name) George Avila, employee or officer of City of Dinuba (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct. Dated at City of Dinuba (location), California, this 14th (date) day of July (month), 20 26.

George Avila
Signature of Employee or Officer

George Avila, Public Works Director
Title of Employee or Officer

(Poster and Employee/Officer signatories must not be the same person)

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Additionally, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Date: 7/15/26

Luis Patlan, City Manager

Name and Title of Official Authorized in the Resolution

Signature of Official Authorized in the Resolution

City Council Staff Report

Department: CITY MANAGER'S OFFICE July 14, 2026

To: Mayor and City Council

From: Schoettler Karl, City Planner

By: Bonique Emmerson

Subject: Public hearing to consider an appeal of Planning Commission's approval of an application for a Conditional Use Permit for the construction and operation of a gas station at the existing Walmart store, located on the east side of Monte Vista Drive, south of El Monte Way.

RECOMMENDATION:

Council to conduct the public hearing and adopt Resolution No. 2026-47, denying the appeal and affirming the Planning Commission's approval of Conditional Use Permit Application No. 2026-03, including the determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32, In-Fill Development Projects).

EXECUTIVE SUMMARY:

On June 2, 2026, the Planning Commission approved a Conditional Use Permit for a fueling station at the Walmart property on 770 W. El Monte Way, consisting of ten fuel dispensers, a sales kiosk, underground storage tanks, and related site improvements on approximately two acres. On June 12, 2026, an appeal was filed arguing the City should delay approval pending an economic impact study on existing retailers and additional environmental review. Staff reviewed the appeal alongside the Dinuba Municipal Code, CEQA, and the evidence on record, concluding that the Planning Commission correctly applied CUP requirements, that the project qualifies for a Class 32 Categorical Exemption, and that the appeal fails to present substantial evidence of error or a need for further environmental review. Accordingly, Staff recommends denial of the appeal and affirmation of the Planning Commission's original approval.

OUTSTANDING ISSUES:

None.

DISCUSSION:

Project Background

The subject property consists of approximately 23.4 acres developed with an existing Walmart retail store and associated parking located at 770 W. El Monte Way (Attachment B shows project location and Attachment C is an aerial photo of the site). The area where the proposed project will be located is approximately 2 acres in size. The site is designated Community Commercial by the General Plan and zoned C-3 (Community Commercial). Service stations, gasoline sales (including convenience store with sales of alcoholic beverages) is a use that is conditionally permitted within the C-3 zone district, subject to approval of a conditional use permit. In addition, section 17.33.020 (permit uses table) states that "Any use that is judged by the city planner to be reasonably similar in nature to other permitted uses may be considered a permitted use. Further, any use judged by the city planner to be reasonably similar in nature to a conditionally permitted use may be considered as such (permitted by conditional use permit)." The proposed use fits the definition of "Service Station" found in Section 17.67.030, but does not include any "grease racks or elevators, wash racks or pits," etc., as defined. However, given that a Service Station is primarily defined as "a facility which supplies gasoline and diesel fuel to motor vehicles", the proposed fueling facility has been deemed similar in nature to this conditionally permitted use and thus also permitted as a conditional use in the C-3 zone district.

The proposed facility includes the following elements (as depicted on the attached Attachment E):

- 10 pumps/fuel dispensers (20 fueling positions);
- Metal shade canopy
- a 440-square-foot employee kiosk to include sales of snacks and beverages;
- three underground fuel storage tanks;
- lighting;
- landscaping and walkways;
- pedestrian improvements;
- utility connections;
- trash enclosure;
- parking modifications; and
- roadway improvements, including the installation of a left turn lane for southbound traffic on Monte Vista Drive along the west side of the site.

According to the application, the facility would be manned by employees in two shifts during operating hours of the Walmart store (6:00 am to 10:00 pm) and the pumps would be open 24 hours per day. The facility will be monitored by security cameras. According to the applicant, the fuel tanks will typically be refilled once a day, depending on demand. Fuel trucks will be coordinated so they arrive at off-peak hours (e.g. early morning or late night).

The project would result in the removal of approximately 130 existing parking spaces. However, the site plan provides 28 new parking spaces around the gas station. The remaining parking on the full 23-acre parcel still exceeds the City's requirement for the existing Walmart store.

The project would result in the removal of up to 23 mature shade trees. Staff is recommending that these trees be evaluated to be removed via spade and replanted elsewhere in the city. The city has several locations in parks and street medians where the trees could go, and is very willing to work with the developer to accomplish this. The project was reviewed by Planning, Engineering, Public Works, Fire, Police, Building, and other affected departments, resulting in recommended Conditions of Approval addressing site design, circulation, landscaping, utilities, construction practices, drainage, lighting, public safety, and operational requirements.

Conditional Use Permit Processing

The application was processed and reviewed consistent with requirements for Conditional Use Permits found in Chapter 17.57 of the Dinuba Municipal Code. A brief summary of this process is as follows:

1. The application is submitted to the City.
2. The city reviews the application for completeness and notifies the applicant if any items are missing.
3. The application is reviewed by City Departments, including Planning, Engineering/Public Works, Fire, Building, Police and Solid Waste.
4. Comments are provided to applicant.
5. Applicant resubmits to respond to City comments.
6. When deemed to comply with City standards, the project is scheduled for a public hearing before the Planning Commission.
7. A public hearing notice is published in the newspaper and also mailed to property owners within 300 feet of the site (and occupants within 100 feet of the site) at least ten days before the public hearing.
8. The Planning Commission conducts a public hearing to consider the application and provides an opportunity for the public to ask questions, support or oppose the application. At the meeting, the Commission can approve or deny an application (or continue the hearing if the Commission determines that additional information is needed).

Planning Commission Action

The Planning Commission conducted a duly noticed public hearing on June 2, 2026.

After considering:

1. the Staff Report;

2. the application materials;
3. other agency comments;
4. CEQA requirements;
5. public testimony; and
6. applicable Municipal Code findings,

The Planning Commission unanimously adopted Resolution No. 1175 approving the Conditional Use Permit, subject to findings and conditions of approval. Several members of the public asked questions about the project during the hearing, but none objected to the project's approval.

Appeal

A timely appeal (and required fee) was filed on June 12, 2026, pursuant to Chapter 17.63.020 of the Dinuba Municipal Code. The appeal letter (Attachment 'F') was signed by 8 individuals. These individuals represent 6 existing gas stations in Dinuba, two proposed stations in Dinuba and two existing stations outside Dinuba (one in Sultana and one in Cutler). The appeal does not contend that the project violates any specific zoning standard, development standard, or Conditional Use Permit requirement contained within the Dinuba Municipal Code.

Instead, the appeal primarily requests that the City postpone action pending additional study regarding:

1. potential economic impacts on existing fueling stations;
2. possible displacement of locally owned businesses;
3. impacts on local employment;
4. competitive effects associated with Walmart's business model;
5. public safety and traffic concerns;
6. potential environmental impacts; and
7. the need for independent economic and community impact analysis.

Staff has carefully reviewed each of these issues and provided the following responses.

Staff Response to Appeal Arguments

1. The Conditional Use Permit Review Process Does Not Evaluate Protection from Economic Competition

The principal argument raised in the appeal concerns the potential economic effects that approval of an additional fueling station may have on existing businesses. While staff recognizes these concerns, neither the Dinuba Municipal Code nor California land use law authorizes denial of a Conditional Use Permit solely to protect existing businesses from lawful competition. Approval or denial of a conditional use

permit must be based on the findings found in Section 17.57.050 of the Dinuba Municipal Code. These findings are discussed in more detail later in this staff report.

Rather, the purpose of a Conditional Use Permit is to determine whether the proposed land use is appropriate for the site, compatible with surrounding development, and capable of operating in a manner that protects public health, safety, and general welfare.

The City's review appropriately focused on issues within its authority, including:

- land use compatibility;
- site design;
- traffic circulation;
- parking;
- utilities;
- public safety;
- environmental compliance;
- operational characteristics; and
- consistency with the General Plan and Municipal Code.

Economic competition among private businesses is not one of the required findings for approval or denial of a Conditional Use Permit.

2. Economic Competition Is Not an Environmental Impact Under CEQA

A substantial portion of the appeal requests preparation of additional environmental documentation based upon concerns regarding potential economic impacts to competing businesses.

CEQA requires public agencies to evaluate the potential for physical changes to the environment resulting from a project. Economic competition, market share, consumer pricing, or business profitability, standing alone, do not constitute environmental impacts under CEQA.

The appeal largely discusses:

- transfer of fuel sales;
- market competition;
- reduced revenues;
- employment shifts;
- business profitability; and
- consumer purchasing behavior.

These concerns, while understandable, are economic issues rather than physical

environmental effects.

The project's environmental review appropriately evaluates physical environmental issues including traffic, air quality, noise, water quality, utilities, biological resources, and public services. Staff's analysis concludes that the project qualifies for a Class 32 Categorical Exemption because it satisfies all required criteria and no exception to the exemption applies.

3. Traffic and Public Safety Have Been Adequately Evaluated

The appeal requests additional traffic analysis related to vehicle traffic and fuel deliveries. These issues were evaluated during project review and, as a condition of approval, the applicant will be required to construct an extension of the existing southbound left-turn lane on Monte Vista Drive to improve access and reduce queuing. The site has multiple points of ingress and egress, internal circulation has been reviewed by City engineering staff, and fuel deliveries will generally occur during off-peak hours. Furthermore, W. El Monte Way was recently widened to include four travel lanes, a striped median, and dedicated turn lanes to accommodate increased traffic. No evidence has been presented demonstrating that the project will create unsafe traffic conditions.

4. Existing Regulations Address Fuel Storage and Environmental Safety

The appeal expresses concern regarding underground fuel storage tanks and associated environmental risks. Operation of underground storage tanks is extensively regulated by state agencies, including requirements governing tank construction, leak detection, monitoring, spill prevention, emergency response, and environmental protection. Additionally, the project must comply with City engineering standards, Fire Department requirements, Building Code requirements, applicable Regional Water Quality Control Board regulations, NPDES requirements, and San Joaquin Valley Air Pollution Control District regulations. These regulatory requirements substantially reduce potential environmental risks associated with fuel storage.

5. Community Character

The project site is located within an established commercial corridor developed with large-scale retail uses. Fueling stations are specifically contemplated within the Community Commercial zoning district through the Conditional Use Permit process.

The project has been designed to include:

- architectural improvements;
- landscaping;
- lighting standards;
- pedestrian improvements;
- parking;

- tree relocation where feasible; and
- screening requirements.

Accordingly, staff concludes the project is compatible with surrounding commercial development.

6. Request for Additional Independent Studies

The appeal requests that the City postpone consideration pending additional economic and community impact analysis. Staff does not believe additional studies are necessary. The application has undergone a comprehensive review by all applicable City departments and agencies. No evidence has been submitted demonstrating that additional studies are necessary to evaluate compliance with the City's Conditional Use Permit findings or CEQA.

Required Findings

The City Council must independently determine whether the findings required by Section 17.57.050 of the Dinuba Municipal Code can be made. In order to deny the conditional use permit application, it must be found that one of these findings can not be made.

Staff concludes each finding remains supported by substantial evidence contained within the administrative record.

Finding No. 1
THAT THE USE IS COMPATIBLE WITH THE ZONE DISTRICT IN WHICH IT IS PROPOSED.

Response: The project is located within the C-3 (Community Commercial) zone district. Service stations, gasoline sales (including convenience stores with sales of alcoholic beverages) is a use that is conditionally permitted within the C-3 zone district, subject to approval of a conditional use permit. The project was reviewed by planning and conditioned to ensure compliance with the standards and regulations of the C-3 zone district and the special use section for Service Stations (Section 17.45.040).

Finding No. 2
THAT THE USE IS COMPATIBLE WITH THE GENERAL PLAN ADOPTED FOR THE SUBJECT SITE.

Response: The project site is designated Community Commercial by the General Plan. The C-3 zoning is consistent with the General Plan land use designation. The project has been reviewed and conditioned to ensure compliance with the General Plan. For example, General Plan policy 1.31 states that “Commercial and office site planning shall be compatible with the surrounding neighborhood, signage, and landscaping.” The

proposed project has incorporated sufficient landscaping to be compatible with the surrounding neighborhood.

In addition, Policy 1.42 has additional findings for Conditional Use Permits, which “shall be used where site conditions or project location will affect land use compatibility. Findings required for approval shall include:

a. That the site for the proposed use is adequate size and shape to accommodate said use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by the applicable zone district.
See Finding No. 5 below. The fueling station occupies approximately two acres of an existing 23-acre commercial site. All applicable development standards are satisfied subject to compliance with conditions of approval. The project was reviewed by fire, engineering and other departments and agencies, and it was determined that the project, as proposed and subject to conditions, is feasible, and an appropriate use of the subject site.

b. That the site for the proposed use is served by streets and highways adequate to carry the quantity and kind of traffic generated by the proposed use.
Monte Vista Drive and El Monte Way are improved arterial roadways. Required roadway improvements further enhance traffic circulation. The project was reviewed by engineering and conditioned so that the project circulation is adequate and that all streets can accommodate the proposed traffic.

c. That public facilities are currently, or will be, adequate to serve the proposed use.
The project was reviewed by City departments and divisions, including engineering. It has been determined, subject to compliance with conditions of approval, that the proposed projects can be adequately served by existing public facilities.

d. That the proposed development is consistent with the General Plan.”
See Finding No. 2 above.

Finding No. 3
THAT THE DEVELOPMENT AND OPERATION OF THE USE WILL COMPLY WITH APPLICABLE ZONING ORDINANCE REGULATIONS.

Response: The project is located within an established commercial shopping center and has been conditioned to satisfy all applicable development standards and minimize developmental and operational impacts through landscaping, lighting controls, circulation improvements, screening, and operational requirements.

Finding No. 4
THAT THE USE WILL NOT HAVE A SIGNIFICANT IMPACT ON THE

ENVIRONMENT. SATISFACTION OF THIS FINDING SHALL BE SOLELY PREDICATED ON ADOPTED CEQA THRESHOLDS OF SIGNIFICANCE.

Response: The project has been reviewed under the California Environmental Quality Act (CEQA) and determined to qualify for a Class 32 (In-Fill Development Projects) Categorical Exemption under CEQA Guidelines Section 15332. A Class 32 Categorical Exemption analysis has been prepared demonstrating that the project complies with all provisions of a Class 32 exemption and that the proposed project will not have a significant impact on the environment.

Finding No. 5
THAT THE SITE FOR THE PROPOSED SITE [PROJECT] IS ADEQUATE IN SIZE, SHAPE AND LOCATION TO ACCOMMODATE THE USE IN THE DISTRICT FOR WHICH IT IS PROPOSED.

Response: The fueling station occupies approximately two acres of an existing 23-acre commercial site. All applicable development standards are satisfied subject to compliance with conditions of approval. The project was reviewed by fire, engineering and other departments and agencies and it was determined that the project, as proposed and subject to conditions, is feasible, and an appropriate use of the subject site.

California Environmental Quality Act

Staff has prepared a detailed analysis concluding that the project qualifies for the Class 32 (In-Fill Development Projects) Categorical Exemption under CEQA Guidelines Section 15332 (see Attachment G for a detailed analysis).
As demonstrated in the analysis contained in this attachment, the project:

1. Is consistent with the General Plan and zoning;
2. Is located within City limits on less than five acres;
3. Has no value as habitat for endangered, rare, or threatened species;
4. Will not result in significant impacts related to traffic, noise, air quality, or water quality; and
5. Can be adequately served by existing public utilities and public services.

Staff has also reviewed the exceptions to categorical exemptions contained in CEQA Guidelines Section 15300.2 and concludes none apply. The appeal does not present substantial evidence supporting a fair argument that the exemption is inappropriate.

FISCAL IMPACT:

None.

PUBLIC HEARING:

A duly noticed public hearing is required and has been scheduled in accordance with the Dinuba Municipal Code.

ATTACHMENTS:

1. A. Resolution - Walmart 7-14-26
2. B. Location Map
3. C. Aerial Photo
4. D. PC Resolution - Walmart 6-2-26
5. E. Site Plan
6. F. Appeal letter 6-12-2026
7. G. Categorical Exemption_Walmart CUP_Analysis
8. H. Canopy
9. I. Kiosk Facades

Attachment A:

RESOLUTION NO. 2026-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA DENYING AN APPEAL OF THE CITY'S APPROVAL OF APPLICATION 2026-03 (A CONDITIONAL USE PERMIT FOR THE DEVELOPMENT AND OPERATION OF A FUELING STATION AT THE EXISTING WALMART STORE, LOCATED ON THE EAST SIDE OF MONTE VISTA DRIVE, SOUTH OF EL MONTE WAY)

WHEREAS, at a regularly held meeting on June 2, 2026, the Dinuba Planning Commission conducted a public hearing to consider a Conditional Use Permit application submitted by Walmart Stores, Inc., 702 SW 8th Street, Bentonville, AR 72716, to allow the construction and operation of a fueling station within the parking lot of the existing Walmart Store at 770 W. El Monte Way (Assessor Parcel Number 017-280-008); and

WHEREAS, the proposed site plan shows ten fuel pumps (20 fueling positions) on a 2-acre portion of the 23-acre parcel, along with a 440-square foot kiosk/snack store. Other improvements include

- Canopy structure
- Driveways, aisles and 28 parking spaces
- Three 20,000 gallon underground fuel storage tanks
- Landscaping
- Lighting
- Trash enclosure
- Utility connections

WHEREAS, the site is zoned "C-3" (Community Commercial) by the official zoning map of the City of Dinuba; and

WHEREAS, the original Walmart store was approved via Conditional Use Permit (CUP) and therefore this project represents an amendment to that original CUP; and

WHEREAS, the Planning Commission concurs with Staff that this project is categorically exempt from additional CEQA process pursuant to CEQA Guidelines Section 15332 (Infill Projects on sites zoned for the use); and

WHEREAS, the Dinuba Planning Commission conducted a public hearing on June 2, 2026, at the regular Commission meeting that was properly noticed pursuant to the Dinuba Municipal Code; and

WHEREAS, the required findings for a Conditional Use Permit were made pursuant to the Dinuba Municipal Code; and

WHEREAS, the Applicant agreed to adhere to the Findings and Conditions of Approval detailed in this Resolution; and

WHEREAS, the Planning Commission, having considered the staff report and all testimony presented in this matter, was of the opinion that the Conditional Use Permit to approve the project be approved as presented; and

WHEREAS, an appeal of the Planning Commission's approval was filed on June 12, 2026 in accordance with the procedures provided in Dinuba Municipal Code Chapter 17.63 (Appeals); and

WHEREAS, a public hearing notice was published in the Midvalley Times and mailed to property owners within 300 feet of the site (and occupants within 100 feet of the site) at least ten days before the City Council's public hearing; and

WHEREAS, the City Council conducted a public hearing on July 14, 2026 to consider the appeal. Following consideration of the issue, including public testimony, the City Council denied the appeal and affirmed the following findings concerning the project:

FINDING NO. 1: THAT THE SITE FOR THE PROPOSED PROJECT IS ADEQUATE IN SIZE AND SHAPE.

Response: The fueling station occupies approximately two acres of an existing 23-acre commercial site. All applicable development standards are satisfied subject to compliance with conditions of approval. The project was reviewed by fire, engineering and other departments and agencies and it was determined that the project, as proposed and subject to conditions is feasible, and an appropriate use of the subject site.

FINDING NO. 2: THAT THE SITE FOR THE PROPOSED USE RELATES TO STREETS ADEQUATE IN WIDTH AND PAVEMENT TO CARRY THE QUANTITY AND KIND OF TRAFFIC GENERATED BY THE PROPOSED USE.

Response: Monte Vista Drive and El Monte Way are improved arterial roadways. Required roadway improvements further enhance traffic circulation. The project was reviewed by engineering and conditioned so that the project circulation is adequate and that all streets can accommodate the proposed traffic.

FINDING NO. 3: THAT THE PROPOSED USE WILL HAVE NO ADVERSE EFFECT ON ABUTTING PROPERTY OR THE PERMITTED USE THEREOF.

Response: The project is located within an established commercial shopping center and has been conditioned to minimize operational impacts through landscaping, lighting controls, circulation improvements, screening, and operational requirements.

FINDING NO. 4: THAT THE CONDITIONS STATED IN THE RESOLUTION ARE DEEMED NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE.

Response: The adopted conditions comprehensively address engineering, construction, fire protection, drainage, utilities, landscaping, parking, environmental compliance, and long-term operation of the facility.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Dinuba does hereby affirm the Planning Commission's approval of Application 2026-03 for the development of the site with a gas station and associated improvements, subject to the Conditions of Approval included in the Planning Commission's Resolution No. 1175.

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 14th day of July, 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

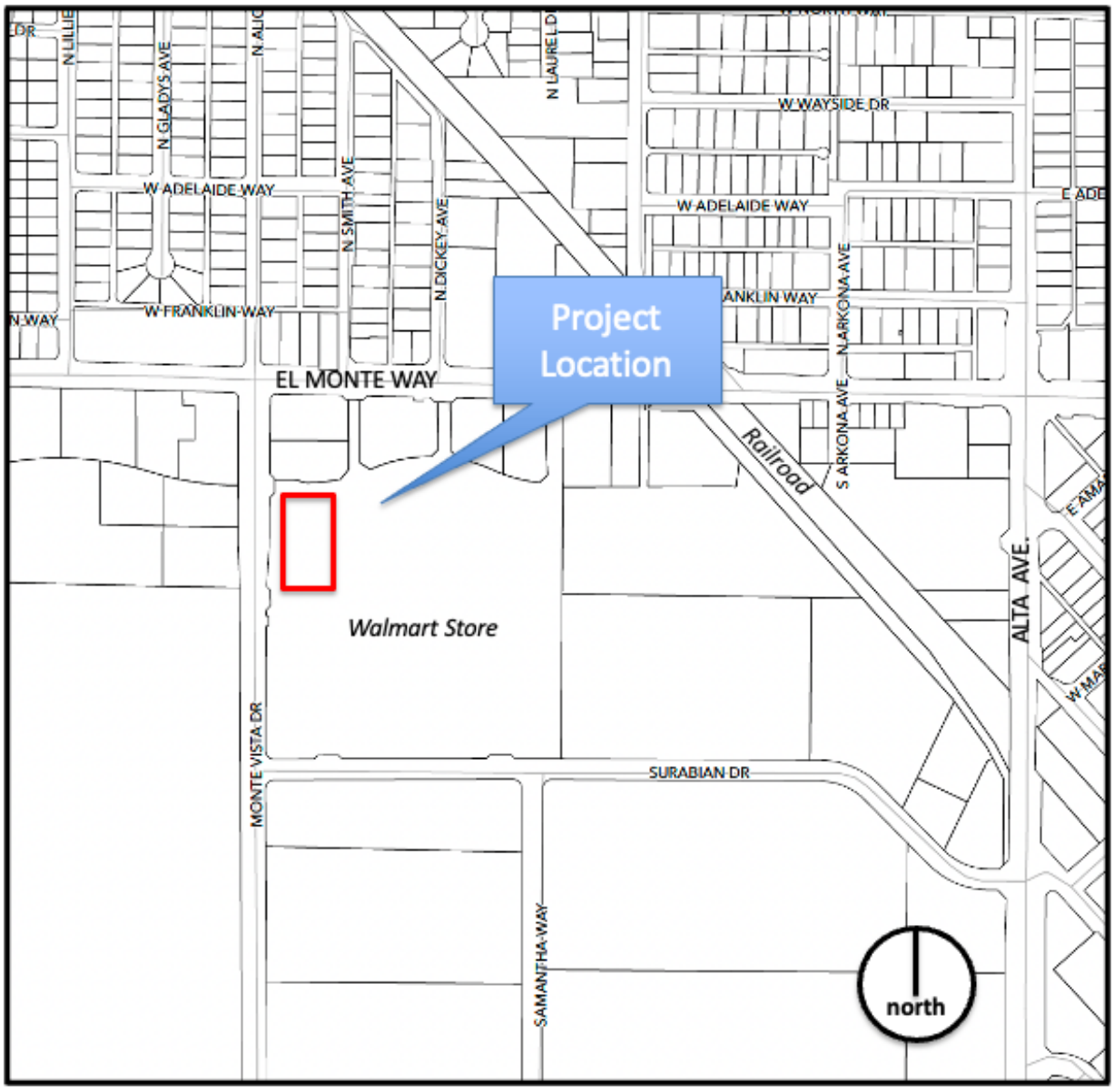
ABSTAIN:

_____
Rachel Nerio-Guerrero, Mayor of the City of Dinuba

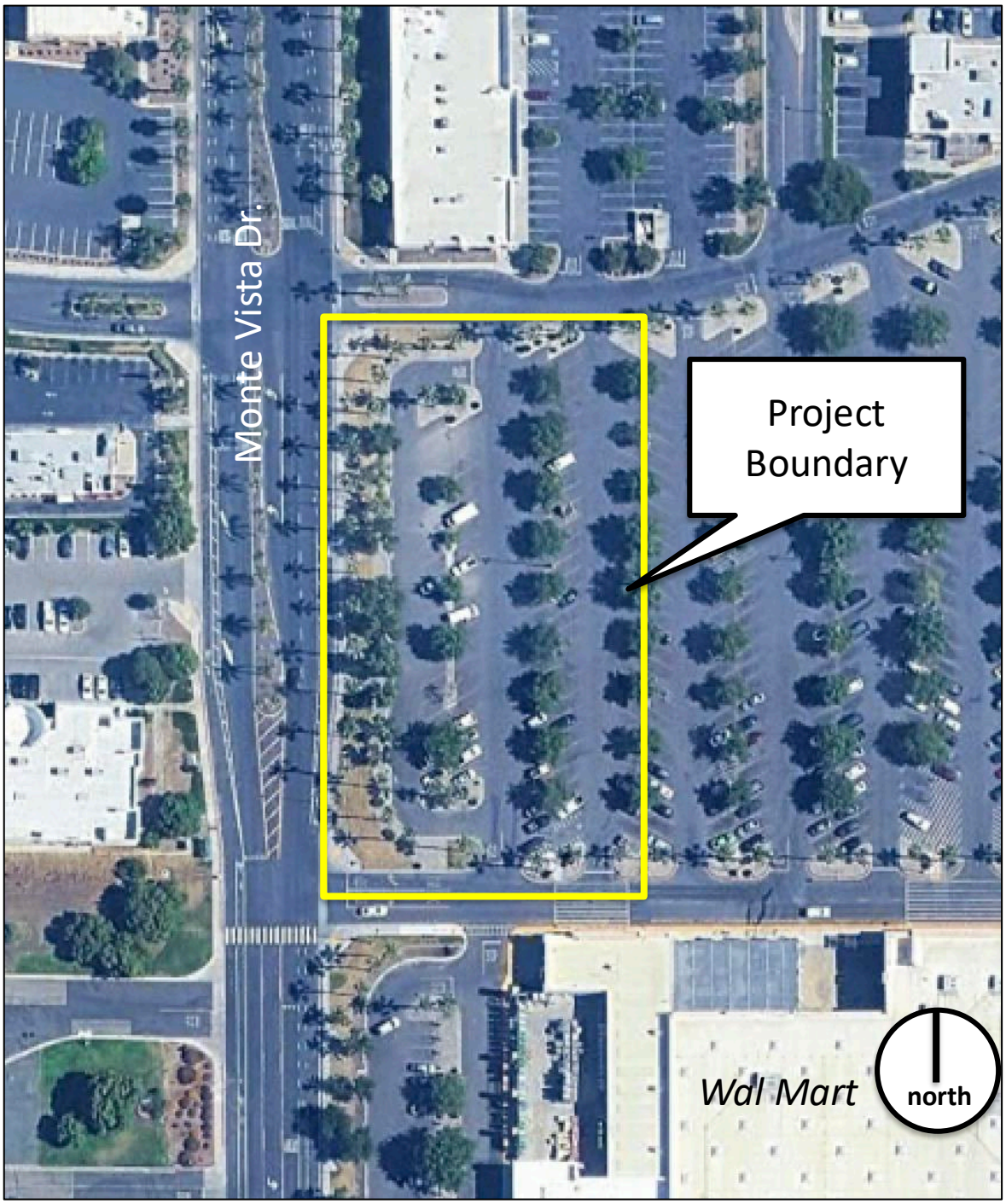
ATTEST:

_____
Maria Ananiz, City Clerk

Attachment “B” (Location Map)



Attachment “C” (Aerial Photo)



Attachment A:

RESOLUTION NO. 1175

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DINUBA FOR APPLICATION 2026-03, A CONDITIONAL USE PERMIT FOR THE DEVELOPMENT AND OPERATION OF A FUELING STATION AT THE EXISTING WALMART STORE, LOCATED ON THE EAST SIDE OF MONTE VISTA DRIVE, SOUTH OF EL MONTE WAY

WHEREAS, at a regularly held meeting on June 2, 2026, the Dinuba Planning Commission conducted a public hearing to consider a Conditional Use Permit application submitted by Walmart Stores, Inc., 702 SW 8th Street, Bentonville, AR 72716, to allow the construction and operation of a fueling station within the parking lot of the existing Walmart Store at 770 W. El Monte Way (Assessor Parcel Number 017-280-008); and

WHEREAS, the proposed site plan shows ten fuel pumps (20 fueling positions) on a 2-acre portion of the 23-acre parcel, along with a 440-square foot kiosk/snack store. Other improvements include

- Canopy structure
- Driveways, aisles and 28 parking spaces
- Three 20,000 gallon underground fuel storage tanks
- Landscaping
- Lighting
- Trash enclosure
- Utility connections

WHEREAS, the site is zoned "C-3" (Community Commercial) by the official zoning map of the City of Dinuba; and

WHEREAS, the original Walmart store was approved via Conditional Use Permit (CUP) and therefore this project represents and amendment to that original CUP; and

WHEREAS, the Planning Commission concurs with Staff that this project is categorically exempt from additional CEQA process pursuant to CEQA Guidelines Section 15332 (Infill Projects on sites zoned for the use); and

WHEREAS, the Dinuba Planning Commission conducted a public hearing on June 2, 2026, at the regular Commission meeting that was properly noticed pursuant to the Dinuba Municipal Code; and

WHEREAS, the required findings for a Conditional Use Permit were made pursuant to Section 17.57.050 (Findings) of the Dinuba Municipal Code; and

WHEREAS, the Applicant agrees to adhere to the Findings and Conditions of Approval detailed in this Resolution; and

WHEREAS, the Planning Commission, having considered the staff report and all testimony presented in this matter, was of the opinion that the Conditional Use Permit to approve the project be approved as presented.

NOW, THEREFORE BE IT RESOLVED that the Planning Commission of the City of Dinuba does hereby affirm in its entirety and adopts this resolution, approving the development of the site with a gas station and associated improvements, subject to the Conditions of Approval included in this Resolution.

PASSED, APPROVED and ADOPTED this 2nd day of June, 2026 by the following vote:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Lesli Vasquez, Secretary Dinuba Planning Commission

FINDINGS

The above section requires that the following findings be made prior to approval of a Conditional Use Permit (CUP).

FINDING NO. 1: THAT THE SITE FOR THE PROPOSED PROJECT IS ADEQUATE IN SIZE AND SHAPE.

The subject site is adequate for the proposed project and the site plan complies with zoning standards.

FINDING NO. 2: THAT THE SITE FOR THE PROPOSED USE RELATES TO STREETS ADEQUATE IN WIDTH AND PAVEMENT TO CARRY THE QUANTITY AND KIND OF TRAFFIC GENERATED BY THE PROPOSED USE.

Adjacent streets, including Monte Vista Drive and El Monte Way are designed to accommodate traffic expected to be generated by the project and the project will be installing street improvements along the site frontage to facilitate safe traffic flow.

FINDING NO. 3: THAT THE PROPOSED USE WILL HAVE NO ADVERSE EFFECT ON ABUTTING PROPERTY OR THE PERMITTED USE THEREOF.

The project has been conditioned to comply with standards of the Dinuba Municipal Code. No adverse impacts will occur on abutting properties as a result of the use.

FINDING NO. 4: THAT THE CONDITIONS STATED IN THE RESOLUTION ARE DEEMED NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE.

Conditions contained in this resolution will ensure the public health, safety and welfare is protected.

CONDITIONS OF APPROVAL

A. GENERAL CONDITIONS

1. The Site Plan shown in Exhibit "A" is approved. Full compliance with conditions of approval shall be achieved prior to issuance of any Certificates of Occupancy or as modified by the Director of Planning and Development.

2. The Conditional Use Permit is valid for a period of one (1) year from the approval date as shown on Resolution No. 1175. Any extension of time shall be submitted in writing to the Planning Director thirty (30) days prior to permit expiration.

3. The City shall conduct an administrative review of the use within six months of the commencement of business. Reviews can be held earlier or at other intervals or times if a serious incident occurs, or if complaints are received from the community.

4. Prior to the commencement of any work and prior to the issuance of a building permit, the general contractor and all sub-contractors shall obtain a business license from the city of Dinuba Finance Department.

5. Pursuant to Government Code Section 66474.9, the applicants (including any agent thereof) shall defend, indemnify, and hold harmless, the City of Dinuba and its agents, officers and employees, from any claim, action, or proceeding against the City or its agents, officers or employees to attach, set aside, void, or annul the City's approval concerning this application, which action is brought within the time period provided for in Section 55499.37. The City will promptly notify the applicants of any such claim action or proceeding and cooperate fully in the defense.

Site Plan

6. Any revisions to the Site Plan must be submitted to the Planning Director for review and approval prior to issuance of grading permit to begin construction of the project.

7. Where located adjacent to buildings, ALL transformers and protective bollards shall be painted to match the building and all transformers shall be screened from public view by dense landscaping.

Architecture

8. The elevations depicted in the Site Plan enclosed herein as Exhibits "B" and "C", are hereby approved. Final construction plan sets shall be consistent with the conceptual exterior elevations approved herein. The fuel canopy shall be designed to blend architecturally with the building. Preferred mechanisms include cornice molding around the perimeter of the structure.

9. All meters, valves, pipes and any other mechanical /plumbing/electrical appurtenances on the building exterior shall be painted and/or textured to match the building color.

B. CONSTRUCTION

1. The contractor shall contact the Planning and Development Services Department to schedule a pre-construction meeting with the appropriate city departments, fire department and other agencies as applicable prior to commencement of work.

2. The developer shall comply with the City of Dinuba Construction and Demolition Recycling Program. Contact Planning and Development Services Department at (559) 591-5906 for filing a C&D application.

3. The developer shall use the City's exclusive franchise roll-off waste hauler for removal of construction debris. Contact Pena's Disposal at (559) 528-6997 for construction-related refuse service.

4. The developer shall prohibit grading/construction activities including start-up of equipment/machinery between the hours of 10:00 p.m. and 7:00 a.m. Prior authorization must be obtained from the City Engineer for any work (including underground work) occurring on weekend and holidays.

5. Raddle pans to be in place with 50 ft. of gravel to keep track out of dirt/mud to a minimum.

6. All debris on parking lot/streets tracked out during construction shall be cleaned at the end of each work day.

7. All property not occupied by structures, paving or landscaping on the subject site shall be properly maintained for both health and aesthetic reasons. Grass, weeds and debris shall be promptly abated.

8. The developer/contractor shall obtain the appropriate grading permit and storm water pollution prevention permit for the project. The contractor shall include proper dust control measures as part of site grading. The site shall be kept in as clean a condition as possible avoiding the tracking of dirt, mud and debris onto adjoining property.

Parking

9. The number of parking spaces shall comply with Section 17.64 of the Dinuba Municipal Code. The minimum parking standard is 9'x18' where a front overhang is available. The minimum parking depth is 9'x20' where no front overhang is available.

10. Handicap parking spaces shall be provided as required by code. Handicap parking spaces shall be located as near as practical to the primary entrance or shall be located to provide for safety and optimum proximity to the entrances of the building. Handicap parking shall be designed in accordance with standard requirements.

11. All markings to include parking spaces, directional signage, "No Parking" designations and Fire Lane designations shall be clearly defined (as required by the Fire Department) and said markings shall be maintained in good condition at all times.

12. All parking stalls shall be clearly striped using double-line striping and permanently maintained.

Service/Loading, Refuse and Outdoor Storage

13. Proper screening of any outdoor service, loading and storage areas shall be integrated into overall building and landscape design. Storage of refuse, supplies, crates, carts, or any other material or equipment used in the operation of the business that is visible to public view is prohibited.

14. The trash enclosure shall be per City Standard Drawing. E-4 and E-4a and be of be of sufficient size to house the number and size of trash bins and containers needed to accommodate waste, compost and recyclables as well as designed so that each bin can be removed and replaced without requiring removal of other bins, to avoid stacking and to maximize access.

15. A concrete pad inside the enclosure should be included to prevent damage to ground surfaces from filled containers. The pad should extend 10 feet in front of gates.

16. The Applicant shall install trash enclosure facilities for this development as required by the Public Works Department and per City Standards. Trash enclosures shall have ADA access. Trash enclosure shall be constructed of durable materials and the color, texture and architectural detailing shall be consistent with the overall site and building design. Gates on the enclosure shall be constructed of metal or some other comparable material and shall be painted to match the enclosure. Use of chain link for gates is prohibited. The trash enclosure shall be fitted with a decorative overhead arbor made of wood timbers or a functional equivalent.

17. The use of tractor trailers, cargo containers or any like storage units shall be prohibited on the site.

18. Any chain link fencing shall be finished gloss black for improved appearance.

Signage and Lighting

19. All signs must be consistent with Section 17.72 of the zone district and adopted Sign Design Guidelines.

20. One monument sign is allowed for the site. The design of the sign shall relate in appearance to the architectural design of the building. The sign shall meet height and sign standards of the Dinuba Sign Ordinance, which limits freestanding signs to 10 feet high and up to 35 square feet of sign face per side constructed as a monument sign. No electronic gas price signage is permitted on the fuel canopy.

Building Permit and Fees

21. The developer shall secure a building permit from the Dinuba Planning and Development Services Department prior to construction and be approved by the City and all other affected agencies prior to the issuance of the building permits. Construction plans submitted for building permits shall be 24” by 36” with city standard title block for all required improvements. The construction plans shall also include any street, site utility, grading and drainage or other public improvement plans, as applicable. Building plans be based on the 2019 CBC, CED, CMC, CPC & Energy Code., and include the following information at time of submittal of construction drawings (if applicable):

    a. Completed and signed Building Permit Application

b. Five (5) sets of construction drawings
c. Two (2) sets of engineering calculations
d. Two (2) sets of energy calculations
e. Two (2) sets of truss calculations
f. Two (2) copies of soils report

22. The developer shall comply with, and be responsible for obtaining encroachment permits from the City of Dinuba Public Works Department for all work performed within the City's right-of-way.

23. Prior to issuance of building permits, the developer shall pay all fees required under the City's Development Impact Fees, and all other fees/charges for wastewater, water, and other City utilities in effect at the time of building permit issuance. Contact the Planning and Development Services Department at (559) 591-5906 for a complete schedule of fees.

24. Prior to issuance of building permits, the developer shall submit proof of payment of all applicable school facility impact fees as adopted by the Dinuba Unified School District.

25. If applicable, the developer/property owners shall pay all Department of Fish and Game fees and associated County filing fees if a Negative Declaration or Notice of Determination is filed (NOD).

Landscaping

26. The developer shall provide four (4) copies of complete landscape and irrigation plans for planting and permanent irrigation system for development of the site to the Director of Planning and Development for review and approval. Landscape and irrigation plans shall be submitted concurrently with the improvement plans for the site.

27. Landscape plans must comply with the City of Dinuba Model Water Efficiency Landscape Ordinance. Each set of landscape development plans must contain a "Water Conservation Certification Statement" on the title sheet that reads as follows: *I hereby certify, as the landscape architect/licensed landscape professional of record that the information provided herein meets the requirements and standards as outlined in the Dinuba Municipal Code Section 17.71.130 and the adopted design guidelines for the development of this project."*

28. Plants shall be selected based on their required level of maintenance, durability, mature widths and heights, and water requirements and must be listed in Water Use Classifications of Landscape Species (WUCOLS III)with a water needs category of Very Low, Low, Moderate, or High.

29. Landscape plans shall comply with the Dinuba Landscape Design Guidelines and the following conditions:

    a. Tree planting shall consist of a mixture of evergreen, deciduous and flowering trees, with low to moderate water use. Use of high water use trees is subject to approval.
    b. Root barriers shall be installed anywhere that a tree is within 10' of a hard surface.
    c. Trees shall be a minimum seventy five percent (75%) 24" box and twenty five percent (25%) 15-gallon container.
    d. Trees must be a minimum of ten (10') from any light standard, fire hydrant and utility structures.
    e. Shrubs shall be a minimum of eighty percent (80%) 5-gallon container and twenty percent (20%) 1-gallon containers.

f. There shall be a minimum of 50% of tree shade coverage of the parking area. This is determined at ¾ tree maturity or 15 years after installation. Provide Shade Calculations on Site Plan or Planting Plan as requested.

30. Existing trees to be removed shall be evaluated for potential to be spaded and if practical, moved to other locations as directed by the City.

31. All landscape planters must contain shredded wood mulch to retain moisture, suppress weeds, and moderate soil temperature. The mulch depth, type, and maintenance frequency must be noted on the plans.

32. The landscape irrigation system shall have a separate meter from the building.

33. Voltage boxes, mailboxes, trash enclosures, maintenance structures, backflow devices, automatic controls, etc. shall be screened with landscaping.

34. Backflow preventers for landscaping irrigation and domestic water shall not be located at visually prominent locations (such as the end of drive aisles or site entries) and shall be well-screened with shrubs and/or low screen walls. Backflow preventers shall be painted dark green.

35. Dense landscaping (vines/shrubs) shall be provided to screen outdoor trash enclosures, transformers, generators, and other elements visible from public streets. Shrubs should be a minimum one gallon in size.

36. All landscaping and irrigation systems shall be installed prior to issuance of a certificate of occupancy and shall be permanently maintained in a healthy and weed free condition.

C. IMPROVEMENT PLANS

1. The developer shall digitally submit to the City of Dinuba Public Works Department, a set of construction plans on 24" x 36" sheets for all required improvements. These plans shall be prepared by a registered civil engineer. All applicable plan check and inspection fees shall be paid with the first submittal of plans. All plans shall be approved by the City and all other involved agencies prior to the release of any development permits. The City maintains an “Improvement Plan Submittal Requirements & Review Checklist” as a resource.
2. Prior to beginning any construction, or within twenty (20) calendar days after the approved plans are released by the City, the developer shall submit to the City of Dinuba Public Works Department one (1) reproducible/electronic copy (PDF) and two (2) black line copies of the approved set of construction plans, and two (2) bound sets of the approved construction specifications, if any.
3. Within twenty (20) calendar days after all improvements have been constructed and accepted by the City, the developer shall submit to the City of Dinuba Public Works Department one (1) reproducible/electronic copy (PDF) and two (2) black line copies of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval. As-Built drawings shall be revised in electronic format, a scanned or field copy of the construction plans will not be accepted. Pad Certification(s) will be required prior to construction of any structure on a lot.

D. GENERAL

1. The project shall comply with all requirements of the City Engineer, including, but not limited to the following:
2. The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Section 66020(d) of the Government Code, these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions. The applicant is hereby notified that the 90day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exactions contained in this notice, complying with all the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.
3. The developer shall submit a soils report for approval by the City Engineer with the first submittal of the improvement plans.
4. The developer shall comply with all the requirements of the local utility (gas and electric), telephone, cable, and other communication companies. It shall be the responsibility of the developer to notify the local utility, telephone, cable, and other communication companies to remove or relocate utility poles where necessary. The City will not accept first submittal of improvement plans without proof that the developer has provided the improvement plans and documents showing all proposed work to the utility, telephone, cable, and other communication companies.
5. The developer shall comply with and be responsible for obtaining encroachment permits from the City of Dinuba for all work performed within the City's right-of-way and easements.
6. The developer shall provide and pay for all compaction testing required by the QAP (Quality Assurance Plan).Compaction test results shall be submitted to the City Engineer for review and approval.
7. In order to provide for reasonable municipal protection during all phases of construction, the developer shall maintain pedestrian and vehicular access to all surrounding properties and buildings to the satisfaction of the City of Dinuba Police and Fire Department, and City Engineer.
8. The developer shall be responsible for all actions of his contractors and subcontractors during the course of any work occurring on the site. The developer shall designate, in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the developer. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the development. During periods when work is suspended, arrangements acceptable to the City Engineer shall be made for any emergency work which may be required. When the developer or his authorized representative is not present on any particular part of the work where it may be desired to give directions, orders may be given by the City Engineer which shall be received and obeyed by the person or persons in charge of the particular work in reference to which the orders are given. Whenever orders are given to the developer's representative or superintendent or foreman to do work required for the convenience and safety of the general public because of inclement weather or any other such cause, such work shall be done at the developer's expense.
9. The developers contractors shall not work on, place debris on, store supplies or equipment on, or in any other way encroach upon any other properties without the written permission of such property owners. In the event other properties are encroached upon without written permission, work shall be automatically shut down until resolved.

E. DEDICATIONS AND STREET IMPROVEMENTS

1. Developer shall provide for all striping, stenciling, pavement markers, delineators and signage required of all street improvements within the development. All traffic signs and street name signs shall be installed in accordance with City Standards and the CA MUTCD (latest edition). A striping and signage plan shall be included with the construction plans and submitted for review and approval by the City Engineer.
2. The developer shall, at his expense, obtain "R Value" tests in quantity sufficient to represent all street areas, and have street structural sections designed by a registered civil engineer based on these "R Value" tests. These designs shall be compared to the minimum section given below and approved by the City Engineer.
3. Developer shall ensure ADA access is met on all access points to the building and have a Casp sign the plans.
4. Developer shall install a left turn lane on southbound Monte Vista Drive at the southerly entrance to the site, as directed by the City Engineer.

F. SANITARY SEWER IMPROVEMENTS

1. Developer shall use existing sewer service. The developer's engineer shall be responsible for verifying the size, location, and elevations of existing improvements. Any alternative routing of sewer service must be approved by the City Engineer and supported by appropriate calculations.

G. WATER IMPROVEMENTS

1. The developer shall connect to the existing water service to the property. Developer shall connect to the service in accordance with City Standards.
2. No water service connection shall be made to the City of Dinuba Water System until a bacteriological report has been accepted by the City Engineer.
3. Fire hydrants shall be installed at locations approved by the Fire Department. Fire hydrants and curbs shall be painted per City Standards.

H. GRADING AND DRAINAGE

a. The developer shall, for construction activity prior to clearing, grading or excavation on one (1) acre or more of land area or are part of a larger common plan of development or sale, obtain a NPDES permit and implement Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology to reduce or eliminate storm water pollution. Plans for these requirements shall be included in the construction plan set and shall be submitted to and approved by the City Engineer.

b. A percolation test signed and sealed by a California registered civil or geotechnical engineer shall demonstrate that BMPs can completely infiltrate within 96 hours.

c. Prior to the approval of grading plan, approvals and permits from the San Joaquin Valley Air Pollution Control District shall be obtained. The Project shall comply with all rules, regulations and conditions of approval imposed by the District.

d. The developer shall maintain a program of dust control to prevent air pollution as well as discomfort or damage to adjacent and surrounding properties. The developer shall follow all requirements and recommendations made by the San Joaquin Valley Air Pollution Control District for dust and emission reduction.

e. The developer shall construct bioswales onsite to help with water retention.

f. The developer is required to follow and adhere to all City Ordinances and FEMA requirements when developing the subdivision. Part of the requirement is calculating the BFE in order to ensure the lots are graded above the BFE.

I. MISCELLANEOUS

a. It shall be the responsibility of the developer to remove all existing structures, trees, shrubs, etc., that are within or encroaching on existing or proposed rights-of-way or easements. Existing street improvements shall be preserved, at the discretion of the City Engineer.

b. The developer shall provide clean-up, street sweeping and dust control during the construction of the development to the satisfaction of the City Engineer and Public Works Director. A deposit of $5,000.00 shall be submitted to the City to guarantee compliance. At any time, developer is deemed to be non-compliant by the City Engineer or Public Works Director, the City may draw from said deposit to pay for necessary activities to bring the site into compliance.

c. Within five days after the final setting of all monuments has been completed, the engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the developer shall present to the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.

d. A deferment, modification, or waiver of any engineering conditions will require the express written approval of the City Engineer.

e. The project shall comply with the requirements of the Dinuba Fire Department, Dinuba Police Department and the City's solid waste contractor (Pena's Disposal).

J. FIRE DEPARTMENT (Note, this checklist is not all-inclusive and does not exclude builder/owner from all required applicable codes. If something is missed in the plan check process, the owner/ builder will be expected to comply with the applicable code, regulation, or ordinance).

1. Fire lanes marked on the site plan with "No Parking, Fire Lane" every 50 feet or as needed, and detailed on site plan.

2. Fire apparatus access roads (Fire Lanes) shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. They shall be designed and maintained to support the imposed loads of fire apparatus (75,000 pounds - CFC D102). Fire apparatus access roads shall be surfaced so as to provide all-weather driving capabilities and shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances shall be maintained at all times. Fire apparatus /Fire Lanes shall be identified utilizing an approved method. (CFC 503)

3. All fencing, including materials used, height and location shall be marked on plans.

4. Other common Items required to be indicated on plans include fire extinguishers, emergency lighting, exit signs, Knox box and fire alarm system.

5. Stock rooms will be kept in compliance for access/egress and will be kept in a manor to not create or constitute a fire hazard.

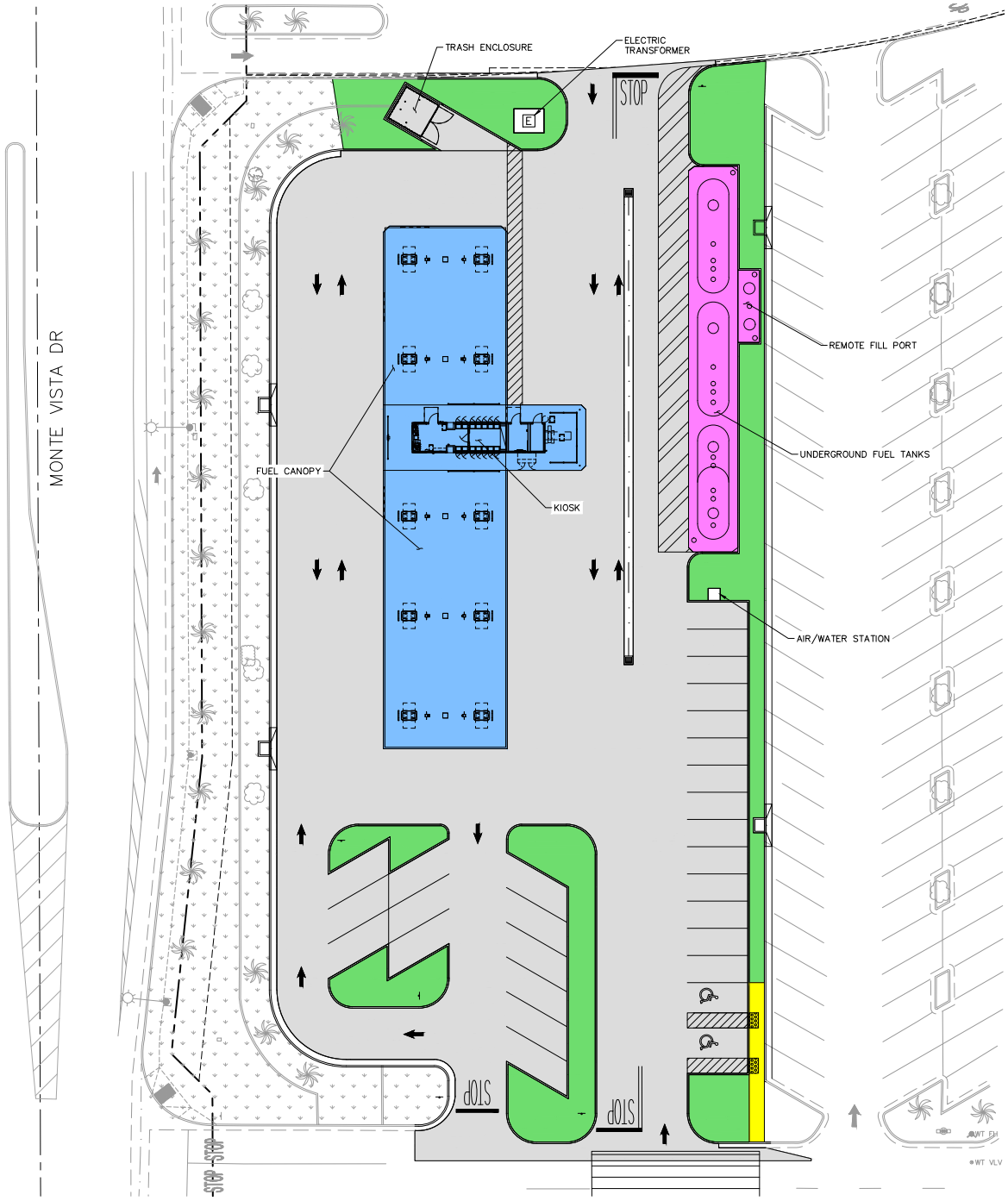
6. Emergency fuel shutoff and signs shall be installed in an easily accessible area.

7. Fire extinguisher shall be installed for fuel storage and dispensing areas.

8. An additional floor freezers will be located in a manner as to not affect egress routs, or narrow aisles.

9. Address numbers shall be located on the building, 12 inches in height and visible from the Street(s).

Exhibit "A" (Site Plan)



WALMART FUEL STATION - STORE #5394
770 W EL MONTE WAY, DINUBA, CA 93618
COLORED DESIGN CIVIL SITE PLAN

Exhibit "B" (Façade Design for Gas Pump Canopy)

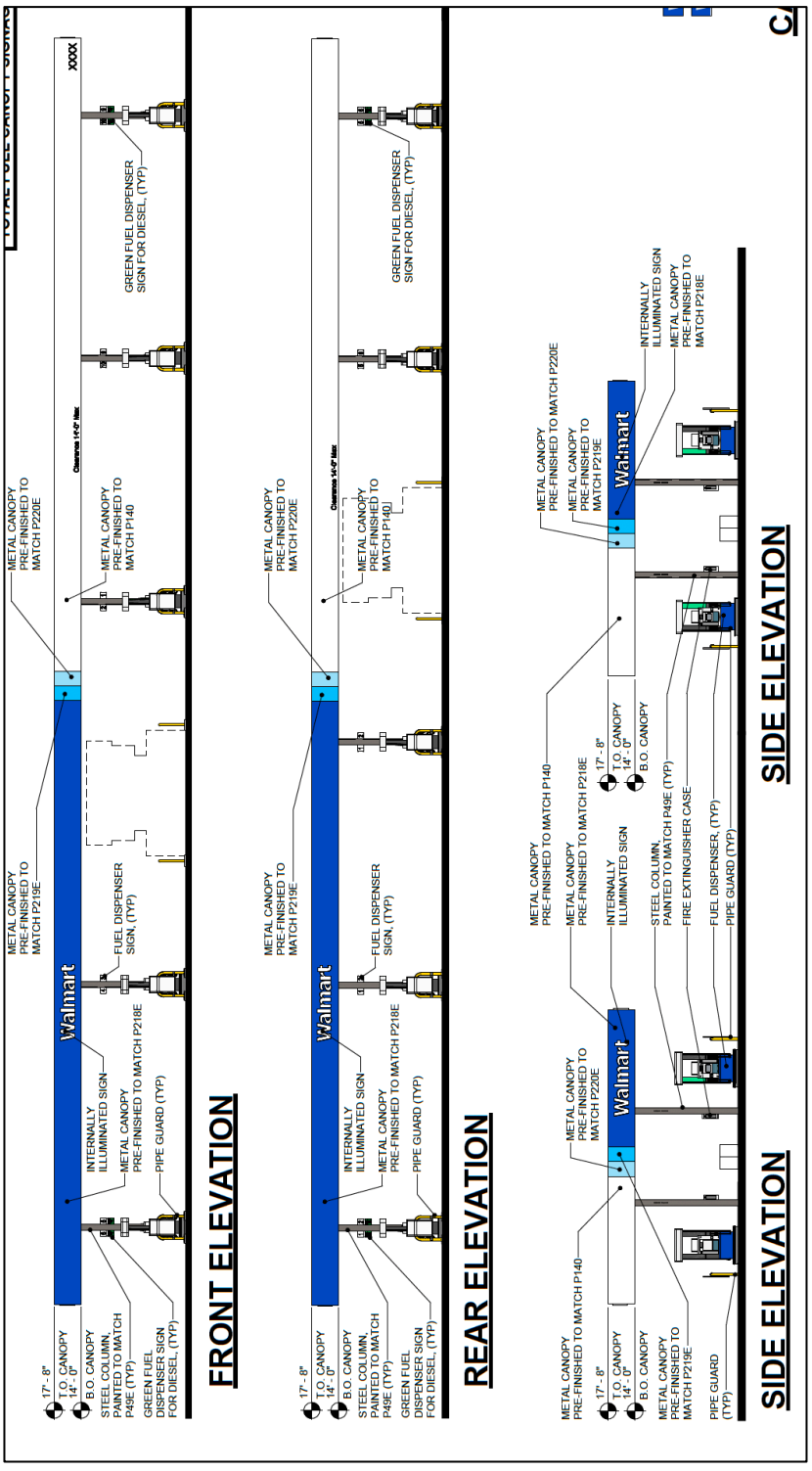
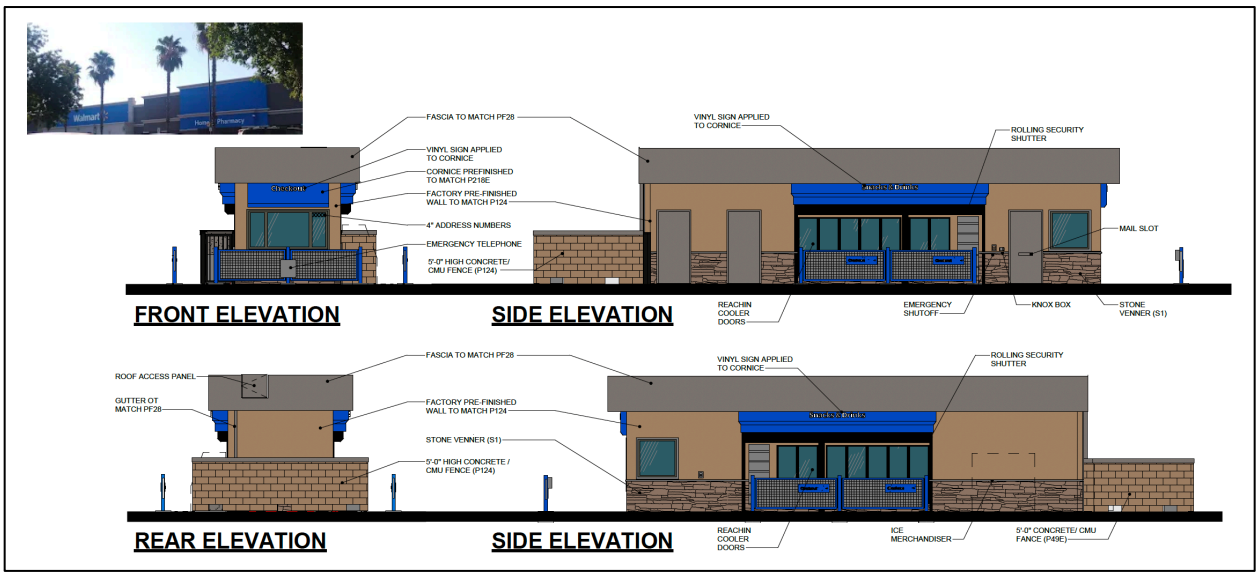
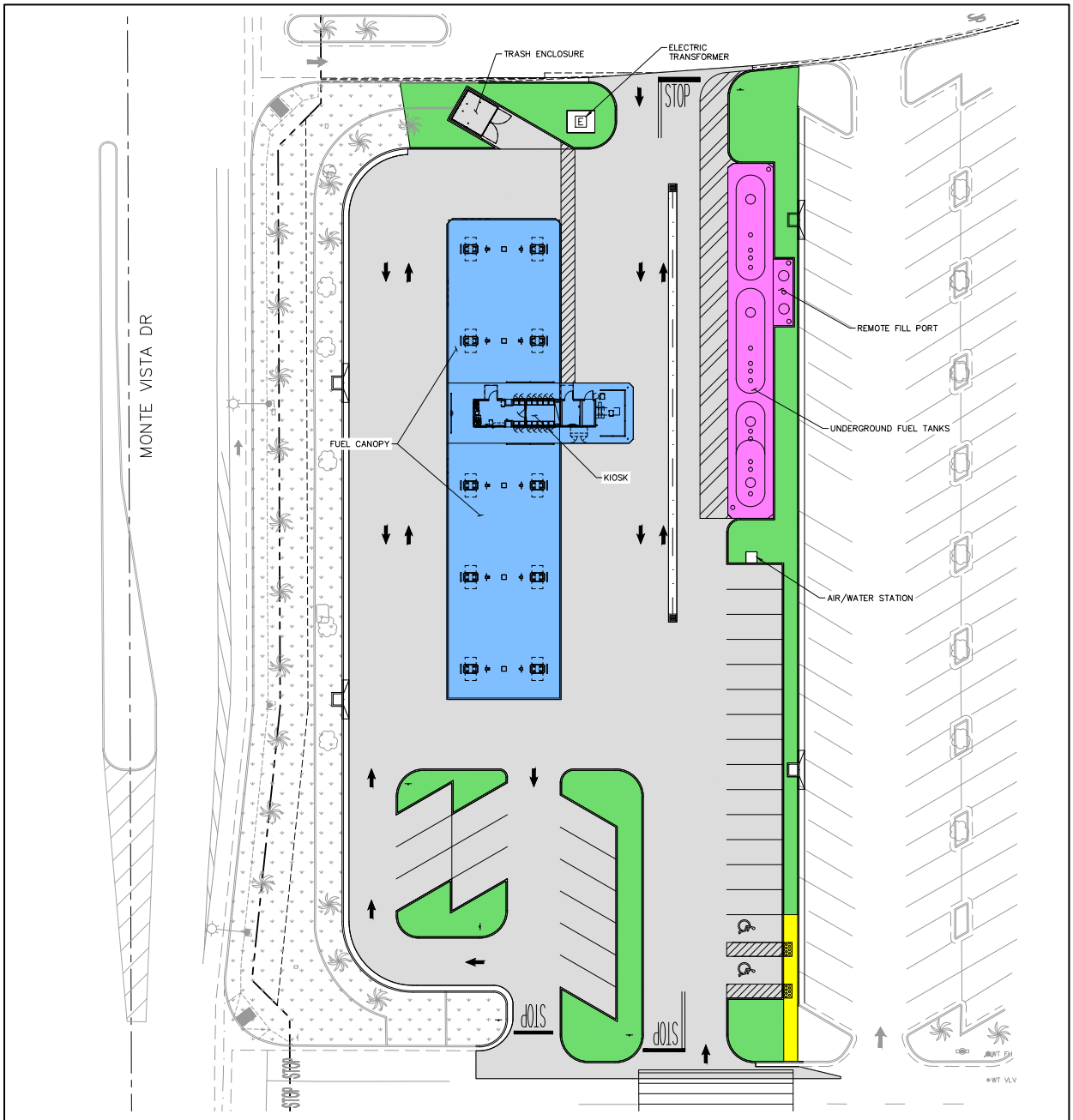


Exhibit "C" (Façade Design for Kiosk)



Attachment "D" (Proposed Site Plan)



WALMART FUEL STATION - STORE #5394
770 W EL MONTE WAY, DINUBA, CA 93618
COLORED DESIGN CIVIL SITE PLAN

June 12, 2026

Via Email and Hand Delivery

Mayor and Members of the Dinuba City Council
Dinuba Planning Commission
City Manager
Community Development and Planning Department
City of Dinuba
405 East El Monte Way
Dinuba, California 93618

Re: Formal Request to Deny or Postpone Approval of the Proposed Walmart Fuel Station Pending a Comprehensive and Independent Community-Impact Review

Dear Mayor, Members of the City Council, Planning Commissioners, City Manager, and City Staff:

We write on behalf of the undersigned owners and operators of locally owned gas stations and convenience stores serving the City of Dinuba and its surrounding communities.

We respectfully request that the City of Dinuba **not approve the pending application for a Walmart fuel station** in its present form. At a minimum, we ask the City to postpone any decision until it has completed a comprehensive, independent, and publicly available evaluation of the proposed project's economic, traffic, public-safety, environmental, infrastructure, and community impacts.

This letter is not submitted out of hostility toward Walmart, opposition to economic development, or resistance to fair competition. We understand that residents are concerned about affordability, particularly when gasoline prices are high. We also understand that the City must consider applications fairly and in accordance with its ordinances and applicable law.

Our core concern is more fundamental:

I. Will this project create meaningful new economic value for Dinuba, or will it primarily transfer existing fuel sales from locally owned businesses to one of the largest corporations in the world?

That question deserves a careful, evidence-based answer before

an approval is granted.

A fuel station is not simply another retail use. Fuel retailing involves narrow operating margins, underground storage tanks, tanker-truck deliveries, vehicle circulation, traffic queuing, air emissions, stormwater concerns, emergency-response obligations, and long-term consequences for surrounding businesses and properties. A large-format fuel station connected to a dominant national retailer may also operate under an economic model that is fundamentally different from that of an independent local station.

The City should therefore evaluate not merely whether the proposed facility can physically fit on the property, but whether it advances Dinuba's long-term economic health, land-use objectives, traffic safety, environmental responsibilities, and community character.

II. Dinuba's Local Gas Stations Are Community Businesses

Dinuba's locally operated gas stations are not anonymous fuel dispensers. They are family businesses, neighborhood employers, taxpayers, service providers, and gathering places.

Many local station owners have invested their savings, borrowed against their homes, accepted substantial financial risk, and worked long hours to establish and maintain their businesses. Some owners open their stations early in the morning and close them late at night. Some work seven days a week. At least one is a 24-hour operation. Their spouses, children, relatives, and longtime employees often work beside them.

These businesses employ local residents. They hire young people seeking their first jobs, individuals who may have limited employment opportunities, parents supporting families, and longtime community members. Their earnings circulate through Dinuba when they purchase homes, hire local contractors, use local accountants and repair companies, support schools, contribute to charitable organizations, sponsor youth activities, and patronize other Dinuba businesses.

When a local business succeeds, that success is shared throughout the community and when a local business closes, the loss is also shared.

A closed neighborhood station can mean lost jobs, an empty or deteriorating commercial property, fewer nearby services, reduced activity around neighboring businesses, and a family losing the investment it spent years building. Once a station closes, reopening the site can be difficult because of the

specialized improvements, environmental obligations, financing challenges, and costs associated with fuel properties.

The City's decision should therefore consider not only the proposed Walmart station's projected employment, but also the jobs, investments, services, and commercial properties that may be placed at risk elsewhere in Dinuba.

III. Walmart and Local Operators Do Not Compete on Equal Economic Terms

An independent gas station must generally earn enough from its fuel and convenience-store operations to cover all of its expenses, including:

- Wholesale fuel purchases;
- Rent or mortgage obligations;
- Franchise or branding expenses;
- Employee wages and payroll taxes;
- Insurance;
- Utilities;
- Credit-card processing fees;
- Equipment maintenance;
- Environmental compliance;
- Underground storage-tank monitoring;
- Security;
- Regulatory fees;
- Property taxes;
- Repairs and capital improvements; and
- The owner's livelihood.

A large national retailer can use gasoline as one component of a much broader corporate strategy. Fuel can attract customers to the retailer's primary store, strengthen a paid membership or loyalty program, increase customer visits, collect purchasing data, and encourage shoppers to consolidate more of their spending with the same company.

A small local station does not have thousands of stores, nationwide purchasing power, an international supply chain, extensive customer data, or billions of dollars in corporate resources. It cannot offset aggressive fuel pricing with revenue from groceries, clothing, pharmacy products, household goods, online sales, advertising, financial services, or a national loyalty platform.

This structural difference matters.

The issue is not that Walmart is efficient or that consumers should be denied competitive prices. The issue is whether the City should approve a project without first understanding how a business of this scale and economic structure would affect a relatively small and finite local fuel market.

Competition is beneficial when it expands choices, improves service, creates innovation, and adds productive capacity. Competition becomes more complicated when a new facility primarily redirects existing sales without creating a corresponding increase in local demand.

Dinuba residents will not begin driving twice as many miles merely because another station opens. The total amount of gasoline purchased in the community is largely determined by population, commuting patterns, vehicle use, and economic activity. If the market is already adequately served, the proposed station may not create significant new demand. It may simply redistribute existing fuel purchases away from current operators.

The City should determine whether this project represents genuine economic development or primarily economic displacement.

IV. The Short-Term Price Argument Is Not the Entire Public-Interest Analysis

Supporters of the proposed project may argue that a Walmart fuel station could offer lower gasoline prices. Affordability is an important consideration, and we do not dismiss the financial pressures facing Dinuba families.

However, the City's responsibility extends beyond the price displayed on a sign during the first months or years of operation.

A lower price today does not automatically establish that a project is beneficial to the community over its full life. The City should evaluate:

1. Whether any expected price difference would be significant and sustained;
2. Whether lower prices would result from lasting operational efficiencies or from using fuel to attract customers to Walmart's larger retail operation;
3. How many existing stations could remain financially viable after losing a substantial portion of their fuel volume;
4. Whether station closures would reduce services in neighborhoods away from Walmart;

5. Whether fewer independent competitors could eventually leave residents with less meaningful choice and creating long lines let's say at the Walmart station?

6. Whether the project would create new local spending or shift spending from local businesses to an existing national retailer;

7. Whether any additional tax revenue would exceed revenue displaced from existing stations; and

8. Whether the City could be left with vacant or underused fuel properties elsewhere.

Fuel customers do not benefit solely from the lowest advertised price. They also benefit from convenient locations, competition among multiple independent operators, extended operating hours, clean facilities, responsive ownership, access to restrooms, air and water services, emergency assistance, neighborhood familiarity, and stations distributed throughout the community.

The City should not assume that the lowest initial pump price is the same as the greatest long-term public benefit.

V. Fuel Sales Support the Entire Local Convenience-Store Business

For many neighborhood stations, gasoline is the primary source of customer traffic. A motorist who stops for fuel may also purchase water, coffee, snacks, groceries, ice, automotive supplies, or other necessities. Those inside-store purchases help support employee wages, utilities, insurance, maintenance, and continued operation.

When a large-format fuel station captures fuel volume, the impact is not limited to the pennies associated with each gallon. It can also eliminate the customer visit that produces the store purchase.

This means that even a seemingly modest reduction in fuel volume can have a multiplied effect on an independent station. Fewer gallons can mean fewer customers inside the store. Fewer inside customers can mean reduced employee hours, deferred maintenance, fewer community donations, difficulty paying debt, and eventually closure.

The City should therefore evaluate the proposed Walmart station's effect on both fuel sales and associated convenience-store activity. A study limited to the number of gallons sold would not capture the project's full economic impact.

VI. Local Jobs Must Be Evaluated on a Net Basis

Project proponents frequently emphasize the jobs a new development may create. Any additional employment deserves consideration, but the City should evaluate **net employment**, not merely the project applicant's projected hiring.

For example, if the proposed station creates a limited number of positions but causes existing stations collectively to reduce more employee hours or eliminate more jobs, the project may not produce a net employment benefit.

The City should ask:

- How many permanent full-time and part-time positions will the proposed station create?
- How many of those positions will be genuinely new rather than transferred from the existing Walmart operation?
- What wages, benefits, and weekly hours will be offered?
- How many local gas-station jobs could be lost or reduced because of displaced sales?
- Will the new operation be staffed at the same level as locally operated convenience stores?
- Will the project create managerial or ownership opportunities for Dinuba residents?
- How much of the project's profit will remain in the Dinuba community?

A large automated fueling operation may process substantial sales volume with relatively few employees. The City should not equate high sales volume with proportionately high local employment.

VII. Potential Business Closures Can Affect Land Use and Community Appearance

The consequences of market displacement extend beyond individual business owners.

If existing stations become financially unviable, Dinuba could face vacant or undermaintained commercial properties. Fuel-station properties can be challenging to redevelop because they contain specialized infrastructure and may require environmental investigation, tank removal, remediation, or other costly work.

Vacant stations can negatively affect surrounding properties and

commercial corridors. They may create visual blight, attract vandalism, reduce neighborhood activity, and discourage investment in nearby businesses.

The proposed Walmart project should therefore be evaluated in relation to the entire local commercial landscape. The appropriate question is not only, "What will be constructed at the proposed location?" It is also, "What reasonably foreseeable physical and commercial consequences could occur elsewhere in the City?"

Approving one modern facility while allowing multiple neighborhood sites to decline would not necessarily constitute sound economic development.

VIII. Traffic, Queuing, Tanker Deliveries, and Public Safety Require Careful Review

A large-format discount fuel station can generate substantial vehicle activity, particularly during peak commuting hours and periods of sharp price increases. Customers may enter the property primarily to purchase fuel, creating circulation patterns different from those generated by ordinary retail customers.

The City should require a detailed and independent analysis of:

- Daily and peak-hour vehicle trips;
- The number of fueling positions and expected transactions per hour;
- On-site queuing capacity;
- The risk that fuel lines could interfere with internal Walmart traffic or extend toward public streets;
- Conflicts between fueling customers, pedestrians, delivery trucks, and ordinary retail traffic;
- Safe ingress and egress;
- Turning movements at nearby intersections;
- Emergency-vehicle access;
- Tanker-truck delivery routes;
- The frequency and timing of tanker deliveries;
- Impacts on neighboring properties and businesses;
- Nighttime lighting and glare;

- Noise from vehicles, deliveries, equipment, and customer activity;
- Hours of operation; and
- Accident risks associated with increased vehicle movements.

The City should not rely solely on assumptions that fuel customers are already visiting Walmart and therefore generate no additional trips. Some motorists may make fuel-only trips, alter their routes to obtain a lower price, circulate through the parking area without shopping, or queue during high-demand periods.

These operational realities should be examined using realistic assumptions and transparent data.

IX. Environmental and Infrastructure Considerations Must Be Fully Addressed

Any new fuel station introduces environmental responsibilities that may continue for decades.

The City should ensure that the project's review appropriately addresses:

- Underground fuel-storage systems;
- Leak detection and monitoring;
- Soil and groundwater protection;
- Fuel-delivery procedures;
- Vapor recovery;
- Accidental spills;
- Fire prevention and suppression;
- Stormwater runoff;
- Hazardous-material handling;
- Emergency-response capacity;
- Air emissions associated with vehicle activity and fuel transfer;
- Energy use;
- Lighting;

- Noise;
- Construction impacts; and
- Eventual tank removal, site closure, or redevelopment.

The question is not whether modern systems can reduce these risks. They can and should. The question is whether the City has independently reviewed the project's site-specific and cumulative effects and imposed enforceable conditions sufficient to protect the community.

The City should also examine whether approving additional fossil-fuel infrastructure at this location is consistent with its long-term land-use, transportation, air-quality, and sustainability objectives.

X. Dinuba's Existing Small Businesses Have Already Invested in the Community

Existing station owners made investment decisions based on Dinuba's population, traffic, commercial development, zoning, and projected fuel demand. They purchased or leased property, installed equipment, hired employees, entered long-term supply agreements, complied with regulations, and paid City and local taxes.

These owners did not request that the City guarantee their success. Business always involves risk, and fair competition is part of the marketplace.

However, they are entitled to expect that a project capable of materially restructuring the local market will receive thoughtful and transparent review.

A national corporation can enter a market, change its strategy, sell a location, or absorb temporary losses as part of a broader national plan. A local owner cannot move the family business to another state or offset losses with thousands of other locations.

For local owners, this is not a theoretical policy discussion. It concerns mortgages, college tuition, medical expenses, retirement savings, employee livelihoods, and years of personal sacrifice.

The City should hear those voices before making an irreversible decision.

XI. Walmart Already Has a Significant Retail Presence in Dinuba

Walmart is not a new business seeking its first opportunity to participate in Dinuba's economy. It already operates a major

retail establishment in the City and benefits from substantial customer traffic, brand recognition, infrastructure, and market presence.

The pending proposal would allow Walmart to expand into another category currently served by numerous local operators.

The City should examine whether continued expansion of essential retail categories under one corporate roof promotes economic diversity or increases local dependence on a single dominant retailer.

A resilient local economy contains businesses of different sizes, ownership structures, and locations. Economic diversity ensures that no single company controls too much of the community's commercial activity. It creates multiple centers of employment, investment, decision-making, and community support.

The City should consider whether granting this approval would advance or weaken that diversity.

XII. Requested Independent Economic and Market Analysis

Before taking action, we respectfully request that the City require an independent study—paid for by the applicant but selected and directed by the City—addressing at least the following:

9. The existing number, location, and capacity of fuel stations serving Dinuba and the surrounding market;
10. Current and projected fuel demand based on population, traffic, commuting patterns, and planned growth;
11. The proposed station's anticipated annual fuel volume;
12. The source of that volume, including the amount expected to represent genuinely new demand versus sales transferred from existing stations;
13. The likely effect on fuel volume and inside-store sales at existing Dinuba stations;
14. The number of local businesses potentially at risk of reducing hours, eliminating jobs, deferring investment, or closing;
15. The net effect on employment;
16. The net fiscal effect on the City after accounting for displaced taxable sales;
17. The amount of revenue expected to remain in the local

economy;

18. The potential for commercial vacancies, underused properties, or physical deterioration at existing station sites;

19. The effect on geographic access to fuel and convenience services throughout Dinuba;

20. The project's consistency with the General Plan and applicable economic-development policies; and

21. Reasonable alternatives, including a smaller project, fewer pumps, modified operating hours, a different location, or denial of the application.

Any analysis prepared by or for Walmart should be subject to independent review. The assumptions, methodology, data, and conclusions should be disclosed to the public sufficiently in advance of the hearing to permit meaningful evaluation and comment.

XIII. Requested Public Process

We further request that the City:

22. Postpone final action on the application;

23. Provide all application materials, staff reports, traffic studies, environmental documents, technical reports, correspondence, and proposed conditions to the public;

24. Allow adequate time for review of those materials;

25. Conduct a community workshop focused specifically on the proposed fuel station;

26. Provide local station owners, employees, neighboring businesses, residents, and other interested persons a meaningful opportunity to speak;

27. Provide language access so that all affected members of the Dinuba community can participate;

28. Prepare written responses to material concerns raised by the public;

29. Make project-specific findings supported by substantial evidence; and

30. Explain how the project would produce a net public benefit after considering displaced sales, employment effects, traffic, infrastructure demands, environmental responsibilities, and potential commercial vacancies.

Public participation should occur before the City reaches a conclusion, not after the outcome has effectively been determined.

XIV. If the City Considers Approval, Strong Conditions Are Necessary

Although our primary request is denial or postponement, if the City ultimately considers approving the project, it should evaluate legally permissible and project-specific conditions addressing:

- The number of fueling positions;
- Hours of operation;
- On-site queuing requirements;
- Traffic-control improvements;
- Tanker-delivery hours and routes;
- Emergency access;
- Lighting, noise, and security;
- Stormwater and spill-prevention measures;
- Environmental monitoring;
- Financial responsibility for infrastructure improvements;
- Local hiring and workforce outreach commitments;
- Periodic reporting of traffic and operational conditions;
- Procedures for responding to neighborhood complaints;
- Site-maintenance requirements;
- Closure and decommissioning obligations; and
- Review of the use if actual operations materially exceed the assumptions presented during approval.

Any conditions must be enforceable, measurable, and supported by an appropriate monitoring process. Aspirational promises should not substitute for binding requirements.

XV. This Decision Will Communicate Dinuba's Economic Values

Every development approval sends a message about the kind of economy a city wants to build.

Dinuba can welcome investment while also asking whether that

investment strengthens the community. It can support affordability while also protecting economic diversity. It can encourage competition while also examining whether a proposed development creates new value or merely displaces existing local activity.

The issue before the City is not simply whether Walmart should be permitted to sell gasoline. It is whether this particular proposal, at this particular scale and location, serves Dinuba's long-term public interest.

A community is not strengthened merely by increasing the number of pumps within its boundaries. It is strengthened when development:

- Creates net new employment;
- Expands genuine consumer choice;
- Supports safe and efficient transportation;
- Protects the environment;
- Makes productive use of land;
- Preserves healthy commercial corridors;
- Retains economic activity locally;
- Encourages diverse ownership; and
- Provides benefits that exceed the costs imposed on the rest of the community.

The City should require convincing evidence that the proposed project meets those standards.

Conclusion: The Human Consequences Should Not Be Lost in the Technical Process

Behind every local station are people.

There are owners who have spent years standing behind counters, handling deliveries, repairing equipment, completing compliance paperwork, responding to emergencies, and serving customers through heat, cold, recessions, inflation, and rapidly changing fuel prices.

There are employees who depend on these businesses to pay rent, purchase food, support children, and remain connected to the workforce.

There are customers who know the owners and employees by name. There are schools, sports teams, nonprofit organizations, churches, and community events that have benefited from the generosity of small-business owners who may never issue a press release about their contributions.

These relationships do not appear on a site plan. They cannot be measured only by the number of parking spaces, pumps, or projected transactions. Yet they are part of Dinuba's economic and social fabric.

We ask the City not to dismiss those relationships as collateral damage or assume that market forces alone should decide the future of neighborhood businesses after the City authorizes a project of extraordinary competitive scale.

The City has both the opportunity and responsibility to ask difficult questions before—not after—those consequences occur.

Conclusion and Formal Request

For all of these reasons, the undersigned respectfully request that the City of Dinuba:

1. Deny the proposed Walmart fuel-station application in its present form; or

2. Postpone any approval until an independent and comprehensive community-impact review has been completed, publicly released, and considered through a meaningful public-hearing process.

The burden should be on the applicant to demonstrate that the project will produce a net and sustainable benefit for Dinuba—not merely additional sales for Walmart or a temporary price advantage achieved by transferring business from existing local stations.

Once local businesses close, employees lose their jobs, and commercial properties become vacant, the consequences may be difficult or impossible to reverse. Taking additional time now is responsible governance. It is not opposition to progress.

Progress should be measured not by the size of the applicant, the number of pumps installed, or the volume of fuel sold, but by whether a decision leaves Dinuba stronger, safer, more economically diverse, and more resilient.

We appreciate the service of the City Council, Planning Commission, and City staff. We respectfully ask you to listen to the businesses that have served Dinuba for years, require a complete public record, and place the long-term welfare of the entire community ahead of the expansion objectives of a single national corporation.

Respectfully submitted,

COALITION OF DINUBA GAS STATION OWNERS AND

OPERATORS

Name: TAJINDER SINGH
Business/Station: RJ food & GAS and Circle K
Address: 1150 E ELMONTE WAY and 1622 Alta Ave & Kamm
Telephone: (559) 972-6301 (559) 305-6964
Email: RJ food and @ gmail. com

JASVIR Singh
Name: K. JS
Business/Station: 135 S. ACTA AVE.
Address:
Telephone: (559) 591-8486
Email:

Name: BALDIP BASRAON
Business/Station: Arco AmPm
Address: 393 S Alta Ave Dinuba CA 93618
Telephone: 503-980-8786
Email: ARCO Dinuba @ gmail. com

Name: Yakoob Mohamed
Business/Station: Cutler Food mart & Jacks gas
Address: 403/2 RD 128 Cutler
Telephone: (559) 474-5523
Email: m. jack 87 @ Yahoo. com

Name: Arwinder Singh
Business/Station: Quick-n-Handy Mart & Deli
Address: 12600 Alta Ave Dinuba CA 93618
Telephone: (559) 259-3807
Email: Ronynous @ Yahoo. Com

Copies to:

Dinuba City Attorney
Dinuba Community Development Department
Dinuba Chamber of Commerce
Tulare County Board of Supervisors
[Other appropriate officials or community organizations]

OPERATORS

Name: AjayPal Sidhu.
Business/Station: Dinuba Gas & Food Mart.
Address: 1405 W El Monte Way Dinuba CA 93618
Telephone: 559 595 8648 or 559 289 7314.
Email: Sidhu.ajay@gmail.com

Name: Sukhpal Singh Grewal
Business/Station: Cornerstone Market
Address: 10392 Ave 416 Dinuba CA 93618
Telephone: (408) 821-0298
Email: Grewal2004213@gmail.com

Name: SAM Ali
Business/Station: S9IS Food MART
Address: 1081 E EL MONTE WAY
Telephone: DINUBA CA 93618
Email: 559-393-4720

Name:
Business/Station:
Address:
Telephone:
Email:

Name:
Business/Station:
Address:
Telephone:
Email:

Copies to:

Dinuba City Attorney
Dinuba Community Development Department
Dinuba Chamber of Commerce
Tulare County Board of Supervisors
[Other appropriate officials or community organizations]

CITY OF DINUBA
CATEGORICAL EXEMPTION
FOR
CONDITIONAL USE PERMIT

City of Dinuba
Development Services
1088 E Kamm Ave
Dinuba, CA 93618

CITY OF DINUBA
CATEGORICAL EXEMPTION
ENVIRONMENTAL ASSESSMENT FOR
CONDITIONAL USE PERMIT

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES1

PROJECT TITLE:	Walmart Gas Station Conditional Use Permit ("Project" or "proposed Project")
APPLICANT:	Walmart Stores, Inc 702 SW 8th Street Bentonville AR 72716
PROJECT LOCATION:	The Project site is located in the City of Dinuba, California at 770 W. El Monte Way (Figure 1 and Figure 2). The project consists of an approximately two (2) acre portion of the existing 23 acre Walmart Property. The site is identified by the Tulare County Assessor Assessor's Parcel Number (APN) 017-280-008.
GENERAL PLAN DESIGNATION:	The Project site has a planned land use designation of Community Commercial (**Figure 3**).
ZONING:	The Project site is zoned C-3 Community Commercial (**Figure 4**).
PROJECT DESCRIPTION:	The Applicant proposes the development and operation of a fueling station (project) on an approximately two (2) acre portion of the existing Walmart property located at 770 W. El Monte Way, Dinuba, California (APN 017-280-008). The overall Walmart property consists of approximately 23 acres. The Project site is zoned C-3 (Community Commercial) and is currently developed as a portion of the existing Walmart parking lot. The site contains paved parking areas, landscaped islands, internal drive aisles, and existing utility infrastructure. See **Figure 5** for the aerial image of the site. The project includes the construction of a fueling station consisting of (10) fuel pumps (20 fueling positions), a metal shade canopy, a 440 square-foot kiosk for employees and the sale of snacks and beverages, three (3) underground fuel storage tanks, 28 parking spaces, a trash enclosure, pedestrian walkways, landscaping, lighting, utility connections, and associated site improvements. As part of the project,

1 Public Resources Code 210000-21189 and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387 available from http://leginfo.ca.gov and http://ccr.oal.ca.gov

	approximately 130 existing parking spaces would be removed; however, the remaining parking spaces on the Walmart site would continue to exceed the City's minimum parking requirements. The project also includes the installation of a left-turn lane for southbound traffic on the Monte Vista Drive at the southerly entrance to the site to improve vehicle circulation and access. Approximately 23 existing mature shade trees would be evaluated for relocation where feasible as part of the site improvements. The fueling station would be staffed during the operating hours of the Walmart store, from 6:00 a.m. to 10:00 p.m. Fuel pumps would remain available for customer use 24 hours per day. The facility would be monitored by security camera, and fuel deliveries would typically occur once per day during off peak hours, such as early morning or late evening, to minimize traffic impacts. Because the project involves construction on an area greater than one acre, the project would be required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) Construction General Permit and prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). The project would also comply with applicable requirements of the San Joaquin Valley Air Pollution Control District, the Regional Water Quality Control Board, and all applicable City of Dinuba Conditions of Approval related to grading, drainage, air quality, utilities, landscaping, and public services. See **Figure 6** for the Project site plan.

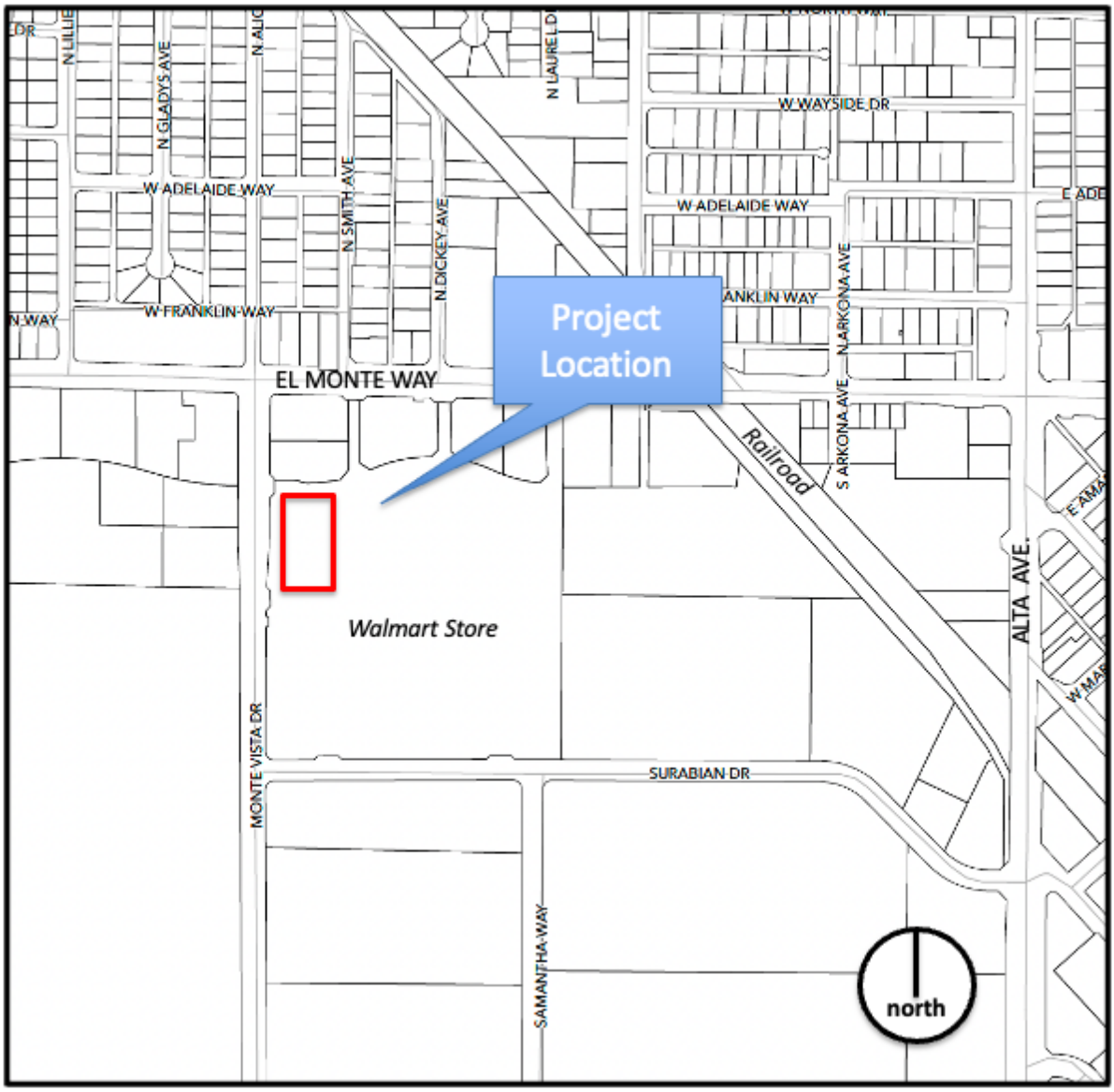


Figure 1. Project Regional Location

Figure 2. Project Vicinity Map

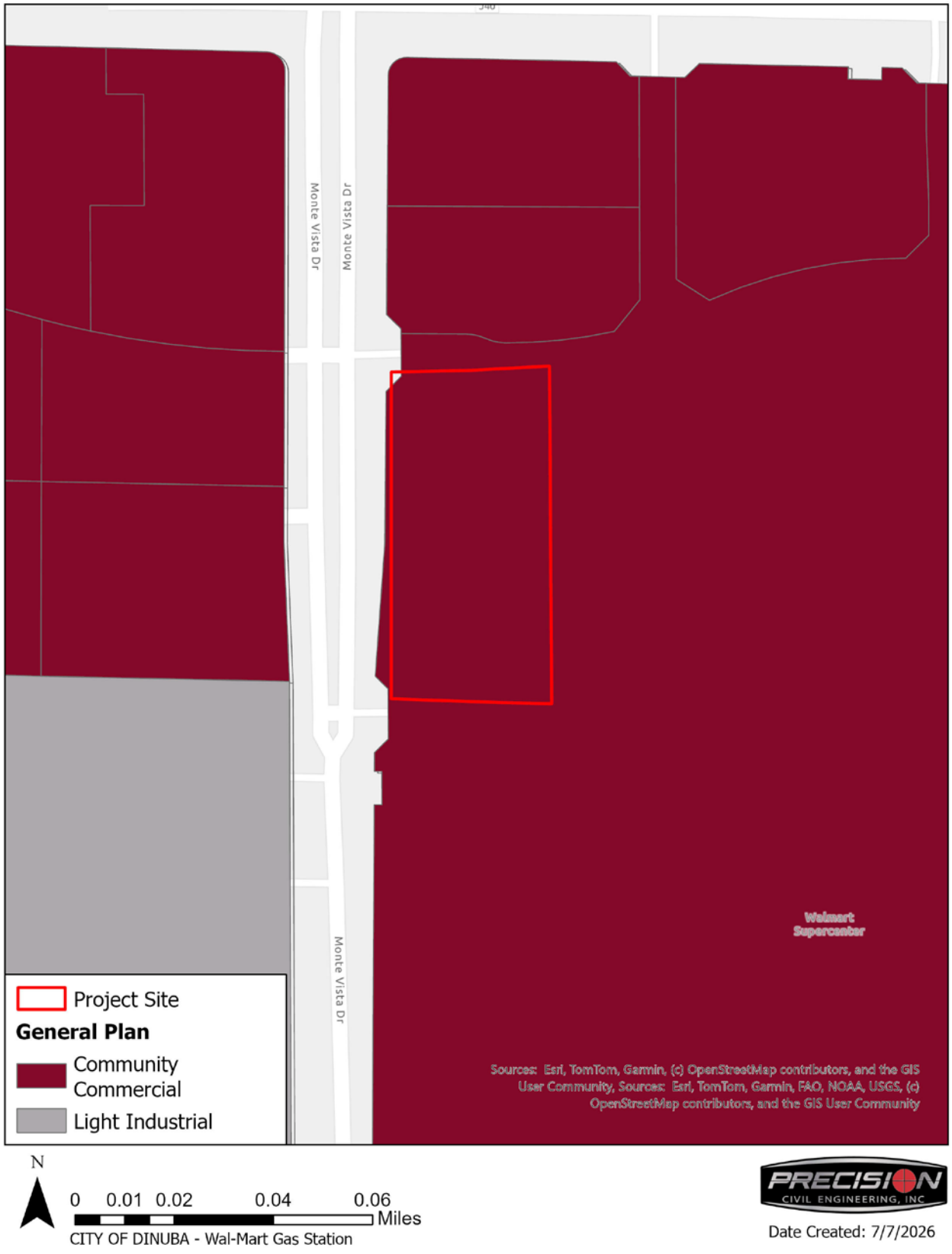


Figure 3. General Plan Land Use Designation Map

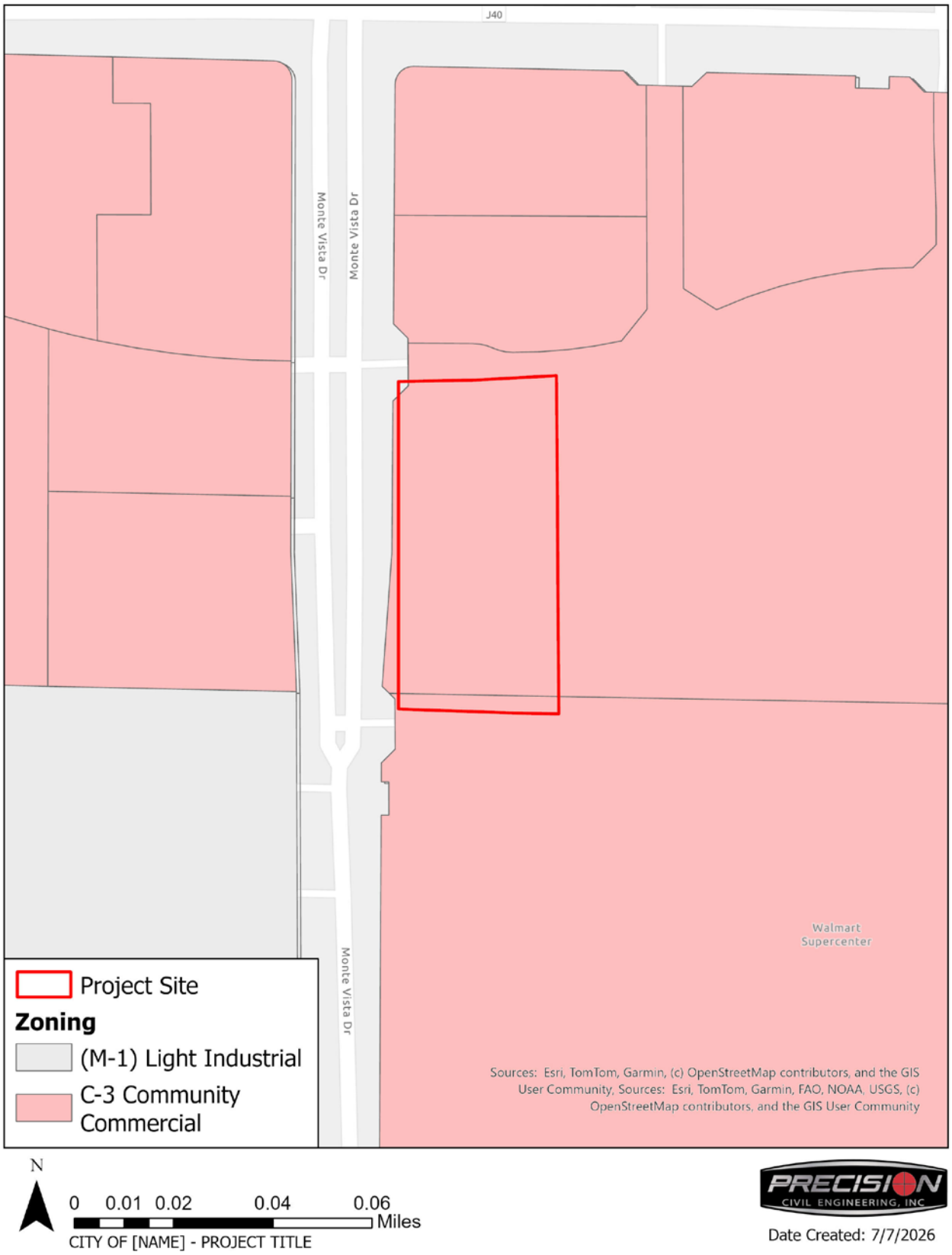


Figure 4. Zoning Map

Figure 5. Aerial of Project Site

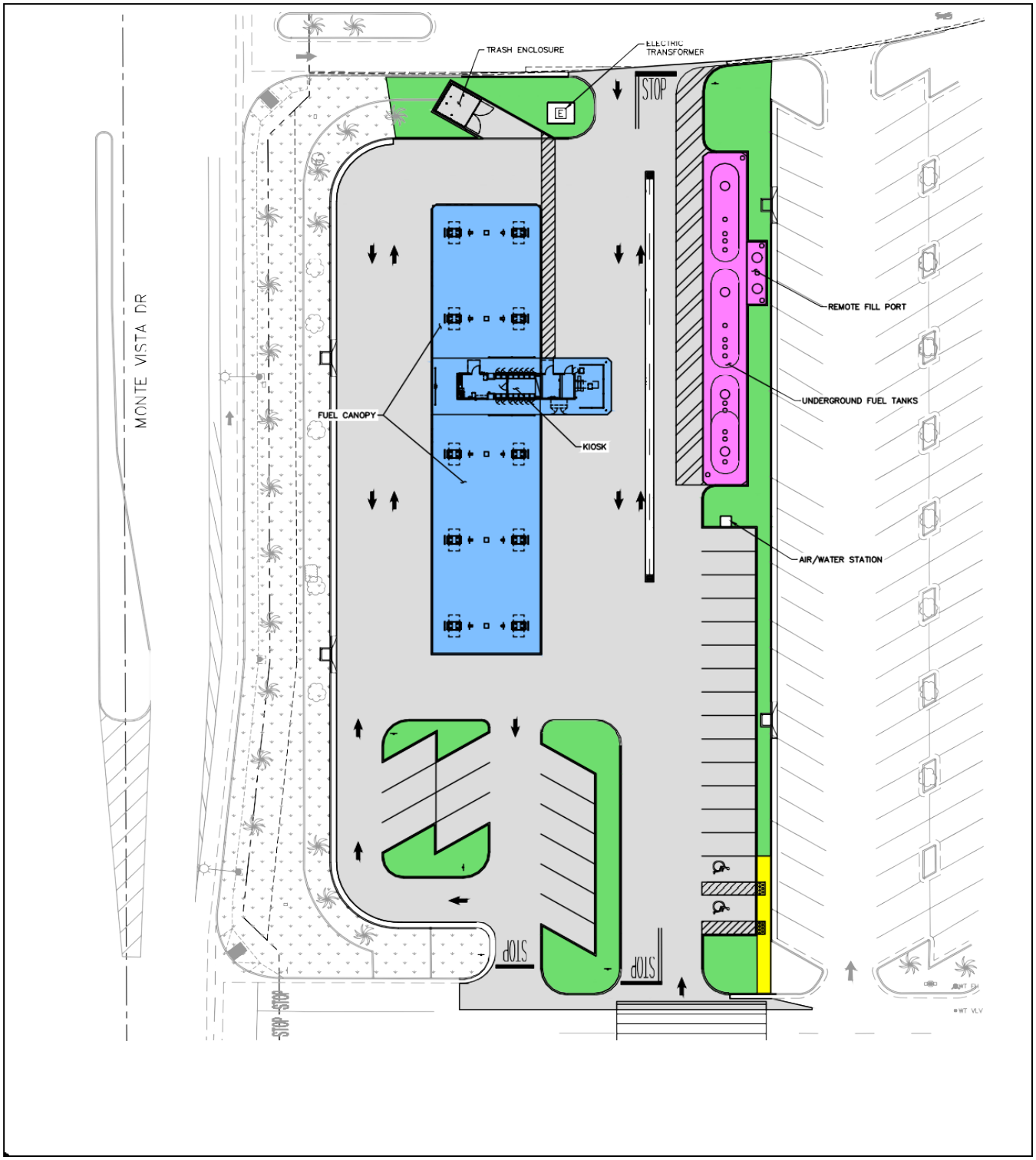


Figure 6. Project Site Plan

This project is exempt under Section 15332/Class 32 of the California Environmental Quality Act (CEQA) Guidelines.

Under Section 15332/Class 32, the Project is exempt from CEQA requirements. Section 15332/Class 32 consists of projects characterized as in-fill development meeting conditions described below.

a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
c) The project site has no value as habitat for endangered, rare, or threatened species.
d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
e) The site can be adequately served by all required utilities and public services.

The following is an analysis of how the Project meets all conditions required to be exempt under Section 15332/Class 32 of the CEQA Guidelines.

a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. According to the Dinuba General Plan, the Project site has a planned land use designation of Community Commercial. The Community Commercial designation provides for a 10-acre or larger cluster of commercial establishments serving needs similar to the neighborhood commercial centers, but also includes grocery, drug, general merchandise, variety, and specialty stores. The Community Commercial center generally serves a market area of 1-2 miles. Such facilities should be located in each residential quadrant of the community to minimize cross-town traffic. In addition, as shown in **Table 1** below, the Project is generally consistent with the applicable General Plan policies for commercial development.

Table 1. Project Consistency with Applicable General Plan Policies

Objective 1.3A *Ensure the provision of adequate commercial shopping opportunities and office space locations to meet anticipated needs.*	
Implementing Policies	**Project Consistency**
1.27. Community Commercial uses should be located along major traffic ways in consolidated centers that utilize common access and parking for commercial uses, discourage the introduction of strip commercial uses, and request adequate pedestrian links to residential areas.	**Consistent.** The Project site is located adjacent to El Monte Way, a designated Arterial, and Monte Vista Drive, a designated Collector. While the Project does propose to remove existing parking stalls, the Project does introduce a new, accessory commercial use along major traffic ways in an existing commercial center.
1.31. Commercial and office site planning shall be compatible with the surrounding neighborhood, signage, and landscaping.	**Consistent.** The Project site is located in an area primarily surrounded by existing commercial and industrial uses, including quick service restaurants, big box retail, and a distribution center.

1.42. The Conditional Use Permit process shall be used where site conditions or project location affect land use compatibility.	**Consistent.** The proposed Project is being processed through the City's discretionary review process, allowing the City to evaluate circulation, compatibility, utilities, and consistency with the Dinuba General Plan.

The proposed project consists of the construction and operation of a fueling station accessory to the existing Walmart store. The fueling station would be located within an existing commercial shopping center and would utilize the site's existing access, parking, and supporting infrastructure. The Project expands an existing commercial use and provides an additional service to Walmart customers while remaining consistent with the purpose and intent of the Community Commercial land use designation. Therefore, the Project is consistent with the applicable General Plan designation and applicable General Plan policies.

The Project site is also located within the C-3 (Community Commercial) zoning district. The proposed fueling station requires approval of a Conditional Use Permit and is designed to comply with the applicable provisions of the C-3 zoning district and the Dinuba Municipal Code. The Project does not propose any deviations from the applicable zoning regulations and will comply with all applicable requirements of the Dinuba Municipal Code. Therefore, the Project is consistent with the applicable zoning designation and associated development regulations.

b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The proposed development occurs within city limits on a project site of no more than five acres that is substantially surrounded by urban uses. The Project site consists of an approximately two-acre portion of the existing 23-acre Walmart property located at 770 W. El Monte Way, Dinuba, California (APN 017-280-008). The Project site is located within the City of Dinuba and is currently developed as a portion of the existing Walmart parking lot. The site has a Community Commercial General Plan land use designation and is zoned C-3 (Community Commercial). Surrounding land uses include Community Commercial to the north, Community Commercial to the east, Industrial to the south, and Community Commercial to the west. The Project site is located within a fully developed urban area that is served by existing streets, utilities, and public services. Therefore, the Project occurs within city limits on a project site of less than five acres that is substantially surrounded by urban uses and satisfies the requirements of CEQA Guidelines Section 15332(b).

c) The project site has no value as habitat for endangered, rare, or threatened species. The existing biotic site conditions and resources can be defined primarily as urban. The Project site was previously developed as a shopping center with various commercial uses. There are no existing natural elements on site such as vegetative cover, native trees and plant species, or water features. In addition, the site is within an established neighborhood and is surrounded by existing commercial and industrial uses. Consequently, the site and surrounding area are highly disturbed and lack cover, vegetation, and water features that would otherwise provide habitat for a special status species. Thus, the Project site has no value as a habitat for endangered, rare, or threatened species and no impact would occur as a result of the Project.

d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

i. Traffic. Senate Bill (SB) 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as vehicle miles traveled (VMT) instead of Level of Service (LOS). VMT measures how much actual auto travel (additional miles driven) a proposed project would create on California roads. If the project adds excessive car travel onto our roads, the project may cause a significant transportation impact.

The State CEQA Guidelines were amended to implement SB 743, by adding Section 15064.3. Among its provisions, *Section 15064.3* confirms that, except with respect to transportation projects, a project's effect on automobile delay shall not constitute a significant environmental impact. Therefore, LOS measures of impacts on traffic facilities are no longer a relevant CEQA criteria for transportation impacts.

CEQA Guidelines *Section 15064.3(b)(4)* states that *"[a] lead agency has discretion to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's vehicle miles traveled and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate VMT and any revision to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section."*

The City of Dinuba has not yet adopted its own official VMT guidelines but uses the County of Tulare's *SB 743 Guidelines*, dated June 8, 2020, which contains recommendations regarding VMT assessment, significance thresholds, and mitigation measures. The Guidelines are consistent with the requirements of CEQA Guidelines Sections 15064.3 and 15064.7. The December 2018 Technical Advisory on Evaluating Transportation Impacts in CEQA (Technical Advisory) published by the Governor's Office of Land Use and Climate Innovation (formerly the Office of Planning and Research), was utilized as a reference and guidance document in the preparation of the County of Tulare's VMT Guidelines.

The County of Tulare VMT Thresholds Section 3.2 regarding Project Screening discusses a variety of projects that may be screened out of a VMT analysis including specific development and transportation projects. For development projects, conditions may exist that would presume that a development project has a less than significant impact, including:

- The project generates a low volume of daily traffic. The City will allow screening out projects if the project would generate less than 500 ADT.
- The project involves local-serving retail and similar land uses that tend to attract vehicle trips from adjacent areas that would have otherwise been made to more distant locations.
- The project involves local-serving public facilities.
- The project involves affordable or farmworker housing.

- The project involves the redevelopment of a site that would result in a net reduction in VMT from the development that is replaced.
- The project is a mixed-use project that results in a net reduction of VMT.

The proposed Project consists of the construction of a fueling station within the existing Walmart shopping center. The fueling station would function as an accessory commercial use serving patrons already visiting the existing Walmart store and surrounding commercial area. Rather than generating substantial new vehicle trips, the project is expected to capture trips that are already occurring as part of the existing shopping travel patterns, allowing customers to refuel during an existing shopping trip. The Project would primarily generate pass-by trips rather than create new or longer vehicle trips. Therefore, the Project is considered local-serving retail.

ii. **Noise.** The Project site is located within an existing developed urban area and is surrounded by a mix of commercial, industrial, and residential land uses. Existing ambient noise levels in the Project vicinity are typical of a developed commercial area and include noise generated by vehicle traffic and surrounding commercial activities. The proposed Project consists of the construction and operation of a fueling station accessory to the existing Walmart store and would not introduce a land use that is inconsistent with the surrounding commercial environment. Based on the City Council's review of the Project, no significant operational noise impacts are anticipated, and there are no nearby noise-sensitive land uses expected to be adversely affected by the Project. Construction-related noise would be temporary and limited to the duration of construction. Construction activities would be required to comply with the City of Dinuba Municipal Code, which exempts permitted construction activities conducted between 7:00 a.m. and 7:00 p.m., except on Sundays and holidays, from the City's noise regulations. In addition, the Dinuba Municipal Code establishes maximum allowable stationary noise standards for noise-generating land uses and prohibits excessive or unreasonable noise that would disturb surrounding properties.

iii. **Air Quality.** The San Joaquin Valley Air Pollution Control District (SJVAPCD) recommends a three-tiered approach to analysis based on project size to allow project screening for significant impacts. The first tier is the Small Project Analysis Level (SPAL), the second tier is a Cursory Analysis Level (CAL) for projects exceeding the SPAL criteria, and the third tier is a Full Analysis Level (FAL), which is the level of analysis that is usually required for an EIR. The SPAL was established by the SJVAPCD on November 13, 2020, and the threshold for the SPAL was performed based on CalEEMod version 2016.3.2.

The Project would not have any significant effects relating to air quality pursuant to the SJVAPCD SPAL based on pre-quantified emissions and determined values related to project type, size, and number of vehicle trips. According to the SPAL, projects that fit specified descriptions are deemed to have a less than significant impact on air quality and as such are excluded from quantifying criteria pollutant emissions for CEQA purposes. Based on the Project description, the applicable land

use types for the proposed Project include the Gasoline/Service Station land use type. The corresponding thresholds for these land uses are shown in **Table 2** below.

Table 2. SPAL Thresholds for Applicable Uses

Land Use Type: Gasoline/Service Station	Size/Unit	Average Daily One-Way Trips for all fleet types (except HHDT)	Average Daily One-Way for HHDT Trips only (50 mile trip length)
SPAL Thresholds	16 pumps	1,900	35
Proposed Project	10 pumps	1,188	22
Below Threshold?		**Yes**	**Yes**

Altogether, the proposed Project generates under the 1,900 ADT and 35 HHDT threshold and thus the Project would have a less than significant impact on air quality and is excluded from quantifying criteria pollutant emissions for CEQA purposes.

iv. **Water Quality.** The Project site is an infill site with existing industrial and commercial development surrounding its north, south, and west. Development of the Project would require connections to existing utilities including water and stormwater systems. Because the site is greater than one (1) acre in size, the Applicant is required to prepare a Stormwater Pollution Prevention Plan (SWPPP) in compliance with the NPDES stormwater program, as shown in the Project Description. The SWPPP estimates the sediment risk associated with construction activities and includes BMPs to control erosion. BMPs specific to erosion control cover erosion, sediment, tracking, and waste management controls. Implementation of the SWPPP minimizes the potential for the Project to result in substantial soil erosion or loss of topsoil and impacts would be less than significant. Compliance with existing regulations including the General Construction Permit, BMPs, and Storm Drainage and Flood Control Master Plan would reduce potential impacts related to water quality and waste discharge to less than significant levels.

e) The site can be adequately served by all required utilities and public services.

i. **Utilities and Service Systems.** The Project site is an infill site located within an existing developed urban area surrounded by residential, commercial, and industrial land uses. The site is currently developed as a portion of the existing Walmart property and is served by existing utility infrastructure including water, sewer, storm drainage, electricity, and telecommunications services, to which the Project would connect. The following summarizes the proposed utility improvements associated with the Project.

a) Water. The Project proposes installation of a new 1.5-inch domestic water service, including a new water meter, backflow preventer, and associated domestic water piping to serve the proposed fueling station kiosk and associated facilities. The proposed water system will connect to the existing utility infrastructure serving the Walmart property.

b) Sewer. The Project proposes installation of a new 4-inch PVC sanitary sewer lateral, including sanitary sewer cleanouts and associated sewer piping connecting the proposed fueling station to the existing sanitary sewer system

serving the site.

c) Storm Drain. The Project proposes installation of a new 8-inch storm drain system, including canopy roof drainage connections, a storm drain manhole, and an AquaSwirl stormwater treatment system to collect, convey, and treat stormwater runoff generated by the proposed fueling station prior to discharge into the existing storm drainage system.

d) Other Utilities. The Project also includes installation of supporting utility infrastructure, including a new transformer, 400-amp electrical service, conduit connections to the existing electrical system, fiber optic conduit connecting the kiosk to the existing Walmart building, an air and water service pedestal, utility crossings, and a remote fuel fill port necessary to support operation of the proposed fueling station.

Consequently, development of the Project site will be reviewed and approved by the City of Dinuba and responsible agencies through the entitlement and permitting process with applicable Conditions of Approval. The Project will be required to comply with all applicable requirements related to water, sewer, storm drainage, fire protection, and other public utilities. In addition, the Project will be required to obtain applicable permits from the Regional Water Quality Control Board and comply with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, including preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP), prior to construction. Because the Project will utilize and connect to existing public utility infrastructure serving the Walmart property, it would not require the construction or expansion of major off-site utility facilities. Therefore, the Project can be adequately served by all required utilities and service systems.

ii. Public Services. The Project is located within the City of Dinuba and would be served by existing public services, including fire protection, police protection, schools, parks and recreation, solid waste, and other public facilities. The Project consists of the construction of a fueling station on an existing developed commercial site and would have a less than significant impact on public services for the following reasons:

a. Fire Protection. The Project site is located within the City of Dinuba and therefore would be served by the Dinuba Fire Department. The nearest fire station is located at 496 E. Tulare Street, approximately 1.5 miles from the Project site. The Project's proximity to the existing fire station would support adequate response times and fire protection services. In addition, the Project would be reviewed and conditioned by the Dinuba Fire Department for requirements related to water supply, fire hydrants, fire flow, and emergency vehicle access. The Project would also be required to comply with all applicable Fire Department Conditions of Approval. For these reasons, it can be determined that the Project would not result in the need for new or altered fire protection facilities and, as a result, impacts would be less than significant.

b. Police Protection. The Project site is located within the City of Dinuba and therefore would be served by the Dinuba Police Department. The nearest police station is located at 680 S. Alta Avenue, approximately 1.3 miles from the Project site. The Project's proximity to the existing police station would support adequate response times and police protection services. In addition, the proposed fueling station

includes security lighting and surveillance cameras to enhance public safety. For these reasons, it can be determined that the Project would not result in the need for new or altered police protection facilities and, as a result, impacts would be less than significant.

c. Schools. The Project consists of the construction and operation of a fueling station accessory to an existing commercial development and would not result in new residential development or a substantial increase in population. Therefore, the Project would not increase the demand for school facilities or require the construction of new or expanded school facilities. As a result, no impact to schools would occur.

d. Parks. Parks and recreational facilities are typically affected by increases in residential population. The Project consists of commercial development within an existing developed commercial site and would not result in new residential development or a substantial increase in population. Therefore, the Project would not increase demand for parks or recreational facilities or require the construction of new or expanded park facilities. As a result, no impact would occur.

Based on the analysis contained above, none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, *Section 15300.2* apply to this Project as analyzed in the following:

a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, Class 3 is considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

Classes 3 (New Construction or Conversion of Small Structures), 4 (Minor Alterations to Land), 5 (Minor Alterations in Land Use Limitations), 6 (Information Collection), and 11 (Accessory Structures) are not applicable to the proposed Project. The Project is located on an approximately two-acre portion of an existing developed commercial property within the City of Dinuba and is surrounded by existing urban development. Therefore, such location considerations are not applicable.

b) Cumulative Impact. All exemptions for this class are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant. ("Cumulative Impact" is defined as the condition under which "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts," pursuant to CEQA Guidelines Section 15355)

The Project proposes a use that is consistent with and permitted by the City of Dinuba General Plan and Dinuba Municipal Code. Adherence to the applicable policies, regulations, and Conditions of Approval would ensure that implementation of successive projects of the same type in the same place, over time would not constitute a significant cumulative impact.

c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Based on the analysis provided above, the Project is not expected to have a significant effect on the environment due to unusual circumstances. The Project is proposed on an infill site within an existing developed commercial area and there are no unusual circumstances with regard to the site, its location, or surroundings. The proposed fueling station is a use that is permitted through approval of a Conditional Use Permit within the Community Commercial land use designation and C-3 (Community Commercial) zoning district. Since the Project's surrounding area is largely developed and the proposed use is consistent with the applicable land use designation and zoning regulations, there is no reasonable possibility that the activity would have a significant effect on the environment due to unusual circumstances.

d) *Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources within a highway officially designated as a state scenic highway.*

According to the California State Scenic Highway System Map, the Project is not located near a State-designated scenic highway and therefore, the Project would not damage scenic resources within a state scenic highway.

e) *Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code. The Project is not located on a site that is included in any list compiled pursuant to Section 65962.5 of the Government Code.*

A search of the California Department of Toxic Substance Control's EnviroStor database [2] and the State Water Resources Control Board's GeoTracker database [3] reveal no hazardous material release sites on the Project site. Thus, no impact would occur.

f) *Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.*

According to the Dinuba General Plan, there are no local, state, or federal designated historical resources on the Project site or within the Project Area (i.e., ½-mile radius).

Overall, the Project is consistent with the applicable General Plan designation and policies as well as the applicable zoning designation and regulations. It occurs within city limits on an approximately two-acre project site within an existing urbanized area. The Project site is a highly disturbed commercial property with no value as habitat for endangered, rare, or threatened species. Further, the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality and can be adequately served by all required utilities and public services. As such, the proposed Project is not expected to have a significant effect on the environment. Accordingly, a Categorical Exemption pursuant to CEQA Guidelines Section 15332 (Class 32 – Infill Development Projects) has been prepared for the Project.

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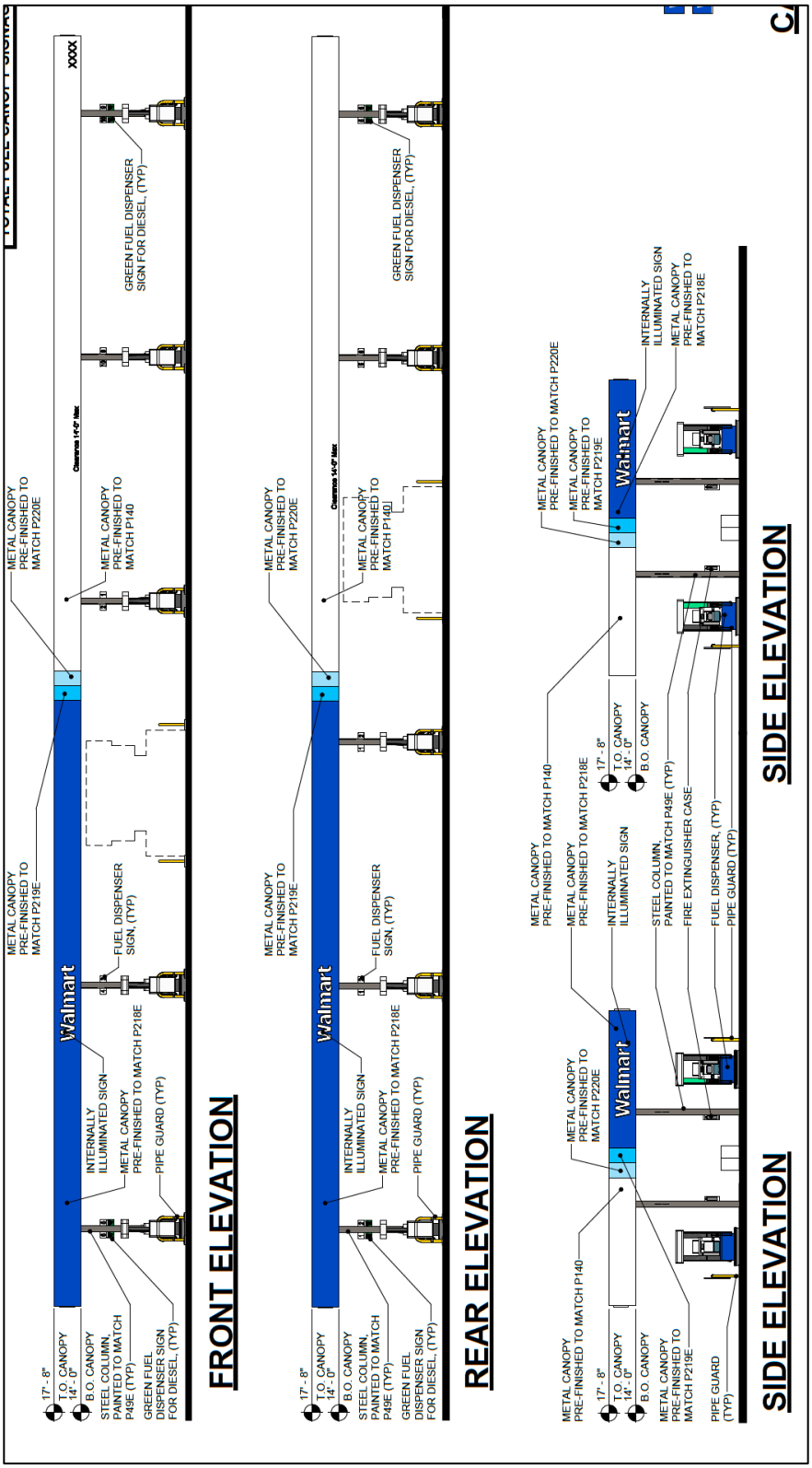
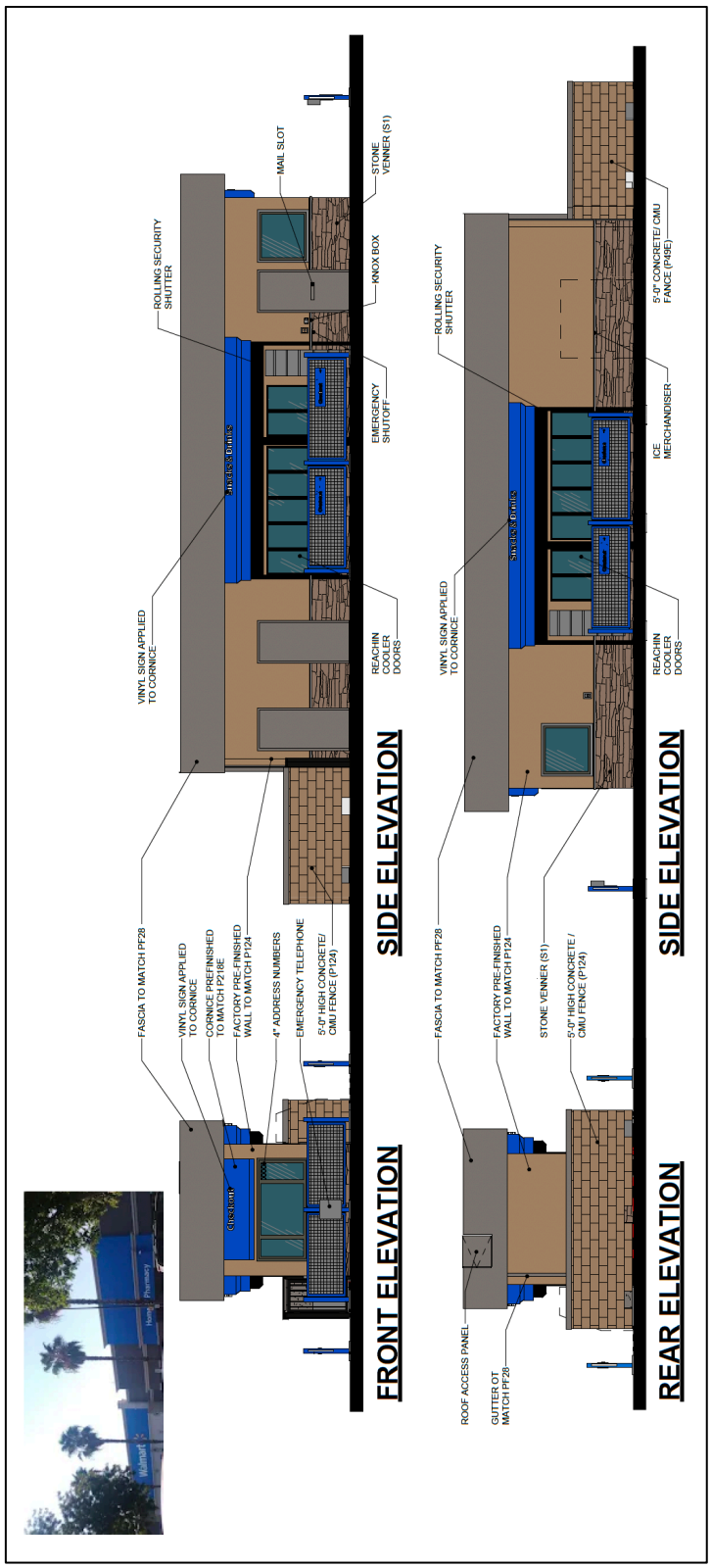
2 California Department of Toxic Substances Control. Envirostor. Accessed July 01, 2026, https://www.envirostor.dtsc.ca.gov/public/

3 California State Water Resources Control Board. GeoTracker. Accessed July 01, 2026, https://geotracker.waterboards.ca.gov/

Attachment “E”: Pump Canopy Façade Design



Attachment “F” (Kiosk Façade Design)



City Council Staff Report

Department: CITY MANAGER'S OFFICE July 14, 2026

To: Mayor and City Council

From:

By:

Subject: 2025-26 Year-End Review (LP)

RECOMMENDATION:

Council to receive the annual Year-End Review.

EXECUTIVE SUMMARY:

The Year-End Review provides highlights of some of the major projects and activities completed or in progress in fiscal year 2025/26. As reflected in the Year-End video, the City has had another productive year with several residential developments in progress or approved, major road projects under construction and planned, new parks completed, grants awarded and pending, and vacant positions filled. The Dinuba Team continues to do an outstanding job working toward the City Council goals.

OUTSTANDING ISSUES:

None.

DISCUSSION:

The City has had another productive year. The memorandum enclosed herein as Attachment 'A' highlights some of the major projects and activities completed or in progress. These accomplishments align with and further the Council's strategic goals. In addition, a short Year-End video has been prepared to visually showcase some of the major projects highlighted in the memorandum.

FISCAL IMPACT:

None.

PUBLIC HEARING:

ATTACHMENTS:

1. Year In Review 2025-2026

Office of City Manager

Memorandum

To: Mayor and City Council
From: Luis Patlan, City Manager
Date: July 14, 2026
Re: Year in Review - July 1, 2025 through June 30, 2026

The past fiscal year has been very productive for the City of Dinuba. As reflected in the highlights below, the City has accomplished many projects while making progress on a host of others. Although much works remains, staff continues to focus on implementing the Council's goals aimed at improving the quality of life for the residents of Dinuba.

Goal #1: Fiscal Health - balance operational needs and infrastructure investments with consideration of the long-term fiscal sustainability of the City organization

- Solid General Fund reserves of nearly $30 million at June 30, 2026
- Clean FY 2024/25 audit with no findings (first time with zero or no audit findings)
- Updated Investment Policy & retained Meeder Financial to manage cash investments
- Received at total of $3.33 million in Ambulance Service Revenue in 2025 (compared to $3.27 in 2024 and $2.7 million in 2023)
- Set up a repayment schedule for $2.2 million advance to the Golf Course
- Received the GFOA and CSFMO Budget Awards for FY 2024/25 budget
- Awarded $3.6 million in CDBG grant funds for P Street Sewer Main
- Awarded $1.0M CalHome grant for Downpayment and Rehabilitation programs
- Awarded $300k CDBG grant for Senior Meals Program (award pending)
- Received $1.09 federal earmark for Water Tower Project
- Secured $2.0M in Measure R funds for Pedestrian Safety Improvements
- Secured $29M for four (4) new roundabout projects
- Secured $2.8M for upgrades to E. Englehart railroad crossing upgrades (south of Nebraska)
- Applied for $3.5M AHSC grant for Dinuba Intermediate School pedestrian improvements
- Applied for $4.4M SS4A grant for safety enhancement to W. El Monte from Alta to Englehart
- Applied for $6.4M Railroad Crossing Elimination grant for W. Saginaw at-grade railroad crossing
- Applied for $15.5M ATP grant for Class I Bike & Ped Lane on Englehart

Goal #2: Quality of Life & Neighborhood Improvements - direct human and financial resources to create a safe, healthy, and livable community

- Completed Malsch "Sister City" commemorative space at Rose Ann Vuich Park
- Completed Rose Ann Vuich Park Master Plan
- Completion of Montebella Neighborhood Park
- Entertainment Plaza Renovation (under construction)
- Sierra View Neighborhood Park in Los Prados neighborhood (under construction)
- Delgado Park Master Plan (in progress)
- Ongoing concerts and other events at Ridge Creek Golf Course
- 2025 Part 1 Crimes down by nearly 16% compared to 2024, 626 versus 744 (i.e., homicide, rape, property, vehicle theft, assault, burglary).
- New landscape & raised medians in Kamm from Green to College (in progress)
- New landscape & raised median in E. El Monte from Hayes to Rd 92 (in progress)
- Installed 4 solar lights in Edwards Place to enhance visibility and safety
- Pro-active engagement with homeless and partnership with Kings/Tulare Homeless Alliance

Goal #3: Invest in the Community - focus resources on improving infrastructure, facilities, parks and recreational activities, and community beatification

- Completion of new Fire Training Facility with classrooms and restrooms
- Completion of Fire Station remodel
- College Avenue Reconstruction & Water Main Replacement
- Kamm Avenue Raised Median & Road Rehabilitation from Green to College (in progress)
- E. El Monte Raised Median & Road Rehabilitation from Crawford to Rd 92 (in progress)
- E. El Monte Road Rehabilitation from Hayes to Crawford (in progress)
- P Street Sewer Main Replacement (in progress)
- Installation of new screw press and 2 new pumps at WWTP (in progress)
- Completion of Crawford Avenue grind & overlay from E. El Monte to E. Saginaw
- Whitney Water Main Replacement
- Well #18 Repairs
- Entered into Reimbursement Agreement with Union Pacific for engineering & design of W. Saginaw railroad at-grade crossing
- Redesign completed for the second Fire Station (construction to follow)
- Conceptual plan completed for The Social Top Tracer Golf Venue (construction to follow)

Goal #4: Maintain Organizational Capacity - ensure the necessary human capital resources to provide high-quality service as the City grows

- Expect to be 100% fully staffed by June 30, 2026
- Fire Department shifted staffing to include two personnel on all calls
- Reached 3-year MOU with all bargaining groups effective July 1, 2025
- Sponsored two (2) fire personnel to Paramedic school (graduated in June)
- Sponsored two (2) fire personnel to Fire Academy
- Purchased 34 office body-worn cameras
- Conducted 142 Community Oriented Policing Activities (January 1, 2025 – December 31, 2025.
- New 105' Fire Ladder Truck in service
- New fire engine(s) in service
- Ordered 15 new police patrol vehicles
- Ordered 12 new work trucks for PW and Parks
- HCD certified Housing Element Update
- Completed South of El Monte Revitalization Plan
- Completed Fire Master Plan
- Completed Vision Zero Action Plan
- Water Master Plan update (in progress)
- Sewer Master Plan update (in progress)
- Update Ordinance regulating Animals, Licensing & Permitting
- Adopted new EV and Solar Ordinance
- Updated Fireworks Citations Ordinance (increased fines)

Goal #5: Community Engagement - encourage community involvement and outreach

- Partnership with DUSD to hire 2 part-time CSOs to support SRO at new DHS
- Partnership with DUSD to fund & expand After School Program
- Partnership with Cal Ripken League to expand city's recreation baseball program
- Parks held 5 community outreach meetings for proposed grant for Delgado Park improvements
- Police Community Volunteers provided 773.50 hours of service resulting in a cost savings of $31,048.29 to the department as of December 31, 2025.
- Dinuba PD held 142 community oriented policing activities
- Several bike rodeos held to teach bicycle safety and bike give aways
- PD held annual Public Safety National Night Out
- 4th Annual BBQ & Craft Brews Fest
- Summer Concert Series at Vuich Park
- Annual Independence Day Fireworks Show

Goal #6: Economic Development - promote the City as an appealing community for people to live, work, visit & invest

- Chipotle Mexican Grill open
- Starbucks No. 2 at Mercantile Row Shopping Center
- Narayan Medical No. 2 at Mercantile Row Shopping Center
- Narayan Medical Clinic No. 3 in former Walgreens (tenant improvements in progress)
- Circle K Convenient Store & Fueling Station (under construction)
- Orbit Lanes expansion including arcade and party area
- Anytime Fitness at Mercantile Row Shopping Center
- Walmart addition of 10 fueling bays (in planning)
- Montebella Phase 3 (under construction)
- Empire Estates (under construction)
- Los Prados (under construction)
- Verona Estates (under construction)
- Castlerock (under construction)
- Belknap/Tavlin tract map approved (167 lots)
- Los Prados East tract map approved (177 lots)
- Self Help Enterprise Adelaide Senior Garden Site Plan approved (71 units)

Looking Ahead

Staff will be closely monitoring several challenges & opportunities. These include, but not limited, to:

- Revenue measure
- Second Fire Station
- The Social Top Tracer Golf Venue at Ridge Creek
- Future residential development around new High School
- Major grants (Statewide Parks, Community Resilience Center, HSIP, ATP)

Conclusion

The City has a strong management team focused on implementing the Council's goals, providing the highest level of customer service, planning for the future, and ensuring that employees are given the resources and training they need to carry out their functions. Special thanks to all city employees who work day-in and day-out to improve the community's quality of life.