



Tuesday, November 14, 2023 / 5:30 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
Vice Mayor	Mayor	Council Member	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. REMOTE ATTENDANCE

1.1. Click for remote access per AB 2449

Remote audio/video access to the November 14, 2023 City Council meeting

2. Work Session - 5:30 PM

2.1. Solar Streetlight Installation Options for Residential Developments (JW)

3. OPENING CEREMONIES

3.1. Welcome and Call to Order

3.2. Invocation

3.3. Pledge of Allegiance

4. 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).

5. NEW EMPLOYEES AND PROMOTIONS

5.1. Introduction of Single Role Paramedic Cruz Guerrero (GC)

5.2. Promotion Recognition and Oath of Office for Firefighter/Paramedic Timothy Schlegel (GC)

6. 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.

7. 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.

7.1. SUBJECT

Authorization to Purchase New Compact Dump Truck (GA)

RECOMMENDATION

Council to authorize the purchase of a new low capacity dump truck in the amount of \$90,184 from Jim Manning Dodge.

7.2. SUBJECT

Resolution No. 2023-56 Authorization to Approve Final Parcel Map for 447 Nebraska Avenue (JW)

RECOMMENDATION

Council to adopt Resolution No. 2023-56 approving the Final Parcel Map for 447 Nebraska Avenue consisting of two (2) residential lots and authorize city staff to record the map.

7.3. SUBJECT

Notice of Completion - FY 22/23 Street Rehabilitation Project (JW)

RECOMMENDATION

Council to accept the FY 22/23 Street Rehabilitation Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

7.4. SUBJECT

Resolution No. 2023-47 Approving Funding Agreement with the State Water Resources Board in connection with the \$10M state Proposition 1B grant for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability Project (GA)

RECOMMENDATION

Resolution No. 2023-47 approving Funding Agreement with the State Water Resources Board in connection with the \$10M state Proposition 1B grant for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability Project and authorizing the City Manager or Public Works Director to execute the agreement and any related documents.

Resolution No. 2023-47 approving Funding Agreement with the State Water Resources Board in connection with the \$10M state grant for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability Project and authorizing the City Manager or Public Works Director to execute the agreement and any related documents (GA)

7.5. SUBJECT

Approve Agricultural Lease Agreement with Mr. Luis Amezcua for City-owned property (GA)

RECOMMENDATION

Council to approve a new agricultural lease agreement with Luis Amezcua to dry farm 90 acres of City-owned property located in the City's Industrial Park and authorize the City Manager or designee to execute the lease agreement.

7.6. SUBJECT

Resolution No. 2023-57 Authorization to Approve Final Map and Subdivision Development Agreement for Castro Phase 2 Subdivision (JW)

RECOMMENDATION

Council by one motion take the following actions:

1. Adopt Resolution No. 2023-57 approving the Final Map for the Castro Phase 2 Subdivision consisting of 33 residential lots and authorize City staff to record said map; and,
2. Approve the Subdivision Development Agreement for Castro Phase 2 Subdivision and authorize the City Manager or designee to execute the agreement.

7.7. SUBJECT

Resolution No. 2023- 58 approving the Intergovernmental Transfer Agreement (IGT) with the California Department of Public Health Care Services (DHCS) for EMS Ambulance Transport Services Reimbursements (KS)

RECOMMENDATION

Council adopt Resolution No. 2023-58 approving the Intergovernmental Transfer Agreement (IGT) with the California Department of Health Care Services for EMS Ambulance Transport Services reimbursements and authorizing the City Manager to execute all agreements associated with the program.

7.8. SUBJECT

Fiscal Year 2023/24 First Quarter Financial Report (KS)

RECOMMENDATION

Council to accept the financial report for the first quarter of the 2023/2024 fiscal year.

7.9. SUBJECT

Fiscal Year 2023/24 Cash Investment Report for the Quarter Ending September 30, 2023 (KS)

RECOMMENDATION

Council to review and accept the City of Dinuba Cash and Investment report for the first quarter of fiscal year 2023/24.

7.10. SUBJECT

Proclamation No. 2023-07 Veterans Day 2023 (MA)

RECOMMENDATION

Council to adopt Proclamation 2023-07 in observation of Veterans Day November 11, 2023.

7.11. SUBJECT

Request for Excused Absence Council Member Kuldip Thusu (MA)

RECOMMENDATION

Council to excuse the absence of Council Member Kuldip Thusu from the City Council meeting of October 24, 2023.

7.12. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting of October 24, 2023 as presented.

8. WARRANT REGISTER

8.1. SUBJECT

Warrant Register October 27 & November 3, 9, 2023 (KS)

RECOMMENDATION

Council to review the Warrant Register as presented.

9. PUBLIC HEARING

9.1. SUBJECT

Urgency Ordinance No. 2023-07 Adopting Daytime Curfew (AI)

RECOMMENDATION

Council conducts a public hearing and following the hearing, introduce Ordinance, read the title into the record, waive reading in full, and adopt Urgency Ordinance No. 2023-07 amending Chapter 9.60 of the Dinuba Municipal Code by adding Section 9.60.050 relating to Minors' Daytime Curfew.

10. DEPARTMENT REPORTS

10.1. SUBJECT

Acceptance of Donation from Alta Healthcare District (GC)

RECOMMENDATION

Council to accept donation from the Alta Healthcare District in the amount of \$310,427.00 for the purchase of a new ambulance and authorize the City Manager or designee to sign any related documents.

11. MAYOR/COUNCIL REPORTS

12. CITY MANAGER COMMUNICATIONS

13. CITY STAFF COMMUNICATIONS

14. 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 CLERK

November 14, 2023

To: Mayor and City Council
From: Maria Alaniz, City Clerk/Human Resources Director
Subject: Click for remote access per AB 2449

RECOMMENDATION

Remote audio/video access to the November 14, 2023 City Council meeting

EXECUTIVE SUMMARY

The November 14, 2023 City Council meeting can be accessed via the information provided below:

Dinuba City Council Meeting, November 14, 2023 05:30 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83941307773>

Or One tap mobile :

+16699006833,,83941307773# US (San Jose)

+16694449171,,83941307773# US

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING



City Council Staff Report

Department: ENGINEER/PLANNING

November 14, 2023

To: Mayor and City Council

From: Jason Watts, City Engineer

Subject: Solar Streetlight Installation Options for Residential Developments (JW)

RECOMMENDATION

Staff is seeking input and direction from the City Council on a request from San Joaquin Valley Homes to consider allowing the installation of solar streetlights in lieu of typical hardwired streetlights in the Castro (Montebella) Phase 2 & 3 subdivision.

EXECUTIVE SUMMARY

San Joaquin Vally Homes (SJVH) is requesting that the city consider allowing them to install solar streetlights in future phases of the Montebella subdivision in lieu of standard hardwired streetlights due to continual rising costs and extreme delays from PG&E. The lead time for PG&E to install hardwired streetlights is a minimum one year. This long lead time frustrates homebuilders as it causes potential delays in completing their projects in time for residents to move in. Staff is seeking direction and input from the City Council in consideration of this request.

OUTSTANDING ISSUES

None.

DISCUSSION

City Staff was approached by SJVH's staff about 3 to 4 weeks ago to install solar streetlights in lieu of the typical standard hardwired streetlights for the Montebella Phase 2 & 3 Subdivision. This subdivision would be the first subdivision receiving solar streetlights and staff wanted to provide this update to City Council as an informational item in order to provide guidance back to staff on questions, concerns, and recommendation on how to proceed.

Allowing SJVH's to proceed with the installation of solar streetlights will save costs for SJVH's while also reducing maintenance costs for the city and electrical costs to homeowners. Table 1 compares the pros and cons of solar streetlights versus

traditional streetlight and Table 2 provides a cost analysis of the two options.

TABLE 1 - Comparison of Solar versus Traditional Streetlights

SOLAR STREETLIGHTS	VS	HARDWIRED STREETLIGHTS
Solar lights will be city owned allowing the city to conduct any repairs that are needed without prior approval.	OWNERSHIP	PG&E can take up to 3 years to move a pole and 6 months to replace a bulb.
There is more flexibility for the placement of the lights with no constraints of needing a power connection.	PLACEMENT	Hardwire lights can only be placed where conduit is located.
The solar panels have a 3M barrier for protection while the wires and battery are stationed high enough to deter tampering.	PROTECTION	Hardwire can easily be tampered with and potentially be stolen which occurs on occasion.
Solar lights are not dependent on the power grid. If the power goes out the solar lights will still provide light making the streets safer during power outages.	POWER SUPPLY	Hardwire lights are dependent on the power grid and will not work if power is lost.
Solar lights are a more ecofriendly option, reducing the amount of CO2 released into the environment.	ENVIRONMENTAL	The power that needs to be used to power the lights release CO2 into the environment.
Solar lights on a fully charged battery can last 8 days continuous and be adjusted to last up to 12 days. In periods of extended cloudiness, the lights can last up to 30 days with little or no direct sunlight.	BATTERY CHARGE	This is not a concern for hardwired streetlights, except for power outages.

TABLE 2 - Cost Analysis

SOLAR STREETLIGHTS COST	VS	HARDWIRED STREETLIGHTS COST
\$11,000.00	PRODUCT COST	\$10,000.00
\$2,500.00	INSTALLATION	\$1,500.00
\$0	POWER CONNECTION	\$20,000.00
	INSTALL/BORE	

\$0	CONDUIT	\$50/LF
\$0	ENERGY COST	\$150/Streetlight Annually
\$13,500.00	TOTAL COST	\$56,650.00

The information provided above shows specific data related to solar streetlights vs hardwired streetlights. Staff has attached images (Attachment A-E) of how solar streetlights look at nighttime to provide a better visual image of what the subdivision could look like if solar streetlights were installed. Solar lighting has come a long way in terms of visual appearance, effectiveness, cost and use in various applications.

Lastly, staff requested the supplier to provide a heat map of what the Castro Phase 2 & 3 subdivision would look like with the proposed solar wrapped streetlights. To better understand the heat map, red is really bright (standing directly underneath a streetlight) while blue is pitch dark.

With the cost savings provided to the city through solar streetlights and the ability to maintain the streetlights without having to work with PG&E, staff believes that solar streetlights are a good option for future residential subdivisions. Staff recommends installing the conduit to the solar lights in the event that the city decides to replace them with hardwired streetlights in the future.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. Daytime Solar Streetlight - Location #1
- B. Nighttime Solar Streetlight - Location #1
- C. Drone Image of Park with Solar Streetlights
- D. Decorative Style Solar Streetlight
- E. Euclid Avenue Streetlight Installation
- F. Montebella Phase 2 & 3 Solar Streetlight Heat Map



STOP

CROSS TRAFFIC
DOES NOT STOP

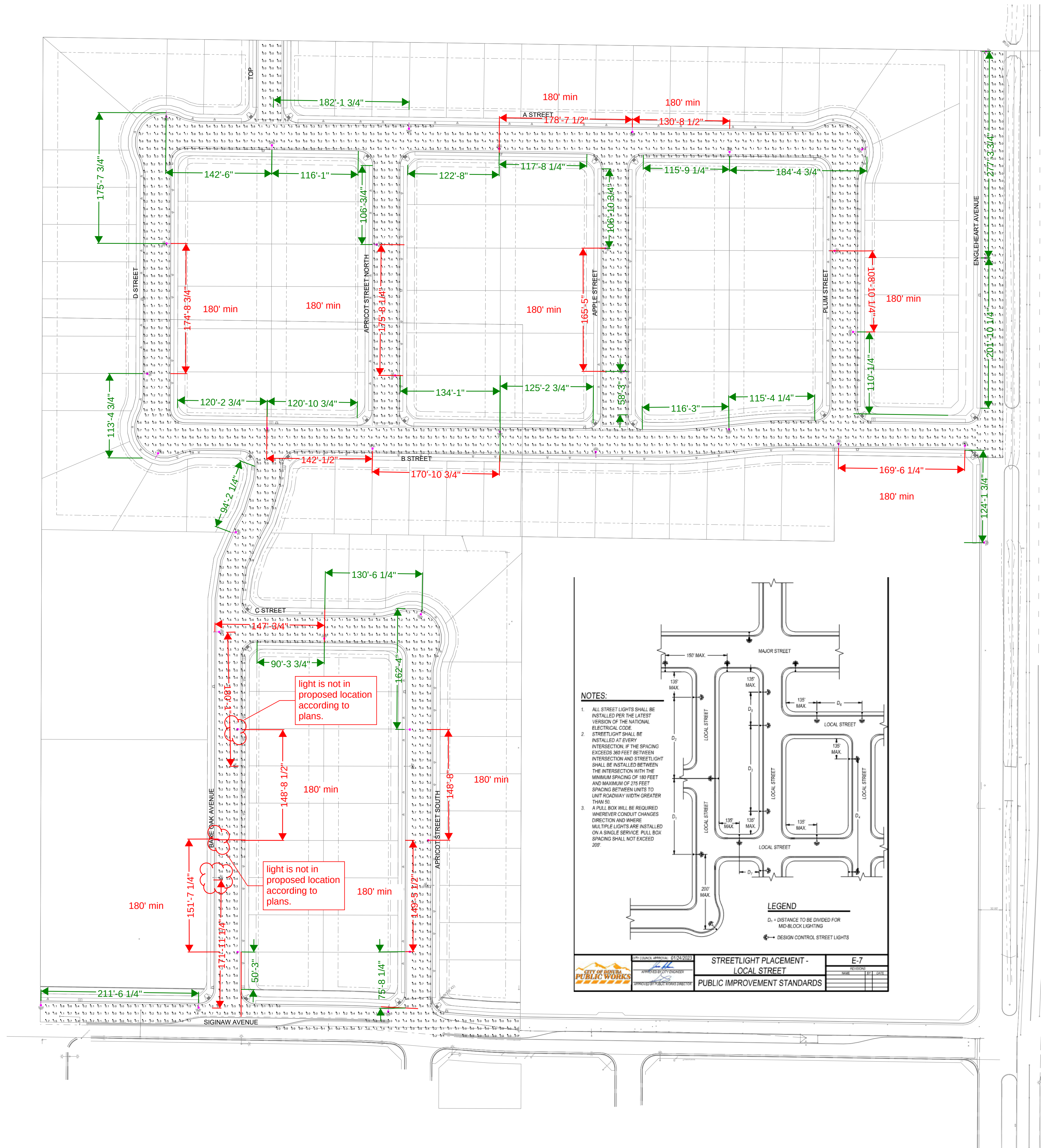
26
36
824











Meets requirement

does not meet requirement or unsure of required dimensions

NOTES:

- ALL STREET LIGHTS SHALL BE INSTALLED PER THE LATEST VERSION OF THE NATIONAL ELECTRICAL CODE
- STREETLIGHT SHALL BE INSTALLED AT EVERY INTERSECTION. IF THE SPACING EXCEEDS 300 FEET BETWEEN INTERSECTION AND STREETLIGHT SHALL BE INSTALLED BETWEEN THE INTERSECTION WITH THE MINIMUM SPACING OF 180 FEET AND MAXIMUM OF 275 FEET. SPACING BETWEEN UNITS TO UNIT ROADWAY WIDTH GREATER THAN 60.
- A PULL BOX WILL BE REQUIRED WHEREVER CONDUIT CHANGES DIRECTION AND WHERE MULTIPLE LIGHTS ARE INSTALLED ON A SINGLE SERVICE. PULL BOX SPACING SHALL NOT EXCEED 200'

LEGEND

D₁ = DISTANCE TO BE DIVIDED FOR MID-BLOCK LIGHTING

→ DESIGN CONTROL STREET LIGHTS

BY: J. G. GARRARD

APPROVED: J. G. GARRARD

APPROVED: J. G. GARRARD

STREETLIGHT PLACEMENT - LOCAL STREET

PUBLIC IMPROVEMENT STANDARDS

E-7

REVISION

DATE

Luminaire Schedule				
Symbol	Qty	Label	LLF	MH
	39	SIA60-T4M2-LUMILEDS LUXEON 50 (50W)	0.862	26

Calculation Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
A Street	0.75	2.0	0.1	7.50	20.00
Apple Street	0.69	1.9	0.1	6.90	19.00
Apricot Street North	0.69	1.9	0.1	6.90	19.00
Apricot Street South	0.78	2.0	0.1	7.80	20.00
B Street	0.79	2.0	0.1	7.90	20.00
Bare Oak Avenue	0.80	2.0	0.2	4.00	10.00
C Street	0.81	2.0	0.1	8.10	20.00
D Street	0.67	2.0	0.1	6.70	20.00
Engleheart Avenue	0.44	2.0	0.0	N.A.	N.A.
Plum Street	0.77	1.9	0.1	7.70	19.00
Signaw Avenue	0.48	2.0	0.0	N.A.	N.A.
Top	0.17	0.8	0.0	N.A.	N.A.

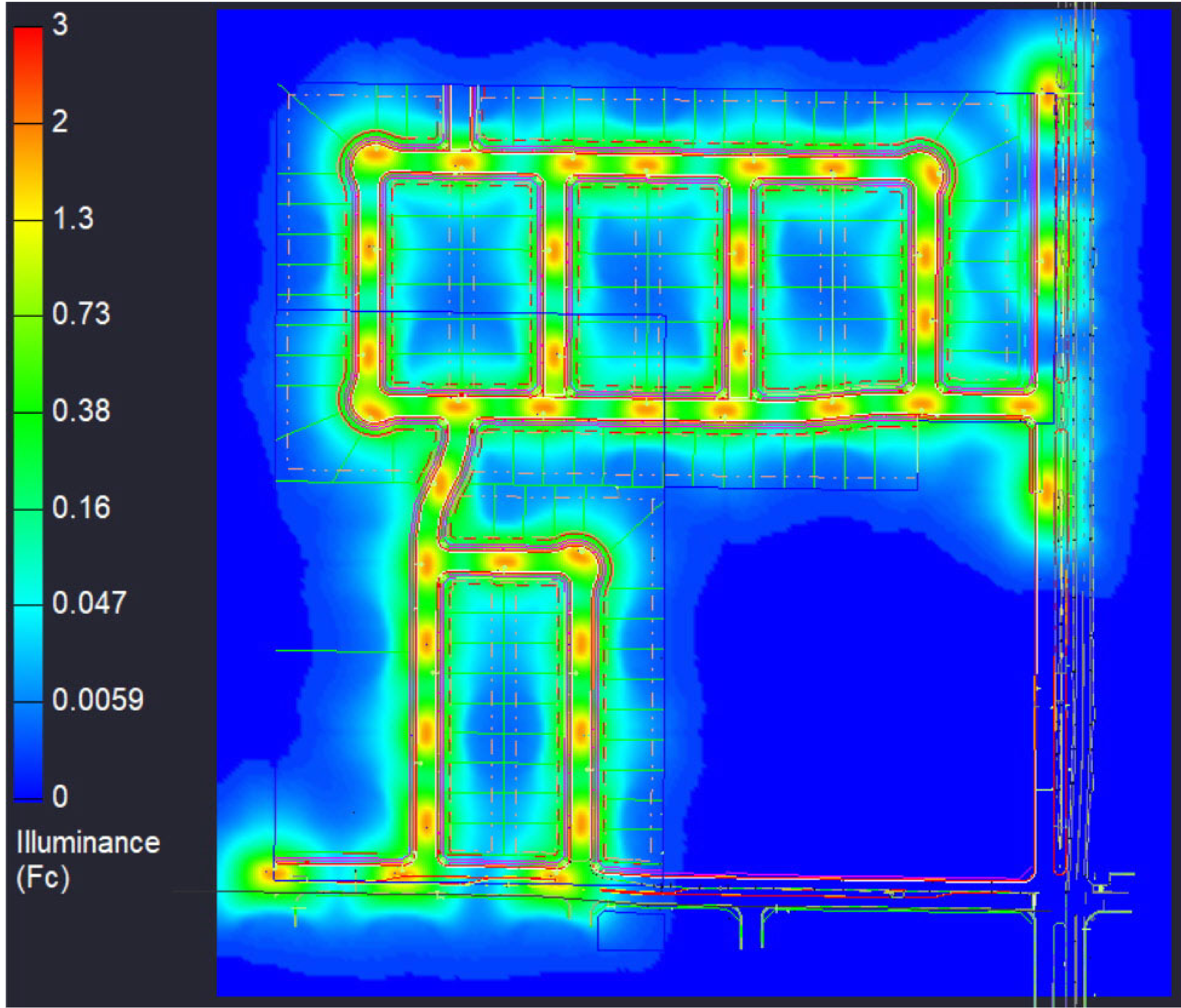
IES file "de-rated" per client info to simulate 50w (approx. 8100 initial lumens). | Calculations taken at grade.



Drawn By: D.Gafford
Checked By: J.Paralog
Date: 10/31/2023
Scale: 1" = 75'

SJVH DINUBA
Location: DINUBA, CA

VERSION #5





City Council Staff Report

Department: FIRE SERVICES

November 14, 2023

To: Mayor and City Council

From: Greg Chastain, Interim Fire Chief

Subject: Introduction of Single Role Paramedic Cruz Guerrero (GC)

RECOMMENDATION

None.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.



City Council Staff Report

Department: FIRE SERVICES

November 14, 2023

To: Mayor and City Council

From: Greg Chastain, Interim Fire Chief

Subject: Promotion Recognition and Oath of Office for Firefighter/Paramedic
Timothy Schlegel (GC)

RECOMMENDATION

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING



City Council Staff Report

Department: PUBLIC WORKS

November 14, 2023

To: Mayor and City Council
From: George Avila, Public Works Director
By: Anna Santillan, Administrative Assistant
Subject: Authorization to Purchase New Compact Dump Truck (GA)

RECOMMENDATION

Council to authorize the purchase of a new low capacity dump truck in the amount of \$90,184 from Jim Manning Dodge.

EXECUTIVE SUMMARY

Public Works is currently in need of a low capacity dump truck to help satisfy the regulation established by the State Mandated Recycling Program, SB1383. This new regulation requires jurisdictions to procure and distribute recycled organic waste products based on population estimates. Dinuba is required to procure roughly 2,121 tons of organic compost/mulch annually. The subject dump truck will facilitate transporting the purchased material. Staff is seeking approval of the Jim Manning Dodge quote for a new low capacity dump truck in the amount of \$90,184.

OUTSTANDING ISSUES

None.

DISCUSSION

Organic material accounts for a significant portion of California's overall waste stream. When organic waste material such as food scraps and paper products breakdown in a landfill, they produce methane, one of the most potent greenhouse gases in Earth's atmosphere. In an effort to reduce these emissions the State of California passed two separate bills. The first was Assembly Bill 1826 that made organic food waste recycling mandatory for some businesses and the second was Senate Bill 1383 which requires that disposal of organic waste be reduced by 75% and increase edible food recovery by 20% by 2025.

Under SB 1383, the city is required to purchase recycled organic waste products like compost and mulch. In an effort to help cities comply with this new mandate, the State created the Local Assistance Grant Program. The City was allocated \$38,400 through this program and funds must be used for materials or services necessary to comply with the aforementioned regulations. The city elected to use the allocated funds to purchase a small dump truck to transport the acquired compost material.

Pursuant to the city's purchasing policy, staff requested quotes from three vendors and received the following responses:

Jim Manning Dodge Inc. \$90,184
Ledwell & Son Enterprises \$90,774
Salinas Valley Ford Trucks \$98,636

The cost not covered by the Local Assistance Grant Program will be funded by the city's local disposal fund. Staff recommends that this purchase be awarded to Jim Manning Dodge in the amount of \$90,184. A copy of the quote is enclosed herein as Attachment 'A'.

Funding for a new low-capacity dump truck was included in the adopted Fiscal Year 2022-23 Budget. Since the purchase was not finalized last fiscal year, the funds budgeted for the dump truck were carried over to the current fiscal year.

FISCAL IMPACT

The cost for the dumb truck totaling \$90,184 will be partially paid for by a state grant in the amount of \$38,400 and the balance of \$51,784 will be covered by the Disposal Fund.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Jim Manning Dodge Proposal

Jim Manning Dodge, Inc.

194 W. Tulare St. Dinuba, CA 93618
Contact: **Manuel Calvillo** (559) 591-4910
manuelcalvillo@sbcglobal.net

To: City of Dinuba

10/18/2023

As per your request I am submitting this quote for your consideration.

This quote is for the purchase of one **New 2019, Ram, 5500, Regular Cab, Tradesman, 4WD, 6.7L Diesel, Bright White Exterior Color, Knapheide 3-4 Yard Dump Body, Stock #2192101.**

Taxable Price **\$82,995.00**

Sales Tax 8.5% **7,061.80**

DMV e-File fee **33.00**

Documentation Fee **85.00**

CA Tire Tax **10.50**

Total Cost **\$90,183.55**





City Council Staff Report

Department: ENGINEER/PLANNING

November 14, 2023

To: Mayor and City Council

From: Jason Watts, City Engineer

Subject: Resolution No. 2023-56 Authorization to Approve Final Parcel Map for 447 Nebraska Avenue (JW)

RECOMMENDATION

Council to adopt Resolution No. 2023-56 approving the Final Parcel Map for 447 Nebraska Avenue consisting of two (2) residential lots and authorize city staff to record the map.

EXECUTIVE SUMMARY

The Final Parcel Map No. 2023-01 has been completed and is ready for approval by City Council. This Parcel Map creates two (2) parcels from one existing parcel located along the north side of Nebraska Avenue at the intersection of Nebraska Avenue and Euclid Avenue.

OUTSTANDING ISSUES

None.

DISCUSSION

Staff received a parcel map application to divide an existing 9.92-acre lot into two (2) parcels located on the northside of the intersection of Nebraska Avenue and Euclid Avenue. The purpose of the parcel map is to create a parcel for a new home on the smaller parcel. The location of the subject parcel is shown on Attachment 'A'.

The proposed Parcel Map was approved by the Planning Commission after a public hearing on June 6, 2023.

The City Engineer has reviewed the Final Parcel Map No. 2023-01 and has determined that the Final Parcel Map conforms to the Tentative Parcel Map as well

as City and State Standards for subdivisions of land. A copy of the Final Parcel Map is enclosed here in as Attachment 'B'.

Staff is recommending that the City Council adopt Resolution No. 2023-56 enclosed herein as Attachment 'C' approving the Final Parcel Map No. 2023-01 and authorizing the Map to be recorded with the Tulare County Recorder's Office.

FISCAL IMPACT

None.

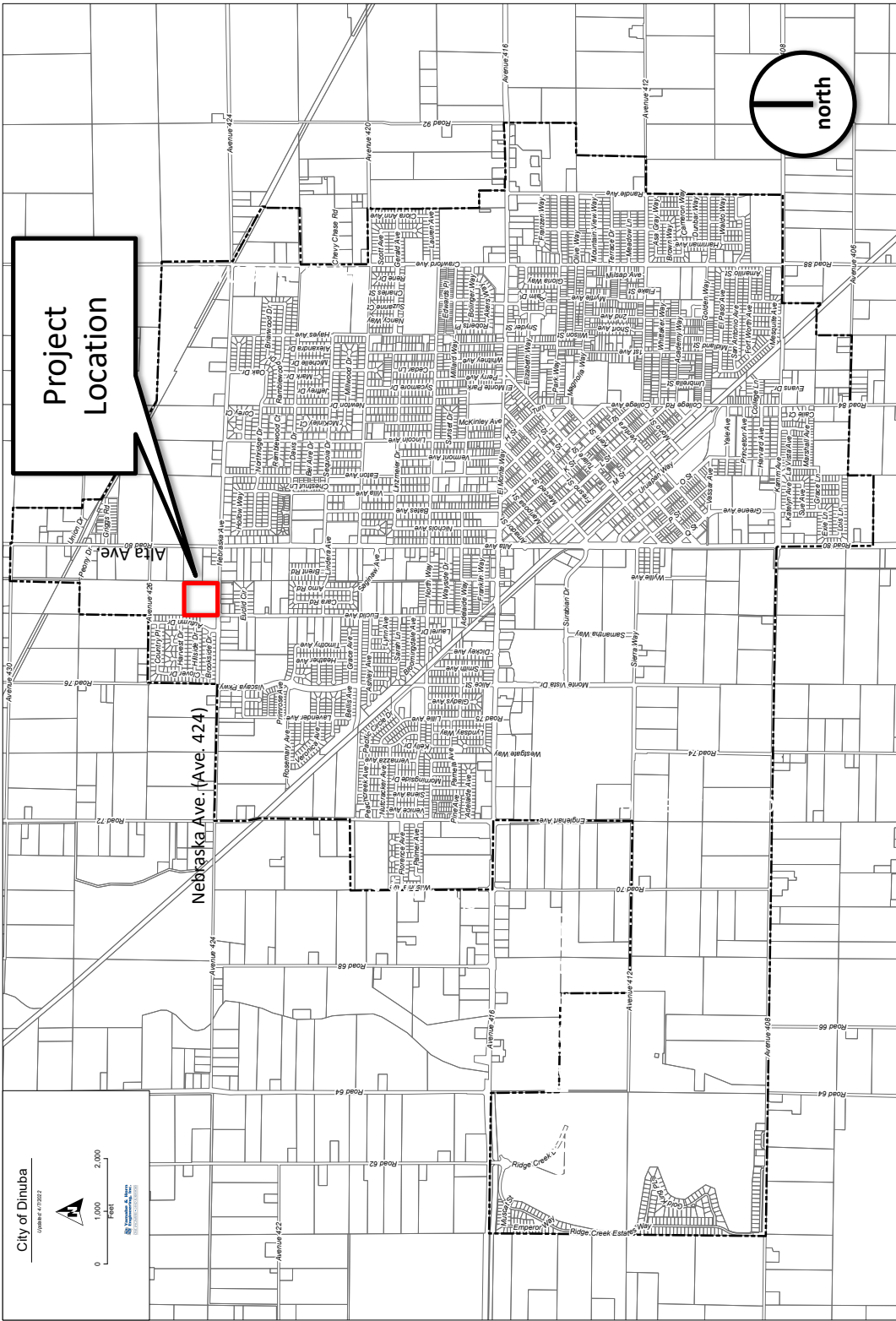
PUBLIC HEARING

None.

ATTACHMENTS:

- A. Location Map
- B. Parcel Map 2023-01
- C. Resolution 2023-56

ATTACHMENT "B": LOCATION MAP



RECORD TITLE INTEREST STATEMENT

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

HAJJAJ HASAN AND FATEN HASAN, HUSBAND AND WIFE, AS JOINT TENANTS

BY: _____ DATE: _____
HAJJAJ HASAN

BY: _____ DATE: _____
FATEN HASAN

NOTARY 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 TULARE)
ON _____ BEFORE ME, _____ NOTARY PUBLIC,

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 OF NOTARY PUBLIC PRINT NAME
COMMISSION EXPIRES _____
COMMISSION NUMBER _____
PRINCIPAL PLACE OF BUSINESS _____ COUNTY

NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66436
(C) OF THE SUBDIVISION MAP ACT.

NOTARY 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 TULARE)
ON _____ BEFORE ME, _____ NOTARY PUBLIC,

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 OF NOTARY PUBLIC PRINT NAME
COMMISSION EXPIRES _____
COMMISSION NUMBER _____
PRINCIPAL PLACE OF BUSINESS _____ COUNTY

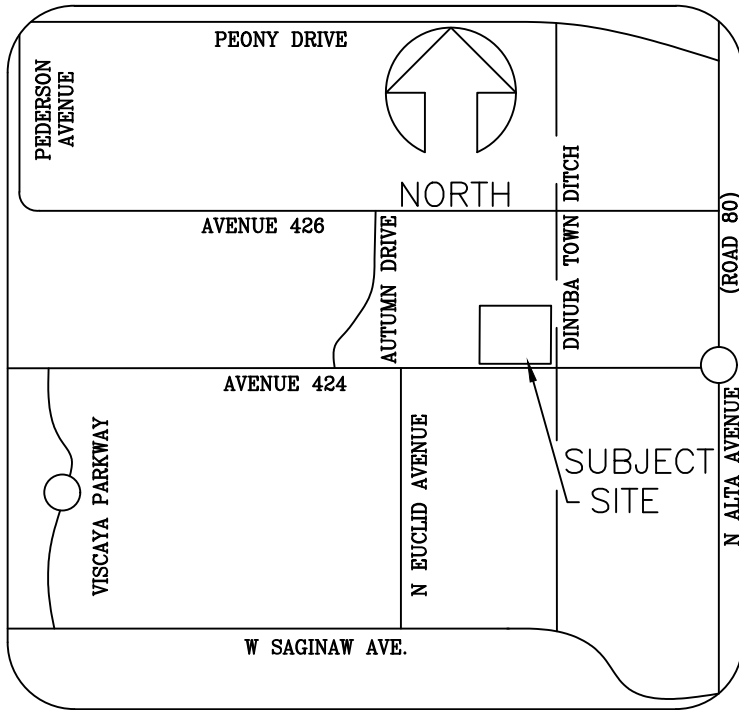
NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66436
(C) OF THE SUBDIVISION MAP ACT.

PARCEL MAP
No. _____

BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, T.16 S.,
R.24 E., MDB&M

CITY OF DINUBA
COUNTY OF TULARE
STATE OF CALIFORNIA

SURVEYED AND PLATTED IN JUNE 2023
SHEET 1 OF 2



VICINITY MAP
NTS

LEGAL DESCRIPTION

THE SOUTH HALF OF LOT 12 OF BELLA VISTA COLONY, IN THE UNINCORPORATED AREA,
COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE
93 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

OFFSITE IMPROVEMENTS:

NOTICE: CERTAIN OFF-SITE AND/OR ON-SITE IMPROVEMENTS ARE REQUIRED IN
CONNECTION WITH THESE LOTS (CITY OF TULARE PARCEL MAP COMMITTEE RESOLUTION
NO. 829). NO PERSON MAY OBTAIN A BUILDING PERMIT FOR ANY LOT ON THIS MAP
UNTIL THE REQUIRED IMPROVEMENTS ARE COMPLETED OR FINANCIAL SECURITY HAS BEEN
POSTED WITH THE CITY TO ASSURE COMPLETION PRIOR TO BUILDING OCCUPANCY.

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 _____, 20_____
JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISOR

BY: _____
DEPUTY CLERK

SOIL ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT A SOILS REPORT WAS PREPARED BY ME ON _____

IN CONFORMANCE WITH THE PROVISIONS OF STATE AND LOCAL STATUTES.

WITNESS MY HAD AND OFFICIAL SEAL THIS: _____ DAY OF _____, 20____.

JOSUE MONTES R.C.E.# GE2904 EXP. 12-31-23

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY E 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 HAJJAJ HASAN ON JUNE, 2023. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY
CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THE MONUMENTS ARE OF
THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON
OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE
CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

NARINDER S. SAHOTA
P.L.S. 8719, EXP. JUNE 30TH, 2024

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS
IT APPEARED ON THE APPROVED 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.

JASON WATTS PE 85594
CITY ENGINEER

DATE

CITY SURVEYOR'S STATEMENT

I hereby state that I have carefully examined this map and am satisfied that this map
is technically correct, pursuant to the provisions of the Subdivision Map Act.

BENJAMIN R. MULLINS
PLS 9227, EXP. 9/30/23

Date

CITY CLERK'S STATEMENT

This is to certify that at a regular meeting of the City Council of the City of Tulare held on the
_____ day of _____, 20__ an order was duly and regularly made and entered approving

this parcel map and accepting on behalf of the public, public utility easements, included within the
boundaries as shown upon this map.

Witness my hand and official seal of the City of Tulare this _____ day of _____, 20____.

Marc Mondell, City Manager/City Clerk

By: _____
MELISSA HERMANN, CMC, CPMC, CHIEF DEPUTY CITY CLERK

RECORDER'S STATEMENT

Document No. _____ Fees Paid: _____

Filed this _____ day of _____, 20____, at _____ M. in Book _____ of Parcel

Maps, at Page _____, Tulare County Records, at the request of CVEAS, INC.

Tara K. Freitas, CPA, Tulare County Assessor/Clerk – Recorder

By: _____
Deputy

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I HEREBY CERTIFY ON BEHALF OF THE PARCEL MAP COMMITTEE THAT THIS PARCEL MAP
CONFORMS TO THE APPROVED TENTATIVE PARCEL MAP XXXX-XX BY THE CITY OF TULARE
PLANNING COMMISSION AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____,
202____.

MARIO ANAYA, INTERIM COMMUNITY DEVELOPMENT DIRECTOR DATE

CVEAS **CENTRAL VALLEY**
ENGINEERING AND SURVEYING

2511 LOGAN STREET Tel. (559) 891-8811
SELMA, CA 93662 Fax (559) 891-8815
WWW.CVEAS.COM Email: info@cveas.com

CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION • CUSTOM HOME DESIGN
COMMERCIAL BUILDING DESIGN • PLANNING & PROJECT MANAGEMENT

DATE OF SURVEY	06/15/2023
JOB NO.	23015MX
DRAWN BY	S.S
DRAWING NAME	FINAL PM
CHECKED BY	N.S.S.
REVISION DATE	10/16/2023

PARCEL MAP No. _____

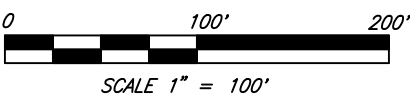
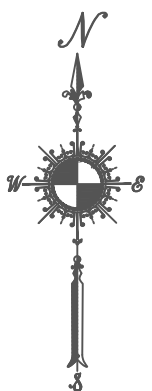
BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, T.16 S.,
R.24 E., MDB&M

CITY OF DINUBA
COUNTY OF TULARE
STATE OF CALIFORNIA

SURVEYED AND PLATTED IN JUNE 2023
SHEET 2 OF 2

LEGEND:

- MONUMENTS SET, 3/4" X 30" IP
TAGGED L.S. 8719 DOWN 6"
- MONUMENTS FOUND AS NOTED
- SECTION LINE
- PROPERTY LINE (E)
- - - PROPOSED PROPERTY LINE
- - - PROPERTY R.O.W.
- O.R.T.C. OFFICIAL RECORDS TULARE COUNTY
- (R-1) PER PARCEL MAP NO. 3574, RECORDED IN
BOOK 36 OF PARCEL MAPS, AT PAGE 77,
TULARE COUNTY RECORD
- (R-2) PER BELLA VISTA COLONY RECORDED
IN VOL. 2 OF MAPS, PAGE 93, TULARE
COUNTY RECORD
- (R-3) PER RECORD OF SURVEY RECORDED IN
BOOK 26, PAGE 40, TULARE COUNTY
RECORD
- SNF SEARCHED NOTHING FOUND
- NOTE: DIMENSIONS NOT MONUMENTED ARE CALCULATED



BASIS OF BEARINGS:

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION
6 TAKEN TO BE NORTH 00°21'51" WEST PER (R-3)

NON-PLOTTABLE EASEMENT(S)

- ① EASEMENT FOR ROAD PURPOSE RECORDED ON 11/10/1915 IN BOOK 8, PAGE 217,
O.R.T.C.
- ② EASEMENT FOR PUBLIC UTILITIES RECORDED ON SEPTEMBER 27, 1944 IN BOOK 1099,
PAGE 325, O.R.T.C.
- ③ EASEMENT FOR IRRIGATION PIPE LINE RECORDED ON DECEMBER 8, 1969 PER DOC.
NUMBER 39223, BOOK 2870, PAGE 145, O.R.T.C.

(N00°09'12"E 1317.81')(R-3)
N00°30'54"W 1317.90'

THE CENTER QTR. COR. OF
SECTION 6, T.16S., R.24E.
M.D.B.&M. FD. 1/2" IP DOWN
0.9' TAGGED L.S. 4714' PER
(R-3)

(1313.02')(R-3)
1312.89'

SOUTH LINE OF LOT
67 PER (R-3)

(S89°19'17"E 2626.11')(R-3)
N89°53'56"E 2625.79'

PEONY DRIVE
1312.89'

LOT 9

AVENUE 426

1329.22'

655.56'

1311.12'

1311.00'

S89°59'44"E

2622.12'

N00°26'30"W
1317.86'

2644.68'

658.93'

BELLA VISTA COLONY
Vol. 2, Pg. 93, T.C.R.

LOT 12

LOT 10

LOT 15

DOC. No. 2014-0040910, O.R.T.C.

DOC. No. 2017-0075336, O.R.T.C.

DOC. No. 2020-0078257, O.R.T.C.

DOC. No. 2020-0077138, O.R.T.C.

DOC. No. 2020-0047420, O.R.T.C.

DOC. No. 2020-0049113, O.R.T.C.

DOC. No. 2020-0047116, O.R.T.C.

NORTH LINE OF THE SOUTH HALF
OF LOT 12

S89°59'46"E

1310.22'

655.11'

DOC. No. 2010-0037078, O.R.T.C.

LOT 11

RECORD OF SURVEY
BK. 15, Pg. 75, T.C.R.

DOC. No. 2009-0006919, O.R.T.C.

DESIGNATED REMAINDER PARCEL
AREA: ±9.91 AC

EASEMENT FOR ALTA
IRRIGATION PER DOC.
NO. 2011-0072036,
O.R.T.C.

30.00'

26.00'

30.00'

40.00'

20.00'

APPROXIMATE LOCATION
OF EXISTING DINUBA
TOWN DITCH

APPROXIMATE LIMIT OF
FLOOD ZONE "A"

S89°59'48"E

150.00'

DOC. No. 2022-0006835, O.R.T.C.

PARCEL NO. 1
AREA: ±0.60 AC

NEBRASKA

AVENUE (AVENUE 424)

654.66'
(654.66')(R-3)

658.91' (9.99CH = 659.34')(R-2)

BASIS OF BEARINGS

1317.82' (1317.80')(R-3)
N00°21'51"W 2647.05'
(N00°21'51"W 2647.05')(R-1)
(S00°18'48"W 2647.00')(R-3)

658.91' (9.99CH = 659.34')(R-2)

ALTA AVENUE (ROAD 80)

THE EAST QTR. COR. OF
SECTION 6, T.16S., R.24E.
M.D.B.&M. FD. BRASS CAP
MONUMENT STAMPED TULARE CO.
PER (R-3)

THE SOUTH QTR. COR. OF SECTION
6, T.16S., R.24E. M.D.B.&M. FD. "X"
ROACK. IN SOUTHERLY EAST-BOUND
LANE OF HWY. PER COR. RECORD
#19058

FOUND BRASS CAP MONUMENT
ACCEPTED AS SOUTHWEST COR OF
LOT 12 (NO RECORD)

EASEMENT FOR PUBLIC STREET
PER DEED RECORDED IN
VOLUME 8 AT PAGE 198,
O.R.T.C.

EASEMENT FOR PUBLIC STREET
PER DOC. NO. 2022-0025447
O.R.T.C.

S89°59'48"E 2618.65' (EAST 2618.78')(R-1)

(S89°19'16"E 2618.71')(R-3)

Project Name: 23015MX- Parcel Map- Sara Hajjaj- Nebraska Ave. Dinuba
Prepared By: N. Sahota
Date: October 17, 2023
Subject: Closure Calc. report

Parcel: Southeast quarter of Sec. 6

North: 2082243.3736' East: 6449005.4724'

Segment #1 : Line

Course: N89° 59' 48"W Length: 2618.65'
North: 2082243.5259' East: 6446386.8224'

Segment #2 : Line

Course: N0° 30' 54"W Length: 2642.32'
North: 2084885.7392' East: 6446363.0724'

Segment #3 : Line

Course: N89° 53' 56"E Length: 2625.58'
North: 2084890.3726' East: 6448988.6483'

Segment #4 : Line

Course: S0° 21' 51"E Length: 2647.05'
North: 2082243.3761' East: 6449005.4726'

Perimeter: 10533.59' Area: 6934489.03 Sq. Ft.
Error Closure: 0.0025 Course: N4° 04' 31"E
Error North: 0.00249 East: 0.00018

Precision 1: 4213440.00

Parcel: Lot 12

North: 2087026.2635' East: 6448890.2905'

Segment #1 : Line

Course: S89° 59' 44"E Length: 655.56'
North: 2087026.2127' East: 6449545.8505'

Segment #2 : Line

Course: S0° 24' 11"E Length: 1317.84'
North: 2085708.4053' East: 6449555.1209'

Segment #3 : Line

Course: N89° 59' 48"W Length: 654.66'
North: 2085708.4434' East: 6448900.4609'

Segment #4 : Line

Course: N0° 26' 30"W Length: 1317.86'
North: 2087026.2642' East: 6448890.3022'

Perimeter: 3945.92' Area: 863313.27 Sq. Ft.
Error Closure: 0.0118 Course: N86° 39' 43"E
Error North: 0.00069 East: 0.01179

Precision 1: 334400.00

Parcel: Remainder Parcel

North: 2086664.6686' East: 6446772.1746'

Segment #1 : Line

Course: S89° 59' 46"E Length: 655.11'
North: 2086664.6241' East: 6447427.2846'

Segment #2 : Line

Course: S0° 24' 11"E Length: 658.92'
North: 2086005.7204' East: 6447431.9198'

Segment #3 : Line

Course: N89° 59' 48"W Length: 654.66'
North: 2086005.7585' East: 6446777.2598'

Segment #4 : Line

Course: N0° 26' 30"W Length: 658.93'
North: 2086664.6689' East: 6446772.1805'

Perimeter: 2627.62' Area: 431509.67 Sq. Ft.
Error Closure: 0.0059 Course: N86° 37' 11"E
Error North: 0.00035 East: 0.00589

Precision 1: 445359.32

Parcel: Parcel 1

North: 2086172.3716' East: 6448066.8510'

Segment #1 : Line

Course: S89° 59' 48"E Length: 150.00'
North: 2086172.3629' East: 6448216.8510'

Segment #2 : Line

Course: S0° 24' 11"E Length: 175.00'
North: 2085997.3672' East: 6448218.0820'

Segment #3 : Line

Course: N89° 59' 48"W Length: 150.00'
North: 2085997.3759' East: 6448068.0820'

Segment #4 : Line

Course: N0° 24' 11"W Length: 175.00'
North: 2086172.3716' East: 6448066.8510'

Perimeter: 650.02' Area: 26250.67 Sq. Ft.
Error Closure: 0.0000 Course: N0° 00' 00"E
Error North: 0.00000 East: 0.00000

Precision 1: 650000000.00

RESOLUTION 2023-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA ADOPTING FINAL PARCEL MAP 2023-01, ON BEHALF OF THE CITY OF DINUBA

WHEREAS, at a regularly held meeting on June 6, 2023, the Dinuba Planning Commission considered Application 2023-08, seeking approval of a Tentative Parcel map; and

WHEREAS, City Council has concluded that approval of this project will not result in adverse environmental effects as these have been adequately addressed and no further environmental documentation is required; and

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

WHEREAS, the proposal is consistent with the goals of the Dinuba General Plan and is considered by the Dinuba Planning Commission and Staff to be in compliance with the Dinuba Zoning Ordinance; and

WHEREAS, the City Council considered the staff report and all testimony present for the Project and was of the opinion that the Final Parcel Map 2023-01 should be approved as submitted; and

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

1. Approves the Final Parcel Map 2023-01.
2. The above recitals are true and correct and are adopted as the findings of the City Council.
3. 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.
4. 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, Maribel Reynosa, 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-three.

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



City Council Staff Report

Department: ENGINEER/PLANNING

November 14, 2023

To: Mayor and City Council

From: Jason Watts, City Engineer

Subject: Notice of Completion - FY 22/23 Street Rehabilitation Project (JW)

RECOMMENDATION

Council to accept the FY 22/23 Street Rehabilitation Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

EXECUTIVE SUMMARY

Pavement Coatings Company completed the FY 22/23 Street Rehabilitation Project on November 6, 2023. The project had one change order of \$2,000 for the addition of wheel stops at each modified accessible parking stall. The project consisted of asphalt dig outs, asphalt skin patches, crack filling, a type II slurry seal, and striping on various streets throughout town. Staff is requesting that City Council accept the project as complete and authorize the City Engineer to file the notice of completion with the Tulare County Recorder's Office.

OUTSTANDING ISSUES

None.

DISCUSSION

The FY 22/23 Street Rehabilitation Project consisted of various preventative maintenance methods on various streets throughout town. The various streets consisted of Euclid Avenue from Saginaw Avenue to Roosevelt Elementary School, Euclid Avenue from El Monte Way to North Way, Tulare Street from Alta Avenue to the Dinuba Fire Station, L Street from Fresno Street to Ventura Street, and Uruapan Way from Alta Avenue to Tulare Street (Additive Alternate #4) as shown on Attachment 'A'. The project was awarded to Pavement Coatings Company on June 27, 2023 for \$536,342.85 and the project finished for \$538,342.85. The project

received one change order. The change order was for \$2,000 for the addition of wheel stops at the modified accessible parking stalls downtown.

With the preventative maintenance methods completed, the pavement degradation will slow down and prolong the life of the pavement. The City will not have to relook at these road segments for at least another 5-8 years which is the industry standard lifespan for a type II slurry seal.

The contractor completed the work on November 6, 2023. The Public Works Inspector conducted final inspections on the project and determined that the work was completed in compliance with all approved plans and specifications. The final step is for the city to accept the project as complete and file a Notice of Completion with the Tulare County Recorder's Office. Pursuant to industry standards, the city withheld a 5% contract retention on all invoices received. The retention amount will be released after the Notice of Completion (NOC) is recorded. A copy of the NOC is enclosed as Attachment 'B'.

FISCAL IMPACT

The project totaling \$538,342.85 was fully funded by ARPA, SB1, and local funds under the FY 22/23 budget.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. Project Vicinity Map
- B. Notice of Completion



CITY OF DINUBA

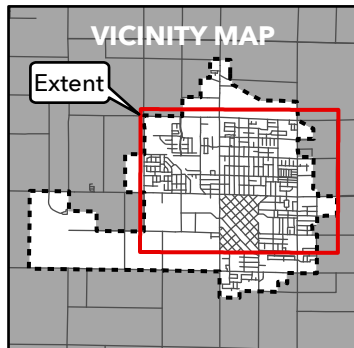
FY 22/23 Street
Rehabilitation Project

Project Vicinity
Map

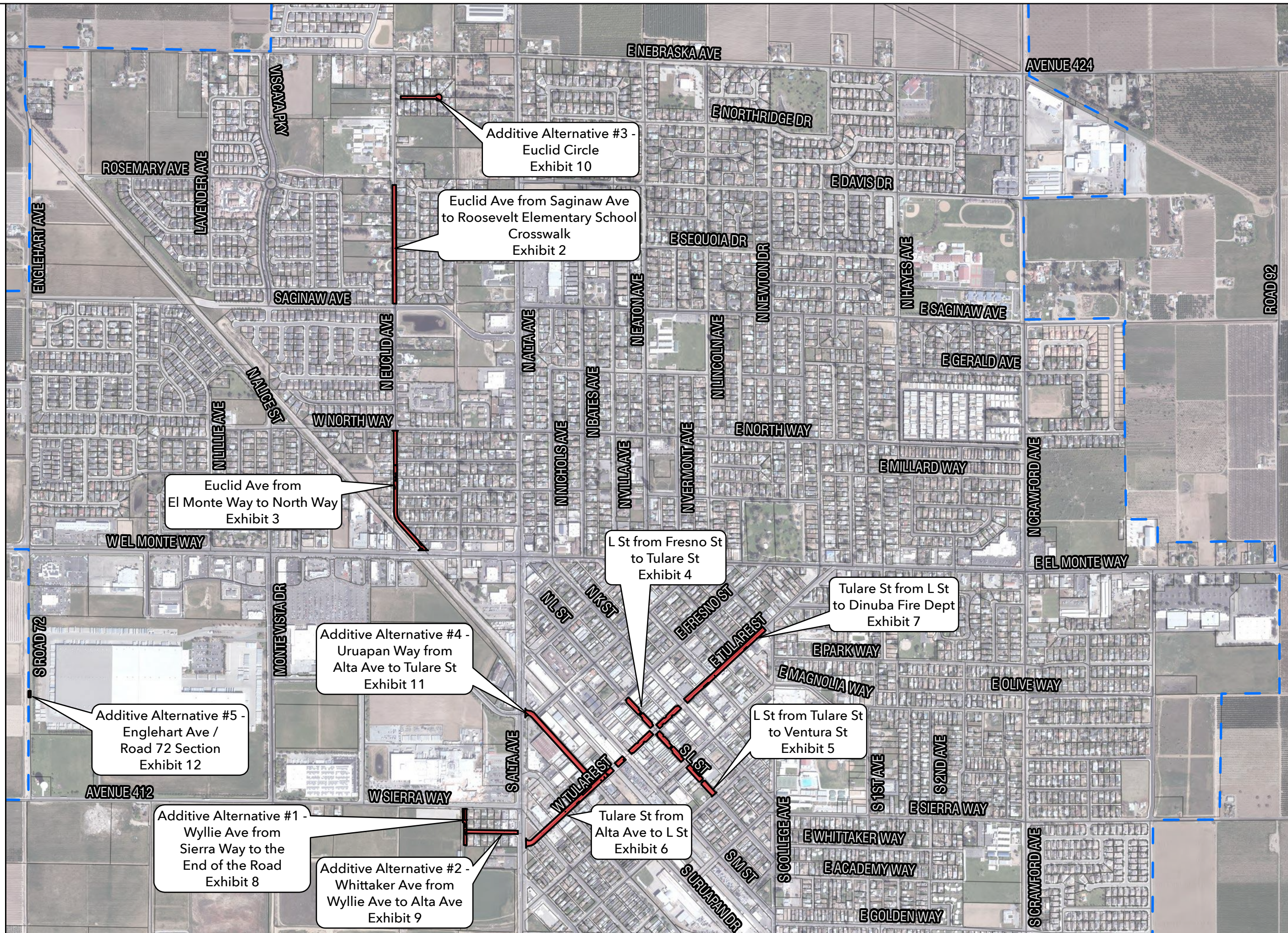
Exhibit 1

Legend

- City Limits
- Project Area
- Parcels
- Roads



0 625 1,250
Feet



RECORDING REQUESTED
AND RETURN TO:

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

No Fee per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HERE BY GIVEN:

1. That the City of Dinuba, a Municipal Corporation, whose address is 405 E. El Monte Way, Dinuba, California, is the owner of the real property, public works or structure hereinafter described.
2. That on the 6th of November 2023, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.
3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is Pavement Coatings Company. The surety is The Ohio Casualty Insurance Company 175 Berkeley Street Boston, MA 02116
4. That the real property or public works or structure is described as follows:

City of Dinuba
FY 22/23 Street Rehabilitation Project
The project consisted of asphalt dig-outs, skin patches, crack filling, a type II slurry seal, and striping on various streets.

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

Dated: _____, 2023

CITY OF DINUBA
A Municipal Corporation

By _____
Jason Watts, PE Dinuba City Engineer

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

STATE OF CALIFORNIA)
)
COUNTY OF TULARE) SS

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2023, by Jason Watts, City Engineer of the City of Dinuba, a Municipal Corporation, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

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



City Council Staff Report

Department: PUBLIC WORKS

November 14, 2023

To: Mayor and City Council

From: George Avila, Public Works Director

By: Elva Patino, Fiscal Analyst II

Subject: Resolution No. 2023-47 Approving Funding Agreement with the State Water Resources Board in connection with the \$10M state Proposition 1B grant for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability Project (GA)

RECOMMENDATION

Resolution No. 2023-47 approving Funding Agreement with the State Water Resources Board in connection with the \$10M state Proposition 1B grant for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability Project and authorizing the City Manager or Public Works Director to execute the agreement and any related documents.

Resolution No. 2023-47 approving Funding Agreement with the State Water Resources Board in connection with the \$10M state grant for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability Project and authorizing the City Manager or Public Works Director to execute the agreement and any related documents (GA)

EXECUTIVE SUMMARY

The City of Dinuba submitted a grant application to the State Water Resources Control Board in the amount of \$10,611,819 for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability Project. This project will reduce the impact of known contaminants in the City's aquifers. The state requires that the city adopt a resolution authorizing and designating a representative to sign the pending funding agreement.

OUTSTANDING ISSUES

None.

DISCUSSION

In 2014, the voters passed Proposition 1 (Water Bond) providing \$7.12 billion for state water supply infrastructure projects, including \$520 million to improve water quality through the Groundwater Grant Program administered by the State Water Resources Control Board. Staff submitted a grant in the amount of \$10,611,819 through this program for the Wellfield Groundwater Quality Improvement and Sustainability Project.

The project consists of constructing a series of non-potable wells, installing storm drain line from Centennial Park/Basin to existing recharge basins, and expanding the recharge basins for additional groundwater recharge. A project overview is enclosed as Attachment 'A'. The non-potable wells will be used to pump water from the top layer of the aquifer for non-drinking applications, such as irrigating the Ridge Creek Golf Course. The goal is to naturally filter out known contaminants in the upper aquifer consisting primarily of nitrates.

As a condition of the grant award, the State requires that the city adopt a resolution authorizing and designating a city representative to sign the funding agreement. The City Manager or the Public Works Director are authorized and designated representatives on behalf of the City of Dinuba. A copy of Resolution No. 2023-47 is enclosed as Attachment 'A'. Once the resolution is adopted and forwarded to the state, they will subsequently prepare and submit the formal agreement for the city's signature.

FISCAL IMPACT

This project will be funded by the State Water Resources Control Board in the amount of \$10,611,819.

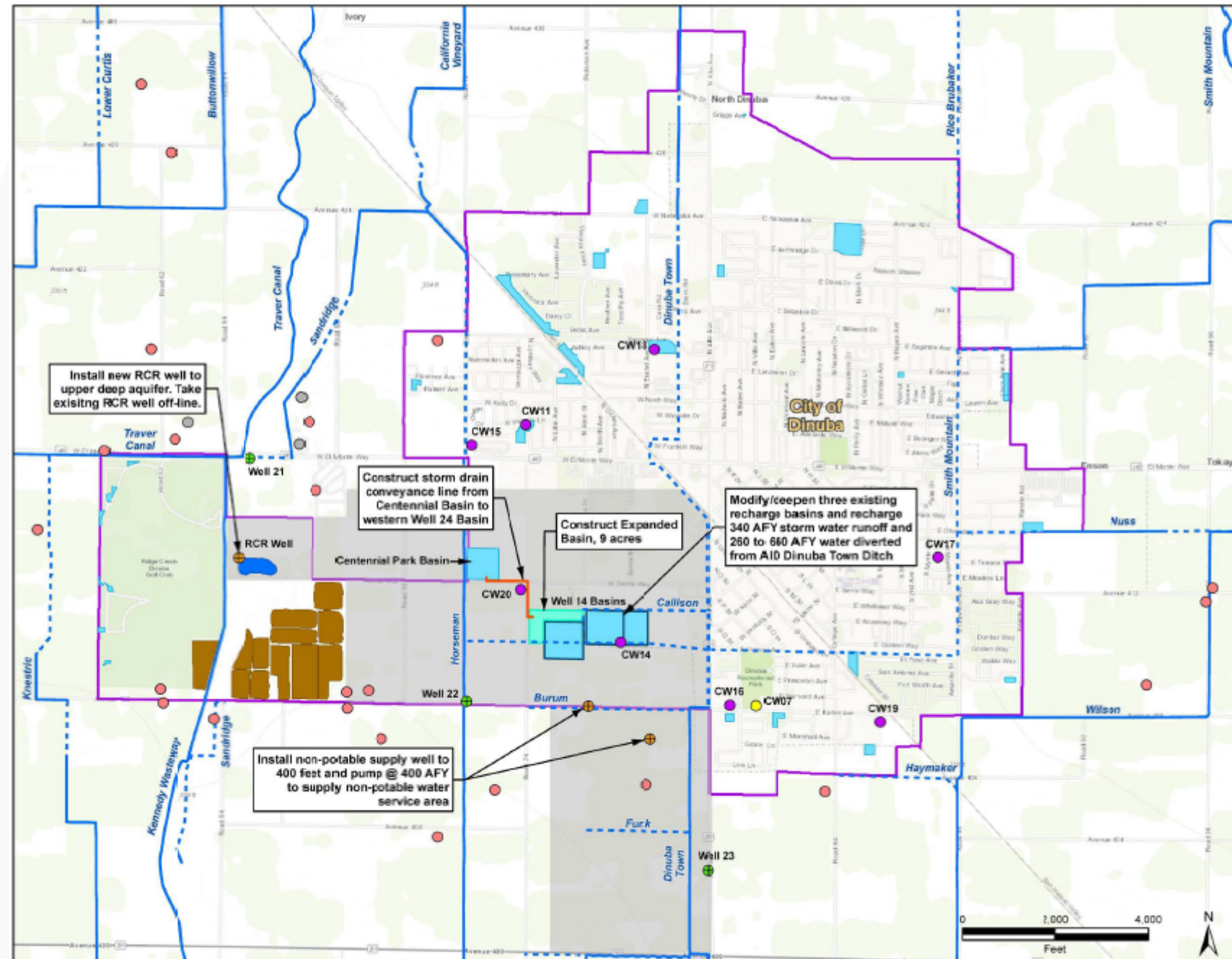
PUBLIC HEARING

None.

ATTACHMENTS:

- A. Wellfield Project Overview
- B. Resolution No. 2023-47

Project Overview



**RESOLUTION NUMBER
2023-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA
AUTHORIZING THE CITY MANAGER OR THE PUBLIC WORKS DIRECTOR OR HIS
DESIGNEE TO ENTER INTO A FUNDING AGREEMENT WITH THE STATE WATER
RESOURCES CONTROL BOARD AND AUTHORIZING AND DESIGNATING A
REPRESENTATIVE FOR THE DINUBA WELLFIELD GROUNDWATER QUALITY
IMPROVEMENT AND SUSTAINABILITY PROJECT**

WHEREAS, the City of Dinuba (City) has submitted an application to the State Water Resources Control Board for funding for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability (Project); and

WHEREAS, prior to the State Water Resources Control Board's executing a funding agreement, the City is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of the City, and to carry out other necessary Project-related activities;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City of Dinuba Department of Public Works is hereby authorized to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project; and

BE IT FURTHER RESOLVED AND ORDERED, that the City Manager or the Director of Public Works, or its designee, is hereby authorized and designated to sign, for and on behalf of the City, the funding agreement for the Project and any amendments thereto; and

BE IT FURTHER RESOLVED AND ORDERED, that the City Manager or the Director of Public Works, or its designee, is hereby authorized and designated to represent the City in carrying out the City's responsibilities under the funding agreement, including certifying invoices and disbursement requests for Project costs on behalf of the City and compliance with applicable state and federal laws.

BE IT FURTHER RESOLVED AND ORDERED, that any and all actions, whether previously or subsequently taken by the City, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Mayor

City Clerk



City Council Staff Report

Department: PUBLIC WORKS

November 14, 2023

To: Mayor and City Council

From: George Avila, Public Works Director

Subject: Approve Agricultural Lease Agreement with Mr. Luis Amezcua for City-owned property (GA)

RECOMMENDATION

Council to approve a new agricultural lease agreement with Luis Amezcua to dry farm 90 acres of City-owned property located in the City's Industrial Park and authorize the City Manager or designee to execute the lease agreement.

EXECUTIVE SUMMARY

The City owns several acres of property located in the City's Industrial Park. This property is currently vacant and requires regular abatement of weeds and debris. A local farmer, Luis Amezcua is interested in continuing to dry farm oat hay on the vacant property. In addition to paying a lease fee, Mr. Amezcua has agreed to provide weed control and general clean up during the term of the proposed lease agreement.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba owns several acres of property in the Industrial Park. These parcels are intended to be sold to developers wishing to build or expand into the Industrial Park. Currently, a number of these parcels are vacant and require annual weed abatement and general clean-up. This activity was done in-house and can be time consuming, taking staff resources away from other projects. The City incurred approximately \$10,000 to \$15,000 annually to maintain these parcels.

Luis Amezcua is a local farmer who has been dry farming about 90-acres of City-owned property. Location of the subject parcels is identified in Attachment 'A'. The current agreement expired, and Mr. Amezcua would like to continue to dry farm these

parcels with oat hay. Mr. Amezcua has indicated that he will provide all required farming equipment and supplies for his farming operation. Mr. Amezcua has also agreed to keep the leased premises free and clear of any weeds, trash and debris during the term of the lease. The City is presenting this property in as-is condition and makes no warranty as to soil suitability for farming. The City shall have no obligation to provide water or irrigation to the subject property.

The term of the proposed lease shall terminate on June 30, 2024. The tenant will pay the City \$30 per acre for the lease of the property totaling approximately \$2,700 for the term of this agreement. The lease can be extended each year by approval of the Public Works Director. A copy of the lease is enclosed herein as Attachment 'B'.

FISCAL IMPACT

The anticipated revenue from this Agreement is estimated at about \$2,700 and will be deposited into local funds. The City will also save approximately \$10,000 from not performing weed and trash abatement for a net gain of approximately \$12,700.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. Ag Lease Area Map
- B. Ag Lease Agreement 2023

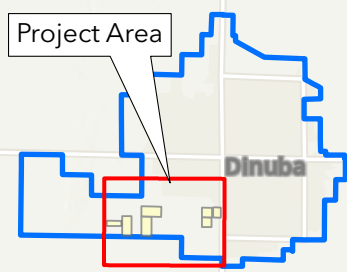


Agricultural
Lease Area Map

Legend

-  City Limits
-  Project Area
(3,929,577.4 SF)

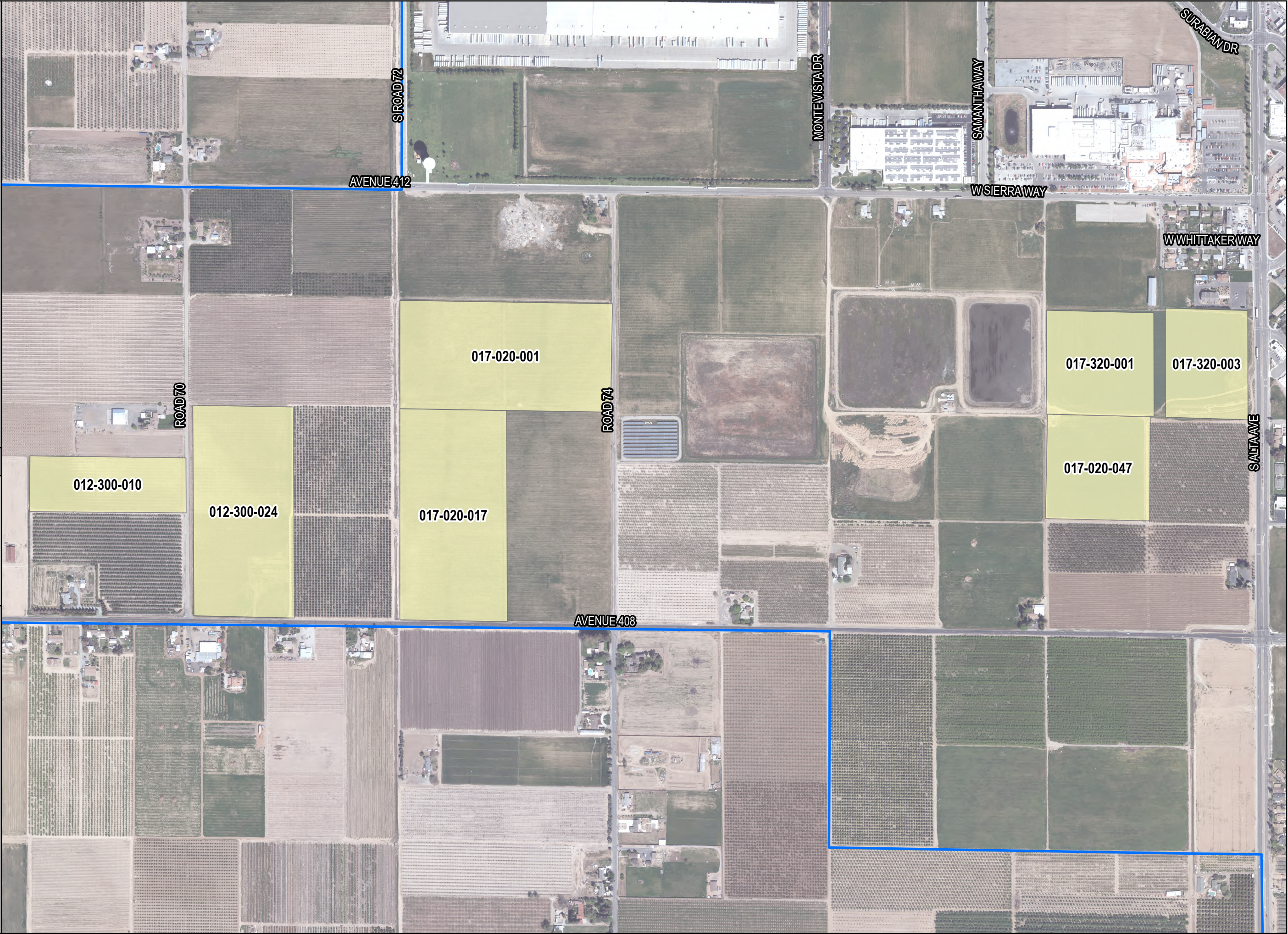
Vicinity Map



0 475 950
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AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT ("Lease") is made in duplicate and entered into at Tulare County, California, by and between CITY OF DINUBA hereinafter referred to as "Landlord", and LUIS AMEZCUA hereinafter referred to as "Tenant".

WITNESSETH:

That for and in consideration of the terms, covenants, and conditions contained herein, it is hereby mutually agreed by and between the parties that Landlord does hereby lease to Tenant, and Tenant does hereby rent and hire from Landlord as follows:

1. **DESCRIPTION OF THE PREMISES:** The approximately 90 acres of farmable property located on the parcels identified on Exhibit "A" attached herewith ("Leased Premises") situated in the County of Tulare, State of California.
2. **TERM:** The term of this Lease ("Base Term") shall be valid for the 2023/24 farming season that commences on November 15, 2023 and terminates on June 30, 2024 unless otherwise extended by formal action.
3. **RENTAL:** As rental for the Leased Premises, Tenant agrees to pay \$30 per farmable acre for the entire season (estimated at approximately \$2,700), payable in cash or by certified check, or any other form of payment acceptable to Landlord, without deduction or offset. Payment shall be made payable to CITY OF DINUBA.
4. **FARMING EQUIPMENT AND EXPENSES:** Tenant shall, at Tenant's own cost and expense, furnish any and all farming equipment, implements, tools, machinery, seed, fertilizers, other supplies, and labor necessary for all farming, operation, and care of the Leased Premises, and shall promptly pay when due any and all costs, charges, and expenses of every kind and nature in relation thereto, and shall not permit said costs, charges and expenses to become a lien on said Leased Premises.

5. **USE OF PREMISES:**

- a. Tenant is leasing the Leased Premises for the farming of dry land oat hay only, and shall not farm any other crop or use the Leased Premises for any other purpose, without the express written consent of Landlord.
- b. Tenant shall, at Tenant's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county, or municipal governments which may in any way apply to the use, maintenance, operations, or production of crops on the Leased Premises, or the sale or disposition of those crops.
- c. Tenant understands pesticide applications are regulated by California Department of Food and Agriculture (CDFA) and Department of Pesticide Regulation (OPCA) which are administered and enforced through the Tulare County Agricultural Commissioner. Tenant will secure necessary permits for pesticide applications, and will apply all pesticides in accordance with current pesticide laws and regulations. Tenant shall furnish to the Landlord, upon written request, true and correct copies of monthly pesticide use reports filed with Tulare County Agricultural Commissioner.
- d. Tenant shall not construct any well on the Leased Premises without the express written consent of Landlord.
- e. There shall be no hunting rights or privileges on the Leased Premises during the term of lease.
- f. No grazing of animals shall be permitted on the Leased Premises.
- g. The premises may be subject to possessory interest tax. Tenant agrees to pay all taxes (real, personal, possessory interest tax, or whatever other

tax) and assessments that may be levied or charged upon the property/possessory interest rights of Tenant under this Agreements and Tenant's operations here under. Tenant shall also obtain and pay for all other Agreements or permits necessary or required by law for to conduct the farming operations specified in this Agreement.

6. **No Violation of Law:** Tenant shall not commit any violation of any federal, state or local law, ordinance, regulation or environmental or safety condition of, on, or in connection with the Leased Premises, or any zoning, subdivision, or other land use law, ordinance, regulation, licensing or permit requirement. Tenant shall be prohibited from any storage, use, disposal, release, threatened release or presence of any substance on, in, or under the Leased Premise which are in violation of any Environmental or Safety Laws. Tenant shall further be prohibited from maintaining any asbestos in any structure on the Leased Premises, and/or any toxic pits, lagoons, or other surface or sub-surface impoundments of liquid toxic substances, or any sub-surface storage of any substances on, in, at, under, from, or in connection with any of the Leased Premises. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up or detoxification or decontamination of the Leased Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and which result from Tenant's storage, use, disposal, release or threatened release or presence of the materials identified in this paragraph. Should Tenant be required to perform such repair, clean-up, detoxification or decontamination, Tenant shall notify Landlord, in writing, within five (5) days of Tenant's receipt of notice requiring that such action be taken. Each party further agrees to indemnify, defend and hold the other party harmless from any and all violations of any governmental law, ordinance, regulation, or environmental or safety conditions of, on, or in connection with the Leased Premises occurring during

the possession of said party which causes the other party any damage, injury or claim as a result thereof.

7. **CONDITION OF PREMISES:** Tenant agrees that Tenant has inspected the Leased Premises and that said Leased Premises are being leased by Tenant as a result of Tenant's inspection and not as a result of any representation made by Landlord or Landlord's agents. By entry under the Lease, Tenant accepts the Leased Premises in its present condition and agrees on the last day of the term, or on sooner or later expiration or termination of this Lease, to surrender the Leased Premises and all fixtures, improvements and structures attached thereto, to Landlord in the same or better order and condition as when received by Tenant, reasonable use, wear and tear, and damages by the elements excepted. Landlord makes no warranty as to the soil suitability for growing any crops. Landlord has not made any representations or guarantees to Tenant as to the availability of water for the Leased Premises.
8. **MANNER OF USE:** Tenant will care for the Lease Premises in a good and farm-like manner, and will not commit or permit others to commit waste thereon. Tenant shall, at Tenant's own cost and expense, keep the Leased Premises reasonably free and clear of weeds (including the weed known as "Johnson Grass"), as well as rodents and other pests. Tenant shall also, at Tenant's own cost and expense, keep the Leased Premises reasonably attractive and free of rubbish and other waste materials.
9. **RELATIONSHIP OF PARTIES:** Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or partnership, of joint venture, or of any association between Landlord and Tenant other than the relationship of landlord and tenant. Except as otherwise expressly provided in this Lease, neither the Landlord nor Tenant shall be liable for any obligations or liabilities incurred by the other.

10. **LIABIITY AND FIRE INSURANCE:** Tenant shall purchase and obtain from an insurance company with a Best Rating of "A" or better, a policy of liability insurance in an amount affording coverage for the Leased Premises, in minimum limits not less than One Million Dollars (\$1,000,000.00) per person, and Two Million Dollars (\$2,000,000.00) each occurrence, insuring against any and all liability of the Tenant with respect to the Leased Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance as agreed upon between the parties, which sum shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Any such policy or policies of insurance shall name Landlord as an additional insured. The term of said policy of policies shall be for such period as designated by Tenant, provided, however, that not less than thirty (30) days prior to expiration of the term of such policy or policies, Tenant shall procure another policy or renewal of the same policy of said insurance, so that throughout the entire term or any extension thereof of said Lease, Tenant and Landlord shall be the named insured under a policy of liability insurance as provided herein. Upon request of Landlord, Tenant shall also provide Landlord with a certificate of insurance confirming that the insurance described in this paragraph has been obtained by Tenant.
11. **SUPERVISION BY TENANT:** Tenant is to personally supervise and oversee all work to be performed upon the Leased Premises to ensure full compliance with each and every condition and covenant herein.
12. **COMPLIANCE WITH LAW:** Tenant shall, at Tenant's sole cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entitles relating to Tenant's use and occupancy of the Leased Premises, whether such statutes, ordinances, regulations and requirements be now in force, or hereafter enacted. The judgment of an court of competent jurisdiction, or the admission by Tenant in any proceeding brought against Tenant by any governmental entity that Tenant has violated any

statute, ordinance, regulation or requirement relating to Tenant's use and occupancy of the Leased Premises shall be conclusive as and between Landlord and Tenant, and shall be grounds for termination of this Lease by Landlord.

13. **MAINTENANCE OF PREMISES:** Tenant shall maintain all improvements upon the Leased Premises, at Tenant's sole cost and expense, except as provided under Paragraph 7 hereinabove.
14. **ADJUDICATION OF BANKRUPTCY:** If at any time during the Lease, the Tenant becomes subject to any insolvency, bankruptcy, receivership, dissolution, reorganization or any other similar Federal or State proceedings, either voluntarily or involuntarily, or if the assets of the Tenant or the business conducted by Tenant on the premises be assumed by any trustee or other person pursuant to any judicial proceeding, or if Tenant becomes insolvent, or fails in business or makes an assignment for the benefit of creditors, then in each and every case, the Tenant shall be determined to be in default of this Lease and the terms hereby granted within this Lease shall immediately cease, terminate and come to an end, and the Landlord may recover and resume possession of the Leased Premises by any means, without any further obligations by Landlord. In order to enforce the terms herein, Landlord is entitled to the automatic, absolute and lifting of any stay as to the enforcement of its remedies under this Lease, including specifically, without limitation, the stay imposed by Section 362 of the United States Federal Bankruptcy Code as amended. Tenant consents to the immediate lifting of any such automatic stay, and will not contest any motion by Landlord to lift said stay.
15. **DEFAULT:**
 - a. **Termination on Default of Tenant:** A default by Tenant shall occur in the event Tenant: (a) fails to pay or cause to be paid any tax, assessment, insurance premium, lien, claim, charge, or demand herein provided to be paid or caused to be paid by Tenant at the times and in the manner herein

provided; or (b) defaults in the payment of any deposit or installment of rent or any other sum when due as herein provided; or (c) abandons or vacates the Lased Premises; or (d) fails to reasonably use, farm, maintain, and/or operate the land as herein required; or (e) defaults in the performance of or breach of any other covenant, condition, or restriction of this Lease herein provided to be kept or performed by Tenant. If any such default or breach shall continue uncured for a period of thirty (30) days (except for unpaid rent which shall be three (3) days) after the receipt by Tenant of written notice of such default or breach from Landlord, then and in any such event, Landlord may, at Landlord's option, immediately terminate this Lease upon written notice, forfeit Tenant's interest in the Leased Premises and any improvements installed by Tenants thereon, and Landlord may, without further notice, demand or legal process, re-enter and take possession of the Leased Premises, remove Tenant and all persons claiming under Tenant therefrom, and Tenant and all such persons shall quit and surrender possession of the Leased Premises. As indicated above, unpaid rent shall be paid within three (3) days after written notice or Landlord may utilize all remedies described herein and/or available under the law.

- b. Other Remedies: Any termination of this Lease as herein provided shall not relieve Tenant from the payment of any sum or sums that shall then be due and payable to Landlord hereunder or any claim for damages then or theretofore accruing against Tenant hereunder, and any such termination shall not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Tenant for any default thereunder. All rights, options, and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or

relief which may be provided by law, whether or not stated in this Lease.

c. Termination by Operation of Law: Nothing in this paragraph or this Lease shall preclude Landlord from declaring an immediate termination of this Lease by operation of law upon default by Tenant.

16. ENTRY AND INSPECTION: Landlord shall have the right to enter the Leased Premises at all reasonable times during the term of this Lease Agreement, either in person or by nominee, for the purpose of exercising Landlord's rights under hereunder and for the purpose of inspecting the Leased Premises, posting notice of non-responsibility, and ascertaining that the promises and covenants of Tenant herein contained are being kept, observed and performed.

17. INDEMNITY CLAUSE: To the fullest extent permitted by law, Tenant shall indemnify, defend (upon request by Landlord) and hold harmless Landlord, its agents, officers, employees, and volunteers ("Landlord indemnitees"), and each of them, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of or in any way connected with Tenant's possession of the premises, Tenant's performance of its obligations under this Lease Agreement, or out of any operations conducted by Tenant, including Landlord's active or passive negligence, EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of Landlord. In the event Landlord indemnitees are made a party to any action, lawsuit or other adversarial proceeding arising from Tenant's performance of this agreement, the Tenant shall provide a defense to Landlord indemnitees (at Landlord's request), or, at Landlord's option, reimburse Landlord indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

18. COVENANT OF QUIET POSSESSION: Provided Tenant pays the Rental as herein provided and faithfully performs

the terms and conditions on Tenant's part to be kept, observed and performed, Landlord agrees to and shall, on the commencement date of the term of this Lease, place Tenant in peaceful and quiet possession of the Leased Premises and shall secure Tenant in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term and any extensions thereof.

19. **LITIGATION COSTS:** Should any litigation be commenced between the parties to the Lease concerning the Leased Premises, this Lease or the rights and duties of either in relation thereto, the party, Landlord or Tenant, prevailing in such litigation, shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation which shall be determined by the Court in such action, or in a separate action brought for that purpose.
20. **Notices:** All notices required or permitted to be given under this Agreement shall be in writing and mailed, postage prepaid, by certified or registered mail, return receipt requested, or by personal delivery, to the address indicated below or at other places that Landlord or Tenant may, from time to time, designate by written notice given to the other. The address change shall not be effective until 21 days after notice of the change. Notices shall be deemed sufficiently served 5 days after the date of mailing or upon personal delivery.

To Landlord:

City of Dinuba
George Avila, Public Works Director
405 E. El Monte Way
Dinuba, CA 93618

To Tenant:

Luis Amezcua
1414 E. El Monte Way
Dinuba, CA 93618

21. **CONTROLLING LAW AND VENUE:** This Lease shall be governed by the laws of the State of California, and venue for any legal action resulting from disputes between parties arising directly or indirectly through this Lease shall only be in the County of Tulare, State of California.
22. **CONDITIONS AND COVENANTS:** All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
23. **NO WAIVER OF BREACH:** The failure by Landlord to insist upon the strict performance by Tenant of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. The waiver by Landlord of any breach shall not constitute a continuing waiver nor affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach. The acceptance by Landlord of any rental hereunder shall not be construed to be a waiver of a breach of any covenant, condition, or option in this agreement set forth, except only as to the particular installment of rent so accepted.
24. **COMPUTATION OF TIME:** The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last.
25. **UNAVOIDABLE DELAY:** If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated

(financial inability excepted), performance of such act shall be excused for the period of delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however; nothing in this section shall excuse Tenant from the prompt payment of any rental or other charge required by Tenant except as may be expressly provided elsewhere in this Lease.

26. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, representation, or promise made by either party, or to any employee, officer, or agent of either party, which is not contained in this Lease shall be binding or valid.
27. **CHANGE OF TERMS:** This Lease, and the terms and conditions contained therein may not be modified except in writing, signed by both parties.
28. **TERMS INCLUDES EXTENSIONS:** All references to the "term of this Lease" or the "Lease term" shall include any and all renewals and extensions of such term.
29. **INTEREST:** Any sum accruing to Landlord or Tenant under the provisions of this Lease which shall not be paid when due shall bear interest at the rate of ten percent (10%) per annum from the date written notice specifying such nonpayment is served on the defaulting party, until paid.
30. **HOLDING OVER:** Any holding over by Tenant after the expiration of the term of this Lease, or any extension thereof, shall be governed by Paragraph 4 above, and during such automatic renewal period, Tenant shall pay to Landlord a rent equal to the amount paid upon expiration of the applicable term. During such renewal period, the tenancy herein shall be on the same terms and conditions herein specified so far as applicable.
31. **LIENS OR ENCUMBRANCES:** Tenant shall hold Landlord free and harmless from any and all costs for the operation

of the Leased Premises during the term of this Lease, and Tenant shall not allow any liens or encumbrances to be placed upon the Leased Premises by reason of Tenants tenancy upon the Leased Premises during the term of the Lease.

32. **ASSIGNMENT AND SUB-LETTING:** Tenant will not assign this Lease or any interest herein, nor sublet said Leased Premises in whole or in part, and Tenant will not place any other persons in charge thereof under any power of attorney, or as Tenant's agent or otherwise without first obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld. A consent by Landlord to one assignment, sub-letting, occupation, or use by another person is not to be construed as a consent to a future assignment, sub-letting, occupation, or use by the same or another person. Tenant shall reimburse Landlord for all reasonable attorney's fees and costs which Landlord may incur in connection with reviewing and responding to Tenant's request for Landlord's consent or approval to any such assignment. Any assignment or a sub-letting without Landlord's consent shall be void, and shall, at Landlord's option, terminate this Lease. Any such permitted assignment or sublease shall not release Tenant from liability for the terms, covenants and conditions contained herein.
33. **ADVISEMENT AND ACKNOWLEDGMENT:** This Lease was prepared by the Law Firm of McCormick, Kobot & Lew, APC, the attorneys for the Landlord. Said law firm hereby advises Landlord that said law firm has acted solely as counsel for Landlord and did not advise or represent Tenant concerning this matter. Tenant acknowledges having been specifically advised to seek independent legal counsel regarding this Lease, and has been afforded sufficient time to seek and obtain such independent counsel. Tenant acknowledges having carefully and thoroughly read this paragraph and this Lease in full, and fully understands each of its terms and conditions, and therefore signs it freely and voluntarily. Each party agrees that said party has reviewed and has had the opportunity to revise this

agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease or any amendments or exhibits hereto.

34. **BINDING ON HEIRS OR SUCCESSORS:** This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by either party to any assignment of this Lease or any interest herein, except as expressly provided for in this Lease.
35. **TIME OF ESSENCE:** Time is of the essence of this Lease and of each and every clause, term, covenant, and condition contained herein.
36. **SEVERABILITY:** The invalidity of any provision of this Agreement, as determined by a Court of competent jurisdiction, shall not affect the validity or any other provision hereof.
37. **LEASE DATE:** The date on which the last of the parties hereto executes this Lease as such date is shown by the signature of the parties below, shall be the date of this Lease and shall be referred as the "Lease Date".

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates specified below their respective signatures.

LANDLORD:

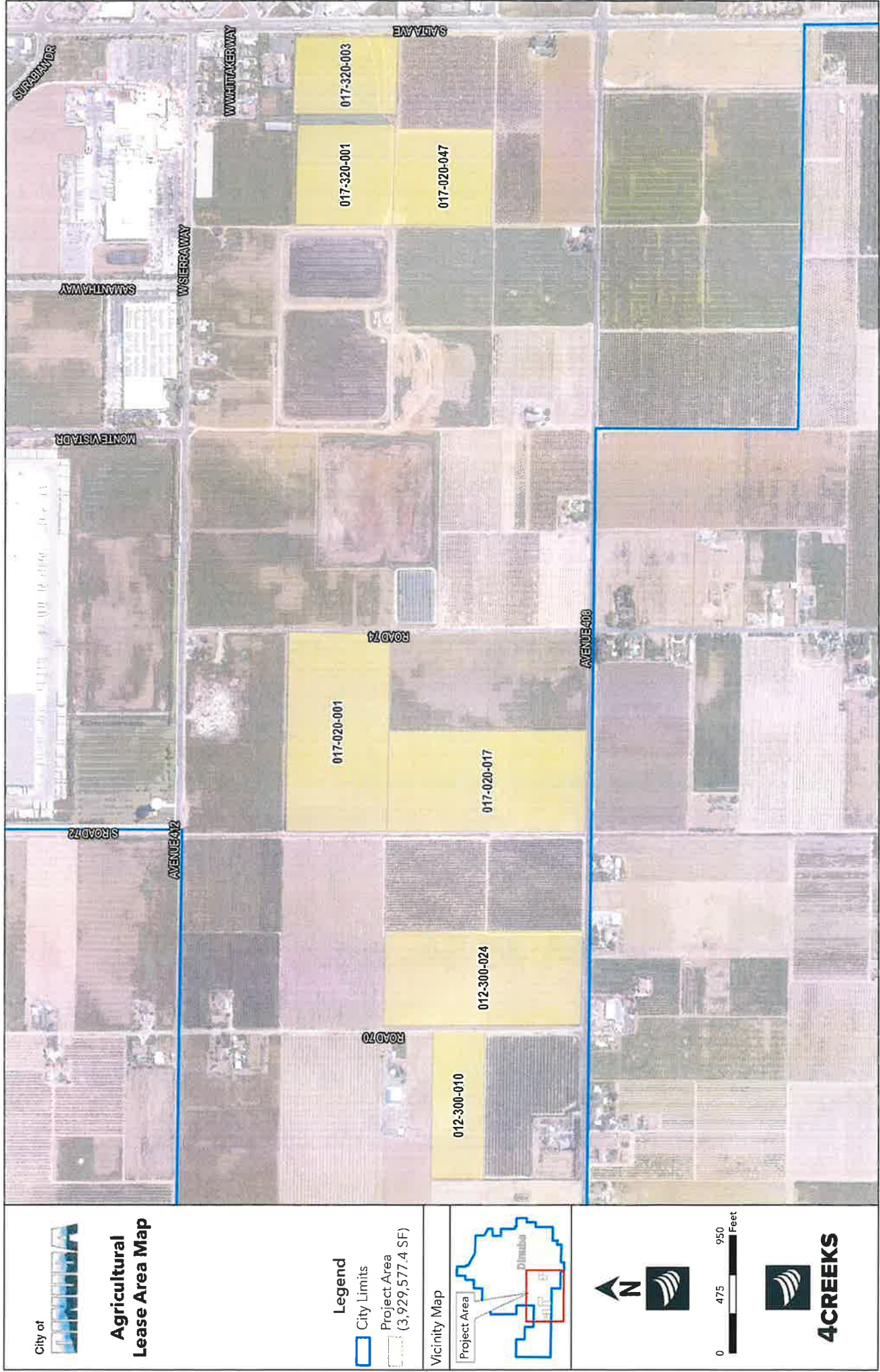
TENANT:

CITY OF DINUBA

LUIS AMEZCUA

Date: _____

Date: _____





City Council Staff Report

Department: ENGINEER/PLANNING

November 14, 2023

To: Mayor and City Council

From: Jason Watts, City Engineer

Subject: Resolution No. 2023-57 Authorization to Approve Final Map and
Subdivision Development Agreement for Castro Phase 2 Subdivision
(JW)

RECOMMENDATION

Council by one motion take the following actions:

1. Adopt Resolution No. 2023-57 approving the Final Map for the Castro Phase 2 Subdivision consisting of 33 residential lots and authorize City staff to record said map; and,
2. Approve the Subdivision Development Agreement for Castro Phase 2 Subdivision and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

San Joaquin Valley Homes (SJVH) is developing the Castro Subdivision, also known as Montebella, located on the west side of Englehart Avenue between El Monte Way and Nebraska Avenue. The final map for the subdivision consists of a total of 33 residential lots. In order for the developer to be able to sell lots in the subdivision, the final map must first be approved by the City Council and the map must be recorded with the County. The developer is also required, as a condition of approval, to enter into a Subdivision Development Agreement with the City. The subdivision agreement details the work to be completed and schedule of performance. City staff is still working on the reimbursement agreement and will present the document at a later City Council meeting.

OUTSTANDING ISSUES

None.

DISCUSSION

At the planning commission meeting on September 6, 2022 it was voted for the annexation and development of the Castro Phase 2 & 3 subdivision, also known as Montebella, located on the west side of Englehart Avenue, north of the Saginaw Avenue alignment. The project subsequently went before the City Council and was later approved.

On March 7, 2023 a public hearing was taken to the Planning Commission to consider the redesign of the previously approved Montebella Tentative Subdivision Map on 28.8 acres. This was later taken to City Council on May 9, 2023 and approved.

Phase 2 of the subdivision will include the construction of a 136AC park, as required by the

Due to the developer constructing their development in phases, this phase will only consist of the park improvements, while Phase 3 of the development will include the widening of Englehart Avenue.

The Castro Subdivision was purchased by San Joaquin Valley Homes (SJVH), a Visalia-based homebuilder. SJVH has completed several projects in Dinuba. The subdivision consists of 33 lots on 14.16 acres and the final map is included as Exhibit 'A' of the attached Resolution No. 2023-57 enclosed herein as Attachment 'A'. Upon review by the City Engineer the final map conforms to the approved vesting tentative tract map and city and state standards.

As a condition of all subdivisions, the developer is required to enter into an subdivision agreement with the City of Dinuba. The subdivision agreement details the work to be completed by the developer, amount of security for improvements, and fees to be paid as part of the subdivision. The work includes roads, sewer, water, gas and storm drain and private utility improvements to serve the subdivision. The agreement also requires the developer to provide bonds and other security instruments in an amount necessary to cover the cost of the improvements. For this project, the estimated cost of improvements total \$2,155,889. The City may call on the bonds should the developer fail to complete the improvements in a timely manner. The developer is required to have all public improvements completed by June 12, 2024. A copy of the subdivision agreement is enclosed herein as Attachment 'B'.

Staff is recommending that City Council adopt Resolution No. 2023-57 enclosed herein as Attachment 'A' approving the Final map and Subdivision Agreement for the Castro Phase 2 Subdivision

FISCAL IMPACT

The City will receive approximately \$17,565.57 per unit for all impact fees for each residential unit. These fees will be collected with the issuance of each building permit. Final map and plan check and inspection fees will be collected at the time the Final map is recorded with the Tulare County Recorder's Office.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. Resolution 2023-57
- B. Castro Phase 2 Subdivision Agreement

RESOLUTION 2023-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA ADOPTING THE CASTRO PHASE 2 SUBDIVISION, ON BEHALF OF THE CITY OF DINUBA

WHEREAS, at a meeting held on May 9, 2023, the Dinuba City Council considered the redesign of the previously approved Castro Phase 2 Subdivision. The application submitted by Presidio JJR Montebella 175, LLC, a Delaware Limited Liability Company (Owner/Applicant): seeks approval of a Final Tract Map, to subdivide an existing 14.16 acre parcel into 33 single-family residential lots, and offers to dedicate public rights-of-way and public utility easements shown on said Final Tract Map; and

WHEREAS, the Planning Commission adopted Resolution No. 1118 and 1119 on March 7, 2023, and the City Council adopted Resolution No. 2023-16 on May 9, 2023, approving the Tentative Subdivision Map proposal to subdivide approximately 14.16 acres into 33 single family lots ; and

WHEREAS, the Planning Commission adopted Resolution 1114, 1115, and 1116 for the annexation of Castro Phase 2 & 3 on September 6, 2022 approving adoption of a mitigated negative declaration, general plan amendment, zone change, and a tentative subdivision map to create 100 single family residential lots; and

WHEREAS, City Council has concluded that approval of this project will not result in adverse environmental effects as these have been adequately addressed and no further environmental documentation is required; and

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

WHEREAS, the proposal is consistent with the goals of the Dinuba General Plan and is considered by the Dinuba Planning Commission and Staff to be in compliance with the Dinuba Zoning Ordinance; and

WHEREAS, the City Council considered the staff report and all testimony present for the Project and was of the opinion that the Final Parcel Map 2023-01 should be approved as submitted; and

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

1. Adopt Resolution No. 2023-57 approving the Final Subdivision Map for Castro Phase 2.
2. Accepts all dedications and authorizes the recordation of the Final Map with the Tulare County Recorder's Office.
3. The above recitals are true and correct and are adopted as the findings of the City Council.
4. 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.

5. 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, Maribel Reynosa, 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-three.

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

RECORD TITLE INTEREST STATEMENT

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

- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
1. LOTS A, B, C, D & E FOR PUBLIC UTILITIES, LANDSCAPE AND BLOCK WALL PURPOSES, AND THE MAINTENANCE THEREOF
 2. THOSE PORTIONS OF SAGINAW AVENUE, DAISY AVENUE, APRICOT STREET AND BARE OAK AVENUE AS SHOWN WITHIN THE BOUNDARY OF THE SUBDIVISION HEREIN FOR PUBLIC STREET AND UTILITY PURPOSES
- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
3. BLOCK WALL EASEMENTS FOR BLOCK WALL PURPOSES AND DESIGNATED AS "BWE" HEREIN
 4. PUBLIC UTILITY EASEMENTS FOR PUBLIC UTILITY INSTALLATION AND MAINTENANCE PURPOSES, AND DESIGNATED AS "PUE" HEREIN

FOR: PRESIDIO J. JR MONTEBELLA 175, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: JJR MANAGEMENT SERVICES INC., A CALIF CORP. ITS OPERATING MANAGER

BY : _____
JOSEPH A LEAL, ITS PRESIDENT AND SECRETARY

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
(PRINT NAME) _____
MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____
PRINCIPAL OFFICE IN THE COUNTY OF _____

BENEFICIARY'S STATEMENT

SURETEC INSURANCE COMPANY, BENEFIARY UNDER DEED OF TRUST RECORDED JANUARY 25, 2023 AS DOCUMENT NUMBER 2023-0003749, OFFICIAL RECORDS OF TULARE COUNTY, HEREBY CONSENTS TO THE RECORDING OF THIS MAP.

NAME:
TITLE:

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
(PRINT NAME) _____
MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____
PRINCIPAL OFFICE IN THE COUNTY OF _____

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83(2017.50), ZONE 4, SHOWN LOCALLY BY THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12-16/23 TAKEN TO BE NORTH 00°13'47" EAST, AND IS BASED UPON GPS OBSERVATIONS FROM CSRN STATIONS RAPT, AND P566, BOTH HAVING PUBLISHED ACCURACIES OF LESS THAN 1 CM.

SJVH - MONTEBELLA - PH 2

BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT 2022-01,
PERFECTED BY GRANT DEED RECORDED AS DOCUMENT NUMBER 2023-0000654,
AND SITUATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 16 SOUTH,
RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN.
IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.

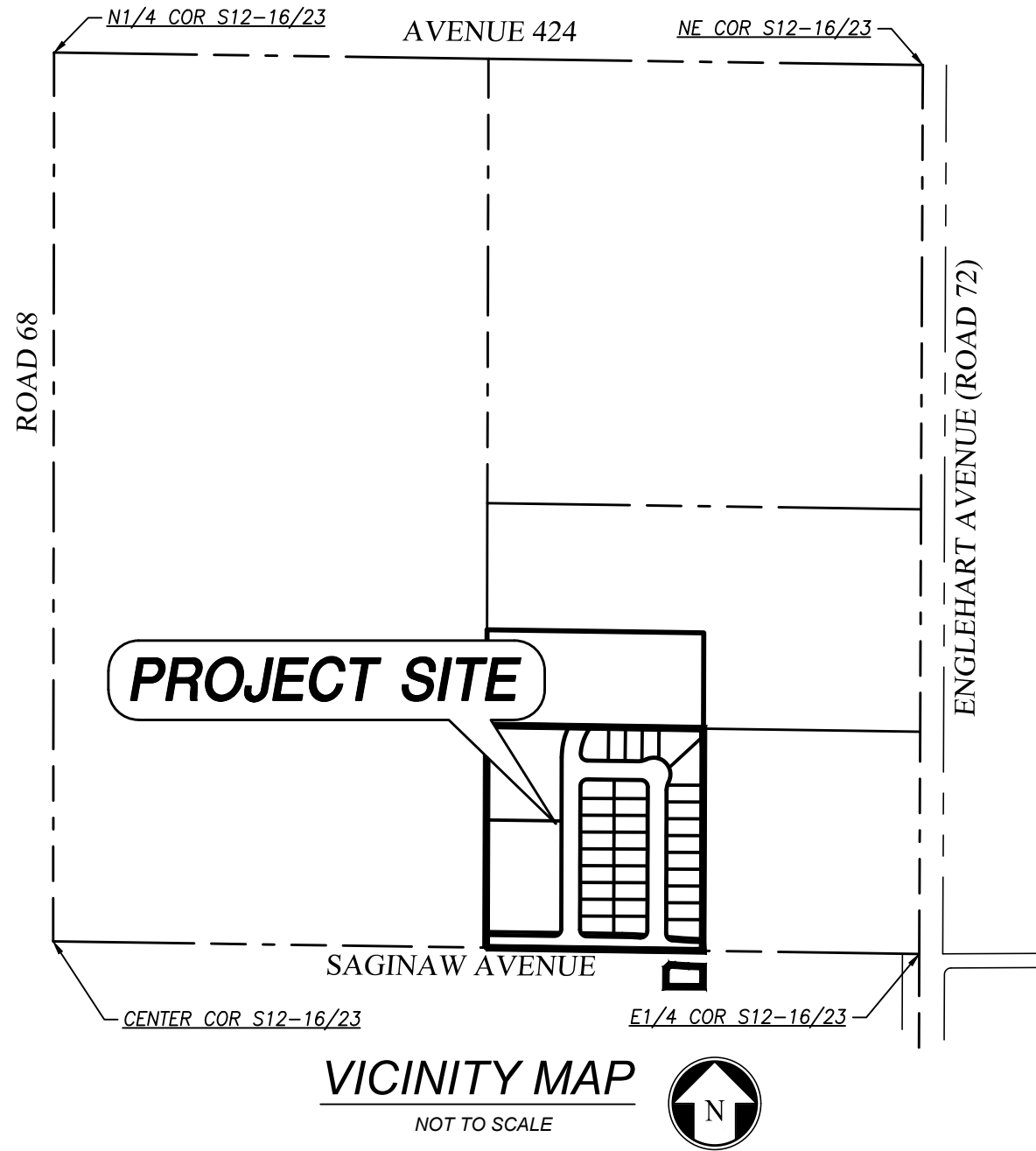
OCTOBER 2023
BY:

FOR: SAN JOAQUIN VALLEY HOMES
5607 AVENIDA DE LOS ROBLES
VISALIA, CA 93291
(559) 732-2660

SEPTEMBER 2023



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1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA



THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. AN EASEMENT FOR WATER DITCH PURPOSES IN FAVOR OF E. O. REESE PER BOOK 104 OF DEEDS, PAGE 471, T.C.R.
NOTE: THIS EASEMENT CANNOT BE PRECISELY PLOTTED FROM THE LEGAL DESCRIPTION. NO IRRIGATION DITCH WAS OBSERVED DURING THIS FIELD SURVEY. SAID EASEMENT NOT SHOWN HEREON.
2. AN EASEMENT FOR WATER DITCH PURPOSES IN FAVOR OF PENNSYLVANIA ORR PER BOOK 109 OF DEEDS, PAGE 167, T.C.R.
NOTE: THIS EASEMENT WAS RESERVED IN 1902 FOR A WATER DITCH EXISTING AT THAT TIME. NO WATER DITCH WAS OBSERVED DURING THIS FIELD SURVEY. SAID EASEMENT NOT SHOWN HEREON.
3. A PRIVATE RIGHT OF WAY IN FAVOR OF HENRY SUDERMAN PER BOOK 1576, PAGE 280, O.R.T.C.
4. AN EASEMENT FOR CONTRUSTION AND MAINTENANCE OF AN UNDERGROUND WATERLINE IN FAVOR OF WATSON MCKERALL AND CORA MCKERALL PER BOOK 1899, PAGE 514, O.R.T.C.
NOTE: THIS EASEMENT DESCRIPTION IS BLANKET IN NATURE AND DESCRIBES THE SW1/4 OF SE1/4 OF NE1/4 OF S12-16/23. NOT PLOTTABLE.
5. THE RIGHT OF F.W. FREEMAN TO RUN WATERT THROUGH A DITCH IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 AS ESTABLISHED IN A DECREE OF THE SUPERIOR COURT OF THE COUNTY OF TULARE ENTERED APRIL 3, 1916, IN CASE NO. 8588.
6. EASEMENTS FOR PUBLIC UTILITIES AND BLOCK WALL PURPOSES IN FAVOR OF THE CITY OF DINUBA PER THAT CERTAIN MAP OF CASTRO SUBDIVISION, MONTEBELLA PHASE 1, FILED IN VOLUME 44 OF MAPS, AT PAGE 97, TULARE COUNTY RECORDS.
7. AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF PACIFIC GAS & ELECTRIC COMPANY PER D.N. 2023-0021664, O.R.T.C.
NOTE: THIS EASEMENT IS SHOWN TO BE WITHIN SAGINAW AVENUE, OUTSIDE THE BOUNDARY OF THIS MAP, AND IS NOT SHOWN HEREON.
8. AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF PACIFIC GAS & ELECTRIC COMPANY PER D.N. 2023-0021665, O.R.T.C.

PURSUANT TO SECTION 66434 (g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE ABANDONED AND NOT SHOWN HEREON

1. AN EASEMENT FOR ROAD PURPOSES IN FAVOR OF THE CITY OF DINUBA PER D.N. 2022-0059353.
2. AN EASEMENT FOR STORM DRAIN AND DIRT STOCKPILE PURPOSES IN FAVOR OF THE CITY OF DINUBA PER D.N. 2022-0059354.

SURVEYOR'S STATEMENT

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 SAN JOAQUIN VALLEY HOMES IN NOVEMBER 2022 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, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____ 20____.

ANTONIO S. WESTERLUND, P.L.S. 9399

CITY SURVEYOR'S STATEMENT

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

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 THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

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 _____ 20____.

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

BY: _____
DEPUTY CLERK

CITY PLANNING COMMISSION'S STATEMENT

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

CRYSTAL FLORES, SECRETARY _____ DATE _____

CITY CLERKS STATEMENT

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DINUBA HELD ON THE _____ DAY OF _____ 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING ON 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 AND APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED HEREON.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF DINUBA

THIS _____ DAY OF _____ 20____.

MARIA ALANIZ

CITY CLERK

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID _____

FILED THIS _____ DAY OF _____, 20____, AT _____M.

IN VOLUME _____ OF MAPS, AT PAGE _____, TULARE COUNTY RECORDS,

AT THE REQUEST OF _____.

TARA FREITAS, CPA
TULARE COUNTY ASSESSOR/CLERK RECORDER

BY: _____
DEPUTY

LEGAL DESCRIPTION

ALL OF LOT 38 OF THAT CERTAIN MAP ENTITLED "CASTRO SUBDIVISION, MONTEBELLA PHASE 1", FILED IN VOLUME 44 OF MAPS, AT PAGE 97, TULARE COUNTY RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.
TOGETHER WITH THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 2475, FILED IN BOOK 25 OF PARCEL MAPS, AT PAGE 76, TULARE COUNTY RECORDS, SITUATED IN THE NORTHEAST QUARTER OF SAID SECTION 12, SAID CITY, COUNTY, AND STATE, DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 1, SAID CORNER BEING THE INTERSECTION OF AN EASTERLY LINE OF SAID PARCEL 1 WITH THE MOST SOUTHERLY LINE OF SAID PARCEL 1;
THENCE ALONG SAID EASTERLY LINE, NORTH 00°11'49" EAST, A DISTANCE OF 945.73 FEET;
THENCE PARALLEL WITH SAID MOST SOUTHERLY LINE OF SAID PARCEL 1, NORTH 89°09'59" WEST, A DISTANCE OF 645.14 TO THE WEST LINE OF SAID PARCEL 1;
THENCE ALONG SAID WEST LINE, SOUTH 00°09'50" WEST, A DISTANCE OF 945.74 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;
THENCE ALONG SAID MOST SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°09'59" EAST, A DISTANCE OF 644.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 14.16 ACRES, MORE OR LESS.

OVERALL BOUNDARY

SJVH - MONTEBELLA - PH 2

BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT 2022-01, PERFECTED BY GRANT DEED RECORDED AS DOCUMENT NUMBER 2023-0000654, AND SITUATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN. IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.

OCTOBER 2023

CONTROL DIAGRAM
N.T.S.

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- FOUND SECTION CORNER/QUARTER CORNER AS NOTED.
- FOUND 1/16 CORNER AS NOTED.
- FOUND 3/4" IRON PIPE, PER P1, NO TAG
- CONTINUALLY OPERATING REFERENCE STATION (CORS)
- FOUND STREET MONUMENT AS NOTED
- C.R. CORNER RECORD
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY
- () RECORD DATA PER NOTED REFERENCE
- M/XX MEASURED AND RECORD DATA PER REFERENCE XX
- CXX CALCULATED RECORD DATA PER REFERENCE XX
- PUE PUBLIC UTILITIES EASEMENT OFFERED PER SHEET 1
- S.F.N.F. SEARCHED FOR, NOTHING FOUND
- T.C.R. TULARE COUNTY RECORDS
- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES
- SHEET INDEX LINE

REFERENCES

- P1 PARCEL MAP NO. 2475, P.M. 25-76, T.C.R.
- T1 TRACT MAP VOL 44 PAGE 97, T.C.R.
- D1 PER DOCUMENT NUMBER 2023-0000655

SURVEY NOTES

- ALL DISTANCES SHOWN HEREON ARE GROUND DATA. TO OBTAIN GRID DATA, MULTIPLY GROUND DATA BY THE PROJECT SPECIFIC COMBINATION FACTOR OF 0.999931.
- THE VALUES REFERENCED ABOVE AND SHOWN HEREON WERE COMPUTED USING A LEAST SQUARES ADJUSTMENT HOLDING FIXED THE NAD83 ECEF COORDINATES, AS PUBLISHED BY THE CSRC AND SHOWN HEREON, OF THE FOLLOWING STATIONS:
HORIZONTAL CONSTRAINTS: RAPT, P566
VERTICAL CONSTRAINT: RAPT
- CCS83 COORDINATES AND DATA ARE SHOWN ONLY FOR COMPLIANCE WITH THE PUBLIC RESOURCES CODE.
- NO FGDC ACCURACY IS CLAIMED FOR THIS SURVEY.
- ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET, UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83(2017.50), ZONE 4, SHOWN LOCALLY BY THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12-16/23 TAKEN TO BE NORTH 00°13'47" EAST, AND IS BASED UPON GPS OBSERVATIONS FROM CSRN STATIONS RAPT, AND P566, BOTH HAVING PUBLISHED ACCURACIES OF LESS THAN 1 CM.

COORDINATE LISTING

STATION	NAD83 ECEF COORDINATES (METERS)			CCS83 (COMPUTED)		GEIOD18 ELEVATION	COMBINATION FACTOR	MAPPING ANGLE
	X (ECEF)	Y (ECEF)	Z (ECEF)	NORTHING	EASTING			
P566	-2512243.6313	-4489742.6982	3757304.2870	2001309.36	6494126.84			
RAPT	-2518375.6442	-4460529.3423	3787683.7800	2125482.92	6430069.93	394.97		
E1/4 COR S12				2084812.95	6440380.35	331.51	0.999931	-0°14'46.9"
NE COR S12				2087457.25	6440390.95	331.77	0.999930	-0°14'46.9"

SJVH - MONTEBELLA - PH 2

BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT 2022-01,
PERFECTED BY GRANT DEED RECORDED AS DOCUMENT NUMBER 2023-0000654,
AND SITUATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 16 SOUTH,
RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN.
IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.

OCTOBER 2023

MONUMENT NOTES

UNLESS OTHERWISE NOTED, ALL REAR CORNERS ARE SET WITH A 3/4" IRON PIPE TAGGED "PLS 9399";
ALL FRONT CORNERS ARE SET WITH A BRASS TAG STAMPED "PLS 9399" FLUSH IN TOP OF CURB ON
A 9.75 FOOT PROJECT OF SIDE LOT LINE, WHERE THERE IS NO SIDE LOT LINE, SAID 9.75 FEET BEING
MEASURED PERPENDICULAR TO THE RIGHT OF WAY LINE.
EXCEPTION TO PROJECTION DISTANCE:
SIDELINE COMMON TO LOTS 27/28 - 10.12'
SIDELINE COMMON TO LOTS 28/29 - 10.47'
SIDELINE COMMON TO LOTS 29/30 - 10.29'
SIDELINE COMMON TO LOTS 30/31 - 9.94'

REFERENCES

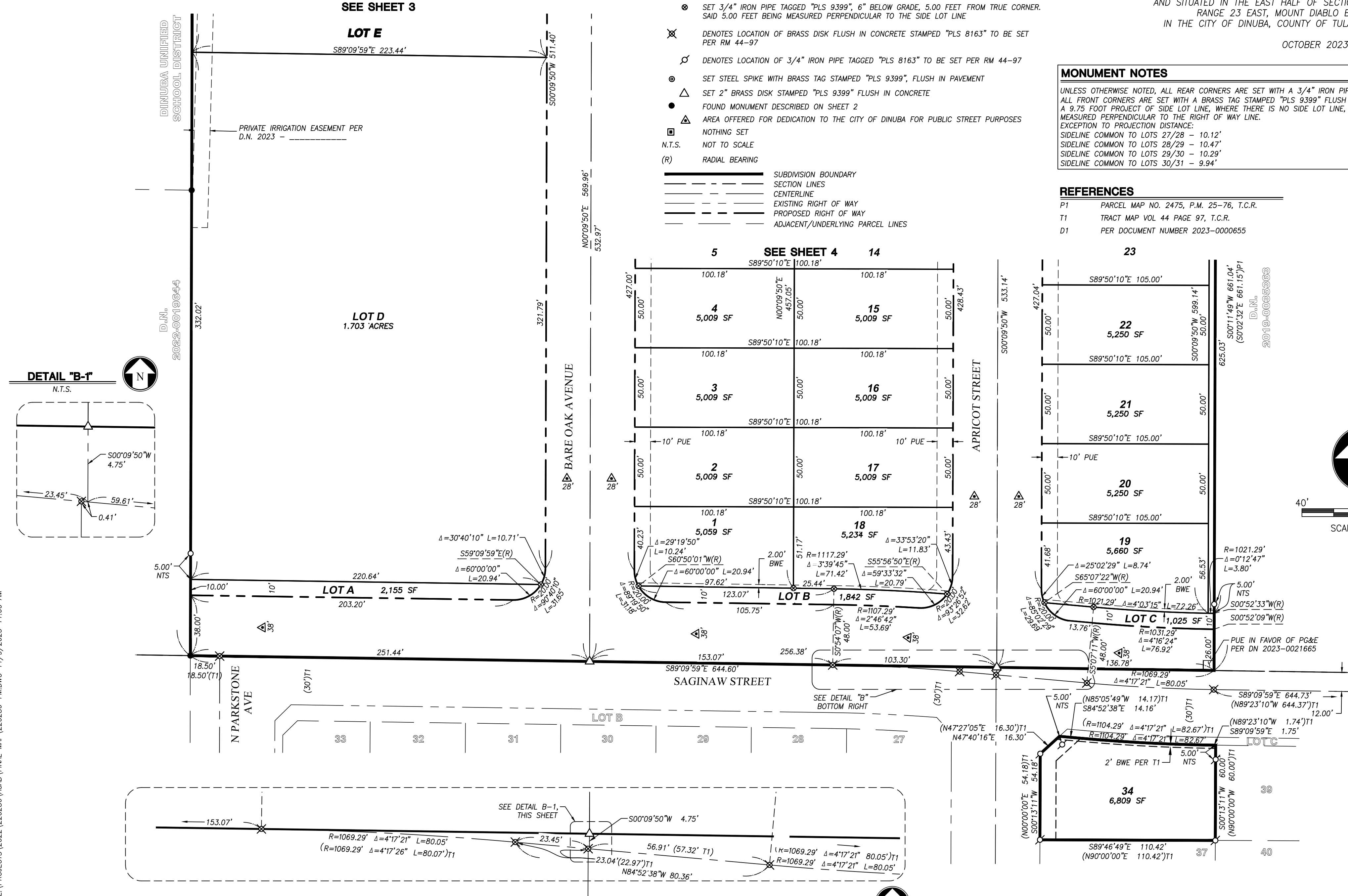
P1 PARCEL MAP NO. 2475, P.M. 25-76, T.C.R.
T1 TRACT MAP VOL 44 PAGE 97, T.C.R.
D1 PER DOCUMENT NUMBER 2023-0000655

LEGEND

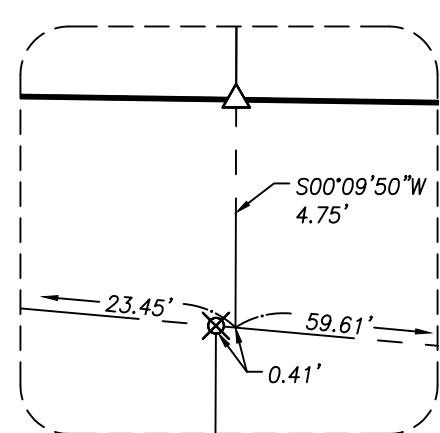
ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- SET 3/4" IRON PIPE TAGGED "PLS 9399" IN CONCRETE, 6" BELOW GRADE (TYPE B MONUMENT PER DESIGN DETAIL M-7)
- ⊗ SET 3/4" IRON PIPE TAGGED "PLS 9399", 6" BELOW GRADE, 5.00 FEET FROM TRUE CORNER. SAID 5.00 FEET BEING MEASURED PERPENDICULAR TO THE SIDE LOT LINE
- ⊗ DENOTES LOCATION OF BRASS DISK FLUSH IN CONCRETE STAMPED "PLS 8163" TO BE SET PER RM 44-97
- ⊗ DENOTES LOCATION OF 3/4" IRON PIPE TAGGED "PLS 8163" TO BE SET PER RM 44-97
- ⊗ SET STEEL SPIKE WITH BRASS TAG STAMPED "PLS 9399", FLUSH IN PAVEMENT
- △ SET 2" BRASS DISK STAMPED "PLS 9399" FLUSH IN CONCRETE
- FOUND MONUMENT DESCRIBED ON SHEET 2
- △ AREA OFFERED FOR DEDICATION TO THE CITY OF DINUBA FOR PUBLIC STREET PURPOSES
- NOTHING SET
- N.T.S. NOT TO SCALE
- (R) RADIAL BEARING

SUBDIVISION BOUNDARY
SECTION LINES
CENTERLINE
EXISTING RIGHT OF WAY
PROPOSED RIGHT OF WAY
ADJACENT/UNDERLYING PARCEL LINES



DETAIL "B-1"



SEE SHEET 2 FOR BASIS OF BEARINGS AND OVERALL BOUNDARY
SEE SHEET 2 FOR SUBDIVISION BOUNDARY AND SHEET INDEX

DETAIL "B"

1"=20'

SHEET 3 OF 4

BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT 2022-01,
PERFECTED BY GRANT DEED RECORDED AS DOCUMENT NUMBER 2023-0000654,
AND SITUATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 16 SOUTH,
RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN.
IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- SET 3/4" IRON PIPE TAGGED "PLS 9399" IN CONCRETE, 6" BELOW GRADE (TYPE B MONUMENT PER DESIGN DETAIL M-7)
- ⊗ SET 3/4" IRON PIPE TAGGED "PLS 9399", 6" BELOW GRADE, 5.00 FEET FROM TRUE CORNER. SAID 5.00 FEET BEING MEASURED PERPENDICULAR TO THE SIDE LOT LINE
- ⊗ DENOTES LOCATION OF BRASS DISK FLUSH IN CONCRETE STAMPED "PLS 8163" TO BE SET PER RM 44-97
- ⊗ DENOTES LOCATION OF 3/4" IRON PIPE TAGGED "PLS 8163" TO BE SET PER RM 44-97
- ⊙ SET STEEL SPIKE WITH BRASS TAG STAMPED "PLS 9399", FLUSH IN PAVEMENT
- △ SET 2" BRASS DISK STAMPED "PLS 9399" FLUSH IN CONCRETE
- FOUND MONUMENT DESCRIBED ON SHEET 2
- ⚠ AREA OFFERED FOR DEDICATION TO THE CITY OF DINUBA FOR PUBLIC STREET PURPOSES
- NOTHING SET
- N.T.S. NOT TO SCALE
- (R) RADIAL BEARING

SUBDIVISION BOUNDARY
 SECTION LINES
 CENTERLINE
 EXISTING RIGHT OF WAY
 PROPOSED RIGHT OF WAY
 ADJACENT/UNDERLYING PARCEL LINES

MONUMENT NOTES

UNLESS OTHERWISE NOTED, ALL REAR CORNERS ARE SET WITH A 3/4" IRON PIPE TAGGED "PLS 9399"; ALL FRONT CORNERS ARE SET WITH A BRASS TAG STAMPED "PLS 9399" FLUSH IN TOP OF CURB ON A 9.75 FOOT PROJECT OF SIDE LOT LINE, WHERE THERE IS NO SIDE LOT LINE, SAID 9.75 FEET BEING MEASURED PERPENDICULAR TO THE RIGHT OF WAY LINE.

EXCEPTION TO PROJECTION DISTANCE:

SIDELINE COMMON TO LOTS 27/28 - 10.12'
SIDELINE COMMON TO LOTS 28/29 - 10.47'
SIDELINE COMMON TO LOTS 29/30 - 10.29'
SIDELINE COMMON TO LOTS 30/31 - 9.94'

REFERENCES

P1	PARCEL MAP NO. 2475, P.M. 25-76, T.C.R.
T1	TRACT MAP VOL 44 PAGE 97, T.C.R.
D1	PER DOCUMENT NUMBER 2023-0000655

L:\PROJECTS\2022\220286\ACAD\FINAL MAP\220286-FM.DWG 11/9/2023 11:00 AM

SEE SHEET 2 FOR BASIS OF BEARINGS AND OVERALL BOUNDARY
SEE SHEET 2 FOR SUBDIVISION BOUNDARY AND SHEET INDEX

SHEET 4 OF 4

CITY OF DINUBA
SUBDIVISION AGREEMENT
CASTRO ESTATES
PHASE II

This Agreement is made and entered into this ____ day of _____, 2023 by and between the **City of Dinuba**, a Municipal Corporation of the State of California, hereinafter referred to as “**City**”, and **Presidio JJR Montebella 175, LLC**, a Delaware Limited Liability Company, herein referred to as “**Subdivider**”.

WITNESS TO

Subdivider has presented to the **City** a Final Map for the proposed subdivision of land located within the City of Dinuba and described as Castro Estates, Phase II, a copy of said Map is attached.

Said **Subdivider** has requested that the **City** accept the dedications delineated and shown on said Map for the uses and purposes specified thereon and to otherwise approve said Map in order that same may be recorded, as required by law.

The **City** requires, as a condition precedent to the acceptance and approval of said Map: (a) the irrevocable dedication to the City of Dinuba, of the land wherein the streets are delineated as shown on said Map, which the **City** deems necessary for public use; and (b) that any and all streets delineated and shown on said Map be improved by the construction and installation of improvements hereinafter specified.

The Dinuba Municipal Code requires **Subdivider** enter into this agreement with the **City** before all required work has been completed by **Subdivider** at the time the Final Map is submitted.

NOW, THEREFORE, in consideration of the irrevocable offer of dedication of the streets, highways, easements and facilities as shown on said Map, and the approval of said Map for filing and recording as required by law, it is mutually agreed as follows:

1. SCHEDULE OF PERFORMANCE BY SUBDIVIDER

- A.** The work schedule hereinafter set forth contains the dates when the work required to be performed by **Subdivider** shall be completed. Such work shall be installed and completed to the satisfaction of the City Engineer. Extension to the work schedule for required improvements shall be requested by **Subdivider** in writing. The City Engineer may consider this schedule of performance in determining whether or not to grant any such extension. The City Engineer’s determination shall be final and conclusive. Failure of **Subdivider** to perform in accordance with the schedule shall constitute prima facie evidence of failure to diligently prosecute the work required hereunder. **No building permits shall be issued until the water**

system improvements have been completed with operational fire hydrants and the construction of weather-proof streets approved by the Dinuba Fire Chief. No Certificate of Occupancy shall be issued for any residence in the subdivision until all public improvements needed to serve the residences have been completed by Subdivider and accepted by the City Engineer. The work schedule is as follows:

WORK SCHEDULE

DATE OF COMPLETION

Complete rough grading	Nov. 7, 2023
Complete construction of storm drain system	Jan. 23, 2024
Complete construction of sanitary sewer system	Dec. 14, 2023
Complete construction of domestic water system	Feb. 16, 2024
Complete construction of sidewalks, curbs and gutters	Mar. 25, 2024
Complete construction of all private utilities	Jun. 12, 2024
Complete construction of streets, including striping, markings and signs	Mar. 11, 2024
Complete all appurtenant work	Jun. 12, 2024

- B. NOT WITHSTANDING THE ABOVE**, all street work and public improvements required to be constructed by **Subdivider** shall be fully completed and suitable for acceptance by the **City** not later than June 12, 2024.
- C.** Failure of **Subdivider** to meet such deadline shall constitute a material breach of the Agreement. In such event, the Subdivision Irrevocable Instruments of Credit, hereinafter described, shall thereupon immediately be paid to the **City** and the **City** shall have permission to go upon the property and complete all work and public improvements, including construction or reinstallation, as the **City** deems necessary, of all utility facilities, streets, curbs, gutters, sidewalks, sanitary sewer, water, storm drainage systems and other public and private improvements, which were not properly or fully completed or installed by **Subdivider**.
- D.** Issuance of building permits for any structure within a subdivision shall conform to the requirements of the latest edition of the Title 24 California Building, California Fire and Green Building Codes. All public improvements which serve the property for which an occupancy permit is sought shall have been completed and accepted by the **City**.

2. ROAD IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

- A.** **Subdivider** shall retain a Geotechnical firm and pay for any materials testing required by the City. The sampling and testing shall be done by a registered and licensed Geotechnical materials testing firm.
- B.** **Subdivider** shall construct all required improvements in accordance with this Agreement, the approved improvement plans, the City's most recent Public Improvements Standards and the conditions of approval of the Tentative Map.

3. SEWER AND WATER IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

- A. Subdivider** shall construct the sanitary sewer system and appurtenances in accordance with this Agreement, the approved improvement plans, the City's most recent Public Improvements Standards and the conditions of approval of the Tentative Map.
- B. Subdivider** shall construct a domestic water system and appurtenances in accordance with this Agreement, the approved improvement plans, the City's most recent Public Improvements Standards, and the conditions of the Tentative Map.

4. GAS AND ELECTRICAL LINES TO BE COMPLETED BY SUBDIVIDER

- A. Subdivider** shall place underground all gas mains, services and all existing and new telephone and electrical lines, including cable television. This includes placing underground all existing facilities within the limits of this subdivision and service lines thereto. The **Subdivider** shall make arrangements with Pacific Gas and Electric, Southern California Gas Company, AT&T, and Comcast to guarantee the installation of these facilities, including bonding for same.

5. STORM DRAINAGE IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

- A. Subdivider** shall construct the storm drainage system and appurtenances within this subdivision in accordance with this Agreement, the approved improvement plans, the City's most recent Public Improvement Standards and Specifications and the conditions of approval of the Tentative Map.

6. ADDITIONAL IMPROVEMENTS REQUIREMENTS

- A. Subdivider** is responsible for all work and maintenance within the City's rights-of-way. Any damaged caused by **Subdivider** and/or their subcontractors shall be repaired at no expense to the City of Dinuba.
- B.** Prior to commencement of any work within the rights-of-way not included in the approved improvement plans, or any work performed within an existing City maintained street, an encroachment permit shall be obtained from the Public Works Services Department.
- C. Subdivider** shall cause to be placed by a licensed Civil Engineer or Land Surveyor all survey monuments and lot corners as shown on the Final Map. Pursuant to Section 66497 of the State Subdivision Map Act, prior to the City's final acceptance of the subdivision and release of the securities, **Subdivider** shall submit written certification to the City Engineer that all monuments required in the subdivision have been set.

- D. **Subdivider** shall furnish to the City Engineer a set of “Record Drawings” plans, prepared by a registered civil engineer, for all work performed in all rights-of-way prior to a Notice of Completion. These plans shall include the location of all underground City and available utility companies’ utilities.
- E. In the event an extension is granted by the City Engineer to complete any of the required public and private improvements in this subdivision, **Subdivider** shall comply with all applicable City Improvement Standards.
- F. All conditions of approval of the Tentative Map, plan of services, the improvement plans and the City Public Improvement Standards apply to and are included by reference in this Agreement.
- G. Grading of the lots shall conform to the grades shown on the approved grading plan and the improvement plans. Prior to acceptance of the work by the **City** and release of the subdivision security, **Subdivider** shall provide the **City** with a statement from a registered civil engineer that, based on information provided by the Contractor, work performed within this tract conforms with the approved improvement plans, the recommendations contained in the soils report and the City Public Improvement Standards.
- H. The required decorative block wall shall consist of split-faced concrete block and shall have a brick or tile cap placed along the top of the wall, said wall shall meet or exceed the quality of the wall constructed along Viscaya Parkway in Dinuba, CA and shall be painted with graffiti-resistant paint.
- I. Entrance treatments, decorative walls, “circles” and other design details shall be constructed with a common design theme subject to **City** approval.

7. SECURITIES

- A. Prior to approval by the City Council of the Castro Estates, Phase II, **Subdivider** shall submit to the **City** a Performance Bond in a form acceptable to the **City** in an amount equal to one hundred percent (100%) of the estimated cost of the required public improvements and private utility improvements in the amount of **\$2,155,889** to guarantee the proper construction of the improvements required in this Agreement, the City’s Public Improvement Standards, and the conditions of the Tentative Map.
- B. Prior to approval of the Final Map by the **City**, **Subdivider** shall submit to the **City** a Materials and Labor Bond in a form acceptable to the **City** in an amount equal to fifty percent (50%) of the estimated cost of the required public improvements and private utilities improvements, in the amount of **\$1,077,945** to secure payment of all contractors and subcontractors performing the work on said improvements and

all persons furnishing labor, materials and equipment used for installation of said improvements.

- C. Prior to issuance of Notice of Completion of Castro Estates, Phase II by the **City**, **Subdivider** shall submit to the **City** an Irrevocable Instrument of Credit in a form acceptable to the **City** to guarantee and warranty maintenance of all required public improvements herein, for a period of one (1) year following acceptance, in an amount equal to ten percent (10%) of the estimated cost of the improvements, for Castro Estates, Phase II, in the amount of **\$215,589**. Said Irrevocable Instrument of Credit shall be released to **Subdivider**, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the subdivision improvements by the **City**.
- D. The Improvement Security Bonds for performance and for labor and materials, but not including the warranty security, will remain in effect until such time as all required improvements in Castro Estates, Phase II are satisfactorily completed and the subdivision has been formally accepted by the **City**. Such securities may be released only upon written authority of the City Engineer.
- E. The Improvement Security Bonds required under this paragraph shall be payable to the **City**. Security bonds shall remain in force until recordation of the Notice of Completion.
- F. Upon failure of **Subdivider** to properly complete the required improvements in a form acceptable to the City Engineer by June 12, 2024, the **City** shall be entitled to immediately draw upon the subdivision Improvement Securities (Performance and Payment Bonds) and cause the required improvements to be installed and/or repaired without further notice to **Subdivider**.

8. INDEMNITY AND INSURANCE

- A. The **City** shall not be liable to **Subdivider** or to any other person, firm or corporation whatsoever for any injury or damage that may result to any person or property by or from any cause whatsoever, on or about the subdivision of said land covered by this agreement, or any part thereof. **Subdivider** hereby releases and agrees to indemnify, defend and save the **City** and its agents, officials and employees harmless from and against any and all injuries to and death of persons and damages to property, and all claims directly or indirectly from the performance of any or all work to be done in and upon the premises adjacent thereto pursuant to this Agreement, and also from all injuries to and deaths of persons, and damage to property, all claims, demands, costs, losses, damage and liability, howsoever same may be caused, either directly or indirectly made or suffered by **Subdivider**, **Subdivider's** agents, employees and subcontractors, while engaged in the performance of said work. **Subdivider** further agrees that the use, for any purpose and by any person, of any and all the streets and improvements hereinbefore specified shall be at the sole and exclusive risk of **Subdivider** at all times prior to

final acceptance by the **City** of all completed street and other improvements thereon and therein.

B. Insurance Requirements for Subdivider:

Subdivider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **Subdivider**, his agents, representatives, employees or subcontractors.

1. Minimum scope of insurance – coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
 - b. Insurance Services Office form number CA0001 covering automobile liability, Code 1 (any auto).
 - c. Worker's compensation Insurance as required by the State of California and Employer's Liability Insurance.
2. Minimum limits of insurance – **Subdivider** shall maintain limits no less than:
 - a. General liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - c. Employee liability: \$1,000,000 per accident for bodily injury and property.
 - d. Course of construction: complete value of the project.
3. Deductibles and self-insured retention – any deductibles or self-insured retention must be declared to and approved by the Entity. At the option of the Entity, either the insurer shall reduce or eliminate such deductibles or self-insured retention as requested by the Entity, its officers, officials, employees and volunteers, or **Subdivider** shall procure a bond

guaranteeing payment of losses and related investigations claim administration and defense expenses.

4. Other insurance provisions – the general liability and automobile liability policies shall contain, or endorse to contain, the following provisions:
 - a. The Entity, its officers, agents and volunteers are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of **Subdivider**, products and completed operations of **Subdivider**, premises owned, occupied, or used by **Subdivider**, or automobiles, owned, leased, hired or borrowed by **Subdivider**. The coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officers, officials, employees, agents or volunteers.
 - b. For any claims related to this project, **Subdivider's** insurance coverage shall be primary insurance as respects to the Entity, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be in excess of **Subdivider's** insurance and shall not contribute to it.
 - c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided by the Entity, its officers, officials, employees, agents or volunteers.
 - d. **Subdivider's** insurance shall apply separately to each insured against which suit is brought except with respect to the limits of the insurer's liability.
 - e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced on coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the Entity.
5. Course of Construction policies shall contain the following provisions.
 - a. Entity shall be named as loss payee.
 - b. The insurer shall waive all rights of subornation on against Entity.

6. Acceptability of insurers – insurance is to be placed with a current A.M. Best's rating of no less than A: VII.
7. Verification of coverage – **Subdivider** shall furnish the Entity with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity. All endorsements are to be received and approved by the Entity before work commences. As an alternative to the Entity forms, **Subdivider's** insurer may provide complete, certified, copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
8. Subcontractors – **Subdivider** shall include all subcontractors as insured under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9. MISCELLANEOUS PROVISIONS

- A. **Subdivider** shall remedy any defective work or labor or any defective materials and pay for any damage to other work resulting within a period of one (1) year from the date of recordation of the Notice of Completion.
- B. **Subdivider** and his subcontractors shall pay for any materials, provisions and other supplies used in, upon, form or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the **City** pursuant to Section 3800 of the Labor Code, a certificate of Worker's Compensation for the duration of the period of construction.
- C. **Subdivider** shall comply with the latest edition of State of California, Title 24, Building, Mechanical, Plumbing, Electrical, and Zoning Codes and any other codes of the **City** and the City of Dinuba and State of California.
- D. It shall be the responsibility of **Subdivider** to coordinate all the work done by his contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the **City** be placed in the position of making decisions that are the responsibility of **Subdivider** to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of **Subdivider** to notify the City Engineer may cause delays for which **Subdivider** shall be solely responsible.
- E. Whenever **Subdivider** varies the period during which work is carried on each day, he shall give due notice to the City Engineer so that proper inspection may be

provided. If **Subdivider** fails to duly notify the **City** as herein required, any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve **Subdivider** of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good, and suitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials were not previously identified by the City Engineer or Inspector and accepted.

- F. Any damage to the underground utilities, concrete work or street paving that occurs after construction shall be made good to the satisfaction of the City Engineer by **Subdivider** before release of securities, or final acceptance of the complete work. When the pavement on any existing street is disturbed or removed, such pavement shall be replaced immediately with temporary or other approved temporary pavement/surfacing methods until the permanent pavement is placed. The temporary pavement shall be maintained in a safe and passable condition at all times between the commencement and final completion of all construction.
- G. Time is of the essence of this Agreement and same shall bind and insure to the benefit of the parties hereto, their successors and assigns.
- H. No assignment of the Agreement or of any duty of obligation of performance hereunder shall be made in whole or in part by **Subdivider** without prior written consent of the **City**.
- I. **Subdivider** shall pay development impact fees as adjusted by the City Council on September 25, 2018, for each of the **33** single family dwelling units to be constructed in the Castro Estates Phase II Subdivision as follows:

Police Facilities	\$1,196.07
Fire Protection	\$1,569.50
Parks	\$3,145.00
Transportation	\$6,533.00
Wastewater	\$1,730.00
Water	\$2,005.00
Storm Drain	\$1,387.00
TOTAL	\$17,565.57/ lot

From this amount, **Subdivider** will receive fee credits as identified in section 9.N, below. Credits due **Subdivider** will be applied to appropriate facility category. Fee credits will be applied on a per lot basis until total fee credits due to **Subdivider** are depleted. **City** will not issue payment of fee credits to Subdivider. Once fee credits due are exhausted, any remaining impact fees due the **City** shall be paid along with the issuance of each residential building permit. In the event that fee credits exceed the total due for the corresponding facility category, credit balance

will be carried over to subsequent phases of development or remedied by some other mutually agreed upon arrangement.

J. **Subdivider** shall be aware that fees listed in this agreement largely pertain to infrastructure impact fees and are therefore not all-inclusive. In addition to the identified impact fees **Subdivider** shall pay building permit, meter set, hook-up fees, school fees and any other related fees with the issuance of each building permit for each residential unit.

K. A public improvements inspection fee (4% of the value of the public improvements) and public improvements plan check fee (3% of the value of the public improvements) shall be paid to the **City** before the beginning of any construction. These fees have been calculated based on an estimate provided by QK Engineering dated October 10, 2023. Said fees are estimates and may be increased by the **City**, if necessary.

L. The **Subdivider** shall, upon recordation of the Final Map, pay the following fees:

Community Facilities District (CFD) Formation/Annex	\$ 3,025*
Parks Master Plan	\$ 786
Public Improvements Plan Check Fee	\$ 64,677
Public Improvements Inspection Fee	\$ 86,236
Final Map Fee	\$ 1,665*

* Plus any applicable outsourcing fees

TOTAL **\$156,389**

M. All lot areas are shown on the Castro Estates Phase II Final Map with the expectation of the following:

Number of Lots 33

Acreage: 14.16

N. The **Subdivider** shall receive fee credits as described in a supplementary reimbursement agreement that will be prepared at a later date and that shall become a material part of this agreement.

O. The provisions of this Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

P. In the event litigation is brought to enforce the terms of or interpret this agreement, the prevailing party shall be entitled to an award of attorney fees and costs, including expert witness fees.

Q. **Subdivider** shall be responsible for obtaining any and all permits as required by the State, County, and other agencies prior to start of construction (NPDES Storm water permit, etc.).

10. SPECIAL DISTRICT FORMATION

- A. **Subdivider** and **City** may form a Community Facilities District or Districts (or other public finance district under State law, as appropriate) for the purpose of financing the construction, acquisition, or maintenance of public infrastructure and facilities within the Project area or for the provision of services (“Project CFD(s)”). If requested by **Subdivider**, **City** may determine whether to form one or more Project CFD(s) for the purpose of providing services or financing for the acquisition or reconstruction of some or all of the improvements and facilities eligible for CFD financing within and associated with the Project, including those improvements which will mitigate impacts of the Project upon areas inside and outside of the Project with a useful life of 5 years or longer, and will be owned operated and maintained by the **City** or another public agency as authorized under Government code section 53311 *et seq.* and **City** policy.
- B. **Subdivider** further consents to the levying of the initial special tax as established pursuant to applicable State law, **City** Municipal Code requirements, and **City** procedures.
- C. It is herewith further understood and agreed that **Subdivider** shall provide to each purchaser of a lot within this Subdivision a Notice of the formation of a public finance district which shall inform said purchaser that the real property being purchased is within the boundaries of a public finance district and is therefore subject to an special tax levy in perpetuity.

11. DUST CONTROL

- A. Adequate dust control shall be maintained by **Subdivider** on all streets within and outside the subdivision on which work is required to be done under this Agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. “Adequate dust control” as used herein shall mean the sprinkling of the streets with water thereon with sufficient frequency to prevent the scattering of dust by wind of the activity of vehicles and equipment onto any street area or private property adjacent to subdivision.
- B. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to **Subdivider** to comply with the provisions of this paragraph forthwith. Such notice may be personally served upon **Subdivider** or, if **Subdivider** is not an individual, upon any person who has signed this agreement on behalf of **Subdivider** or, at the election of the City Engineer, such notice may be mailed to **Subdivider** at his address on file with the City Engineer. If, within twenty-four (24) hours after such personal service of such notice or with forty-eight hours after the mailing thereof as herein provided, **Subdivider** shall not have

commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable, to eliminate the scattering of dust, by equipment and personnel of the **City** or by contract as the City Engineer shall determine. **Subdivider** shall pay to the **City** forthwith, upon receipt of billing therefore, the entire cost to the **City** of such sprinkling.

- C. A permit is required by the San Joaquin Valley Air Pollution Control District or for the construction.
- D. The Best Management Practices and SWPPP documents required by the State shall be provided and implemented prior to any work commenced.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written

For the **Subdivider**:

JJR Management Services Inc.
A California corporation, its Operating Manager
Joseph A. Leal, President

For the **City**:

Luis Patlan, City Manager
City of Dinuba

CONTROL SHEET

**Castro Estates, Phase II
Subdivision Agreement**

AGREEMENT APPROVED AS TO CONTENT:

City Attorney

City Engineer

Director of Administrative Services

Fire Chief

Police Chief

Public Works Director

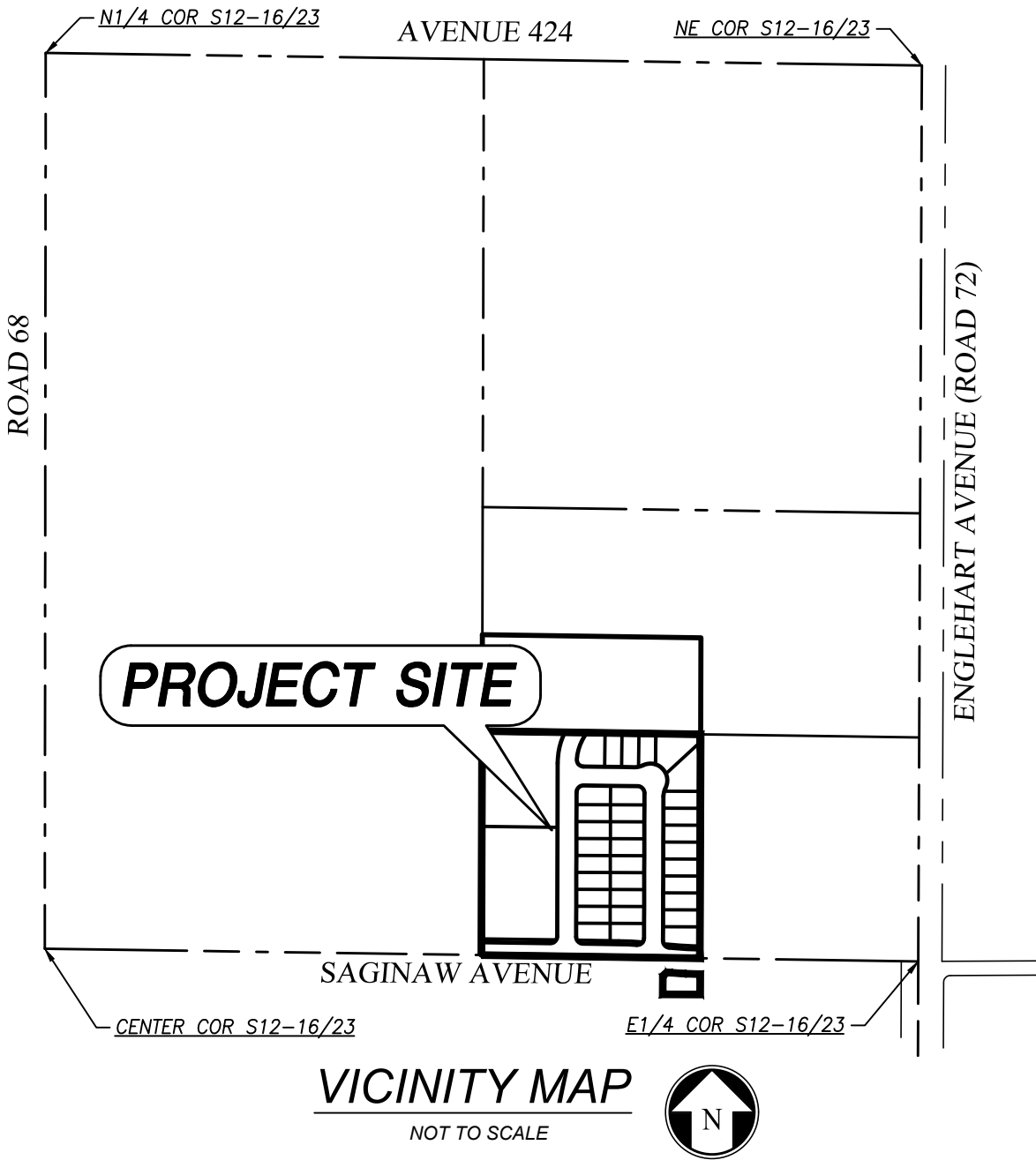
SJVH - MONTEBELLA - PH 2

BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT 2022-01,
PERFECTED BY GRANT DEED RECORDED AS DOCUMENT NUMBER 2023-0000654,
AND SITUATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 16 SOUTH,
RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN.
IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.

OCTOBER 2023
BY:

FOR: **SAN JOAQUIN VALLEY HOMES**
5607 AVENIDA DE LOS ROBLES
VISALIA, CA 93291
(559) 732-2660

SEPTEMBER 2023



THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. AN EASEMENT FOR WATER DITCH PURPOSES IN FAVOR OF E. O. REESE PER BOOK 104 OF DEEDS, PAGE 471, T.C.R.
NOTE: THIS EASEMENT CANNOT BE PRECISELY PLOTTED FROM THE LEGAL DESCRIPTION. NO IRRIGATION DITCH WAS OBSERVED DURING THIS FIELD SURVEY. SAID EASEMENT NOT SHOWN HEREON.
2. AN EASEMENT FOR WATER DITCH PURPOSES IN FAVOR OF PENNSYLVANIA ORR PER BOOK 109 OF DEEDS, PAGE 167, T.C.R.
NOTE: THIS EASEMENT WAS RESERVED IN 1902 FOR A WATER DITCH EXISTING AT THAT TIME. NO WATER DITCH WAS OBSERVED DURING THIS FIELD SURVEY. SAID EASEMENT NOT SHOWN HEREON.
3. A PRIVATE RIGHT OF WAY IN FAVOR OF HENRY SUDERMAN PER BOOK 1576, PAGE 280, O.R.T.C.
4. AN EASEMENT FOR CONTRUSTION AND MAINTENANCE OF AN UNDERGROUND WATERLINE IN FAVOR OF WATSON MCKERALL AND CORA MCKERALL PER BOOK 1899, PAGE 514, O.R.T.C.
NOTE: THIS EASEMENT DESCRIPTION IS BLANKET IN NATURE AND DESCRIBES THE SW1/4 OF SE1/4 OF NE1/4 OF S12-16/23. NOT PLOTTABLE.
5. THE RIGHT OF F.W. FREEMAN TO RUN WATERT THROUGH A DITCH IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 AS ESTABLISHED IN A DECREE OF THE SUPERIOR COURT OF THE COUNTY OF TULARE ENTERED APRIL 3, 1916, IN CASE NO. 8588.
6. EASEMENTS FOR PUBLIC UTILITIES AND BLOCK WALL PURPOSES IN FAVOR OF THE CITY OF DINUBA PER THAT CERTAIN MAP OF CASTRO SUBDIVISION, MONTEBELLA PHASE 1, FILED IN VOLUME 44 OF MAPS, AT PAGE 97, TULARE COUNTY RECORDS.
7. AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF PACIFIC GAS & ELECTRIC COMPANY PER D.N. 2023-0021664, O.R.T.C.
NOTE: THIS EASEMENT IS SHOWN TO BE WITHIN SAGINAW AVENUE, OUTSIDE THE BOUNDARY OF THIS MAP, AND IS NOT SHOWN HEREON.
8. AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF PACIFIC GAS & ELECTRIC COMPANY PER D.N. 2023-0021665, O.R.T.C.

PURSUANT TO SECTION 66434 (g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE ABANDONED AND NOT SHOWN HEREON

1. AN EASEMENT FOR ROAD PURPOSES IN FAVOR OF THE CITY OF DINUBA PER D.N. 2022-0059353.
2. AN EASEMENT FOR STORM DRAIN AND DIRT STOCKPILE PURPOSES IN FAVOR OF THE CITY OF DINUBA PER D.N. 2022-0059354.

RECORD TITLE INTEREST STATEMENT

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

- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
1. LOTS A, B, C, D & E FOR PUBLIC UTILITIES, LANDSCAPE AND BLOCK WALL PURPOSES, AND THE MAINTENANCE THEREOF
 2. THOSE PORTIONS OF SAGINAW AVENUE, DAISY AVENUE, APRICOT STREET AND BARE OAK AVENUE AS SHOWN WITHIN THE BOUNDARY OF THE SUBDIVISION HEREIN FOR PUBLIC STREET AND UTILITY PURPOSES
- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
3. BLOCK WALL EASEMENTS FOR BLOCK WALL PURPOSES AND DESIGNATED AS "BWE" HEREIN
 4. PUBLIC UTILITY EASEMENTS FOR PUBLIC UTILITY INSTALLATION AND MAINTENANCE PURPOSES, AND DESIGNATED AS "PUE" HEREIN

FOR: PRESIDIO J. JR MONTEBELLA 175, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: JJR MANAGEMENT SERVICES INC., A CALIF CORP. ITS OPERATING MANAGER

BY : _____
JOSEPH A LEAL, ITS PRESIDENT AND SECRETARY

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
(PRINT NAME) _____
MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____
PRINCIPAL OFFICE IN THE COUNTY OF _____

BENEFICIARY'S STATEMENT

SURETEC INSURANCE COMPANY, BENEFIARY UNDER DEED OF TRUST RECORDED JANUARY 25, 2023 AS DOCUMENT NUMBER 2023-0003749, OFFICIAL RECORDS OF TULARE COUNTY, HEREBY CONSENTS TO THE RECORDING OF THIS MAP.

NAME:
TITLE:

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
(PRINT NAME) _____
MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____
PRINCIPAL OFFICE IN THE COUNTY OF _____

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83(2017.50), ZONE 4, SHOWN LOCALLY BY THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12-16/23 TAKEN TO BE NORTH 00°13'47" EAST, AND IS BASED UPON GPS OBSERVATIONS FROM CSRN STATIONS RAPT, AND P566, BOTH HAVING PUBLISHED ACCURACIES OF LESS THAN 1 CM.

SURVEYOR'S STATEMENT

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 SAN JOAQUIN VALLEY HOMES IN NOVEMBER 2022 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, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____ 20____.

ANTONIO S. WESTERLUND, P.L.S. 9399

CITY SURVEYOR'S STATEMENT

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

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 THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

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 _____ 20____.

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

BY: _____
DEPUTY CLERK

CITY PLANNING COMMISSION'S STATEMENT

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

CRYSTAL FLORES, SECRETARY _____ DATE _____

CITY CLERKS STATEMENT

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DINUBA HELD ON THE _____ DAY OF _____ 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING ON 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 AND APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED HEREON.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF DINUBA

THIS _____ DAY OF _____ 20____.

MARIA ALANIZ

CITY CLERK

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID _____

FILED THIS _____ DAY OF _____, 20____, AT _____M.

IN VOLUME _____ OF MAPS, AT PAGE _____, TULARE COUNTY RECORDS,

AT THE REQUEST OF _____.

TARA FREITAS, CPA
TULARE COUNTY ASSESSOR/CLERK RECORDER

BY: _____
DEPUTY

LEGAL DESCRIPTION

ALL OF LOT 38 OF THAT CERTAIN MAP ENTITLED "CASTRO SUBDIVISION, MONTEBELLA PHASE 1", FILED IN VOLUME 44 OF MAPS, AT PAGE 97, TULARE COUNTY RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.
TOGETHER WITH THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 2475, FILED IN BOOK 25 OF PARCEL MAPS, AT PAGE 76, TULARE COUNTY RECORDS, SITUATED IN THE NORTHEAST QUARTER OF SAID SECTION 12, SAID CITY, COUNTY, AND STATE, DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 1, SAID CORNER BEING THE INTERSECTION OF AN EASTERLY LINE OF SAID PARCEL 1 WITH THE MOST SOUTHERLY LINE OF SAID PARCEL 1;
THENCE ALONG SAID EASTERLY LINE, NORTH 00°11'49" EAST, A DISTANCE OF 945.73 FEET;
THENCE PARALLEL WITH SAID MOST SOUTHERLY LINE OF SAID PARCEL 1, NORTH 89°09'59" WEST, A DISTANCE OF 645.14 TO THE WEST LINE OF SAID PARCEL 1;
THENCE ALONG SAID WEST LINE, SOUTH 00°09'50" WEST, A DISTANCE OF 945.74 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;
THENCE ALONG SAID MOST SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°09'59" EAST, A DISTANCE OF 644.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 14.16 ACRES, MORE OR LESS.

OVERALL BOUNDARY

SJVH - MONTEBELLA - PH 2

BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT 2022-01, PERFECTED BY GRANT DEED RECORDED AS DOCUMENT NUMBER 2023-0000654, AND SITUATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN. IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.

OCTOBER 2023

CONTROL DIAGRAM
N.T.S.

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- FOUND SECTION CORNER/QUARTER CORNER AS NOTED.
- FOUND 1/16 CORNER AS NOTED.
- FOUND 3/4" IRON PIPE, PER P1, NO TAG
- CONTINUALLY OPERATING REFERENCE STATION (CORS)
- FOUND STREET MONUMENT AS NOTED
- C.R. CORNER RECORD
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY
- () RECORD DATA PER NOTED REFERENCE
- M/XX MEASURED AND RECORD DATA PER REFERENCE XX
- CXX CALCULATED RECORD DATA PER REFERENCE XX
- PUE PUBLIC UTILITIES EASEMENT OFFERED PER SHEET 1
- S.F.N.F. SEARCHED FOR, NOTHING FOUND
- T.C.R. TULARE COUNTY RECORDS

- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES
- SHEET INDEX LINE

REFERENCES

- P1 PARCEL MAP NO. 2475, P.M. 25-76, T.C.R.
- T1 TRACT MAP VOL 44 PAGE 97, T.C.R.
- D1 PER DOCUMENT NUMBER 2023-0000655

SURVEY NOTES

- ALL DISTANCES SHOWN HEREON ARE GROUND DATA. TO OBTAIN GRID DATA, MULTIPLY GROUND DATA BY THE PROJECT SPECIFIC COMBINATION FACTOR OF 0.999931.
- THE VALUES REFERENCED ABOVE AND SHOWN HEREON WERE COMPUTED USING A LEAST SQUARES ADJUSTMENT HOLDING FIXED THE NAD83 ECEF COORDINATES, AS PUBLISHED BY THE CSRC AND SHOWN HEREON, OF THE FOLLOWING STATIONS:
HORIZONTAL CONSTRAINTS: RAPT, P566
VERTICAL CONSTRAINT: RAPT
- CCS83 COORDINATES AND DATA ARE SHOWN ONLY FOR COMPLIANCE WITH THE PUBLIC RESOURCES CODE.
- NO FGDC ACCURACY IS CLAIMED FOR THIS SURVEY.
- ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET, UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83(2017.50), ZONE 4, SHOWN LOCALLY BY THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12-16/23 TAKEN TO BE NORTH 00°13'47" EAST, AND IS BASED UPON GPS OBSERVATIONS FROM CSRN STATIONS RAPT, AND P566, BOTH HAVING PUBLISHED ACCURACIES OF LESS THAN 1 CM.

COORDINATE LISTING

STATION	NAD83 ECEF COORDINATES (METERS)			CCS83 (COMPUTED)		GEIOD18 ELEVATION	COMBINATION FACTOR	MAPPING ANGLE
	X (ECEF)	Y (ECEF)	Z (ECEF)	NORTHING	EASTING			
P566	-2512243.6313	-4489742.6982	3757304.2870	2001309.36	6494126.84			
RAPT	-2518375.6442	-4460529.3423	3787683.7800	2125482.92	6430069.93	394.97		
E1/4 COR S12				2084812.95	6440380.35	331.51	0.999931	-0°14'46.9"
NE COR S12				2087457.25	6440390.95	331.77	0.999930	-0°14'46.9"

SJVH - MONTEBELLA - PH 2

BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT 2022-01, PERFECTED BY GRANT DEED RECORDED AS DOCUMENT NUMBER 2023-0000654, AND SITUATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN. IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.

OCTOBER 2023

MONUMENT NOTES

UNLESS OTHERWISE NOTED, ALL REAR CORNERS ARE SET WITH A 3/4" IRON PIPE TAGGED "PLS 9399"; ALL FRONT CORNERS ARE SET WITH A BRASS TAG STAMPED "PLS 9399" FLUSH IN TOP OF CURB ON A 9.75 FOOT PROJECT OF SIDE LOT LINE, WHERE THERE IS NO SIDE LOT LINE, SAID 9.75 FEET BEING MEASURED PERPENDICULAR TO THE RIGHT OF WAY LINE. EXCEPTION TO PROJECTION DISTANCE:
SIDELINE COMMON TO LOTS 27/28 - 10.12'
SIDELINE COMMON TO LOTS 28/29 - 10.47'
SIDELINE COMMON TO LOTS 29/30 - 10.29'
SIDELINE COMMON TO LOTS 30/31 - 9.94'

REFERENCES

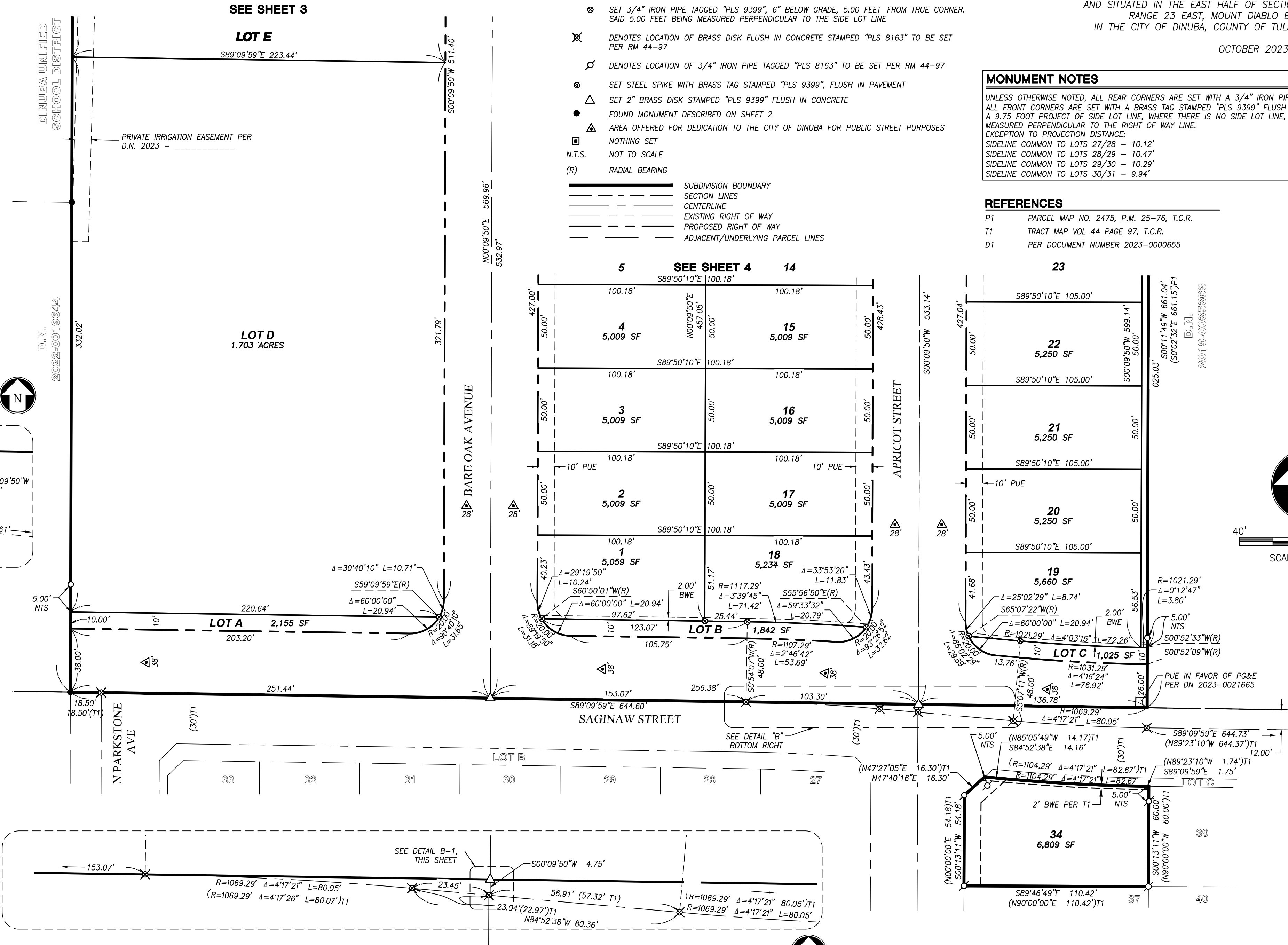
P1 PARCEL MAP NO. 2475, P.M. 25-76, T.C.R.
T1 TRACT MAP VOL 44 PAGE 97, T.C.R.
D1 PER DOCUMENT NUMBER 2023-0000655

LEGEND

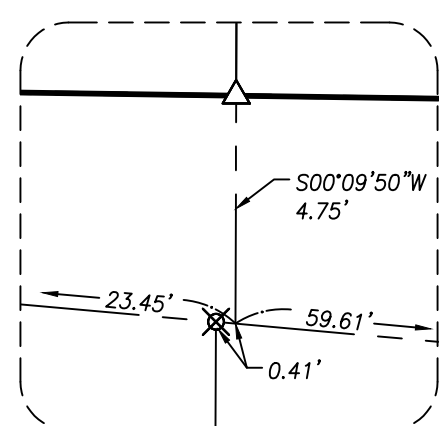
ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- SET 3/4" IRON PIPE TAGGED "PLS 9399" IN CONCRETE, 6" BELOW GRADE (TYPE B MONUMENT PER DESIGN DETAIL M-7)
- ⊗ SET 3/4" IRON PIPE TAGGED "PLS 9399", 6" BELOW GRADE, 5.00 FEET FROM TRUE CORNER. SAID 5.00 FEET BEING MEASURED PERPENDICULAR TO THE SIDE LOT LINE
- ⊗ DENOTES LOCATION OF BRASS DISK FLUSH IN CONCRETE STAMPED "PLS 8163" TO BE SET PER RM 44-97
- ⊗ DENOTES LOCATION OF 3/4" IRON PIPE TAGGED "PLS 8163" TO BE SET PER RM 44-97
- ⊗ SET STEEL SPIKE WITH BRASS TAG STAMPED "PLS 9399", FLUSH IN PAVEMENT
- △ SET 2" BRASS DISK STAMPED "PLS 9399" FLUSH IN CONCRETE
- FOUND MONUMENT DESCRIBED ON SHEET 2
- △ AREA OFFERED FOR DEDICATION TO THE CITY OF DINUBA FOR PUBLIC STREET PURPOSES
- NOTHING SET
- N.T.S. NOT TO SCALE
- (R) RADIAL BEARING

SUBDIVISION BOUNDARY
SECTION LINES
CENTERLINE
EXISTING RIGHT OF WAY
PROPOSED RIGHT OF WAY
ADJACENT/UNDERLYING PARCEL LINES



DETAIL "B-1"



SEE SHEET 2 FOR BASIS OF BEARINGS AND OVERALL BOUNDARY
SEE SHEET 2 FOR SUBDIVISION BOUNDARY AND SHEET INDEX

DETAIL "B"

1"=20'

SJVH - MONTEBELLA - PH 2

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OCTOBER 2023

LEGEND

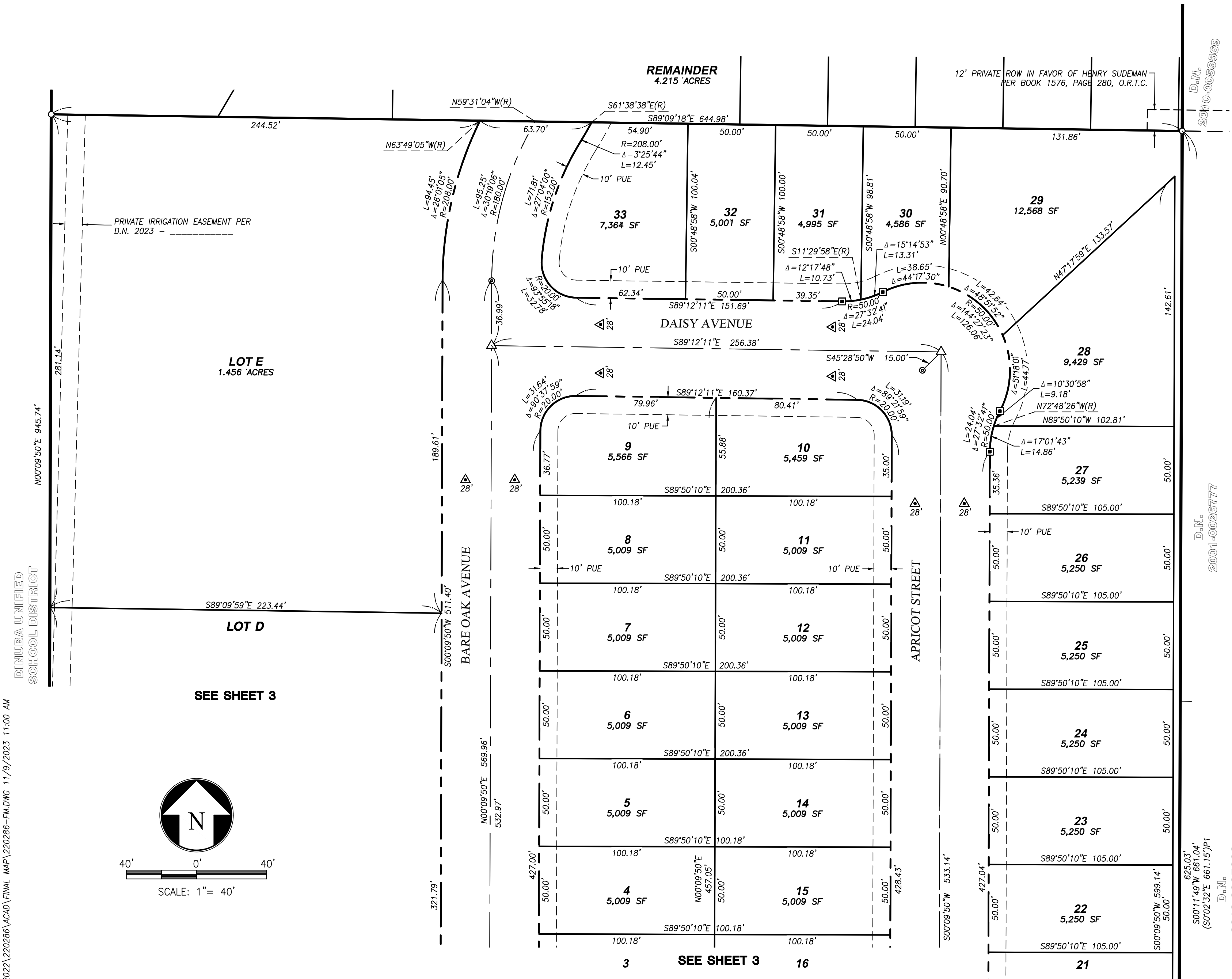
- ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
- SET 3/4" IRON PIPE TAGGED "PLS 9399" IN CONCRETE, 6" BELOW GRADE (TYPE B MONUMENT PER DESIGN DETAIL M-7)
 - ⊗ SET 3/4" IRON PIPE TAGGED "PLS 9399", 6" BELOW GRADE, 5.00 FEET FROM TRUE CORNER. SAID 5.00 FEET BEING MEASURED PERPENDICULAR TO THE SIDE LOT LINE
 - ⊗ DENOTES LOCATION OF BRASS DISK FLUSH IN CONCRETE STAMPED "PLS 8163" TO BE SET PER RM 44-97
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 - △ SET 2" BRASS DISK STAMPED "PLS 9399" FLUSH IN CONCRETE
 - FOUND MONUMENT DESCRIBED ON SHEET 2
 - △ AREA OFFERED FOR DEDICATION TO THE CITY OF DINUBA FOR PUBLIC STREET PURPOSES
 - NOTHING SET
 - N.T.S. NOT TO SCALE
 - (R) RADIAL BEARING
- SUBDIVISION BOUNDARY
--- SECTION LINES
--- CENTERLINE
--- EXISTING RIGHT OF WAY
--- PROPOSED RIGHT OF WAY
--- ADJACENT/UNDERLYING PARCEL LINES

MONUMENT NOTES

UNLESS OTHERWISE NOTED, ALL REAR CORNERS ARE SET WITH A 3/4" IRON PIPE TAGGED "PLS 9399"; ALL FRONT CORNERS ARE SET WITH A BRASS TAG STAMPED "PLS 9399" FLUSH IN TOP OF CURB ON A 9.75 FOOT PROJECT OF SIDE LOT LINE, WHERE THERE IS NO SIDE LOT LINE, SAID 9.75 FEET BEING MEASURED PERPENDICULAR TO THE RIGHT OF WAY LINE. EXCEPTION TO PROJECTION DISTANCE:
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SIDELINE COMMON TO LOTS 30/31 - 9.94'

REFERENCES

- P1 PARCEL MAP NO. 2475, P.M. 25-76, T.C.R.
T1 TRACT MAP VOL 44 PAGE 97, T.C.R.
D1 PER DOCUMENT NUMBER 2023-0000655



SEE SHEET 2 FOR BASIS OF BEARINGS AND OVERALL BOUNDARY
SEE SHEET 2 FOR SUBDIVISION BOUNDARY AND SHEET INDEX



City Council Staff Report

Department: FINANCE SERVICES

November 14, 2023

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Jacqueline Lopez, Senior Fiscal Analyst

Subject: Resolution No. 2023- 58 approving the Intergovernmental Transfer Agreement (IGT) with the California Department of Public Health Care Services (DHCS) for EMS Ambulance Transport Services Reimbursements (KS)

RECOMMENDATION

Council adopt Resolution No. 2023-58 approving the Intergovernmental Transfer Agreement (IGT) with the California Department of Health Care Services for EMS Ambulance Transport Services reimbursements and authorizing the City Manager to execute all agreements associated with the program.

EXECUTIVE SUMMARY

Under the IGT Program, counties and other political subdivision or governmental entities in the State may elect to transfer funds to the state in support of the Medi-Cal program. These funds are used as a match for federal funds, which are eventually returned to the EMS providers through their respective Medi-Cal Managed Care Health Plan Providers.

OUTSTANDING ISSUES

None.

DISCUSSION

The IGT Program requires the transfer of eligible local dollars from the city to the Department of Health Care Services (DHCS). DHCS, in turn, uses the transferred funds from local governments to increase monthly rates it paid Medi-Cal Managed Care Health Plan Providers in the prior fiscal year, thus allowing DHCS to receive additional federal funding from the Centers for Medicare and Medicaid Services (CMS) for payment to Medi-Cal Managed Care Health Plan Providers.

Participation in the IGT program provides an opportunity for the city to collect ambulance transport fees that would not otherwise be available.

FISCAL IMPACT

Participation in the program will result in approximately \$1,600,000 to the Ambulance Fund. The table below provides the approximate transfer amounts. The City of Dinuba Fire Department would need approximately \$1,200,000 of funds to wire to the Department of Health Care Services (DHCS), to receive payment of \$2,815,466 back, leaving the City with net revenue of \$1,618,534.

CY 2022 VRRP Estimates	Anthem	CalViva	Total
CY 2022 IGT Contribution Amount	\$229,995	\$767,448	\$997,443
DHCS Admin Fee	\$45,999	\$153,490	\$199,489
CY 2022 Transfer Amount	\$275,994	\$920,938	\$1,196,932
Est. MCP Payment Amounts	\$780,328	\$2,035,138	\$2,815,466
Est. Net New Revenue			\$1,618,534

The proposed funds to be transferred to the DHCS will be allocated from the Ambulance Fund and will be returned as enhanced Medi-Cal payments.

PUBLIC HEARING

None.

ATTACHMENTS:

Resolution No. 2023-58
Intergovernmental Agreement #IGT-22-0006

RESOLUTION 2023-58

A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS TO ALLOW THE DINUBA FIRE DEPARTMENT TO PARTICIPATE IN AN INTERGOVERNMENTAL TRANSFER WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) IN ORDER TO INCREASE THE DEPARTMENT'S REIMBURSEMENT FOR EMS AMBULANCE TRANSPORT SERVICES PROVIDED TO COUNTY HEALTH PLANS (ANTHEM BLUE CROSS AND CALVIVA) MEMBERS FOR CY 2022

WHEREAS, the City of Dinuba, through its Fire Department, regularly provides emergency ambulance transport to persons who are Medi-Cal patients enrolled in managed care plans; and

WHEREAS, the City participates in various governmental programs that provide reimbursement of costs incurred in providing such emergency services to Medi-Cal patients; and

WHEREAS, pursuant to the authority of Welfare & Institutions Code, section 14164 and 14301.4, since 2006 the California Department of Health Care Services (DHCS) has been offering a voluntary rate range Intergovernmental Transfer Program to allow healthcare providers such as the City of Dinuba Fire Department to access federal matching funds for reimbursement through their Medi-Cal Managed Care Health Plan Providers; and

WHEREAS, the City may pursue an intergovernmental Transfer to DHCS through its Medi-Cal Managed Care Health Plan Provider, Anthem Blue Cross and CalViva ; and

WHEREAS, by participating in the Intergovernmental Transfer Program, the City will receive reimbursements for a larger proportion of its actual costs for providing emergency ambulance transport to Medi-Cal patients enrolled in managed care plans; and

WHEREAS, under the intergovernmental Transfer Program, the funds shall be transferred in accordance with a mutually agreed upon schedule between the City of Dinuba and DHCS;

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the Dinuba Fire Department to participate in an Intergovernmental Transfer (IGT) with the California Department of Health Care Services (DHCS) in order to increase the Department's reimbursements for EMS ambulance transport services provided by Anthem Blue Cross and CalViva for CY 2022.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute agreements with DHCS for the Dinuba Fire Department's participation in this program, subject to final approval as to form by the City Attorney.

BE IT FURTHER RESOLVED, that the City Council does hereby authorize the transfer of funds to DHCS pursuant to such agreements, in an amount approved by the City Manager and in accordance with a mutually agreed upon schedule, to be used solely as a portion of the non-federal share of actuarially sound Medi-Cal managed care capitation rate

increases for the Anthem Blue Cross and CalViva period January 1, 2022 through December 31, 2022.

PASSED, APPROVED AND ADOPTED this 14th day of November 2023, at a regular meeting of the Dinuba City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

Mayor of the City of Dinuba

City Clerk

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and CITY OF DINUBA (“GOVERNMENTAL FUNDING ENTITY”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (“PMPM”) contribution increments multiplied by member months, as reflected in Exhibit

1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2022, through December 31, 2022 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2022, through December 31, 2022 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2022. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share

of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2022, through December 31, 2022, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a

20 percent fee. DHCS has determined that \$ 0.00 of the transfer amounts, as shown in the table below, will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Greg Chastain, Fire Chief
420 East Tulare Street,
Dinuba, CA 93618
(559) 591-5931
gchastain@dinuba.ca.gov

With copies to:

Insert CC Info as identified by Funding Entity

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2022, and shall expire as of June 30, 2025 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

CITY OF DINUBA:

By: _____

Date: _____

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

David Bishop, Acting Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan	Funding Entity	County	Service Period	Participation %
CalViva Health	City of Dinuba	Fresno	1/2022 - 12/2022	4.08%
Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	\$ 0.11	1,697,955	\$ 186,775
Child	UIS	\$ 0.19	34,842	\$ 6,620
Adult	SIS	\$ 0.26	661,460	\$ 171,980
Adult	UIS	\$ 0.53	129,559	\$ 68,666
ACA Optional Expansion	SIS	\$ 0.05	951,175	\$ 47,559
ACA Optional Expansion	UIS	\$ 0.44	102,018	\$ 44,888
SPD	SIS	\$ 0.84	219,608	\$ 184,471
SPD	UIS	\$ 1.64	15,958	\$ 26,171
SPD/Full-Dual	SIS	\$ 0.22	136,532	\$ 30,037
SPD/Full-Dual	UIS	\$ 0.62	453	\$ 281
Est. FE Total			3,949,560	\$ 767,448

Health Plan	Funding Entity	County	Service Period	Participation %
Anthem Blue Cross	City of Dinuba	Fresno	1/2022 - 12/2022	4.54%
Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	\$ 0.12	630,567	\$ 75,668
Child	UIS	\$ 0.17	11,585	\$ 1,969
Adult	SIS	\$ 0.27	257,475	\$ 69,518
Adult	UIS	\$ 0.49	35,419	\$ 17,355
ACA Optional Expansion	SIS	\$ 0.06	530,628	\$ 31,838
ACA Optional Expansion	UIS	\$ 0.62	37,367	\$ 23,168
SPD	SIS	\$ 0.08	92,024	\$ 7,362
SPD	UIS	\$ 0.47	6,632	\$ 3,117
SPD/Full-Dual	SIS	\$ -	50,805	\$ -
SPD/Full-Dual	UIS	\$ -	219	\$ -
Est. FE Total			1,652,721	\$ 229,995

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs.



City Council Staff Report

Department: FINANCE SERVICES

November 14, 2023

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

Subject: Fiscal Year 2023/24 First Quarter Financial Report (KS)

RECOMMENDATION

Council to accept the financial report for the first quarter of the 2023/2024 fiscal year.

EXECUTIVE SUMMARY

The City Charter requires the preparation of a quarterly report comparing budgeted revenues and expenditures to actual amounts. The quarterly report summarizes the City's revenue and expenditure activity for the first quarter of the fiscal year from July 1, 2023 through September 30, 2023 by fund type. This report meets the charter requirements.

OUTSTANDING ISSUES

None.

DISCUSSION

GENERAL FUND REVENUES

As summarized in Attachment 'A', the General Fund revenues received in the first quarter ending September 30, 2023, total 16% of the annual budget estimates while expenditures are just a little below the benchmark at 24%. It is important to note that certain revenues are collected at various times throughout the year and, therefore, are not reflected in the first quarter report. For example, the first installment of property tax revenues is collected in December/January. Staff is confident that projected revenues and expenditures will be consistent with what was budgeted.

Property Tax

Through the first quarter the City has not received any property tax revenue. At 0%, the major portion of property tax revenue is not scheduled to be distributed to cities until the end of December or early January. The Mid-year, or second quarter report,

will better reflect actual revenues compared to projections.

Motor Vehicle In Lieu

As is the case with Property tax, the motor vehicle in lieu revenues are also 0%. This revenue is property tax shares allocated to cities and counties that began in fiscal year 2004-2005 as compensation of Vehicle License Fee previously allocated to cities and counties by the state. The first payment is made each year in the month of December.

Sales Tax

The sales tax revenues represent the largest funding source in the general fund. Actual revenues collected in the first quarter are at 15%. Revenues are expected to be on target.

Utility Users Tax

Utility user's tax is paid to the city one month in arrears. For the first quarter the amount received is \$467,087 or 24%. Amounts vary because usage varies from one season (hot summer) to the next (mild fall) and the next (cold winter).

Transient Occupancy Tax (TOT)

TOT Taxes are currently at 0%. These taxes are received on a quarterly basis from overnight hotel stays. The first payment will be received in October.

Business Licenses

The city receives a large portion of business license receipts at the beginning of each fiscal year. Through the first quarter, the revenue is at 66%. This revenue category will routinely appear high during the first quarter of every year.

Permits, Fines, Service Fees

Charges for services are on target for the quarter at 34%. Recreational activities and permits make up a large portion of these estimated revenues.

Overhead, Internal Service

The internal services charges are on target at 25%. These charges are allocated to the appropriate funds on a monthly basis.

Other Revenue

Other revenues are from grants, franchise tax, investments, reimbursements, and miscellaneous receipts at 70% through the first quarter, it is anticipated that they will

still be aligned to the budget at the end of the fiscal year.

GENERAL FUND EXPENDITURES

The city has expended roughly 24% of its appropriations as of September 30, 2023. All departments are on target to their budgeted lines from actual to budget for the quarter.

REVENUES AND EXPENDITURES - ALL FUNDS

As summarized in Attachment 'B' the summary of all funds revenues reflects the revenues and expenditures for the first quarter ending September 30, 2023, by fund type.

ENTERPRISE FUNDS

Utility Funds

Through September expenses exceed revenues in the Water, Sewer and Disposal funds. While revenues were at 17% or less through September for the utility funds, expenses were at 20%, 14% and 23% respectively. The difference is primarily due to semi-annually debt payments paid during the month of September. The difference is also due to the way revenues are received. At end of this quarter the utility fund revenues only reflect one month's worth of revenues due to the timing of the billing cycles. The newly passed utility rates for water and sewer were approved to be implemented in October, therefore the new rates are not reflected in this quarter's financials.

Transit

Expenses are at 23% of projected budget. The revenues are at 0% due to the way the receipts are handled in this fund. Funds were previously received from Fresno County, the State of California, and the federal government, but now that the Tulare County Regional Transit Authority (TCRTA) joint powers authority is managing the City's transit, revenues received (reimbursements) will be solely from the TCRTA.

Ambulance

The revenues in the Ambulance fund are a little over the first quarter benchmark at 28% while expenses are at 22% through the end of September.

Internal Service Funds

Insurance

For the first quarter the expenses are at 50% of the budgeted amounts. This is due to one-time payments made in the first quarter while revenue is at 26%.

Special Revenues

Gas Tax and Transportation

The funds are currently at 7% and 6% in revenue respectively due to the timing of the revenue from the varying funding sources while expenses are at 21% and 20% respectively.

Public Safety Sales Tax (Measure F)

Current expenditures in the Public Safety Fund are hovering right around the target at 23%. The fund is currently at 9% in revenue received. This reflects only one month of revenue as the state distributes the sales tax revenue two month in arrears. Staff anticipates the fund to be on target at the end of the year.

COPS and POST Training

Revenues for these funds are at 1% due to the nature of these grants, expenses are made first, and then the reimbursement is received. The expenses are currently at 39%.

Successor Agency

Current expenditures in the Successor Agency Fund are at 73% as debt service payments are made in the first quarter. Revenue is at 0% as property tax revenues are not received until December.

CAPITAL FUNDS

Transportation Construction

Through September, expenses are at 3% while revenues are at 0%; however, the expense must be made in order to receive reimbursement.

DEBT SERVICE FUNDS

The long-term debt funds of General, Sewer and the Financing Authority are all showing expenses up to 52% through the first quarter of the year. This is due to a significant debt service payment being made in the first quarter. These payments are made semiannually and thus skew the first quarter picture. Additionally, principal payments are paid in the fall and not in the spring. Revenues and expenses are projected to meet the budgeted amount by the end of the year.

FISCAL IMPACT

Revenues and expenditures for all fund types are expected to be on target.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. General Fund Revenues and Expenditures
- B. Summary of All Funds

GENERAL FUND
For the Period Ending 9/30/2023

<u>REVENUES</u>	BUDGET 2023-2024	REVENUES AS OF 9/30/2023	PERCENTAGE REVENUES 9/30/2023
Property Tax	1,939,400	7,198	0%
Motor Vehicle In Lieu of VLF	2,525,000	0	0%
Sales Tax	11,635,000	1,690,014	15%
Utility Users Tax	1,950,000	467,087	24%
Transient Occupancy Tax	290,000	0	0%
Business Lic Tax	280,000	186,186	66%
Franchise Tax	333,000	0	0%
Permits/Fines/Service Fees	1,418,567	483,847	34%
Overhead	1,215,536	303,884	25%
Other	541,927	381,417	70%
<i>Total Revenues</i>	\$22,128,430	\$3,519,632	16%

<u>EXPENDITURES</u>	BUDGET 2023-2024	EXPENDITURES AS OF 9/30/2023	PERCENTAGE EXPENDITURES 9/30/2023
City Council	124,755	25,401	20%
City Attorney	200,000	9,189	5%
City Manager	299,223	92,961	31%
Human Resources	271,655	79,663	29%
Finance	814,045	231,175	28%
General Services	1,943,178	314,473	16%
Community Services	2,843,895	791,703	28%
Police Services	6,904,077	2,197,595	32%
Fire Services	2,308,088	735,405	32%
Community Development	1,710,434	341,796	0%
One-Time Expenses	2,392,049	341,796	14%
<i>Total Expenditures</i>	\$19,811,399	\$5,161,156	26%

QUARTERLY REPORT FUND ANALYSIS - ALL FUNDS

For the Period Ending 9/30/2023

2023-2024

	REVENUES			APPROPRIATIONS		
	FY 2023/24 BUDGET	REVENUES AS OF 9/30/23	PERCENT REC'S YTD	FY 2023/24 BUDGET	EXPENSES AS OF 9/30/23	PERCENT USED YTD
<u>GENERAL FUND</u>						
General Fund - Operating Budget	\$21,881,290	\$3,360,939	15%	\$17,419,350	\$15,109,310	87%
General Fund - one time items	\$247,140	\$0	0%	\$2,392,049	\$0	0%
<i>Sub-total</i>	<i>\$22,128,430</i>	<i>\$3,360,939</i>	<i>15%</i>	<i>\$19,811,399</i>	<i>\$15,109,310</i>	<i>76%</i>
<u>ENTERPRISE FUNDS</u>						
Vocational Center	0	22,972		0	276	
Ridge Creek Golf Club	3,722,671	868,158	23%	3,705,455	976,983	26%
Water	3,396,744	402,082	12%	3,503,006	711,503	20%
Sewer	3,902,748	343,357	9%	4,265,933	614,200	14%
Disposal	3,491,740	607,822	17%	3,316,704	750,470	23%
Transit	290,067	0	0%	289,842	65,466	23%
CNG Station	139,730	23,127	17%	294,037	30,693	10%
Ambulance	5,226,700	1,477,813	28%	5,222,761	1,145,918	22%
<i>Sub-total</i>	<i>\$20,170,400</i>	<i>\$3,745,331</i>	<i>19%</i>	<i>\$20,597,738</i>	<i>\$4,295,508</i>	<i>21%</i>
<u>SPECIAL REVENUE FUNDS</u>						
Special Community Events	16,900	16,954	100%	33,932	9,272	27%
Gas Tax	987,230	67,196	7%	898,855	192,291	21%
Transportation	1,368,970	79,181	6%	1,255,135	247,008	20%
Road Repair & Acctabililty Act (SB1)	706,478	109,407	15%	630,293	0	0%
Impact Fees	2,871,930	36,851	1%	3,063,869	2,460	0%
Public Safety Sales Tax	3,200,000	282,804	9%	3,397,728	792,969	23%
COPS/Post Training Fund	110,000	654	1%	179,028	70,509	39%
State Fire Suppression Reimb	0	0	0%	740,479	16,836	2%
Fire/EMS Training	18,000	0	0%	0	0	0%
HOME/CDBG	1,194,960	48,640	4%	1,532,023	259,837	17%
Successor Agency	3,500,000	5,567	0%	3,453,430	2,512,024	73%
Downtown Improvement District	0	10,314	0%	0	6,124	0%
Assessment Districts	510,662	0	0%	487,752	134,413	28%
Community Facilities Districts	89,665	1,250	1%	69,166	24,662	36%
<i>Sub-total</i>	<i>\$14,574,795</i>	<i>\$658,818</i>	<i>5%</i>	<i>\$15,741,690</i>	<i>\$4,268,405</i>	<i>27%</i>
<u>INTERNAL SERVICE FUNDS</u>						
Insurance Risk	2,480,072	638,694	26%	2,508,559	1,248,778	50%
Health	3,085,824	852,923	28%	3,065,000	681,618	22%
Technology Replacement	73,919	0	0%	69,820	9,003	13%
Fleet Maintenance	437,384	109,622	25%	437,666	116,987	27%
Property & Facility Maintenance	405,521	101,966	25%	363,531	92,936	26%
<i>Sub-total</i>	<i>\$6,482,720</i>	<i>\$1,703,205</i>	<i>26%</i>	<i>\$6,444,576</i>	<i>\$2,149,322</i>	<i>33%</i>
<u>CAPITAL FUNDS</u>						
Transportation Construction	8,539,548	0	0%	7,237,826	240,164	3%
Water Capital Projects	2,748,701	0	0%	2,748,701	28,079	1%
Sewer Capital Projects	297,266	0	0%	87,613	36,266	41%
MTBE	67,000	0	0%	67,000	0	0%
DBCP	0	48	0%	0	0	0%
Facilities Capital Projects	3,297,412	0	0%	3,113,934	596,287	19%
<i>Sub-total</i>	<i>\$14,949,927</i>	<i>\$48</i>	<i>0%</i>	<i>\$13,255,074</i>	<i>\$900,796</i>	<i>7%</i>
<u>DEBT SERVICE FUNDS</u>						
General Debt	127,717	0	0%	127,717	62,073	49%
Water Debt	506,116	5,879	1%	508,016	1,100	0%
Sewer Debt	829,244	7,431	1%	833,544	702,686	84%
Financing Authority Debt	1,793,025	10,298	1%	1,793,026	936,913	52%
<i>Sub-total</i>	<i>\$3,256,102</i>	<i>\$23,608</i>	<i>1%</i>	<i>\$3,262,303</i>	<i>\$1,702,771</i>	<i>52%</i>



City Council Staff Report

Department: FINANCE SERVICES

November 14, 2023

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

Subject: Fiscal Year 2023/24 Cash Investment Report for the Quarter Ending September 30, 2023 (KS)

RECOMMENDATION

Council to review and accept the City of Dinuba Cash and Investment report for the first quarter of fiscal year 2023/24.

EXECUTIVE SUMMARY

The investment report summarizes the city's cash and rates of return on investments for the first quarter of fiscal year 2023/24 from July through September 2023. This report is informational only with no action required.

OUTSTANDING ISSUES

None.

DISCUSSION

Cash and Investment Summary

The cash and investment summary through the first quarter of the 2023/24 fiscal year covers the city's cash position and return on investments for the first three months of the fiscal year, July 1, 2023, through September 30, 2023.

The city's cash and investments as of September 30, 2023, total \$59.4 million as reflected on Table 1 and summarized in Attachment 'A'.

Table 1: Cash Summary as of September 30, 2023

Cash/Investment Type	Amount (in millions)
----------------------	----------------------------

Banks & Deposits	\$3.86
Trustee Cash and Investments	\$1.78
Local Agency Investment Fund (LAIF)	\$4.70
Money Market Deposit (PIMMA)	\$8.97
California Asset Management Program (CAMP)	\$38.99
Tulare County Investment Pool	\$1.13
Total Cash & Investments	\$59.43

Portfolio and Managed Investments

The City invests with the Local Agency Investment Fund (LAIF). LAIF is a pooled investment fund established by the state to provide cities with safe investment option that is administered by the State of California Treasurer's Office. Interest rates in LAIF lag behind the current economic trends; as such, earnings or returns are typically lower than other investment vehicles. At the end of the first quarter, the interest rate for LAIF was at 3.15%.

The City invests in Mechanics Bank's Public Investment Money Market Account (PIMMA). At the end of September, the PIMMA interest rate was at 4.86%.

Investments with the Tulare County Investment Pool began last year on November 7, 2022. The Tulare County Treasury Pool objectives align with those of the city by making the primary objective to provide safety of principal, and secondly to provide adequate liquidity to meet all requirements which might be reasonably anticipated; and lastly to earn a rate of return that is commensurate with the first two objectives. Participation in the Tulare County Investment Pool gives the City of Dinuba an investment option similar to that of LAIF (Local Agency Investment Fund). The Tulare County Pool interest rate at the end of the first quarter was 2.73% for Tulare County.

The city began investing in the California Asset Management Program (CAMP) Joint Powers Authority (JPA) in January 2023. CAMP's Trust's Cash Reserve Portfolio (Pool) is a short-term portfolio which seeks to preserve principal, provide daily liquidity and earn a high level of income. The Pool is a long-established short-term investment alternative for California public agencies. At the end of September, the interest rate for CAMP was at 5.55%.

In summary, the city's interest earnings on cash and investments in the first quarter of the fiscal year totaled \$736,176. The City's Cash and Investment Summary is enclosed as Attachment 'A'.

FISCAL IMPACT

The City's monetary resources are organized and accounted for on a fund basis with

some of those funds being restricted for specified uses and others that are unrestricted. For investment purposes, all funds are invested as a pool.

The investment report for the period ending June 30, 2023 shows a combined pool balance of \$59,430,839, of which, \$736,176 was the combined pool interest earnings.

The combined pooled interest earnings of \$736,176 are broken down as follows:

LAIF - Local Agency Investment Fund	\$36,568
PIMMA - Public Investment Money Market Account	\$189,419
CAMP - California Asset Management Program	\$468,820
Tulare County Investment Pool	\$41,368

Total Interest Earned Through the First Quarter \$736,176.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Cash and Investment Summary



**Cash and Investment Summary
As of September 30, 2023**

				2023/24	
Name of Institution	Purpose	Rate	Actual Cash Balance or Portfolio Market Value	Fiscal Year to date Interest Earnings	
Cash In Banks					
Mechanics Bank	Accounts Payable, Payroll, Golf		3,769,131		
Bank of the Sierra	Police		85,604		
Petty Cash	Various City Departments		9,070		
Total Cash Deposits			<u>\$3,863,805</u>		
Cash and Investments with Fiscal Agents (Trustee)					
US Bank	Safe Drinking Water		467,788		
US Bank	2012 Lease Revenue Bonds		716,477		
US Bank	2012 Wastewater Revenue Bonds		597,138		
Total Trustee Deposits			<u>\$1,781,402</u>		
Portfolio Investments					
LAIF - Local Agency Investment Fund	State of California Investment	3.15%*	4,698,250		36,568
PIMMA - Public Investment Money Market Account	Money Market Investment	4.86%*	8,968,204		189,419
Total Portfolio Investments			<u>\$13,666,453</u>		<u>\$225,988</u>
Managed Investments					
CAMP - California Asset Management Program**	Joint Powers Authority Investment	5.55%*	38,991,518		468,820
Tulare County Investment Pool***	Tulare County Investment	2.73%*	1,127,660		41,368
Total Managed Investments			<u>\$40,119,178</u>		<u>\$510,188</u>
Total Cash and Investments			<u>\$59,430,839</u>		<u>\$736,176</u>

* The rate indicated is at the end of the period indicated on the report. Daily rates vary

** Managed by PFM Financial Advisors

*** Managed by Tulare County Treasury Staff and PFM Financial Advisors



City Council Staff Report

Department: CITY CLERK

November 14, 2023

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Proclamation No. 2023-07 Veterans Day 2023 (MA)

RECOMMENDATION

Council to adopt Proclamation 2023-07 in observation of Veterans Day November 11, 2023.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Proclamation No. 2023-07 Veterans Day 2023

CITY OF DINUBA

Proclamation

Veteran's Day

WHEREAS, the brave men and women who have served in our armed forces have contributed immeasurably to the preservation of America's freedom and to the advancement of the goal of world peace; and

WHEREAS, Veterans are the true heroes of the United States of America whose story should be shared with each generation to perpetuate respect for their sacrifices and acknowledge the value of our liberty and way of life; and

WHEREAS, it is fitting that we set aside a special day each year to honor our veterans and give public expression of our esteem for them; and

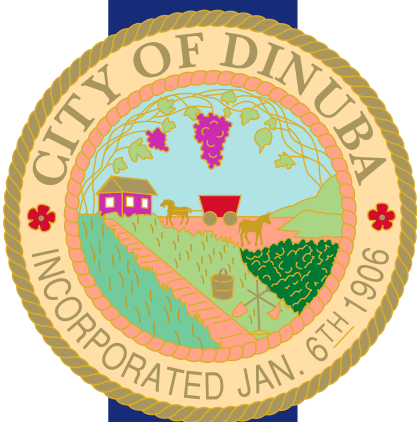
WHEREAS, it has long been our custom to commemorate November 11, the anniversary of the ending of World War I, by paying tribute to the heroes of that tragic struggle and by rededicating ourselves to the cause of peace; and

WHEREAS, in order to expand the significance of that commemoration and in order that a grateful Nation might pay appropriate homage to the veterans of all its wars who have contributed so much to the preservation of this Nation; and

WHEREAS, we honor our heroes of the armed forces who have protected our great Nation and our precious freedom; and

NOW, THEREFORE, I, Maribel Reynosa, Mayor of the City of Dinuba, do hereby proclaim November 11, 2023, as Veteran's Day and on that day, let us solemnly remember the sacrifices of all those who fought so valiantly for our freedom.

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 14th day of November two-thousand-twenty-three.



Maribel Reynosa, Mayor

Attest
Maria Alaniz, City Clerk

2023-07



City Council Staff Report

Department: CITY CLERK

November 14, 2023

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Request for Excused Absence Council Member Kuldip Thusu (MA)

RECOMMENDATION

Council to excuse the absence of Council Member Kuldip Thusu from the City Council meeting of October 24, 2023.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

FISCAL IMPACT

Council Member Kuldip Thusu was unable to attend the City Council meeting on October 24, 2023. Council Member Thusu requested that the City Council excuse his absence from the October 24, 2023 meeting.

PUBLIC HEARING

None required.



City Council Staff Report

Department: CITY CLERK

November 14, 2023

To: Mayor and City Council
From: Maria Alaniz, City Clerk/Human Resources Director
Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting of October 24, 2023 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, October 24, 2023



**October 24, 2023
MINUTES**

COUNCIL MEMBERS PRESENT:

Nerio-Guerrero, Launer, Prado, Reynosa

COUNCIL MEMBERS ABSENT:

Thusu

STAFF MEMBERS PRESENT:

Alaniz, Avila, Chastain, James, Hurtado, Iriarte, Montejano, Patlan, Solis, Watts, Yanez

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

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

1.2. Invocation

The invocation was led by Chief Iriarte.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Director Hurtado.

2. AGENDA CHANGES OR DELETIONS

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

None.

3. REQUEST TO ADDRESS COUNCIL

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.

Rosalie Ware approached the podium with information regarding the Dinuba HEROES Project. The project is meant to honor military Veterans with banners to be displayed outside the Dinuba Memorial Hall. Ware is asking for sponsorship from the community to cover the cost of the banner in the amount of \$40 each. Ware presented a sample of the banners and would like to encourage the community to help honor local Veterans.

Applications can be found online at www.dinubaheroes.com.

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

Proclamation No. 2023-06 "Together a Better Community" Declaration of Unity (MA)

RECOMMENDATION

Council to approve Proclamation No. 2023-06 recognizing the Dinuba Christian Ministerial Association commitment to the City of Dinuba in working together in unity for the good of the community.

4.2. SUBJECT

Cancellation of City Council Meeting Scheduled on November 28 and December 26, 2023 (DJ)

RECOMMENDATION

Council to consider cancelling the scheduled City Council meeting of Tuesday, November 28 and December 26, 2023, due to the Thanksgiving and Christmas holidays.

4.3. SUBJECT

Resolution No. 2023-52, Authorization to execute Clean California Local Grant Program documents (DJ)

RECOMMENDATION

Council adopt Resolution No. 2023-52 authorizing the City Manager or designee to execute all required agreements and documentation associated with the CalTRANS Clean California Grant Program.

4.4. SUBJECT

Agreement with Tulare County Consolidated Ambulance Dispatch for Dispatch Services (GC)

RECOMMENDATION

Council approve the agreement with Tulare County Consolidated Ambulance Dispatch (TCCAD) and authorize the City Manager to execute the agreement.

4.5. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting of October 10, 2023 as presented.

4.6. SUBJECT

Mental Health Awareness Outreach hosted by Dinuba High School (SH)

RECOMMENDATION

Council approve co-sponsorship for the Mental Health Awareness Outreach hosted by Dinuba High School NAMI Club and use of the Entertainment Plaza with proposed fees waived in the amount of \$272.

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

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa

Absent: Thusu

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register October 13 & 20 2023 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Launer, second by Vice Mayor Nerio-Guerrero, to review and approve the Warrant Register as presented.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa

Absent: Thusu

6. PUBLIC HEARING

6.1. SUBJECT

Resolution No. 2023-53, Proposal for 44-lot Tentative Subdivision Map (Rose View Estates, Phase II), neighborhood park and offsite improvements (KSch)

RECOMMENDATION

City Council conduct a public hearing and adopt the following:

Resolution No. 2023-53 (Attachment "A") approving a Vesting Tentative Subdivision Map (Rose View Estates, Phase II) to create 44 single family residential lots and associated improvements, including the extension of Wright Street to connect to Kamm Avenue and conversion of the existing park basin into seven single family residential lots.

City Planning Consultant, Karl Schoettler presented information on the proposed subdivision Rose View Estates, Phase II to be located at the southeast intersection of Grace Lane and Wright Street. Schoettler presented a subdivision

map and samples of the proposed 44 residential lots with tree-lined streets and streetlamps. The project includes an extension of Wright Street to Kamm Avenue, the conversion of the existing basin into seven residential lots, and a green space mini-park. Schoettler advised that the proposed subdivision was approved by the Planning Commission at the October 3, 2023 meeting.

Council member Launer asked if the lot sizes were comparable with the surrounding neighborhood lots. Schoettler advised they are consistent with the existing neighborhood lots.

Mayor Reynosa expressed concern about the size of the green space. Reynosa believes the additional lots will add to the neighborhood's flood issues. Reynosa expressed concern about the additional traffic on Wright Street.

City Engineer Watts will look into why the current subdivision is having flooding problems. Watts advised that the basin was meant as a temporary solution, the existing 48-inch line drain is sufficient to handle this area. Watts advised that the Kamm Avenue and Alta Avenue Safety Study will be shared with the council to help with questions and concerns, and if needed improvements can be made. Reynosa addressed that funding would need to be secured for any additional safety improvements.

Launer and Reynosa expressed concerns regarding density in the area, the size of the green space, and traffic on Wright Street.

Launer asked if a modification could be made on Wright Street and Grace Lane, instead of going through to Alta Avenue. Watts advised that the only way to exit is Kamm Avenue and College Avenue.

Mayor Reynosa opened the public hearing.

A staff member from Precisions Engineering approached the podium to advise that his firm would work with city staff to provide suitable options for Wright Street.

Wyatt Thomason approached the podium and asked for development details. Watts advised that both traffic and pedestrian views have been taken into consideration. Thomason asked how bike lanes fit into the plans, and asked for better specs. Watts advised that bike lanes are on Kamm Avenue, they are never in residential areas.

Mayor Reynosa closed the public hearing.

The Council approved Resolution No. 2023-53 with the conditions of increasing the green space/park by two lots, no tree-lined streets; traditional sidewalks should be installed, and a traffic mitigation plan for Kamm Avenue should be presented to Council prior to construction.

A motion was made by Council Member Prado , second by Council Member Launer, to adopt Resolution No. 2023-53 approving a Vesting Tentative Subdivision Map for Rose View Estates, Phase II, including the extension of Wright Street to connect to Kamm Avenue and conversion of the existing park basin into seven single-family residential lots, with the conditions of increasing the

green space/park by two lots, no tree-lined streets; traditional sidewalks should be installed, and a traffic mitigation plan for Kamm Avenue should be presented to Council prior to construction.

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

6.2. SUBJECT

Appeal of Planning Commission Decision on Application 2023-10, Variance for freestanding sign at Mercantile Row Shopping Center (KSch)

RECOMMENDATION

City Council consider the information provided regarding Application 2023-10, a Variance for a freestanding sign at Mercantile Row Shopping Center, and vote to affirm or overturn the decision of the Planning Commission, by adopting Resolution 2023-54.

City Planning Consultant, Karl Schoettler presented a variance application for a third sign at the Mercantile Row Shopping Center. Schoettler advised that the Planning Commission has voted to approve the third sign but has limited the sign to 10 feet. The applicant has submitted an appeal to the Planning Commission's decision.

Mayor Reynosa opened the public hearing.

No comments were received.

Mayor Reynosa closed the hearing

A motion was made by Vice Mayor Nerio-Guerrero, second by Council Member Prado , to overturn the decision of the Planning Commission, by adopting Resolution 2023-54.

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

7. MAYOR/COUNCIL REPORTS

Council Member Launer reported attending the Kings Tulare Commission on Aging Conference and shared that it was well attended by supporting agencies. Launer reported that on the 20th, the State Center Community College will be hosting a Ribbon Cutting for the EMT/Police Academy training facility. Launer shared that she attended the Tulare County Environmental Health training on mobile units.

Vice Mayor Nerio-Guerrero shared that she attended the Alta Historical Society Dia de Los Muertos event; visited the Senior Center and signed up as a Senior Center member. Nerio-Guerrero reported that she was approached by residents with a petition for a lighted crosswalk at Crawford and Terrace.

Mayor Reynosa shared that she was at the Senior Center to view the new electronic Kiln donation from Raymond Dall to the senior ceramics group. Reynosa advised that she attended the training presented by the Tulare County Health Department.

8. CITY MANAGER COMMUNICATIONS

None.

9. CITY STAFF COMMUNICATIONS

City Attorney Yanez reported that he has accepted a new job with Tulare County. Yanez stated In the next few weeks, he will be at the city meetings with a fellow attorney who will be taking over city business.

Interim Public Works Director Avila reported that crews have been working on the Pamela Basin for the last few days. Avila shared that they have received 114 applications for the Clerical Assistant vacancy. Avila reported that the State of California has extended its Water Assistance Program through March 2024, the program is administered by CSET.

City Engineer Watts reported that the courts at KC Vista Park are being painted and will be completed shortly along with the parking lot lighting. Watts shared that the El Monte Way and Crawford Avenue intersection prepping are going well, and the Englehart grading for Montebella I and II is moving quickly.

Parks and Community Service Director Hurtado reported that staff attended the Aging Conference. Hurtado shared that the Fall Harvest Fling is next week at the Entertainment Plaza. Hurtado reported that staff is wrapping up soccer season and basketball season is in need of coaches. Hurtado reported staff changes at the Senior Center, new staff will be presented to the council soon. Launer asked if a large-screen TV could be purchased for the Senior Center.

Police Chief Iriarte reported that a new Dispatcher is starting in 10 days. Iriarte shared that there are two new entry-level officers moving forward with the hiring process and that traffic control around the city is ongoing.

10. ADJOURNMENT

The meeting was adjourned at 7:55 p.m.



City Council Staff Report

Department: FINANCE SERVICES

November 14, 2023

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Maria Alaniz, City Clerk/Human Resources Director

Subject: Warrant Register October 27 & November 3, 9, 2023 (KS)

RECOMMENDATION

Council to review the Warrant Register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

WR 10.27.2023

WR 11.03.2023

WR 11.09.2023



Accounts Payable Invoice Report

Payment Date Range 10/21/23 - 10/27/23
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 1143 - AAA Quality Services, Inc.									
00119510	FY23/24-Parks-Centennial Park-Portable restroom service only	Paid by Check #44117		10/09/2023	10/27/2023	10/27/2023	10/23/2023	10/27/2023	20.00
00341409	FY23/24-Parks-Centennial Park-Portable restroom rental/service	Paid by Check #44117		10/21/2023	10/27/2023	10/27/2023	10/23/2023	10/27/2023	166.06
00341410	FY23/24-Parks-Nebraska Park-Portable restroom rental/service (2)	Paid by Check #44117		10/21/2023	10/27/2023	10/27/2023	10/23/2023	10/27/2023	280.13
Vendor 1143 - AAA Quality Services, Inc. Totals							Invoices	3	\$466.19
Vendor 479 - Able Industries									
723022	Able Ind clean up	Paid by Check #44118		07/31/2023	10/27/2023	10/27/2023		10/27/2023	720.00
823042	Able Ind clean up	Paid by Check #44118		08/31/2023	10/27/2023	10/27/2023		10/27/2023	2,356.25
Vendor 479 - Able Industries Totals							Invoices	2	\$3,076.25
Vendor 263 - Advantek Benefit Administrators									
10/20/2023	10/20/2023 Funding Request	Paid by Check #44119		10/20/2023	10/27/2023	10/27/2023		10/27/2023	120,831.38
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	1	\$120,831.38
Vendor 119 - American Backflow Specialties									
INV63597	American Backflow Specialist supplies water dept	Paid by Check #44120		10/04/2023	10/27/2023	10/27/2023		10/27/2023	682.97
Vendor 119 - American Backflow Specialties Totals							Invoices	1	\$682.97
Vendor 351 - Anthem Blue Cross									
000301913397	MEDDERS 975A79192 11/01/23-11/30/23	Paid by Check #44121		10/04/2023	10/27/2023	10/27/2023		10/27/2023	94.50
000301922182	TYLER 299A24237 11/01/23-11/30/23	Paid by Check #44122		10/04/2023	10/27/2023	10/27/2023		10/27/2023	90.60
000301948970	MAGYAR 792A24403 11/01/23-11/30/23	Paid by Check #44124		10/04/2023	10/27/2023	10/27/2023		10/27/2023	90.60
000301949179	HARTLEY 919M97599 11/01/23-11/30/23	Paid by Check #44125		10/04/2023	10/27/2023	10/27/2023		10/27/2023	94.50
000302955549	TYLER 141A75193 11/01/23-11/30/23	Paid by Check #44126		10/07/2023	10/27/2023	10/27/2023		10/27/2023	256.76
000302991869	HARTLEY 919M97595 11/01/23-11/30/23	Paid by Check #44127		10/07/2023	10/27/2023	10/27/2023		10/27/2023	257.10
000785433E	BILLING 11/01/2023-12/01/2023	Paid by Check #44128		10/18/2023	10/27/2023	10/27/2023		10/27/2023	627.50
000301933803	ROBERTS 102A78783 11/01/23-11/30/23	Paid by Check #44123		10/20/2023	10/27/2023	10/27/2023		10/27/2023	94.50
Vendor 351 - Anthem Blue Cross Totals							Invoices	8	\$1,606.06
Vendor 17 - AT&T									
481838	PD - Locate Service - DF2303357	Paid by Check #44129		10/06/2023	10/27/2023	10/27/2023		10/27/2023	175.00
939105447210/23	PW Telephone 09/10/23-10/09/23	Paid by Check #44133		10/10/2023	10/27/2023	10/27/2023		10/27/2023	47.80
939105447410/23	PW Telephone 09/10/23-10/09/23	Paid by Check #44134		10/10/2023	10/27/2023	10/27/2023		10/27/2023	47.98
939105447810/23	PW Telephone 09/10/23-10/09/23	Paid by Check #44135		10/10/2023	10/27/2023	10/27/2023		10/27/2023	24.67
939106901210/23	Parks Telephone 09/11/2023-10/10/23	Paid by Check #44131		10/10/2023	10/27/2023	10/27/2023		10/27/2023	67.34



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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
939105446210/23	DSC ATT 09/11/23-10/10/2023	Paid by Check #44137		10/11/2023	10/27/2023	10/27/2023		10/27/2023	79.56
939105474410/23	CS Telephone 09/11/2023-10/10/23	Paid by Check #44130		10/11/2023	10/27/2023	10/27/2023		10/27/2023	248.91
939103727710/23	PW Telephone 09/10/23-10/09/23	Paid by Check #44132		10/20/2023	10/27/2023	10/27/2023		10/27/2023	27.27
939105447710/23	PW Telephone 09/10/23-10/09/23	Paid by Check #44136		10/20/2023	10/27/2023	10/27/2023		10/27/2023	24.67
Vendor 17 - AT&T Totals				Invoices			9		\$743.20
Vendor 822 - Boundtree Medical LLC									
85122186	Supplies	Paid by Check #44138		10/16/2023	10/27/2023	10/27/2023		10/27/2023	375.69
85122187	Supplies	Paid by Check #44138		10/16/2023	10/27/2023	10/27/2023		10/27/2023	172.16
85122188	Supplies	Paid by Check #44138		10/16/2023	10/27/2023	10/27/2023		10/27/2023	64.56
85123812	Supplies	Paid by Check #44138		10/17/2023	10/27/2023	10/27/2023		10/27/2023	486.66
Vendor 822 - Boundtree Medical LLC Totals				Invoices			4		\$1,099.07
Vendor 364 - California Building Standards Commission									
1st QTR Bldg Std	1st QTR Building Standard 23/24	Paid by Check #44211		10/26/2023	10/27/2023	10/27/2023		10/27/2023	394.20
Vendor 364 - California Building Standards Commission Totals				Invoices			1		\$394.20
Vendor 1415 - California Depart. of Tax and Fee Administration									
ALT Fuel 09/2023	058-100947 7/01/23 to 9/30/23	Paid by EFT #2641		09/30/2023	10/23/2023	10/23/2023		10/23/2023	68.00
Vendor 1415 - California Depart. of Tax and Fee Administration Totals				Invoices			1		\$68.00
Vendor 411 - Central Valley Clean Water Association									
2324-27-G	Clean Water Assoc 23/24	Paid by Check #44139		08/31/2023	10/27/2023	10/27/2023		10/27/2023	3,350.00
Vendor 411 - Central Valley Clean Water Association Totals				Invoices			1		\$3,350.00
Vendor 1726 - Central Valley Salinity Coalition Inc.									
23-2660	P & O Study Contribution Years 2022 & 2023	Paid by Check #44140		08/23/2023	10/27/2023	10/27/2023		10/27/2023	4,616.36
Vendor 1726 - Central Valley Salinity Coalition Inc. Totals				Invoices			1		\$4,616.36
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.									
1457	Zoning Ordinance Update September 2023	Paid by Check #44141		10/04/2023	10/27/2023	10/27/2023		10/27/2023	15,062.50
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc. Totals				Invoices			1		\$15,062.50
Vendor 170 - Comcast									
0148160 10/11/23	1390 E ELIZABETH WAY 10/16/23-11/15/23	Paid by Check #44142		10/11/2023	10/27/2023	10/27/2023		10/27/2023	273.45
0148178 10/12/23	680 S ALTA AVE 10/17/23-11/16/23	Paid by Check #44143		10/12/2023	10/27/2023	10/27/2023		10/27/2023	584.59
Vendor 170 - Comcast Totals				Invoices			2		\$858.04
Vendor 999 - DavisFarr LLP									
15488	Services for September 202 GASB 34 Infrastructure Update 6/30/23	Paid by Check #44144		10/18/2023	10/27/2023	10/27/2023		10/27/2023	3,200.00
Vendor 999 - DavisFarr LLP Totals				Invoices			1		\$3,200.00
Vendor 1894 - Deere & Company Strategic Accounts Business Divisi									
117516473	JOHN DEERE 5120M Utility Tractor Sourcemell Member #103564	Paid by Check #44145		09/21/2023	10/27/2023	10/27/2023		10/27/2023	82,431.76



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Vendor 1894 - Deere & Company Strategic Accounts Business Divisi Totals									
						Invoices	1		\$82,431.76
Vendor 71 - Department of Conservation									
July/Sept 23 SMI	1st QTR SMIP 23/24	Paid by Check #44212		10/26/2023	10/27/2023	10/27/2023		10/27/2023	1,404.65
Vendor 71 - Department of Conservation Totals									
						Invoices	1		\$1,404.65
Vendor 77 - Department of Justice									
686836	PD - Fingerprint Services / September 2023	Paid by Check #44146		10/04/2023	10/27/2023	10/27/2023		10/27/2023	420.00
Vendor 77 - Department of Justice Totals									
						Invoices	1		\$420.00
Vendor 1558 - EMD Networking Services, Inc.									
137226	Repairs	Paid by Check #44147		10/17/2023	10/27/2023	10/27/2023		10/27/2023	585.00
Vendor 1558 - EMD Networking Services, Inc. Totals									
						Invoices	1		\$585.00
Vendor 1506 - Enterprise FM Trust									
FBN4861745	FY23/24-Parks/L&L-Dept. Leased Vehicles	Paid by Check #44148		10/04/2023	10/27/2023	10/27/2023	10/17/2023	10/27/2023	1,802.72
Vendor 1506 - Enterprise FM Trust Totals									
						Invoices	1		\$1,802.72
Vendor 280 - Entersect									
923EP31191	PD - September 2023 Service	Paid by Check #44149		09/30/2023	10/27/2023	10/27/2023		10/27/2023	100.00
Vendor 280 - Entersect Totals									
						Invoices	1		\$100.00
Vendor 16 - Ernest Packaging Solutions									
90833987	FY23/24-Parks-Cleaning/operating parks supplies	Paid by Check #44150		10/13/2023	10/27/2023	10/27/2023	10/18/2023	10/27/2023	899.37
Vendor 16 - Ernest Packaging Solutions Totals									
						Invoices	1		\$899.37
Vendor 36 - Ewing Irrigation Products									
20870445	FY23/24-Parks-Irrigation repair/maintenance parts-Nebraska Prk	Paid by Check #44151		10/20/2023	10/27/2023	10/27/2023	10/23/2023	10/27/2023	190.25
Vendor 36 - Ewing Irrigation Products Totals									
						Invoices	1		\$190.25
Vendor 1594 - Faysal Construction									
449	Sewer Lateral Installation - Off Main in Palmer Ave	Paid by Check #44152		09/22/2023	10/27/2023	10/27/2023		10/27/2023	28,000.00
Vendor 1594 - Faysal Construction Totals									
						Invoices	1		\$28,000.00
Vendor 1431 - Patricia Hartman									
November 2023	Anthem Reimb 11/01/2023-11/30/2023	Paid by Check #44153		10/20/2023	10/27/2023	10/27/2023		10/27/2023	94.50
Vendor 1431 - Patricia Hartman Totals									
						Invoices	1		\$94.50
Vendor 139 - Henry Schein Inc.									
57490377	Supplies	Paid by Check #44154		10/02/2023	10/27/2023	10/27/2023		10/27/2023	1,585.79
58526877	Supplies	Paid by Check #44154		10/09/2023	10/27/2023	10/27/2023		10/27/2023	2,132.74
Vendor 139 - Henry Schein Inc. Totals									
						Invoices	2		\$3,718.53
Vendor 1150 - Hoffman Security									
644578	DSC SECURITY 11/01/2023-11/30/2023	Paid by Check #44155		10/20/2023	10/27/2023	10/27/2023		10/27/2023	111.00
Vendor 1150 - Hoffman Security Totals									
						Invoices	1		\$111.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 5 - Jorgensen & Co.									
6089827	PD - Fire Extinguishers Service	Paid by Check #44156		09/19/2023	10/27/2023	10/27/2023		10/27/2023	428.59
		Vendor 5 - Jorgensen & Co. Totals				Invoices	1		\$428.59
Vendor 1014 - Knox Company									
INV-KA-232051	KnoxConnect License 1 yr.	Paid by Check #44157		10/19/2023	10/27/2023	10/27/2023		10/27/2023	584.00
		Vendor 1014 - Knox Company Totals				Invoices	1		\$584.00
Vendor 449 - Les Schwab Tire Centers of Central California									
55100323758	Les Schwab PD 18	Paid by Check #44158		10/16/2023	10/27/2023	10/27/2023		10/27/2023	343.39
55100323855	Les Schwab WWRP Dump Trailer	Paid by Check #44158		10/17/2023	10/27/2023	10/27/2023		10/27/2023	2,042.68
		Vendor 449 - Les Schwab Tire Centers of Central California Totals				Invoices	2		\$2,386.07
Vendor 89 - Liebert Cassidy Whitmore									
252516	DI030-00001 Client Matters September 2023	Paid by Check #44159		09/30/2023	10/27/2023	10/27/2023		10/27/2023	765.00
253194	DI030-00001 General September 2023	Paid by Check #44159		09/30/2023	10/27/2023	10/27/2023		10/27/2023	1,467.50
		Vendor 89 - Liebert Cassidy Whitmore Totals				Invoices	2		\$2,232.50
Vendor 1723 - Matson Alarm Co, Inc.									
4022280	FY23/24-Sportsplex-11/1-11/30-monitoring alarm system svc.	Paid by Check #44160		11/01/2023	10/27/2023	10/27/2023	10/17/2023	10/27/2023	96.00
		Vendor 1723 - Matson Alarm Co, Inc. Totals				Invoices	1		\$96.00
Vendor 1181 - McCormick, Kabot & Lew									
14767	General Matters August 2023	Paid by Check #44161		08/25/2023	10/27/2023	10/27/2023		10/27/2023	5,848.40
14768	RETAINER AUGUST 2023	Paid by Check #44161		08/25/2023	10/27/2023	10/27/2023		10/27/2023	3,300.00
		Vendor 1181 - McCormick, Kabot & Lew Totals				Invoices	2		\$9,148.40
Vendor 1780 - Tim McLean									
July-Sept 2023	Anthem Reimb 07/01/23-09/30/23	Paid by Check #44162		10/20/2023	10/27/2023	10/27/2023		10/27/2023	730.92
		Vendor 1780 - Tim McLean Totals				Invoices	1		\$730.92
Vendor 1931 - MissionSquare Plan Services									
2024-00000167	30 - 457 - Employee MissionSquare \$*	Paid by EFT #2642		10/26/2023	10/26/2023	10/26/2023		10/26/2023	2,640.29
		Vendor 1931 - MissionSquare Plan Services Totals				Invoices	1		\$2,640.29
Vendor 22 - Moore Twining Associates Inc.									
3377199	Moore WWTP Industrial	Paid by Check #44163		10/11/2023	10/27/2023	10/27/2023		10/27/2023	88.00
3377425	Moore WWTP Industrial	Paid by Check #44163		10/18/2023	10/27/2023	10/27/2023		10/27/2023	88.00
3377426	Moore WWTP In House	Paid by Check #44163		10/18/2023	10/27/2023	10/27/2023		10/27/2023	226.00
3377493	Moore WWTP Industrial	Paid by Check #44163		10/18/2023	10/27/2023	10/27/2023		10/27/2023	88.00
		Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	4		\$490.00
Vendor 392 - O'Reilly Auto Parts									
3641-156898	Supplies	Paid by Check #44164		10/18/2023	10/27/2023	10/27/2023		10/27/2023	95.95
		Vendor 392 - O'Reilly Auto Parts Totals				Invoices	1		\$95.95
Vendor 142 - Office Depot BSD									
331439724001	PD - Supplies	Paid by Check #44165		09/25/2023	10/27/2023	10/27/2023		10/27/2023	22.77



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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
333484082001	PD - Supplies	Paid by Check #44165		09/25/2023	10/27/2023	10/27/2023		10/27/2023	504.66
333492519001	PD - Supplies	Paid by Check #44165		09/25/2023	10/27/2023	10/27/2023		10/27/2023	63.02
331438797001	PD - Supplies	Paid by Check #44165		09/27/2023	10/27/2023	10/27/2023		10/27/2023	70.16
331855447001	PD- Supplies	Paid by Check #44165		09/28/2023	10/27/2023	10/27/2023		10/27/2023	132.37
335196232001	AMB Office Supplies	Paid by Check #44165		10/02/2023	10/27/2023	10/27/2023		10/27/2023	35.44
332913530002	AMB Office Supplies	Paid by Check #44165		10/06/2023	10/27/2023	10/27/2023		10/27/2023	14.09
334794994001	Admin office supplies	Paid by Check #44165		10/11/2023	10/27/2023	10/27/2023		10/27/2023	253.82
336553663-001	AMB Office Supplies	Paid by Check #44165		10/12/2023	10/27/2023	10/27/2023		10/27/2023	(9.99)
			Vendor 142 - Office Depot BSD Totals				Invoices	9	\$1,086.34
Vendor 1708 - James Olvera									
November 2023	Anthem Reimb 11/01/2023-11/30/2023	Paid by Check #44166		10/18/2023	10/27/2023	10/27/2023		10/27/2023	251.75
			Vendor 1708 - James Olvera Totals				Invoices	1	\$251.75
Vendor 1773 - Pace Supply Corp.									
198987796	Pace Supply	Paid by Check #44167		10/17/2023	10/27/2023	10/27/2023		10/27/2023	276.87
			Vendor 1773 - Pace Supply Corp. Totals				Invoices	1	\$276.87
Vendor 76 - Pacific Gas & Electric									
1693144969410/23	Parks - N/KAMM E/GREEN 09/08/23-10/09/23	Paid by Check #44179		10/10/2023	10/27/2023	10/27/2023		10/27/2023	378.99
5167308560410/23	S/E KAMM & ALTA 09/08/23-10/09/23	Paid by Check #44174		10/10/2023	10/27/2023	10/27/2023		10/27/2023	97.26
6724721106210/23	TULARE & L ST 09/08/23-10/09/23	Paid by Check #44175		10/10/2023	10/27/2023	10/27/2023		10/27/2023	120.29
6766387770110/23	TULARE & L ST 09/08/23-10/09/23	Paid by Check #44176		10/10/2023	10/27/2023	10/27/2023		10/27/2023	70.85
1349716235710/23	KAMM & GREEN 09/08/23-10/09/23	Paid by Check #44168		10/11/2023	10/27/2023	10/27/2023		10/27/2023	9,942.65
2946520700810/23	L & L 09/11/23-10/10/23	Paid by Check #44180		10/11/2023	10/27/2023	10/27/2023		10/27/2023	72.41
4964113683010/23	MILSAP & MYRTLE ALLEY 09/07/23-10/08/23	Paid by Check #44172		10/11/2023	10/27/2023	10/27/2023		10/27/2023	116.28
5027356573410/23	RANDLE AVE S/EL MONTE 09/11/23-10/10/23	Paid by Check #44173		10/11/2023	10/27/2023	10/27/2023		10/27/2023	17.97
6021181187610/23	Sportsplex - 201 N URUAPAN WAY 09/07/23-10/08/23	Paid by Check #44181		10/11/2023	10/27/2023	10/27/2023		10/27/2023	3,422.09
7314274871110/23	CS & Parks 08/31/23-10/01/23	Paid by Check #44182		10/11/2023	10/27/2023	10/27/2023		10/27/2023	4,371.81
8474719951510/23	ALTA & KAMM AVE 09/09/23-10/10/23	Paid by Check #44177		10/11/2023	10/27/2023	10/27/2023		10/27/2023	105.78
1557710974510/23	Parks 1851 E KAMM AVE 09/11/23-10/10/23	Paid by Check #44178		10/12/2023	10/27/2023	10/27/2023		10/27/2023	2,597.08
2073277197510/23	1088 E KAMM AVE 09/11/23-10/10/23	Paid by Check #44170		10/12/2023	10/27/2023	10/27/2023		10/27/2023	874.26
1561888272210/23	PW 09/13/23-10/12/23	Paid by Check #44169		10/13/2023	10/27/2023	10/27/2023		10/27/2023	160.56
3380779542310/23	2007 N CRAWFORD AVE 09/12/23-10/11/23	Paid by Check #44171		10/13/2023	10/27/2023	10/27/2023		10/27/2023	1,147.02



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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
3166578419010/23	3007 W KAMM AVE 09/18/23-10/17/23	Paid by Check #44183		10/18/2023	10/27/2023	10/27/2023		10/27/2023	172.97
Vendor 7 - Pena's Disposal Services		Vendor 76 - Pacific Gas & Electric Totals				Invoices	16		\$23,668.27
773100	PD - 40 YD Dumpster - DM2303390	Paid by Check #44184		10/16/2023	10/27/2023	10/27/2023		10/27/2023	650.72
773758	FY23/24-Parks- Yard waste disposal -Vuich Park 10/16/23	Paid by Check #44184		10/20/2023	10/27/2023	10/27/2023	10/19/2023	10/27/2023	332.18
Vendor 7 - Pena's Disposal Services Totals						Invoices	2		\$982.90
Vendor 1836 - Quality Landscape Construction Inc.		Vendor 1836 - Quality Landscape Construction Inc. Totals				Invoices	1		\$360.00
15734	FY23/24-Parks-Irrigation system evaluation/training-parks staff	Paid by Check #44185		10/18/2023	10/27/2023	10/27/2023	10/20/2023	10/27/2023	360.00
Vendor 38 - Reedley Irrigation System		Vendor 38 - Reedley Irrigation System Totals				Invoices	1		\$168.91
RIS-POS02-51942	FY23/24-Parks-Irrigation repair/maintenance parts-Nebraska Prk	Paid by Check #44186		10/19/2023	10/27/2023	10/27/2023	10/20/2023	10/27/2023	168.91
Vendor 124 - Reedley Veterinary Hospital		Vendor 124 - Reedley Veterinary Hospital Totals				Invoices	1		\$290.00
134	PD - September Disposal	Paid by Check #44187		10/01/2023	10/27/2023	10/27/2023		10/27/2023	290.00
Vendor 761 - Rod's Custom Signs Inc.		Vendor 761 - Rod's Custom Signs Inc. Totals				Invoices	1		\$939.43
14973	DSC FRONT SIGNS	Paid by Check #44188		10/24/2023	10/27/2023	10/27/2023		10/27/2023	939.43
Vendor 42 - Scout Specialties		Vendor 42 - Scout Specialties Totals				Invoices	1		\$35.75
170714	Scout Specialty	Paid by Check #44189		10/13/2023	10/27/2023	10/27/2023		10/27/2023	35.75
Vendor 1691 - Silver & Wright LLP		Vendor 1691 - Silver & Wright LLP Totals				Invoices	1		\$1,938.20
32055	740 Harvard - Services for September 2023	Paid by Check #44190		10/01/2023	10/27/2023	10/27/2023		10/27/2023	1,938.20
Vendor 189 - Terminix International		Vendor 189 - Terminix International Totals				Invoices	1		\$69.00
438715230	PD - Pest Control Service	Paid by Check #44191		10/02/2023	10/27/2023	10/27/2023		10/27/2023	69.00
Vendor 866 - The Flower Box		Vendor 866 - The Flower Box Totals				Invoices	1		\$95.72
FB101223	PD - Sympathy Plant / Hara	Paid by Check #44192		10/12/2023	10/27/2023	10/27/2023		10/27/2023	95.72
Vendor 1016 - The Radar Shop Inc.		Vendor 1016 - The Radar Shop Inc. Totals				Invoices	1		\$1,308.00
15117	PD - On-Site Radar/Lidar Re-Certifications	Paid by Check #44193		09/29/2023	10/27/2023	10/27/2023		10/27/2023	1,308.00
Vendor 311 - Top Dog Training Center						Invoices	1		\$1,308.00



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1744	PD - K9 Maintenance Training / Enzo & Zeus	Paid by Check #44194		10/11/2023	10/27/2023	10/27/2023		10/27/2023	180.00
Vendor 311 - Top Dog Training Center Totals							Invoices	1	\$180.00
Vendor 950 - United States Treasury									
09/30/23 3rd Qtr	EXCISE TAX 3rd QTR 2023	Paid by EFT #2640		09/30/2023	10/23/2023	10/23/2023		10/23/2023	141.09
Vendor 950 - United States Treasury Totals							Invoices	1	\$141.09
Vendor 192 - UNUM Life Insurance Company of America									
11/1/23-11/30/23	0537123-001	Paid by Check #44195		10/10/2023	10/27/2023	10/27/2023		10/27/2023	10,540.48
Vendor 192 - UNUM Life Insurance Company of America Totals							Invoices	1	\$10,540.48
Vendor 375 - Upper Kings Basin Intergrated Regional Water Mgmt.									
2024-03	KINGS BASIN YEAR 2024 MEMBERSHIP DUES	Paid by Check #44196		10/05/2023	10/27/2023	10/27/2023		10/27/2023	7,000.00
Vendor 375 - Upper Kings Basin Intergrated Regional Water Mgmt. Totals							Invoices	1	\$7,000.00
Vendor 1041 - UPS									
0000Y64A59413	Shipping	Paid by Check #44197		10/14/2023	10/27/2023	10/27/2023		10/27/2023	41.45
Vendor 1041 - UPS Totals							Invoices	1	\$41.45
Vendor 273 - US Bank									
513124388	October 2023	Paid by Check #44198		10/12/2023	10/27/2023	10/27/2023		10/27/2023	133.70
Vendor 273 - US Bank Totals							Invoices	1	\$133.70
Vendor 154 - USA Bluebook									
INV00167613	USA Blue Book Supplies	Paid by Check #44199		10/17/2023	10/27/2023	10/27/2023		10/27/2023	787.89
INV00167795	USA Blue Book Supplies	Paid by Check #44199		10/17/2023	10/27/2023	10/27/2023		10/27/2023	294.23
INV00167924	USA Blue Book Supplies	Paid by Check #44199		10/17/2023	10/27/2023	10/27/2023		10/27/2023	142.90
INV00167938	USA Blue Book Supplies	Paid by Check #44199		10/17/2023	10/27/2023	10/27/2023		10/27/2023	56.31
Vendor 154 - USA Bluebook Totals							Invoices	4	\$1,281.33
Vendor 359 - Valero Marketing & Supply Company									
92465703	PW Telephone 09/10/23-10/09/23	Paid by EFT #2639		10/06/2023	10/27/2023	10/27/2023		10/27/2023	10,371.67
Vendor 359 - Valero Marketing & Supply Company Totals							Invoices	1	\$10,371.67
Vendor 354 - Verizon Wireless									
9946475747	PD - 09/11/2023 - 10/10/2023 Billing Charges	Paid by Check #44201		10/10/2023	10/27/2023	10/27/2023		10/27/2023	2,011.66
9946762239	Sept/Oct 2023	Paid by Check #44200		10/12/2023	10/27/2023	10/27/2023		10/27/2023	394.22
9946864809	CM & Council 09/15/23-10/14/23	Paid by Check #44202		10/14/2023	10/27/2023	10/27/2023		10/27/2023	286.65
Vendor 354 - Verizon Wireless Totals							Invoices	3	\$2,692.53
Vendor 403 - Visalia Times-Delta									
TD0054706 10/23	PD - October 2023 Service	Paid by Check #44203		10/01/2023	10/27/2023	10/27/2023		10/27/2023	36.00
Vendor 403 - Visalia Times-Delta Totals							Invoices	1	\$36.00
Vendor 14 - W & E Electric									
2309064	W&E WWTP repairs portable press	Paid by Check #44204		09/26/2023	10/27/2023	10/27/2023		10/27/2023	152.88
Vendor 14 - W & E Electric Totals							Invoices	1	\$152.88
Vendor 962 - Willdan Financial Services									



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010-56285	Utility Rate Study- Water, Sewer and Solid Waste; Project 111216	Paid by Check #44205		10/20/2023	10/27/2023	10/27/2023		10/27/2023	286.00
		Vendor 962 - Willdan Financial Services Totals				Invoices	1		\$286.00
Vendor 618 - Ryan Wilson									
Leadership	Educational Reimbursement	Paid by Check #44206		09/19/2023	10/27/2023	10/27/2023		10/27/2023	347.84
		Vendor 618 - Ryan Wilson Totals				Invoices	1		\$347.84
Vendor 1382 - XiO, Inc.									
2022-12264	Monthly Monitoring	Paid by Check #44207		10/01/2023	10/27/2023	10/27/2023		10/27/2023	476.00
		Vendor 1382 - XiO, Inc. Totals				Invoices	1		\$476.00
Vendor 347 - Zoll Data Systems									
INV00154364	FireRMS Ent. 11/1/23 - 1/31/24	Paid by Check #44208		10/02/2023	10/27/2023	10/27/2023		10/27/2023	180.18
		Vendor 347 - Zoll Data Systems Totals				Invoices	1		\$180.18
Vendor 209 - Zweigle Septic Service									
38879	FY23/24-Parks-Vuich Park rental-portable restroom rental	Paid by Check #44209		10/20/2023	10/27/2023	10/27/2023	10/23/2023	10/27/2023	150.00
		Vendor 209 - Zweigle Septic Service Totals				Invoices	1		\$150.00
Vendor Medicare of California Northern									
23-2830	Refund billing error	Paid by Check #44210		10/19/2023	10/27/2023	10/27/2023		10/27/2023	571.10
		Vendor Medicare of California Northern Totals				Invoices	1		\$571.10
		Grand Totals				Invoices	125		\$360,698.11



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Vendor 206 - ADT Security Services, Inc.									
1022017782	ADT WWTP	Paid by Check #44213		10/13/2023	11/03/2023	11/03/2023		11/03/2023	182.82
		Vendor 206 - ADT Security Services, Inc. Totals				Invoices	1		\$182.82
Vendor 263 - Advantek Benefit Administrators									
10/27/2023	10/27/2023 Funding Request	Paid by Check #44214		10/27/2023	11/03/2023	11/03/2023		11/03/2023	50,119.61
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	1		\$50,119.61
Vendor 1807 - AM Consulting Engineers, INC									
2023-242	AM Consulting Dewatering	Paid by Check #44215		10/12/2023	11/03/2023	11/03/2023		11/03/2023	11,051.00
		Vendor 1807 - AM Consulting Engineers, INC Totals				Invoices	1		\$11,051.00
Vendor 21 - Aramark Uniform Services Inc.									
5031286915	FY2324-Parks-Uniform allowance service	Paid by Check #44216		10/11/2023	11/03/2023	11/03/2023	10/18/2023	11/03/2023	60.85
5031291027	FY23/24-Park-Uniform allowance service	Paid by Check #44216		10/18/2023	11/03/2023	11/03/2023	10/19/2023	11/03/2023	48.11
5031295109	FY23/24-Parks -Uniform allowance service	Paid by Check #44216		10/25/2023	11/03/2023	11/03/2023	10/26/2023	11/03/2023	235.98
		Vendor 21 - Aramark Uniform Services Inc. Totals				Invoices	3		\$344.94
Vendor 621 - Thaddeus Ashford									
SANDIEGO112023	PD - POST Management Course (11/13/23 - 11/16/23)	Paid by Check #44217		10/30/2023	11/03/2023	11/03/2023		11/03/2023	289.00
		Vendor 621 - Thaddeus Ashford Totals				Invoices	1		\$289.00
Vendor 17 - AT&T									
9391054469 10/23	PD - 09/11/2023 - 10/10/2023 Billing Charges	Paid by Check #44219		10/11/2023	11/03/2023	11/03/2023		11/03/2023	23.13
9391054740 10/23	PD - 09/11/2023 - 10/10/2023 Billing Charges	Paid by Check #44220		10/11/2023	11/03/2023	11/03/2023		11/03/2023	278.97
939105474110/23	PW 09/11/23-10/10/23	Paid by Check #44218		10/11/2023	11/03/2023	11/03/2023		11/03/2023	302.67
9391054736 10/23	PD - 09/20/2023 - 10/19/2023 Billing Charges	Paid by Check #44221		10/20/2023	11/03/2023	11/03/2023		11/03/2023	130.80
		Vendor 17 - AT&T Totals				Invoices	4		\$735.57
Vendor 300 - Beatwear Inc.									
8069	PD - Body Armor / Cesar Morales	Paid by Check #44222		08/30/2023	11/03/2023	11/03/2023		11/03/2023	1,515.49
		Vendor 300 - Beatwear Inc. Totals				Invoices	1		\$1,515.49
Vendor 114 - Belknap Pump Co.									
37677	Belknap L street Repairs	Paid by Check #44223		09/15/2023	11/03/2023	11/03/2023		11/03/2023	4,596.31
		Vendor 114 - Belknap Pump Co. Totals				Invoices	1		\$4,596.31
Vendor 1932 - Cal Apparel, Inc.									
8620	Schlegel	Paid by Check #44224		07/07/2023	11/03/2023	11/03/2023		11/03/2023	933.81
9084	C. Guerrero	Paid by Check #44224		09/15/2023	11/03/2023	11/03/2023		11/03/2023	409.75
9085	Ben and Giovani Shirts	Paid by Check #44224		09/15/2023	11/03/2023	11/03/2023		11/03/2023	212.55
		Vendor 1932 - Cal Apparel, Inc. Totals				Invoices	3		\$1,556.11
Vendor 170 - Comcast									



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0191269 10/22/23	201 N URUAPAN WAY 10/27/23-11/26/23	Paid by Check #44226		10/22/2023	11/03/2023	11/03/2023		11/03/2023	394.94
Vendor 170 - Comcast Totals									\$394.94
Vendor 1035 - De Lage Landen Public Finance									
81247755	Oct/Nov 2023	Paid by EFT #2643		10/21/2023	11/03/2023	11/03/2023		11/03/2023	389.92
Vendor 1035 - De Lage Landen Public Finance Totals									\$389.92
Vendor 630 - Elizabeth Diaz									
DIAZ112023	PD - CLEARS Training (11/06/23 - 11/10/23)	Paid by Check #44227		10/30/2023	11/03/2023	11/03/2023		11/03/2023	349.00
Vendor 630 - Elizabeth Diaz Totals									\$349.00
Vendor 1594 - Faysal Construction									
439	Faysal Fire Hydrant	Paid by Check #44228		08/25/2023	11/03/2023	11/03/2023		11/03/2023	19,000.00
Vendor 1594 - Faysal Construction Totals									\$19,000.00
Vendor 632 - Rosalva Flores									
FLORES112023	PD - CLEARS Training (11/06/23 - 11/10/23)	Paid by Check #44229		10/30/2023	11/03/2023	11/03/2023		11/03/2023	349.00
Vendor 632 - Rosalva Flores Totals									\$349.00
Vendor 1150 - Hoffman Security									
636367	DSC SECURITY 09/01/2023-09/30/2023	Paid by Check #44230		08/20/2023	11/03/2023	11/03/2023		11/03/2023	111.00
Vendor 1150 - Hoffman Security Totals									\$111.00
Vendor 1800 - Intelligent Video Solutions									
2310201406IVS-MU	PD - Interview Room SSA Renewal 01/21/2024 - 01/20/2025	Paid by Check #44231		10/24/2023	11/03/2023	11/03/2023		11/03/2023	760.57
Vendor 1800 - Intelligent Video Solutions Totals									\$760.57
Vendor 785 - Judicial Council of California									
54A Q1FY23	PD - Oper/Maint - Shared Costs Pride Industries	Paid by Check #44232		10/31/2023	11/03/2023	11/03/2023		11/03/2023	1,848.86
Vendor 785 - Judicial Council of California Totals									\$1,848.86
Vendor 1723 - Matson Alarm Co, Inc.									
4029581	Fire & Security Monitoring - 405 E El Monte Way 11/1/23-11/30/23	Paid by Check #44233		11/01/2023	11/03/2023	11/03/2023		11/03/2023	108.00
Vendor 1723 - Matson Alarm Co, Inc. Totals									\$108.00
Vendor 1913 - Metro Uniform & Accessories									
269454	PD - Uniform / Angel Landeros	Paid by Check #44234		09/22/2023	11/03/2023	11/03/2023		11/03/2023	378.85
Vendor 1913 - Metro Uniform & Accessories Totals									\$378.85
Vendor 589 - Rosa Montanez									
November 2023	Anthem Reimb 11/01/2023-11/30/2023	Paid by Check #44235		10/25/2023	11/03/2023	11/03/2023		11/03/2023	258.06
Vendor 589 - Rosa Montanez Totals									\$258.06
Vendor 76 - Pacific Gas & Electric									
35474471071 1023	420 E TULARE ST 9/7/23-10/8/2023	Paid by Check #44248		10/11/2023	11/03/2023	11/03/2023		11/03/2023	940.43



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6183054474010/23	496 E TULARE ST 09/07/23-10/08/23	Paid by Check #44249		10/11/2023	11/03/2023	11/03/2023		11/03/2023	4,738.45
0008239519-5	2099 W SIERRA WAY B September 2023	Paid by Check #44236		10/16/2023	11/03/2023	11/03/2023		11/03/2023	219.70
4323390246910/23	L & L CITRUS HEIGHTS VENTURA AND O 09/15/23-10/16/23	Paid by Check #44242		10/16/2023	11/03/2023	11/03/2023		11/03/2023	73.43
6407995725010.23	PW 09/13/23-10/12/23	Paid by Check #44247		10/16/2023	11/03/2023	11/03/2023		11/03/2023	1,877.30
8543598174210/23	L & L 09/15/23-10/16/23	Paid by Check #44244		10/16/2023	11/03/2023	11/03/2023		11/03/2023	204.25
9018373735310/23	L & L DUNMORE HOMES VISCAYA 1 AT SAGINA 09/15/23-10/16/23	Paid by Check #44245		10/16/2023	11/03/2023	11/03/2023		11/03/2023	1,078.56
9179222553310/23	PW 09/15/23-10/16/23	Paid by Check #44240		10/16/2023	11/03/2023	11/03/2023		11/03/2023	975.58
9196176758810/23	L & L SIERRA WAY AND BUENA VISTA AVE 09/15/23-10/16/23	Paid by Check #44246		10/16/2023	11/03/2023	11/03/2023		11/03/2023	102.41
9548749847910/23	ALTA & NEBRASKA AVE 09/13/23-10/12/23	Paid by Check #44241		10/17/2023	11/03/2023	11/03/2023		11/03/2023	96.79
5949665550310/23	6675 AVE 412 09/18/23-10/17/23	Paid by Check #44238		10/19/2023	11/03/2023	11/03/2023		11/03/2023	540,090.57
3616571038910/23	2099 W SIERRA WAY A 09/19/23-10/18/23	Paid by Check #44237		10/20/2023	11/03/2023	11/03/2023		11/03/2023	9,321.27
5022214690910/23	L & L PARKSIDE VILLAGE PHASE I 09/21/23-10/20/23	Paid by Check #44243		10/20/2023	11/03/2023	11/03/2023		11/03/2023	244.74
6744215678110/23	6675 AVE 412 09/18/23-10/17/23	Paid by Check #44239		10/20/2023	11/03/2023	11/03/2023		11/03/2023	3,671.36
Vendor 1566 - Quality Construction, Inc.		Vendor 76 - Pacific Gas & Electric Totals		Invoices		14			\$563,634.84
6165	Quality Construction PW Building	Paid by Check #44250		10/26/2023	11/03/2023	11/03/2023		11/03/2023	11,624.00
Vendor 688 - Rogelio Ramirez		Vendor 1566 - Quality Construction, Inc. Totals		Invoices		1			\$11,624.00
October 2023	Anthem Reimb 10/01/2023-10/31/2023	Paid by Check #44251		10/25/2023	11/03/2023	11/03/2023		11/03/2023	292.35
Vendor 38 - Reedley Irrigation System		Vendor 688 - Rogelio Ramirez Totals		Invoices		1			\$292.35
RIS-POS02-52061	FY23/24-Parks-Irrigation parts/supplies	Paid by Check #44252		10/24/2023	11/03/2023	11/03/2023	10/26/2023	11/03/2023	301.83
RIS-POS02-52086	FY2324-Parks-Irrigation supplies/parts	Paid by Check #44252		10/25/2023	11/03/2023	11/03/2023	10/26/2023	11/03/2023	38.16
Vendor 349 - RES COM Pest Control		Vendor 38 - Reedley Irrigation System Totals		Invoices		2			\$339.99
2165472	PD - Kennels Pest Control	Paid by Check #44253		10/24/2023	11/03/2023	11/03/2023		11/03/2023	48.00
Vendor 1733 - Gerardo Santana		Vendor 349 - RES COM Pest Control Totals		Invoices		1			\$48.00
Vehicle Ext.	Educational Reimbursement	Paid by Check #44254		09/02/2023	11/03/2023	11/03/2023		11/03/2023	315.00
Vendor 86 - SWRCB		Vendor 1733 - Gerardo Santana Totals		Invoices		1			\$315.00
flores 30064	SWRCB Flores 30064	Paid by Check #44255		10/28/2023	11/03/2023	11/03/2023		11/03/2023	130.00
Vendor 86 - SWRCB Totals		Vendor 86 - SWRCB Totals		Invoices		1			\$130.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1447 - Monte Sylvester									
November 2023	Anthem Reimb 11/01/2023-11/30/2023	Paid by Check #44256		11/01/2023	11/03/2023	11/03/2023		11/03/2023	331.93
Vendor 1447 - Monte Sylvester Totals							Invoices	1	\$331.93
Vendor 1304 - TJKM									
0054685	TJKM Roadway Segment Safety Impr. Design	Paid by Check #44257		09/30/2023	11/03/2023	11/03/2023		11/03/2023	554.06
Vendor 1304 - TJKM Totals							Invoices	1	\$554.06
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4003954247	LITTER VACUUM LEASE PAYMENT	Paid by Check #44258		10/16/2023	11/03/2023	11/03/2023		11/03/2023	950.73
Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals							Invoices	1	\$950.73
Vendor 49 - Tulare County									
24-015	PD - New Units #13, #28 & #39 Radio Installation	Paid by Check #44260		10/12/2023	11/03/2023	11/03/2023		11/03/2023	1,945.05
30233-B-23Qtr1	PD - Non-Custody Intake Program - 1st Quarter	Paid by Check #44259		10/17/2023	11/03/2023	11/03/2023		11/03/2023	3,461.40
Vendor 49 - Tulare County Totals							Invoices	2	\$5,406.45
Vendor 273 - US Bank									
513581140	PD - Copiers Lease	Paid by Check #44261		10/19/2023	11/03/2023	11/03/2023		11/03/2023	907.08
7099714	Successor Agency Bond 2015	Paid by Check #44262		10/25/2023	11/03/2023	11/03/2023		11/03/2023	1,500.00
514146554	Copier Lease 10/20/2023 - 11/20/2023	Paid by Check #44263		10/27/2023	11/03/2023	11/03/2023		11/03/2023	2,515.31
Vendor 273 - US Bank Totals							Invoices	3	\$4,922.39
Vendor 354 - Verizon Wireless									
9946296338	Verizon PW	Paid by Check #44266		10/07/2023	11/03/2023	11/03/2023		11/03/2023	966.76
9946864805	ADMIN PHONE CHARGES	Paid by Check #44265		10/14/2023	11/03/2023	11/03/2023		11/03/2023	216.40
9946864806	FY23/24-Multiple divisions - cell phone service fees	Paid by Check #44264		10/14/2023	11/03/2023	11/03/2023	10/23/2023	11/03/2023	1,072.01
9946864807	Oct/Nov 2023	Paid by Check #44267		10/14/2023	11/03/2023	11/03/2023		11/03/2023	412.50
Vendor 354 - Verizon Wireless Totals							Invoices	4	\$2,667.67
Vendor Brand New Day									
23-3566	Overpayment Run #23-3566	Paid by Check #44268		10/31/2023	11/03/2023	11/03/2023		11/03/2023	638.71
Vendor Brand New Day Totals							Invoices	1	\$638.71
Grand Totals							Invoices	61	\$686,195.17



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Vendor 263 - Advantek Benefit Administrators									
11/03/2023	11/03/2023 Funding Request	Paid by Check #44269		11/03/2023	11/09/2023	11/09/2023		11/09/2023	61,008.05
2311 0011	November 2023	Paid by Check #44269		11/03/2023	11/09/2023	11/09/2023		11/09/2023	75,046.41
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$136,054.46
Vendor 555 - Maria Alaniz									
Monterey 11/23	Calpelra Conference 11/14/23-11/17/23	Paid by Check #44270		11/07/2023	11/09/2023	11/09/2023		11/09/2023	165.00
Vendor 555 - Maria Alaniz Totals							Invoices	1	\$165.00
Vendor 47 - Alta Irrigation District									
4833	Alta Irrigation Street reconstruction project	Paid by Check #44271		10/23/2023	11/09/2023	11/09/2023		11/09/2023	10,400.00
Vendor 47 - Alta Irrigation District Totals							Invoices	1	\$10,400.00
Vendor 416 - Amber Chemical Inc.									
0379702-IN	Amber Chemical	Paid by Check #44272		10/23/2023	11/09/2023	11/09/2023		11/09/2023	1,546.78
Vendor 416 - Amber Chemical Inc. Totals							Invoices	1	\$1,546.78
Vendor 21 - Aramark Uniform Services Inc.									
5031224521	FY23/24-Parks-Uniform allowance - Parks staff	Paid by Check #44273		06/28/2023	11/09/2023	11/09/2023	11/01/2023	11/09/2023	56.95
Vendor 21 - Aramark Uniform Services Inc. Totals							Invoices	1	\$56.95
Vendor 195 - Battery Systems Inc.									
37831027231114	Battery System Supplies	Paid by Check #44274		10/27/2023	11/09/2023	11/09/2023		11/09/2023	2,977.72
Vendor 195 - Battery Systems Inc. Totals							Invoices	1	\$2,977.72
Vendor 376 - BCS Consulting, LLC									
2023129	FY23/24-Comm. Svcs.-surveillance camera access from water tower	Paid by Check #44275		11/02/2023	11/09/2023	11/09/2023	11/02/2023	11/09/2023	3,015.29
2023130	IT Services Monthly - October 2023	Paid by Check #44275		11/02/2023	11/09/2023	11/09/2023		11/09/2023	6,200.00
Vendor 376 - BCS Consulting, LLC Totals							Invoices	2	\$9,215.29
Vendor 1993 - BPS Tactical, Inc									
23042115	PD - Range Masters Vests / I. Davalos & M. Lopez	Paid by Check #44276		11/02/2023	11/09/2023	11/09/2023		11/09/2023	1,291.30
Vendor 1993 - BPS Tactical, Inc Totals							Invoices	1	\$1,291.30
Vendor 116 - BSK Analytical Laboratories									
AG25243	BSK Lab Testing	Paid by Check #44277		10/26/2023	11/09/2023	11/09/2023		11/09/2023	176.00
Vendor 116 - BSK Analytical Laboratories Totals							Invoices	1	\$176.00
Vendor 563 - John Carrillo									
November 2023	Anthem Reimb 11/01/2023-11/30/2023	Paid by Check #44278		11/01/2023	11/09/2023	11/09/2023		11/09/2023	239.74
Vendor 563 - John Carrillo Totals							Invoices	1	\$239.74
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
19420	PD - A/C Maintenance/Repairs	Paid by Check #44279		10/30/2023	11/09/2023	11/09/2023		11/09/2023	115.00
Vendor 305 - Cartozian Air Conditioning and Heating Inc. Totals							Invoices	1	\$115.00



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Vendor 896 - Central Valley Refrigeration, Inc.									
53044	Fy 23/24-New ice machine for parks yard	Paid by Check #44280		10/03/2023	11/09/2023	11/09/2023	11/01/2023	11/09/2023	4,261.00
Vendor 896 - Central Valley Refrigeration, Inc. Totals								Invoices 1	\$4,261.00
Vendor 333 - Cintas Corporation No. 2									
4169777045	Contractual	Paid by Check #44281		10/04/2023	11/09/2023	11/09/2023		11/09/2023	288.06
4169777061	Contractual	Paid by Check #44281		10/04/2023	11/09/2023	11/09/2023		11/09/2023	109.57
4169777065	Contractual	Paid by Check #44281		10/04/2023	11/09/2023	11/09/2023		11/09/2023	24.33
4169777116	Contractual	Paid by Check #44281		10/04/2023	11/09/2023	11/09/2023		11/09/2023	105.88
4169777134	Contractual	Paid by Check #44281		10/04/2023	11/09/2023	11/09/2023		11/09/2023	206.69
4169777342	Contractual	Paid by Check #44281		10/04/2023	11/09/2023	11/09/2023		11/09/2023	214.67
1904312524	Contractual	Paid by Check #44281		10/05/2023	11/09/2023	11/09/2023		11/09/2023	167.18
4169922563	Contractual	Paid by Check #44281		10/05/2023	11/09/2023	11/09/2023		11/09/2023	118.62
4169922614	Contractual	Paid by Check #44281		10/05/2023	11/09/2023	11/09/2023		11/09/2023	161.23
4169922788	Contractual	Paid by Check #44281		10/05/2023	11/09/2023	11/09/2023		11/09/2023	762.70
4170466437	Contractual	Paid by Check #44281		10/11/2023	11/09/2023	11/09/2023		11/09/2023	266.45
4170466522	Contractual	Paid by Check #44281		10/11/2023	11/09/2023	11/09/2023		11/09/2023	47.88
4170466547	Contractual	Paid by Check #44281		10/11/2023	11/09/2023	11/09/2023		11/09/2023	105.88
4170466777	Contractual	Paid by Check #44281		10/11/2023	11/09/2023	11/09/2023		11/09/2023	214.67
4170685781	Contractual	Paid by Check #44281		10/12/2023	11/09/2023	11/09/2023		11/09/2023	118.62
4170685932	Contractual	Paid by Check #44281		10/12/2023	11/09/2023	11/09/2023		11/09/2023	161.23
4170685935	Contractual	Paid by Check #44281		10/12/2023	11/09/2023	11/09/2023		11/09/2023	592.14
1904351753	Contractual	Paid by Check #44281		10/17/2023	11/09/2023	11/09/2023		11/09/2023	173.60
4171184939	Contractual	Paid by Check #44281		10/18/2023	11/09/2023	11/09/2023		11/09/2023	24.33
4171185036	Contractual	Paid by Check #44281		10/18/2023	11/09/2023	11/09/2023		11/09/2023	185.41
4171185042	Contractual	Paid by Check #44281		10/18/2023	11/09/2023	11/09/2023		11/09/2023	311.39
4171185057	Contractual	Paid by Check #44281		10/18/2023	11/09/2023	11/09/2023		11/09/2023	178.52
4171185087	Contractual	Paid by Check #44281		10/18/2023	11/09/2023	11/09/2023		11/09/2023	198.20
4171185303	Contractual	Paid by Check #44281		10/18/2023	11/09/2023	11/09/2023		11/09/2023	214.88
1904354934	Contractual	Paid by Check #44281		10/19/2023	11/09/2023	11/09/2023		11/09/2023	173.60
1904354957	Contractual	Paid by Check #44281		10/19/2023	11/09/2023	11/09/2023		11/09/2023	542.50
4171325769	Contractual	Paid by Check #44281		10/19/2023	11/09/2023	11/09/2023		11/09/2023	161.64
4171325845	Contractual	Paid by Check #44281		10/19/2023	11/09/2023	11/09/2023		11/09/2023	118.62
4171326190	Contractual	Paid by Check #44281		10/19/2023	11/09/2023	11/09/2023		11/09/2023	776.81
4171940431	Contractual	Paid by Check #44281		10/25/2023	11/09/2023	11/09/2023		11/09/2023	266.45
4171940467	Contractual	Paid by Check #44281		10/25/2023	11/09/2023	11/09/2023		11/09/2023	47.88
4171940507	Contractual	Paid by Check #44281		10/25/2023	11/09/2023	11/09/2023		11/09/2023	133.60
4171940745	Contractual	Paid by Check #44281		10/25/2023	11/09/2023	11/09/2023		11/09/2023	315.82
4172047154	Contractual	Paid by Check #44281		10/26/2023	11/09/2023	11/09/2023		11/09/2023	161.23
4172047164	Contractual	Paid by Check #44281		10/26/2023	11/09/2023	11/09/2023		11/09/2023	118.62
4172047408	Contractual	Paid by Check #44281		10/26/2023	11/09/2023	11/09/2023		11/09/2023	607.61
1904373128	Contractual	Paid by Check #44281		10/30/2023	11/09/2023	11/09/2023		11/09/2023	99.80



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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
1904373155	Contractual	Paid by Check #44281		10/30/2023	11/09/2023	11/09/2023		11/09/2023	49.90
1904373358	Contractual	Paid by Check #44281		10/30/2023	11/09/2023	11/09/2023		11/09/2023	86.80
1904376880	Contractual	Paid by Check #44281		10/30/2023	11/09/2023	11/09/2023		11/09/2023	139.97
1904380784	Contractual	Paid by Check #44281		10/30/2023	11/09/2023	11/09/2023		11/09/2023	229.98
1904380798	Contractual	Paid by Check #44281		10/30/2023	11/09/2023	11/09/2023		11/09/2023	200.69
1904380804	Contractual	Paid by Check #44281		10/30/2023	11/09/2023	11/09/2023		11/09/2023	180.08
Vendor 333 - Cintas Corporation No. 2 Totals									
							Invoices	43	\$9,363.73
Vendor 1811 - Clark Bros., INC									
13	Clark Bros WWTP Improvements Clarifier	Paid by Check #44282		11/06/2023	11/09/2023	11/09/2023		11/09/2023	34,754.03
Vendor 1811 - Clark Bros., INC Totals									
							Invoices	1	\$34,754.03
Vendor 170 - Comcast									
0136611 10/26/23	PD - November 1, 2023 - November 30, 2023 Billing Charges	Paid by Check #44283		10/26/2023	11/09/2023	11/09/2023		11/09/2023	51.79
0002177 10/27/23	1390 E ELIZABETH WAY 11/01/23 -11/30/23	Paid by Check #44284		10/27/2023	11/09/2023	11/09/2023		11/09/2023	95.72
0181138 10/27/23	180 W MERCED ST 11/02/23-12/01/23	Paid by Check #44285		10/27/2023	11/09/2023	11/09/2023		11/09/2023	705.74
Vendor 170 - Comcast Totals									
							Invoices	3	\$853.25
Vendor 232 - Courier Printing and Village Printer									
C26656	Courier printing business card gavilatgonz benny mariah melissa	Paid by Check #44286		10/17/2023	11/09/2023	11/09/2023		11/09/2023	474.68
Vendor 232 - Courier Printing and Village Printer Totals									
							Invoices	1	\$474.68
Vendor 1933 - Danny's Diesel Repair									
18868	Danny's Diesel U04	Paid by Check #44287		10/23/2023	11/09/2023	11/09/2023		11/09/2023	291.34
18869	Danny's Diesel T-31	Paid by Check #44287		10/23/2023	11/09/2023	11/09/2023		11/09/2023	27.00
Vendor 1933 - Danny's Diesel Repair Totals									
							Invoices	2	\$318.34
Vendor 30 - Dinuba Chamber of Commerce									
Payment 1 23/24	Chamber 1st QTR Payment FY 23/24	Paid by Check #44288		10/26/2023	11/09/2023	11/09/2023		11/09/2023	73,000.73
Vendor 30 - Dinuba Chamber of Commerce Totals									
							Invoices	1	\$73,000.73
Vendor 4 - Dinuba Lumber Company									
662464	Maintenance	Paid by Check #44289		10/01/2023	11/09/2023	11/09/2023		11/09/2023	11.46
662775	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	26.44
662777	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	33.86
662811	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	15.52
662814	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	127.26
662832	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	12.56
662867	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	51.53
662899	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	19.52
662932	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	(13.93)
663021	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	10.24



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663073	Maintenance	Paid by Check #44289		10/02/2023	11/09/2023	11/09/2023		11/09/2023	30.84
663342	Maintenance	Paid by Check #44289		10/03/2023	11/09/2023	11/09/2023		11/09/2023	75.57
663360	Maintenance	Paid by Check #44289		10/03/2023	11/09/2023	11/09/2023		11/09/2023	16.06
663413	Maintenance	Paid by Check #44289		10/03/2023	11/09/2023	11/09/2023		11/09/2023	30.12
663828	Maintenance	Paid by Check #44289		10/04/2023	11/09/2023	11/09/2023		11/09/2023	18.77
663876	Maintenance	Paid by Check #44289		10/04/2023	11/09/2023	11/09/2023		11/09/2023	35.50
663897	Maintenance	Paid by Check #44289		10/04/2023	11/09/2023	11/09/2023		11/09/2023	16.37
663898	Maintenance	Paid by Check #44289		10/04/2023	11/09/2023	11/09/2023		11/09/2023	28.80
663901	Maintenance	Paid by Check #44289		10/04/2023	11/09/2023	11/09/2023		11/09/2023	59.56
663997	Maintenance	Paid by Check #44289		10/04/2023	11/09/2023	11/09/2023		11/09/2023	6.39
664037	Maintenance	Paid by Check #44289		10/04/2023	11/09/2023	11/09/2023		11/09/2023	9.83
664219	Maintenance	Paid by Check #44289		10/05/2023	11/09/2023	11/09/2023		11/09/2023	24.40
664233	Maintenance	Paid by Check #44289		10/05/2023	11/09/2023	11/09/2023		11/09/2023	16.37
664302	Maintenance	Paid by Check #44289		10/05/2023	11/09/2023	11/09/2023		11/09/2023	39.41
664381	Maintenance	Paid by Check #44289		10/05/2023	11/09/2023	11/09/2023		11/09/2023	5.74
664406	Maintenance	Paid by Check #44289		10/05/2023	11/09/2023	11/09/2023		11/09/2023	31.20
664587	Maintenance	Paid by Check #44289		10/05/2023	11/09/2023	11/09/2023		11/09/2023	10.52
664929	Maintenance	Paid by Check #44289		10/06/2023	11/09/2023	11/09/2023		11/09/2023	13.65
664936	Maintenance	Paid by Check #44289		10/06/2023	11/09/2023	11/09/2023		11/09/2023	34.17
664987	Maintenance	Paid by Check #44289		10/06/2023	11/09/2023	11/09/2023		11/09/2023	7.22
665493	Maintenance	Paid by Check #44289		10/08/2023	11/09/2023	11/09/2023		11/09/2023	31.91
665877	Maintenance	Paid by Check #44289		10/09/2023	11/09/2023	11/09/2023		11/09/2023	1.55
665971	Maintenance	Paid by Check #44289		10/09/2023	11/09/2023	11/09/2023		11/09/2023	14.22
666126	Maintenance	Paid by Check #44289		10/09/2023	11/09/2023	11/09/2023		11/09/2023	23.13
666127	Maintenance	Paid by Check #44289		10/09/2023	11/09/2023	11/09/2023		11/09/2023	34.50
666153	Maintenance	Paid by Check #44289		10/09/2023	11/09/2023	11/09/2023		11/09/2023	11.48
666283	Maintenance	Paid by Check #44289		10/10/2023	11/09/2023	11/09/2023		11/09/2023	51.73
666501	Maintenance	Paid by Check #44289		10/10/2023	11/09/2023	11/09/2023		11/09/2023	13.24
666520	Maintenance	Paid by Check #44289		10/10/2023	11/09/2023	11/09/2023		11/09/2023	.60
666576	Maintenance	Paid by Check #44289		10/10/2023	11/09/2023	11/09/2023		11/09/2023	89.90
666698	Maintenance	Paid by Check #44289		10/10/2023	11/09/2023	11/09/2023		11/09/2023	30.43
666848	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	13.25
666851	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	119.78
666854	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	25.60
666856	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	9.27
666880	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	20.50
666881	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	81.83
666891	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	13.32
666892	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	42.88
666915	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	23.34
666954	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	18.25
666983	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	24.40



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667033	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	60.52
667133	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	107.40
667135	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	(50.49)
667181	Maintenance	Paid by Check #44289		10/11/2023	11/09/2023	11/09/2023		11/09/2023	10.87
667322	Maintenance	Paid by Check #44289		10/12/2023	11/09/2023	11/09/2023		11/09/2023	36.39
667334	Maintenance	Paid by Check #44289		10/12/2023	11/09/2023	11/09/2023		11/09/2023	6.71
667547	Maintenance	Paid by Check #44289		10/12/2023	11/09/2023	11/09/2023		11/09/2023	133.43
667597	Maintenance	Paid by Check #44289		10/12/2023	11/09/2023	11/09/2023		11/09/2023	56.62
667636	Maintenance	Paid by Check #44289		10/12/2023	11/09/2023	11/09/2023		11/09/2023	35.76
667646	Maintenance	Paid by Check #44289		10/12/2023	11/09/2023	11/09/2023		11/09/2023	32.68
667820	Maintenance	Paid by Check #44289		10/13/2023	11/09/2023	11/09/2023		11/09/2023	9.53
667827	Maintenance	Paid by Check #44289		10/13/2023	11/09/2023	11/09/2023		11/09/2023	195.29
667889	Maintenance	Paid by Check #44289		10/13/2023	11/09/2023	11/09/2023		11/09/2023	184.67
667917	Maintenance	Paid by Check #44289		10/13/2023	11/09/2023	11/09/2023		11/09/2023	29.76
667932	Maintenance	Paid by Check #44289		10/13/2023	11/09/2023	11/09/2023		11/09/2023	19.51
667969	Maintenance	Paid by Check #44289		10/13/2023	11/09/2023	11/09/2023		11/09/2023	(1.73)
668467	Maintenance	Paid by Check #44289		10/14/2023	11/09/2023	11/09/2023		11/09/2023	13.15
668900	Maintenance	Paid by Check #44289		10/16/2023	11/09/2023	11/09/2023		11/09/2023	19.64
668922	Maintenance	Paid by Check #44289		10/16/2023	11/09/2023	11/09/2023		11/09/2023	14.19
668930	Maintenance	Paid by Check #44289		10/16/2023	11/09/2023	11/09/2023		11/09/2023	53.47
668954	Maintenance	Paid by Check #44289		10/16/2023	11/09/2023	11/09/2023		11/09/2023	7.41
669002	Maintenance	Paid by Check #44289		10/16/2023	11/09/2023	11/09/2023		11/09/2023	18.49
669019	Maintenance	Paid by Check #44289		10/16/2023	11/09/2023	11/09/2023		11/09/2023	35.14
669372	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	26.38
669373	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	108.37
669375	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	23.71
669451	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	18.53
669452	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	7.80
669475	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	(29.88)
669480	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	101.04
669525	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	2.24
669536	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	30.26
669558	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	86.45
669584	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	17.96
669779	Maintenance	Paid by Check #44289		10/17/2023	11/09/2023	11/09/2023		11/09/2023	39.02
669881	Maintenance	Paid by Check #44289		10/18/2023	11/09/2023	11/09/2023		11/09/2023	17.96
669887	Maintenance	Paid by Check #44289		10/18/2023	11/09/2023	11/09/2023		11/09/2023	95.35
669907	Maintenance	Paid by Check #44289		10/18/2023	11/09/2023	11/09/2023		11/09/2023	51.70
669915	Maintenance	Paid by Check #44289		10/18/2023	11/09/2023	11/09/2023		11/09/2023	4.19
669956	Maintenance	Paid by Check #44289		10/18/2023	11/09/2023	11/09/2023		11/09/2023	39.83
670014	Maintenance	Paid by Check #44289		10/18/2023	11/09/2023	11/09/2023		11/09/2023	5.45
670181	Maintenance	Paid by Check #44289		10/18/2023	11/09/2023	11/09/2023		11/09/2023	13.09



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670302	Maintenance	Paid by Check #44289		10/19/2023	11/09/2023	11/09/2023		11/09/2023	13.05
670386	Maintenance	Paid by Check #44289		10/19/2023	11/09/2023	11/09/2023		11/09/2023	128.38
670460	Maintenance	Paid by Check #44289		10/19/2023	11/09/2023	11/09/2023		11/09/2023	8.25
670509	Maintenance	Paid by Check #44289		10/19/2023	11/09/2023	11/09/2023		11/09/2023	13.25
670584	Maintenance	Paid by Check #44289		10/19/2023	11/09/2023	11/09/2023		11/09/2023	10.14
670634	Maintenance	Paid by Check #44289		10/19/2023	11/09/2023	11/09/2023		11/09/2023	8.77
670668	Maintenance	Paid by Check #44289		10/19/2023	11/09/2023	11/09/2023		11/09/2023	12.10
670762	Maintenance	Paid by Check #44289		10/20/2023	11/09/2023	11/09/2023		11/09/2023	72.91
670787	Maintenance	Paid by Check #44289		10/20/2023	11/09/2023	11/09/2023		11/09/2023	7.22
670789	Maintenance	Paid by Check #44289		10/20/2023	11/09/2023	11/09/2023		11/09/2023	59.70
670810	Maintenance	Paid by Check #44289		10/20/2023	11/09/2023	11/09/2023		11/09/2023	24.76
670914	Maintenance	Paid by Check #44289		10/20/2023	11/09/2023	11/09/2023		11/09/2023	10.00
671000	Maintenance	Paid by Check #44289		10/20/2023	11/09/2023	11/09/2023		11/09/2023	25.81
671071	Maintenance	Paid by Check #44289		10/20/2023	11/09/2023	11/09/2023		11/09/2023	9.75
671097	Maintenance	Paid by Check #44289		10/20/2023	11/09/2023	11/09/2023		11/09/2023	14.34
671332	Maintenance	Paid by Check #44289		10/21/2023	11/09/2023	11/09/2023		11/09/2023	14.64
671900	Maintenance	Paid by Check #44289		10/23/2023	11/09/2023	11/09/2023		11/09/2023	444.25
671936	Maintenance	Paid by Check #44289		10/23/2023	11/09/2023	11/09/2023		11/09/2023	315.04
672007	Maintenance	Paid by Check #44289		10/23/2023	11/09/2023	11/09/2023		11/09/2023	16.19
672215	Maintenance	Paid by Check #44289		10/23/2023	11/09/2023	11/09/2023		11/09/2023	26.35
672231	Maintenance	Paid by Check #44289		10/23/2023	11/09/2023	11/09/2023		11/09/2023	10.24
672460	Maintenance	Paid by Check #44289		10/24/2023	11/09/2023	11/09/2023		11/09/2023	7.80
672517	Maintenance	Paid by Check #44289		10/24/2023	11/09/2023	11/09/2023		11/09/2023	88.19
672751	Maintenance	Paid by Check #44289		10/24/2023	11/09/2023	11/09/2023		11/09/2023	32.21
672754	Maintenance	Paid by Check #44289		10/24/2023	11/09/2023	11/09/2023		11/09/2023	73.19
672831	Maintenance	Paid by Check #44289		10/24/2023	11/09/2023	11/09/2023		11/09/2023	58.45
672898	Maintenance	Paid by Check #44289		10/25/2023	11/09/2023	11/09/2023		11/09/2023	56.65
672900	Maintenance	Paid by Check #44289		10/25/2023	11/09/2023	11/09/2023		11/09/2023	98.88
672987	Maintenance	Paid by Check #44289		10/25/2023	11/09/2023	11/09/2023		11/09/2023	12.67
673014	Maintenance	Paid by Check #44289		10/25/2023	11/09/2023	11/09/2023		11/09/2023	17.32
673098	Maintenance	Paid by Check #44289		10/25/2023	11/09/2023	11/09/2023		11/09/2023	7.80
673100	Maintenance	Paid by Check #44289		10/25/2023	11/09/2023	11/09/2023		11/09/2023	9.65
673117	Maintenance	Paid by Check #44289		10/25/2023	11/09/2023	11/09/2023		11/09/2023	301.67
673162	Maintenance	Paid by Check #44289		10/25/2023	11/09/2023	11/09/2023		11/09/2023	67.36
673438	Maintenance	Paid by Check #44289		10/26/2023	11/09/2023	11/09/2023		11/09/2023	18.53
673441	Repairs/Maintenance	Paid by Check #44289		10/26/2023	11/09/2023	11/09/2023		11/09/2023	109.62
673476	Maintenance	Paid by Check #44289		10/26/2023	11/09/2023	11/09/2023		11/09/2023	45.82
673515	Maintenance	Paid by Check #44289		10/26/2023	11/09/2023	11/09/2023		11/09/2023	58.71
673537	Maintenance	Paid by Check #44289		10/26/2023	11/09/2023	11/09/2023		11/09/2023	17.54
673538	Maintenance	Paid by Check #44289		10/26/2023	11/09/2023	11/09/2023		11/09/2023	11.79
673642	Maintenance	Paid by Check #44289		10/26/2023	11/09/2023	11/09/2023		11/09/2023	7.60
673650	Maintenance	Paid by Check #44289		10/26/2023	11/09/2023	11/09/2023		11/09/2023	13.05



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673680	Repairs/Maintenance	Paid by Check #44289		10/26/2023	11/09/2023	11/09/2023		11/09/2023	20.09
673887	Maintenance	Paid by Check #44289		10/27/2023	11/09/2023	11/09/2023		11/09/2023	9.29
673921	Maintenance	Paid by Check #44289		10/27/2023	11/09/2023	11/09/2023		11/09/2023	78.88
674090	Maintenance	Paid by Check #44289		10/27/2023	11/09/2023	11/09/2023		11/09/2023	4.87
674165	Maintenance	Paid by Check #44289		10/27/2023	11/09/2023	11/09/2023		11/09/2023	46.32
674277	Maintenance	Paid by Check #44289		10/28/2023	11/09/2023	11/09/2023		11/09/2023	39.92
674972	Maintenance	Paid by Check #44289		10/30/2023	11/09/2023	11/09/2023		11/09/2023	8.19
675005	Maintenance	Paid by Check #44289		10/30/2023	11/09/2023	11/09/2023		11/09/2023	14.66
675019	Maintenance	Paid by Check #44289		10/30/2023	11/09/2023	11/09/2023		11/09/2023	3.31
675063	Maintenance	Paid by Check #44289		10/30/2023	11/09/2023	11/09/2023		11/09/2023	16.49
675069	Maintenance	Paid by Check #44289		10/30/2023	11/09/2023	11/09/2023		11/09/2023	37.17
675302	Maintenance	Paid by Check #44289		10/30/2023	11/09/2023	11/09/2023		11/09/2023	2.24
675431	Maintenance	Paid by Check #44289		10/30/2023	11/09/2023	11/09/2023		11/09/2023	43.20
675576	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	42.46
675585	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	43.23
675609	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	52.13
675637	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	50.14
675640	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	363.46
675671	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	69.49
675773	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	(15.03)
675775	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	13.23
675782	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	31.03
675788	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	22.34
675791	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	3.21
675847	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	14.34
675848	Maintenance	Paid by Check #44289		10/31/2023	11/09/2023	11/09/2023		11/09/2023	29.28
Vendor 4 - Dinuba Lumber Company Totals							Invoices	162	\$6,591.50
Vendor 552 - Dragnet Pest Control									
1283-07 11-23	FY23/24-Dinuba Senior Center-Pest control service	Paid by Check #44290		11/01/2023	11/09/2023	11/09/2023	11/03/2023	11/09/2023	68.00
Vendor 552 - Dragnet Pest Control Totals							Invoices	1	\$68.00
Vendor 23 - Entenmann-Rovin Co.									
0177512-IN	PD - Refinished Badges (7)	Paid by Check #44291		11/01/2023	11/09/2023	11/09/2023		11/09/2023	344.47
Vendor 23 - Entenmann-Rovin Co. Totals							Invoices	1	\$344.47
Vendor 1506 - Enterprise FM Trust									
FBN4886581	ENTERPRISE - FLEET LEASE	Paid by Check #44292		11/04/2023	11/09/2023	11/09/2023		11/09/2023	6,848.84
FBN4886666	PAYMENT November PD - 3 Malibus, 6 Durangos & 5 Chargers	Paid by Check #44292		11/04/2023	11/09/2023	11/09/2023		11/09/2023	13,112.45
Vendor 1506 - Enterprise FM Trust Totals							Invoices	2	\$19,961.29
Vendor 1801 - Garda CL West, INC									



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10759270	SERVICE MONTH NOVEMBER 2023	Paid by Check #44293		11/01/2023	11/09/2023	11/09/2023		11/09/2023	1,369.77
		Vendor 1801 - Garda CL West, INC Totals				Invoices	1		\$1,369.77
Vendor 252 - Geil Enterprises, Inc.									
438860	Valley Security Water Tower	Paid by Check #44294		10/19/2023	11/09/2023	11/09/2023		11/09/2023	874.59
		Vendor 252 - Geil Enterprises, Inc. Totals				Invoices	1		\$874.59
Vendor 1328 - Ken Grover									
July-Oct 2023	Anthem Reimb 07/01/2023-10/31/2023	Paid by Check #44295		10/31/2023	11/09/2023	11/09/2023		11/09/2023	1,396.44
		Vendor 1328 - Ken Grover Totals				Invoices	1		\$1,396.44
Vendor 1616 - Healthwise Services, LLC									
168757	PD - Biohazard/Sharps Disposal Service	Paid by Check #44296		10/31/2023	11/09/2023	11/09/2023		11/09/2023	279.06
		Vendor 1616 - Healthwise Services, LLC Totals				Invoices	1		\$279.06
Vendor 974 - InfoSend, Inc.									
244214	Delinquent Reminder July 2023	Paid by Check #44297		07/31/2023	11/09/2023	11/09/2023		11/09/2023	322.67
		Vendor 974 - InfoSend, Inc. Totals				Invoices	1		\$322.67
Vendor 440 - Johnson Controls Security Solutions									
39417679	Johnson Controls Water Tower	Paid by Check #44298		10/14/2023	11/09/2023	11/09/2023		11/09/2023	88.71
		Vendor 440 - Johnson Controls Security Solutions Totals				Invoices	1		\$88.71
Vendor 115 - Kesting Welding									
176231	Kesting WWTP galuminum pool	Paid by Check #44299		10/18/2023	11/09/2023	11/09/2023		11/09/2023	90.00
		Vendor 115 - Kesting Welding Totals				Invoices	1		\$90.00
Vendor 1747 - KRC Safety Co Inc									
61432	Fy 23/24-CS-New lighttower for special events	Paid by Check #44300		10/26/2023	11/09/2023	11/09/2023	11/02/2023	11/09/2023	12,819.00
		Vendor 1747 - KRC Safety Co Inc Totals				Invoices	1		\$12,819.00
Vendor 1931 - MissionSquare Plan Services									
2024-00000187	30 - 457 - Employee MissionSquare \$*	Paid by EFT #2669		11/08/2023	11/08/2023	11/08/2023		11/08/2023	2,562.97
		Vendor 1931 - MissionSquare Plan Services Totals				Invoices	1		\$2,562.97
Vendor 1030 - Angelica Molina									
Monterey11/23	Code Enforcement Training 11/6/23-11/9/23	Paid by Check #44301		10/31/2023	11/09/2023	11/09/2023		11/09/2023	181.00
		Vendor 1030 - Angelica Molina Totals				Invoices	1		\$181.00
Vendor 22 - Moore Twining Associates Inc.									
3377829	Moore WWTP Industrial	Paid by Check #44302		10/25/2023	11/09/2023	11/09/2023		11/09/2023	88.00
3378121	Moore WWTP Industrial	Paid by Check #44302		11/01/2023	11/09/2023	11/09/2023		11/09/2023	88.00
		Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	2		\$176.00
Vendor 1570 - Mountain Valley Environmental Services, Inc.									
4759	Mountain Valley Environmental Services WWTP	Paid by Check #44303		11/01/2023	11/09/2023	11/09/2023		11/09/2023	4,871.70
		Vendor 1570 - Mountain Valley Environmental Services, Inc. Totals				Invoices	1		\$4,871.70



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Vendor	884 - Napa Auto Parts								
84097	Vehicles	Paid by Check #44304		10/03/2023	11/09/2023	11/09/2023		11/09/2023	184.46
84191	Vehicles	Paid by Check #44304		10/04/2023	11/09/2023	11/09/2023		11/09/2023	123.67
84194	Vehicles	Paid by Check #44304		10/04/2023	11/09/2023	11/09/2023		11/09/2023	134.12
84273	Vehicles	Paid by Check #44304		10/05/2023	11/09/2023	11/09/2023		11/09/2023	123.55
84380	Vehicles	Paid by Check #44304		10/06/2023	11/09/2023	11/09/2023		11/09/2023	43.42
84464	Vehicles	Paid by Check #44304		10/09/2023	11/09/2023	11/09/2023		11/09/2023	23.44
84488	Vehicles	Paid by Check #44304		10/09/2023	11/09/2023	11/09/2023		11/09/2023	87.78
84544	Vehicles	Paid by Check #44304		10/10/2023	11/09/2023	11/09/2023		11/09/2023	113.37
84548	Vehicles	Paid by Check #44304		10/10/2023	11/09/2023	11/09/2023		11/09/2023	65.07
84554	Vehicles	Paid by Check #44304		10/10/2023	11/09/2023	11/09/2023		11/09/2023	18.66
84585	Vehicles	Paid by Check #44304		10/11/2023	11/09/2023	11/09/2023		11/09/2023	13.33
84597	Vehicles	Paid by Check #44304		10/11/2023	11/09/2023	11/09/2023		11/09/2023	(83.74)
84598	Vehicles	Paid by Check #44304		10/11/2023	11/09/2023	11/09/2023		11/09/2023	(68.02)
84638	Vehicles	Paid by Check #44304		10/11/2023	11/09/2023	11/09/2023		11/09/2023	418.46
84641	Vehicles	Paid by Check #44304		10/11/2023	11/09/2023	11/09/2023		11/09/2023	429.86
84643	Vehicles	Paid by Check #44304		10/11/2023	11/09/2023	11/09/2023		11/09/2023	164.91
84676	Vehicles	Paid by Check #44304		10/12/2023	11/09/2023	11/09/2023		11/09/2023	216.89
84679	Vehicles	Paid by Check #44304		10/12/2023	11/09/2023	11/09/2023		11/09/2023	(58.59)
84720	Vehicles	Paid by Check #44304		10/12/2023	11/09/2023	11/09/2023		11/09/2023	35.65
84736	Vehicles	Paid by Check #44304		10/13/2023	11/09/2023	11/09/2023		11/09/2023	92.44
84753	Vehicles	Paid by Check #44304		10/13/2023	11/09/2023	11/09/2023		11/09/2023	(175.77)
84848	Vehicles	Paid by Check #44304		10/16/2023	11/09/2023	11/09/2023		11/09/2023	51.53
84909	Vehicles	Paid by Check #44304		10/17/2023	11/09/2023	11/09/2023		11/09/2023	572.84
85140	Vehicles	Paid by Check #44304		10/20/2023	11/09/2023	11/09/2023		11/09/2023	152.97
85258	Vehicles	Paid by Check #44304		10/23/2023	11/09/2023	11/09/2023		11/09/2023	17.51
85444	Vehicles	Paid by Check #44304		10/25/2023	11/09/2023	11/09/2023		11/09/2023	75.16
85490	Vehicles	Paid by Check #44304		10/25/2023	11/09/2023	11/09/2023		11/09/2023	147.68
85501	Vehicles	Paid by Check #44304		10/26/2023	11/09/2023	11/09/2023		11/09/2023	6.17
85528	Vehicles	Paid by Check #44304		10/26/2023	11/09/2023	11/09/2023		11/09/2023	89.28
85600	Repairs/Maintenance	Paid by Check #44304		10/27/2023	11/09/2023	11/09/2023		11/09/2023	53.77
85613	Vehicles	Paid by Check #44304		10/27/2023	11/09/2023	11/09/2023		11/09/2023	113.00
85628	Vehicles	Paid by Check #44304		10/27/2023	11/09/2023	11/09/2023		11/09/2023	6.17
85722	Vehicles	Paid by Check #44304		10/30/2023	11/09/2023	11/09/2023		11/09/2023	479.31
85763	Vehicles	Paid by Check #44304		10/30/2023	11/09/2023	11/09/2023		11/09/2023	95.47
85832	Vehicles	Paid by Check #44304		10/31/2023	11/09/2023	11/09/2023		11/09/2023	13.01
85833	Vehicles	Paid by Check #44304		10/31/2023	11/09/2023	11/09/2023		11/09/2023	20.93
Vendor				884 - Napa Auto Parts Totals		Invoices		36	\$3,797.76
Vendor	392 - O'Reilly Auto Parts								
3641-154128	Vehicles	Paid by Check #44305		10/02/2023	11/09/2023	11/09/2023		11/09/2023	31.77
3641-154252	Vehicles	Paid by Check #44305		10/03/2023	11/09/2023	11/09/2023		11/09/2023	63.10
3641-154468	Vehicles	Paid by Check #44305		10/04/2023	11/09/2023	11/09/2023		11/09/2023	15.18



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3641-154514	Vehicles	Paid by Check #44305		10/04/2023	11/09/2023	11/09/2023		11/09/2023	31.23
3641-154839	Vehicles	Paid by Check #44305		10/06/2023	11/09/2023	11/09/2023		11/09/2023	10.30
3641-155372	Vehicles	Paid by Check #44305		10/09/2023	11/09/2023	11/09/2023		11/09/2023	82.88
3641-155478	Vehicles	Paid by Check #44305		10/10/2023	11/09/2023	11/09/2023		11/09/2023	133.62
3641-155563	Vehicles	Paid by Check #44305		10/10/2023	11/09/2023	11/09/2023		11/09/2023	38.53
3641-155959	Vehicles	Paid by Check #44305		10/12/2023	11/09/2023	11/09/2023		11/09/2023	65.27
3641-155987	Vehicles	Paid by Check #44305		10/12/2023	11/09/2023	11/09/2023		11/09/2023	(65.27)
3641-156531	Repairs/Maintenance	Paid by Check #44305		10/16/2023	11/09/2023	11/09/2023		11/09/2023	68.22
3641-156611	Vehicles	Paid by Check #44305		10/16/2023	11/09/2023	11/09/2023		11/09/2023	655.36
3641-156682	Vehicles	Paid by Check #44305		10/17/2023	11/09/2023	11/09/2023		11/09/2023	68.81
3641-156683	Vehicles	Paid by Check #44305		10/17/2023	11/09/2023	11/09/2023		11/09/2023	39.06
3641-156685	Vehicles	Paid by Check #44305		10/17/2023	11/09/2023	11/09/2023		11/09/2023	44.41
3641-156740	Vehicles	Paid by Check #44305		10/17/2023	11/09/2023	11/09/2023		11/09/2023	52.07
3641-156787	Vehicles	Paid by Check #44305		10/17/2023	11/09/2023	11/09/2023		11/09/2023	19.53
3641-156798	Vehicles	Paid by Check #44305		10/17/2023	11/09/2023	11/09/2023		11/09/2023	303.08
3641-156898B	Vehicles	Paid by Check #44305		10/18/2023	11/09/2023	11/09/2023		11/09/2023	(.03)
3641-156909	Repairs/Maintenance	Paid by Check #44305		10/18/2023	11/09/2023	11/09/2023		11/09/2023	407.38
3641-156984	Vehicles	Paid by Check #44305		10/18/2023	11/09/2023	11/09/2023		11/09/2023	124.73
3641-157066	Vehicles	Paid by Check #44305		10/19/2023	11/09/2023	11/09/2023		11/09/2023	16.67
3641-157234	Vehicles	Paid by Check #44305		10/20/2023	11/09/2023	11/09/2023		11/09/2023	13.80
3641-157235	Vehicles	Paid by Check #44305		10/20/2023	11/09/2023	11/09/2023		11/09/2023	4.88
3641-157257	Vehicles	Paid by Check #44305		10/20/2023	11/09/2023	11/09/2023		11/09/2023	72.13
3641-157362	Repairs/Maintenance	Paid by Check #44305		10/20/2023	11/09/2023	11/09/2023		11/09/2023	14.65
3641-157363	Vehicles	Paid by Check #44305		10/20/2023	11/09/2023	11/09/2023		11/09/2023	100.86
3641-157980	Vehicles	Paid by Check #44305		10/24/2023	11/09/2023	11/09/2023		11/09/2023	6.90
3641-158162	Vehicles	Paid by Check #44305		10/25/2023	11/09/2023	11/09/2023		11/09/2023	200.44
3641-158273	Vehicles	Paid by Check #44305		10/25/2023	11/09/2023	11/09/2023		11/09/2023	584.82
3641-158374	Vehicles	Paid by Check #44305		10/26/2023	11/09/2023	11/09/2023		11/09/2023	161.47
3641-158380	Vehicles	Paid by Check #44305		10/26/2023	11/09/2023	11/09/2023		11/09/2023	22.92
3641-158425	Vehicles	Paid by Check #44305		10/26/2023	11/09/2023	11/09/2023		11/09/2023	(22.00)
3641-158637	Vehicles	Paid by Check #44305		10/27/2023	11/09/2023	11/09/2023		11/09/2023	19.58
			Vendor	392 - O'Reilly Auto Parts Totals		Invoices		34	\$3,386.35
Vendor 142 - Office Depot BSD									
336474929001	PD - Supplies	Paid by Check #44306		10/13/2023	11/09/2023	11/09/2023		11/09/2023	427.79
336475344001	PD - Supplies	Paid by Check #44306		10/13/2023	11/09/2023	11/09/2023		11/09/2023	53.25
			Vendor	142 - Office Depot BSD Totals		Invoices		2	\$481.04
Vendor 1773 - Pace Supply Corp.									
198919237	Pace Supply	Paid by Check #44307		10/24/2023	11/09/2023	11/09/2023		11/09/2023	1,084.47
199019845	Pace Supply	Paid by Check #44307		10/30/2023	11/09/2023	11/09/2023		11/09/2023	103.64
			Vendor	1773 - Pace Supply Corp. Totals		Invoices		2	\$1,188.11
Vendor 76 - Pacific Gas & Electric									
0915078178010/23	PW 09/15/23-10/16/23	Paid by Check #44317		10/16/2023	11/09/2023	11/09/2023		11/09/2023	1,915.76



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7232679737910/23	PW 09/15/23-10/16/23	Paid by Check #44330		10/16/2023	11/09/2023	11/09/2023		11/09/2023	16,395.20
0375636985010/23	N/E RD 76 & AVE 41609/23/23-10/24/23	Paid by Check #44314		10/25/2023	11/09/2023	11/09/2023		11/09/2023	105.78
5438816975410/23	L & L NEWTON & NORTHRIDGE 09/25/23-10/24/23	Paid by Check #44313		10/25/2023	11/09/2023	11/09/2023		11/09/2023	144.35
8218800681910/23	2099 W SIERRA WAY B 09/22/23-10/23/23	Paid by Check #44326		10/25/2023	11/09/2023	11/09/2023		11/09/2023	5,021.19
0418167531710/23	RD 72 & W SIERRA WAY 09/26/23-10/25/23	Paid by Check #44315		10/26/2023	11/09/2023	11/09/2023		11/09/2023	567.98
0584832101310/23	NE CRAWFORD & GERALD 09/26/23-10/25/23	Paid by Check #44316		10/26/2023	11/09/2023	11/09/2023		11/09/2023	103.02
1594680195610/23	Parks 855 E EL MONTE WAY 09/26/23-10/25/23	Paid by Check #44311		10/26/2023	11/09/2023	11/09/2023		11/09/2023	582.88
4979039280410/23	DSC 09/26/23-10/25/23	Paid by Check #44312		10/26/2023	11/09/2023	11/09/2023		11/09/2023	1,229.15
8968787345810/23	651 W SAGINAW AVE 09/26/23-10/25/23	Paid by Check #44328		10/26/2023	11/09/2023	11/09/2023		11/09/2023	184.48
4751971656810/23	HAYES & EDWARDS 09/27/23-10/26/23	Paid by Check #44321		10/27/2023	11/09/2023	11/09/2023		11/09/2023	1.86
4772157652910/23	ALTA & EL MONTE WAY 09/27/23-10/26/23	Paid by Check #44320		10/27/2023	11/09/2023	11/09/2023		11/09/2023	182.07
5355488862710/23	912 N ALTA @SAGINAW & ALTA 09/27/23-10/26/23	Paid by Check #44322		10/27/2023	11/09/2023	11/09/2023		11/09/2023	74.29
5657667089910/23	NW COR ALICE & W EL MONTE WAY 09/27/23-10/26/23	Paid by Check #44323		10/27/2023	11/09/2023	11/09/2023		11/09/2023	97.97
6657667025210/23	NW COR ALTA & RD 80 09/27/23-10/26/23	Paid by Check #44325		10/27/2023	11/09/2023	11/09/2023		11/09/2023	75.47
8647150103010/23	ON E EL MONTE WAY & PERRY 09/27/23-10/26/23	Paid by Check #44327		10/27/2023	11/09/2023	11/09/2023		11/09/2023	71.33
1686600158510/23	2255 W EL MONTE WAY 09/28/23-10/27/23	Paid by Check #44318		10/29/2023	11/09/2023	11/09/2023		11/09/2023	74.59
5064695483910/23	CRAWFORD & EL MONTE SW 09/28/23-10/27/23	Paid by Check #44324		10/29/2023	11/09/2023	11/09/2023		11/09/2023	116.04
8981923387810/23	150 W SAGINAW AVE 09/28/23-10/27/23	Paid by Check #44329		10/29/2023	11/09/2023	11/09/2023		11/09/2023	70.45
3354641796610/23	KAMM & O ST09/28/23-10/29/23	Paid by Check #44319		10/30/2023	11/09/2023	11/09/2023		11/09/2023	91.39
7022723403910/23	1480 W El Monte Way 09/28/23-10/29/23	Paid by Check #44308		10/30/2023	11/09/2023	11/09/2023		11/09/2023	521.34
9001498229310/23	405 E El Monte Way 09/27/23-10/26/23	Paid by Check #44309		10/30/2023	11/09/2023	11/09/2023		11/09/2023	1,142.63
9825087728310/23	595 W NEBRASKA AVE 09/28/23-10/29/23	Paid by Check #44310		10/30/2023	11/09/2023	11/09/2023		11/09/2023	20.66
			Vendor	76 - Pacific Gas & Electric Totals			Invoices	23	\$28,789.88
Vendor	1919 - PacWest Construction Company								
23-370	Pacwest traffic signal	Paid by Check #44331		10/23/2023	11/09/2023	11/09/2023		11/09/2023	798.68
			Vendor	1919 - PacWest Construction Company Totals			Invoices	1	\$798.68
Vendor 1968 - Pavement Coatings Co.									



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1	Pavement Coatings - Street Rehabilitation project	Paid by Check #44332		10/24/2023	11/09/2023	11/09/2023		11/09/2023	373,366.96
		Vendor 1968 - Pavement Coatings Co. Totals				Invoices	1		\$373,366.96
Vendor 7 - Pena's Disposal Services									
773764	Pena sweeper dirt and trash	Paid by Check #44333		10/20/2023	11/09/2023	11/09/2023		11/09/2023	2,646.62
		Vendor 7 - Pena's Disposal Services Totals				Invoices	1		\$2,646.62
Vendor 39 - Pioneer Equipment Company									
AP71753	Pioneer Supplies WWTP	Paid by Check #44334		10/31/2023	11/09/2023	11/09/2023		11/09/2023	82.04
		Vendor 39 - Pioneer Equipment Company Totals				Invoices	1		\$82.04
Vendor 207 - Polydene Inc.									
1777166	Polydyne Clarifloc	Paid by Check #44335		10/06/2023	11/09/2023	11/09/2023		11/09/2023	10,073.34
		Vendor 207 - Polydene Inc. Totals				Invoices	1		\$10,073.34
Vendor 124 - Reedley Veterinary Hospital									
135	PD - Vet Fees / October Disposal Fees	Paid by Check #44336		10/31/2023	11/09/2023	11/09/2023		11/09/2023	663.00
		Vendor 124 - Reedley Veterinary Hospital Totals				Invoices	1		\$663.00
Vendor 1677 - Rodeo Wild West									
179545	Rodeo Wild West Juan Medina	Paid by Check #44337		10/25/2023	11/09/2023	11/09/2023		11/09/2023	172.51
		Vendor 1677 - Rodeo Wild West Totals				Invoices	1		\$172.51
Vendor 42 - Scout Specialties									
170836	Scout Specialist socket	Paid by Check #44338		10/19/2023	11/09/2023	11/09/2023		11/09/2023	22.75
170866	Scout gloves brake cleaner	Paid by Check #44338		10/19/2023	11/09/2023	11/09/2023		11/09/2023	141.14
		Vendor 42 - Scout Specialties Totals				Invoices	2		\$163.89
Vendor 1948 - SIPRA Corp.									
6557	Sipra - Roll off C Train	Paid by Check #44339		10/12/2023	11/09/2023	11/09/2023		11/09/2023	10,714.38
		Vendor 1948 - SIPRA Corp. Totals				Invoices	1		\$10,714.38
Vendor 431 - Sparkletts									
9406519 110123	FY23/24-Multiple divisions - water bottle service/rental	Paid by Check #44340		11/01/2023	11/09/2023	11/09/2023	11/03/2023	11/09/2023	151.84
		Vendor 431 - Sparkletts Totals				Invoices	1		\$151.84
Vendor 121 - State of California									
5400170	FY23/24-Special Events-SNL Farmers Market 3rd quarter fees	Paid by Check #44341		09/30/2023	11/09/2023	11/09/2023	11/06/2023	11/09/2023	16.00
		Vendor 121 - State of California Totals				Invoices	1		\$16.00
Vendor 1998 - Superior Tank Solutions, Inc									
2613C	Superior Tank Solutions	Paid by Check #44342		10/06/2023	11/09/2023	11/09/2023		11/09/2023	2,800.00
		Vendor 1998 - Superior Tank Solutions, Inc Totals				Invoices	1		\$2,800.00
Vendor 818 - Kuldip Thusu									
Atlanta 11/23	National League of Cities Conference 11/14/23-11/17/23	Paid by Check #44343		11/07/2023	11/09/2023	11/09/2023		11/09/2023	229.00
		Vendor 818 - Kuldip Thusu Totals				Invoices	1		\$229.00
Vendor 1953 - Ed Todd									



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OCTOBER 2023	Anthem Reimb 10/01/2023-10/31/2023	Paid by Check #44344		10/31/2023	11/09/2023	11/09/2023		11/09/2023	902.71
			Vendor 1953 - Ed Todd Totals				Invoices	1	\$902.71
Vendor 529 - Todd Companies									
3	Todd Companies Entertainment Plaza RR Project	Paid by Check #44345		10/31/2023	11/09/2023	11/09/2023		11/09/2023	16,360.26
			Vendor 529 - Todd Companies Totals				Invoices	1	\$16,360.26
Vendor 311 - Top Dog Training Center									
1751	PD - K9 Maintenance Training / Enzo & Zeus	Paid by Check #44346		11/03/2023	11/09/2023	11/09/2023		11/09/2023	180.00
			Vendor 311 - Top Dog Training Center Totals				Invoices	1	\$180.00
Vendor 329 - Townsend Public Affairs									
20679	CONSULTING NOVEMBER 2023	Paid by Check #44347		11/01/2023	11/09/2023	11/09/2023		11/09/2023	5,500.00
			Vendor 329 - Townsend Public Affairs Totals				Invoices	1	\$5,500.00
Vendor 902 - Tractor Supply Credit Plan									
9564 10/30/2023	PW supplies	Paid by Check #44348		10/30/2023	11/09/2023	11/09/2023		11/09/2023	3.24
			Vendor 902 - Tractor Supply Credit Plan Totals				Invoices	1	\$3.24
Vendor 49 - Tulare County									
20138	Tulare CO Jail Ind planning name plates	Paid by Check #44349		10/20/2023	11/09/2023	11/09/2023		11/09/2023	75.95
			Vendor 49 - Tulare County Totals				Invoices	1	\$75.95
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
23-11-07	October 2023	Paid by Check #44350		11/07/2023	11/09/2023	11/09/2023		11/09/2023	6,414.84
			Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals				Invoices	1	\$6,414.84
Vendor 296 - Tulare Kings Veterinary Emergency									
208519	PD - Vet Fees	Paid by Check #44351		11/04/2023	11/09/2023	11/09/2023		11/09/2023	132.18
			Vendor 296 - Tulare Kings Veterinary Emergency Totals				Invoices	1	\$132.18
Vendor 273 - US Bank									
514146463	ACCT# 530029 - PW COPIER CHARGES	Paid by Check #44352		10/27/2023	11/09/2023	11/09/2023		11/09/2023	818.94
			Vendor 273 - US Bank Totals				Invoices	1	\$818.94
Vendor 154 - USA Bluebook									
INV00165452	USA Blue Book supplies	Paid by Check #44353		10/16/2023	11/09/2023	11/09/2023		11/09/2023	998.09
			Vendor 154 - USA Bluebook Totals				Invoices	1	\$998.09
Vendor 359 - Valero Marketing & Supply Company									
93052705	Oct/Nov 2023	Paid by EFT #2668		11/06/2023	11/09/2023	11/09/2023		11/09/2023	9,846.18
			Vendor 359 - Valero Marketing & Supply Company Totals				Invoices	1	\$9,846.18
Vendor 354 - Verizon Wireless									
9946864808	Administration 09/15/23-10/14/23	Paid by Check #44354		10/14/2023	11/09/2023	11/09/2023		11/09/2023	337.40
			Vendor 354 - Verizon Wireless Totals				Invoices	1	\$337.40
Vendor 1313 - Yepez Plumbing									
08836	Yepez entertainment plaza restroom	Paid by Check #44355		10/30/2023	11/09/2023	11/09/2023		11/09/2023	200.00



Accounts Payable Invoice Report

Payment Date Range 11/04/23 - 11/09/23
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	1313 - Yepez Plumbing Totals		Invoices	1		\$200.00
Vendor 209 - Zweigle Septic Service									
39399	FY23/24-Special Events-Harvest Fling-Portable restroom rental	Paid by Check #44356		10/31/2023	11/09/2023	11/09/2023	11/06/2023	11/09/2023	285.00
			Vendor	209 - Zweigle Septic Service Totals		Invoices	1		\$285.00
				Grand Totals		Invoices	369		\$818,837.36



City Council Staff Report

Department: POLICE SERVICES

November 14, 2023

To: Mayor and City Council

From: Abel Iriarte, Chief of Police

By: Thaddeus Ashford, Lieutenant of Operations

Subject: Urgency Ordinance No. 2023-07 Adopting Daytime Curfew (AI)

RECOMMENDATION

Council conducts a public hearing and following the hearing, introduce Ordinance, read the title into the record, waive reading in full, and adopt Urgency Ordinance No. 2023-07 amending Chapter 9.60 of the Dinuba Municipal Code by adding Section 9.60.050 relating to Minors' Daytime Curfew.

EXECUTIVE SUMMARY

The Dinuba Police Department and the Dinuba Unified School District have been working collaboratively on ways to reduce truancy during school hours. A daytime curfew has been discussed as a possible tool to help the District address the issue. Staff has prepared an ordinance that would add a daytime curfew to the existing ordinance. The proposed ordinance is presented as an Urgency Ordinance in order to put the daytime curfew into effect immediately. The Urgency Ordinance will be in effect for an initial 45-day period during which time the city intends to introduce a permanent ordinance.

OUTSTANDING ISSUES

None.

DISCUSSION

California compulsory education laws require children between the age of six and eighteen years of age to attend school. When students are attending school, they are under adult supervision and are less likely to engage in vandalism, loitering and other unwanted activities outside of school grounds.

The Dinuba Unified School District has recently identified and increase of unsupervised minors during school hours present in public spaces with no specific purpose, increasing the likelihood of these minors engaging in non-productive and at times destructive and/or illegal conduct. In responding to delinquencies and unexcused absences, the District utilizes community liaisons and social workers to make home visits in these cases. Student who are constantly truant are referred to School Attendance Review Boards (SARB). Parents must come to these hearings to find out why the student is habitually truant so we can provide support. If parents of truant students attend too many SARB hearings, they may be referred to the County Attendance Review Board (CARB). CARB is facilitated by a local judge who can actually levy fines.

After ongoing discussions with the DUSD, a daytime curfew was identified as an opportunity to address truancy and loitering by minors during school hours. Many cities throughout the state and county have adopted similar daytime curfew restrictions. The city received a letter of support for a daytime curfew ordinance from Mr. Jesse Sanchez, District Administrator with the Dinuba Unified School District.

The proposed Ordinance No. 2023-07 would amend the existing Dinuba Municipal Code to add language enacting a daytime curfew, with certain exceptions, for minors between the hours of 8:00 am and 3:00 pm on days that school is in session. A copy of the Ordinance No. 2023-07 is enclosed as Attachment 'B'. Daytime curfew violations can offer an opportunity for early intervention and referral to programs that can provide needed students and/or family services. Enforcement of the daytime curfew will be the primary responsibility of the Dinuba Police Department.

Currently, when a minor is taken into custody for an "Overnight Curfew" violation, they are processed at the Police Department and released to a parent or legal guardian with an appointment date and time for the Non-Custody Intake Unit (Thunderbolt Program), through the Tulare County Juvenile Probation Department. The "Minors' Daytime Curfew" will follow this same procedure. As with the "Overnight Curfew", the "Minors' Daytime Curfew" violations will also be treated as misdemeanors.

Staff is recommending that Ordinance No. 2023-07 "Minors' Daytime Curfew", be adopted as an urgency ordinance in order for the provisions to be effective immediately. The urgency ordinance, if adopted, will be effective for a 45-day period during which time staff will prepare a permanent ordinance.

Daytime curfew ordinances are implemented as part of a strategic effort to improve public safety and deter truancy. The primary goal of the daytime curfew is to help reduce truancy, minimize potential for unsupervised activities, and to ensure that students are attending school. In an effort to protect and preserve the public health, safety, and welfare and aid in the enforcement of the above issues, .

Staff recommends Council conduct a public hearing and following the hearing, introduce Ordinance, read the title into the record, waive reading in full, and adopt

Urgency Ordinance No. 2023-07 amending Chapter 9.60 of the Dinuba Municipal Code by adding Section 9.60.050 relating to Minors' Daytime Curfew.

FISCAL IMPACT

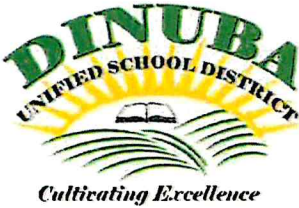
There is no fiscal impact anticipated due to the adoption of Ordinance 2023-07.

PUBLIC HEARING

A public hearing notice in regard to the proposed ordinance was published in the Mid Valley Times on November 9th, 2023. The public hearing notice is herein enclosed as Attachment 'C'.

ATTACHMENTS:

- A. DUSD Letter of Support
- B. Urgency Notice No. 2023-07
- C. Public Hearing Notice No. 2023-07



ADMINISTRATION OFFICE: 1327 E El Monte Way, Dinuba, CA 93618
Tel. (559) 595-7200 • FAX (559) 591-3334
<https://dinuba.k12.ca.us>

Dr. Jesse Sanchez
132 E. El Monte Way
Dinuba, CA 93618
November 2, 2023

504 E. El Monte Way
Dinuba, CA 93618

Subject: Support for Daytime Curfew for Minors

Dear Members of the City Council,

I am writing to express my strong support for the implementation of a daytime curfew for minors in our city. Ensuring the safety and well-being of our Dinuba Unified School District students is of paramount importance, and I believe that a daytime curfew is an effective measure to achieve this.

A daytime curfew for minors will provide several benefits for our school community. It will help reduce truancy rates, ensuring that students are attending school regularly and receiving the education they need. By keeping students off the streets during school hours, we can also minimize the potential for them to engage in unsupervised activities that may lead to delinquency or unsafe situations.

In addition to supporting the educational system, a daytime curfew can contribute to a safer and more peaceful community for all residents. It can help reduce instances of vandalism, loitering, and other unwanted activities that often occur when minors have idle time during the day.

I understand that there may be concerns about the enforcement and potential impact on those who have legitimate reasons to be out during school hours, such as homeschooling or other specific circumstances. It is crucial that any daytime curfew ordinance be carefully crafted to address these concerns and provide for appropriate exemptions. I believe that through open dialogue and collaboration between the city council, law enforcement, schools, and community members, we can design a daytime curfew ordinance that strikes the right balance between promoting safety and respecting the individual circumstances of our residents.

I strongly urge the city council to consider and pass a daytime curfew for minors in our city. It is a proactive step toward creating a safer and more education-focused environment for our students, which will benefit us all in the long run. I am willing to support and participate in any efforts to make this initiative a reality.

Thank you for your time and consideration of this important matter. I look forward to the positive impact that a daytime curfew can bring to our community.

Sincerely,

Jesse Sanchez, Ed.D.
District Administrator

ATTACHMENT A

URGENCY ORDINANCE NO. 2023-07 MINORS' DAYTIME CURFEW

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

SECTION 1. FINDINGS, PURPOSE, AND INTENT.

- (a) The Dinuba Municipal Code, Section 9.60, "Minors' Curfew", currently imposes a nighttime curfew for minors for the intended purpose of securing the public peace, health, and safety of said minors by diverting them from delinquency, drug-related problems, and crime in general, both as witnesses, victims and perpetrators.
- (b) The City of Dinuba Police Department and Dinuba Unified School District have recently identified an increase of unsupervised minors during school hours and present in public spaces with no specific purpose, increasing the likelihood of these minors engaging in non-productive and at times destructive and/or illegal conduct and therefore strongly support the City Council's adoption of Urgency Ordinance, No. 2023-07 "Minors' Daytime Curfew".
- (c) The purpose of Urgency Ordinance, No. 2023-07 "Minors' Daytime Curfew", is to reduce the problems of juvenile delinquency, drugs, and crime by requiring, with certain exceptions, that minors not truant from school during the hours of 8:00 AM and 3:00 PM on days that their school is in session.
- (d) The City Council of the City of Dinuba further declares and finds that the community as a whole suffers when minor students are not attending school. Truancy or unexcused absenteeism from school results in a loss of educational and life opportunities for the student and a loss of revenue to the school. Truancy also often leads to vandalism, petty theft, daytime burglaries, and other criminal activity. Truants often tend to loiter in and about public places. Frequently, persons going about their lawful business, and/or public property, become the targets of delinquent and truant minors during school hours and, hence, an additional purpose of this Urgency Ordinance, No. 2023-07, shall also be to promote the general public safety.
- (e) The City Council also finds that there is an urgent need to immediately adopt Urgency Ordinance, No. 2023-07, in order to reduce the number of truant minors during school hours and prevent crimes and encourage minor students to remain at school where they can learn and develop their future career and life opportunities.
- (f) Based on the above-described facts, the City Council of the City of Dinuba finds that this urgency ordinance is necessary to protect and preserve the public health, safety

and welfare, and therefore it may be introduced and adopted at the same meeting and shall take effect immediately if passed by at least four (4) affirmative votes.

- (g) This urgency ordinance, No. 2023-07 “Daytime Curfew for Minors”, shall be effective for an initial period of 45 (forty five) days and consistent with California Government Code Section 65858 (a) may be extended for 10 months and 15 days and subsequently extended for one year.
- (h) During the period of time in which this urgency Ordinance, No. 2023-07, “Minors’ Daytime Curfew”, is in effect, the City of Dinuba intends to introduce a permanent minors’ daytime curfew ordinance for the City Council’s consideration and adoption.

SECTION 2. MINORS’ DAYTIME CURFEW.

(a) Hours.

It shall be unlawful for any minor under the age of eighteen (18) years who is subject to compulsory education or to compulsory continuing education, to loiter, idle, wander, stroll or aimlessly drive or ride about in or upon any public street, avenue, highway, road, curb area, alley, park, playground or other public ground, public place or public building, place of amusement or eating place, vacant lot or abandoned or vacant building between the hours of eight o'clock (8:00) A.M. and three o'clock (3:00) P.M. of the same day on days when the minor's school is in session. Any minor found in violation of any provision of this section is guilty of a misdemeanor

The provisions of this subsection do not apply when:

1. The minor is accompanied by his parent, legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse, eighteen (18) years of age or older; or
2. The minor is upon an errand directed by his parent, legal guardian or other adult person having the legal care or custody of the minor, or by his spouse, eighteen (18) years of age or older; or
3. The minor has in his possession a written excuse from his parent, legal guardian or other adult person having the legal care or custody of the minor or from his spouse eighteen (18) years of age or older; or
4. The minor has written permission to leave campus and has in his possession a valid, school issued off campus permit; or
5. The minor is going directly to or returning directly from a place where the minor is gainfully employed, to or from the place where the minor has a

medical appointment or to or from the place of a public meeting, public entertainment such as a movie, play, sporting event, dance or school activity, provided that such meeting, event or activity is a school approved activity for the minor or is otherwise supervised by school personnel of the minor's school; or

6. The minor is receiving instruction by a qualified tutor pursuant to Education Code section 48224, or is otherwise exempt from attendance at a public or private full time day school as set forth in the Education Code; or
7. The presence of such minor in said place or places is connected with, or required with respect to, a business, trade, profession or occupation in which the minor is lawfully engaged.

(b) Parental Responsibility; Cost Recovery.

1. Determination By Court: When a court determines that a minor under eighteen (18) years of age is subject to civil or criminal liability based on violation of the daytime curfew provided for below in Subsection 2(b)(3), "Parental Responsibility", it may impose a judgment of civil liability on the parent or legal guardian of the minor rendering the parent or legal guardian jointly and severally liable for the cost of providing law enforcement personnel to supervise the minor during his detention, over and above the cost of services normally provided by the city law enforcement agency.
2. Determination by Chief Of Police: When the chief of police or his designee determines that the city law enforcement agency has incurred costs over and above the cost of services normally provided by the agency in providing law enforcement personnel to supervise a minor during his detention for violation of the daytime curfew imposed by this urgency ordinance, No. 2023-07, and when it has been determined by a court that the minor was civilly or criminally liable for such misconduct, the parent or legal guardian of the minor may be assessed and billed for such additional costs.
3. Parental Responsibility: Every parent, guardian or other person having legal care, custody or control of any person under the age of eighteen (18) years who intentionally causes or encourages such person in, or with criminal negligence fails to restrain such person from, violating any provision of this curfew is guilty of an misdemeanor. (Ord. 389 § 2 (part), 1965: prior code § 5214)

(c) Appeal.

Any billing sent pursuant to subsection 2(b) "Parental Responsibility; Cost Recovery", shall inform the billed party of the right to appeal said billing. Any person receiving a bill for law enforcement services pursuant to this subsection 2(b) may, within fifteen working (15) days after the billing date, contest that there was a violation of this Urgency Ordinance, No. 2023-07 and request a hearing, pursuant to the Dinuba Municipal Code Section 1.18.080, "Appeal of administrative citation". The hearing request form must be submitted with an advanced deposit, the full amount of the fine, which will be refunded if it is determined, after the hearing, that the person charged in the administrative citation was not the responsible person for the violation(s) or that there was no violation(s) as charged in the administrative citation. (Ord. 2010-01 § 1 (part), 2010).

- (d) The City of Dinuba Police Department primary responsibility for enforcing Urgency Ordinance, No. 2023-07. The City of Dinuba expressly reserves its prosecutorial discretion to determine whether to prosecute and/or cite violations as an administrative citation, infraction or misdemeanor. Nothing in this urgency ordinance, No. 2023-07 shall prevent the City from engaging in efforts to obtain voluntary compliance by means of warnings, notices, or educational programs.

SECTION 3. SEVERABILITY.

Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. PUBLICATION.

Pursuant to the City Charter of the City of Dinuba, Section 2.12, the City Clerk shall publish a summary of this Ordinance within 20 days of the City Council's adoption, in a newspaper of general circulation in the City . The City Clerk shall also make the adopted Urgency Ordinance 2023-07 available upon request by any member of the public.

The foregoing, Urgency Ordinance No. 2023-07, “Minors’ Daytime Curfew ”, was adopted and passed at a regular meeting of the City Council of the City of Dinuba on the 14th day of November 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Maribel Reynosa Mayor,
City of Dinuba

ATTEST:

Maria Alaniz
City Clerk, City of Dinuba

NOTICE OF CITY OF DINUBA
PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing is scheduled for Tuesday, November 14, 2023 during the regular meeting of the Dinuba City Council which begins at 6:30 PM. City staff will recommend the Dinuba City Council to adopt Urgency Ordinance No. 2023-07, "Daytime Curfew for Minors", which if adopted would be effective immediately.

CITY OF DINUBA
URGENCY ORDINANCE NO. 2023-07
MINORS' DAYTIME CURFEW

Urgency Ordinance No. 2023-07, "Minors' Daytime Curfew" is aimed to reduce an increase of truancy among Dinuba minors. This ordinance will prohibit minors from being absent from school during the hours of 8:00 AM and 3:00 PM on days that their school is in session. Ordinance No. 2023-07, provides seven (7) categories of exceptions to allow flexibility and reasonableness in the enforcement of this new City law. The new City of Dinuba Minors' Daytime Curfew also allows the City to issue administrative fines and penalties to parents of the minors in violation of Ordinance No. 2023-07, when "the cost of providing law enforcement personnel to supervise the minor during his detention, exceeds the cost of services normally provided by the city law enforcement agency." This Ordinance also provides appeal rights to parents cited in the above manner. Under the California Government Code, urgency ordinances are effective immediately and can be extended for two periods of 10 months and fifteen (15) day. Extensions require a public hearing and a vote of four-fifths (4/5) City Council vote for adoption.

PUBLIC HEARING
INFORMATION

Date: November 14, 2023
Time: 6:30 pm (or thereafter)
Place: City of Dinuba City Council Chambers
405 E El Monte Way
Dinuba, CA 93618

You are welcome to attend the City Council meeting of November 14, 2023, to express your views during the Public Hearing on Urgency Ordinance No. 2023-07, "Minors' Daytime Curfew". The City also accepts mailed comments, which are then distributed to the City Council prior to the Public Hearing. If you desire more information or wish to view a full copy of the urgency ordinance and staff report, please contact the City Clerk's office at 405 E El Monte Way, Dinuba CA (559) 591-5900.

ATTEST: David J. Yanez, City Attorney
PUBLICATION DATE: Mid Valley Times, November 7, 2023



City Council Staff Report

Department: FIRE SERVICES

November 14, 2023

To: Mayor and City Council

From: Greg Chastain, Interim Fire Chief

Subject: Acceptance of Donation from Alta Healthcare District (GC)

RECOMMENDATION

Council to accept donation from the Alta Healthcare District in the amount of \$310,427.00 for the purchase of a new ambulance and authorize the City Manager or designee to sign any related documents.

EXECUTIVE SUMMARY

The City of Dinuba Fire Department submitted a request to the Alta Healthcare District for funding to purchase a new ambulance. On October 19th, the Alta Healthcare District Board of Directors unanimously voted to approve funding in the amount of \$310,427.00 for the purchase of a new ambulance and supporting equipment.

OUTSTANDING ISSUES

None.

DISCUSSION

The Alta Healthcare District is an entity that receives a small portion of property taxes from properties located within the district boundaries. The funds are designated for the purpose of supporting healthcare needs for the population residing within the district. The Dinuba Fire Department provides emergency medical treatment and transport within the boundaries of Alta Healthcare District.

The funds donated by Alta Healthcare District will be used to purchase a new ambulance and supporting equipment. The new ambulance will replace an old, high mileage ambulance and will help ensure that the Dinuba Fire Department has a reliable fleet of ambulances.

The City Council is being asked to accept the grant and authorize the City Manager

or designee to sign any related documents.

FISCAL IMPACT

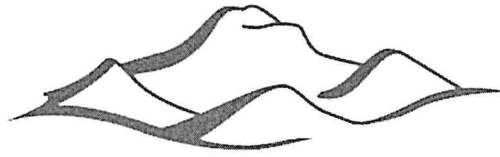
The acceptance of this grant will allow the City of Dinuba to purchase a new ambulance and supporting equipment.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment 'A'



Alta Healthcare District

October 20, 2023

Dinuba Fire Department
Attn: Greg Chastain
496 East Tulare Street
Dinuba, CA 93618

Re: Grant of Funds – Dinuba Fire Department – 2023 Metro Express Ambulance
Grant No.: FY2023-5

Dear Mr. Greg Chastain:

We are pleased to inform you that the Alta Healthcare District (“District”) on October 19, 2023, at its regularly scheduled board meeting, approved a grant to provide funding to purchase a 2023 Metro Express Ambulance in the district’s community. During these times of concern related to reliable medical transportation, the Board appreciates the work you are doing in the area.

The conditions of the grant are as follows:

1. Grantee may use the approved funds of \$310,427, for the purpose of purchasing 2023 Metro Express Ambulance in the fiscal 2023-2024 year.
2. Funds will be provided when you notify the district that the ambulance is ready to be delivered and payment is required.
3. Acknowledgement of the grant through your media sources.
4. Provision of a written report on the use of the funds and the programs it supports. This report should include an accounting of how the grant was spent with verifiable supporting documents. The grant Report will be due 12 months from fund issuance. This report is due 15 days prior to regularly scheduled Alta Healthcare District Board Meeting. A written report is required; personal appearance by a Grantee representative at the respective board meetings is at the option of the Grantee.
5. If the funds are not used for identified purpose, they shall be subject to return to the District. Grantee shall notify District within 15 days of determining that the Grantee is unable to expend the funds for the identified purpose, and shall return the funds, or shall apply for a further grant modification, within 15 days of such notice.

Dinuba Fire Department
Greg Chastain
October 20, 2023
Page 2

Please acknowledge acceptance of the grant under the terms set forth above by returning an executed copy of this letter. Please return a copy of this letter to (you may want to also e-mail your acceptance to me to speed the process):

Jana Spade
930 Tulare Street
Pismo Beach, CA 93449
Spades5@sbcglobal.net

If you have any pictures which relate to your use of the grant, we would appreciate you sharing them with us. We would post them on our website acknowledging your organization and its work. If you have any questions regarding this grant and its requirements, please contact myself or District Counsel, Alex Peltzer, apeltzer@prlawcorp.com. We wish you the very best as you put our grant to work.

Sincerely,



Jana Spade
CFO Alta Healthcare District

cc: Alex Peltzer, Attorney, Alta HCD
Yvette Botello, Chair, Alta HCD
Adriana Macias, Clerk of the Board, Alta HCD



Alta Healthcare District

Acceptance of Grant

I, _____, on behalf of the above-named grantee, represent
that the organization has accepted the grant under the terms and conditions set forth above.

Dated: _____

Signed: _____

Name: _____

Position: _____