CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

Tuesday, October 22, 2024 / 5:00 PM / City Hall / 405 East El Monte Way, Dinuba

District 1	District 2	District 3	District 4	District 5
Rachel Nerio-Guerrero Vice Mayor	Maribel Reynosa Mayor	Benjamin Prado Council Member	Kuldip Thusu Council Member	Linda Launer 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. Work Session - 5:00 PM

1.1. Dinuba Chamber of Commerce Annual Report (DJ)

1.2. Authorization to Enter into Contract Negotiations for Discarded Materials Management Services (GA)

2. OPENING CEREMONIES

2.1. Welcome and Call to Order

2.2. Invocation

2.3. Pledge of Allegiance

3. AGENDA CHANGES OR DELETIONS

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

4. NEW EMPLOYEES AND PROMOTIONS

4.1. Introduction and Oath of Office for Police Officer Shawn Campbell (AI)

4.2. Introduction and Oath of Office for Police Officer Rogelio Diaz (AI)

4.3. Introduction of Public Safety Dispatcher Josiah Landeros (AI)

5. REQUEST TO ADDRESS COUNCIL

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

6. CONSENT CALENDAR

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

6.1. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting minutes of October 8, 2024 as presented

6.2. 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 8, 2024.

6.3. SUBJECT

Request for Sponsorship for the Dinuba Chamber of Commerce Car Show, Chili Cook Off and Concert on November 9, 2024 (MA)

RECOMMENDATION

Council to approve sponsorship in the amount of $7,000 for the Dinuba Chamber of Commerce Car Show, Chili Cook Off and Concert on November 9, 2024.

6.4. SUBJECT

Resolution No. 2024-69 Authorization to Enter into Lease Agreement for Acquisition of New Golf, Utility Carts and a Greens Mower for Ridge Creek Golf Course (KS)

RECOMMENDATION

Council to adopt Resolution No. 2024-69 approving a 48-month Lease Agreements with PNC Equipment Financing for (75) new golf carts and (6) new utility carts and a greens mower for use by Ridge Creek Golf Course and authorize the Administrative Services Director to execute all necessary documents.

6.5. SUBJECT

Ordinance No. 2024-05 Second Reading and Adoption - City Council Members Compensation (DJ)

RECOMMENDATION

Council to conduct the second reading, waive reading in full, and adopt Ordinance No. 2024-05 amending Dinuba Municipal Code Section 2.04.050 setting City Council compensation at $500 per month consistent with state law (SB 329).

6.6. SUBJECT

Co-sponsorship Request from Valley Legends Athletics Corp. (SH)

RECOMMENDATION

Council to consider waiving field rental fees for the Valley Legends Athletics Corp. Baseball Club.

6.7. SUBJECT

Resolution No. 2024-82, Authorization to Purchase Real Property (APN: 018-011-006) (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2024-82 authorizing the purchase real property located at 990 East El Monte Way (APN: 018-011-006)

6.8. SUBJECT

Resolution No. 2024-83 Amending and Adopting the Purchasing Policy (KS)

RECOMMENDATION

Council approve amendment to the City's Purchasing Policy to include equipment lease procedures.

6.9. SUBJECT

22nd Annual Veterans Dinner Sponsorship (MA)

RECOMMENDATION

Council to approve sponsorship in the amount of $500 for the 22nd Annual Veterans Dinner to be held on October 30, 2024 at the Orosi Memorial Hall.

7. WARRANT REGISTER

7.1. SUBJECT

Warrant Register October 11 & 18, 2024 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

8. PUBLIC HEARING

8.1. SUBJECT

Continued Public Hearing on Communitywide Zone Changes (KSch)

RECOMMENDATION

1. Adopt Resolution No. 2024-67 (Attachment "A") amending the General Plan Land Use Map for Case #20 from "Public-Semi-Public" to "Professional Office."

2. Introduce and conduct the first reading, waive reading in full, of Ordinance No. 2024-04 (Attachment “B”) amending the City of Dinuba Zoning Map as shown in Exhibit “A” and listed in Exhibit “B”.

9. DEPARTMENT REPORTS

9.1. SUBJECT

Review of Outside Agency Boards and Committees Appointments (MA)

RECOMMENDATION

Council to review current outside committee assignments and adjust appointments as necessary.

10. MAYOR/COUNCIL REPORTS

11. CITY MANAGER COMMUNICATIONS

12. CITY STAFF COMMUNICATIONS

13. 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)

City Council Staff Report

Department: CITY MANAGER'S OFFICE | October 22, 2024

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Dinuba Chamber of Commerce Annual Report (DJ)

RECOMMENDATION

Council to receive annual activities report from Dinuba Chamber of Commerce CEO, Heathe Jones.

EXECUTIVE SUMMARY

The Dinuba Chamber of Commerce provides an annual report to City Council on organizational changes, a fiscal health report, and planned community activities and events.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Dinuba Chamber Report

Dinuba City Contribution Report

Prepared by Heathe Jones, President/CEO Dinuba Chamber of Commerce

Introduction

The Dinuba Chamber of Commerce is pleased to present this report, which outlines how the City of Dinuba's contribution of **$74,186.16** has been allocated during the fiscal year. These funds were critical in supporting major community events, leadership initiatives, and operational activities that align with the Chamber's mission of fostering economic growth and enhancing the quality of life in Dinuba.

This report provides a comprehensive breakdown of how the funds were used to support city services such as police, fire, and public works for key community events including the Raisin Day Festival, Cinco de Mayo Festival, Women Empowerment, Miss Dinuba Pageant, and the Chamber Golf Tournament. These funds helped ensure the safe and smooth operation of major community events and programs through essential city services.

Summary of City Services Funded

The following is a breakdown of the major city services fees covering police, fire, parks, public works and Golf Course Expenses related to Dinuba Chamber community events:

Service	Total Cost
Police Department	$23,785.34
Fire Department	$1,220.00
Parks and Public Works	$8,950.75
Golf Tournament (FacilityFee)	$2,128.07
Total for City Services	**$36,084.16**

Detailed Breakdown of City Contributions

Event/Program	Expense Item	Contribution $
	Publicity, Entertainment, Security, Portable Toilets, Public Works, Police, Fire Dept.	31,433.08

Raisin Day Festival		
Cinco de Mayo Festival	Parks, Police, Security, Portable Toilets, Entertainment, Fire Dept.	36,199.52
Women Empowerment Event	Event Costs	942.32
Miss Dinuba Pageant	Decorations, Judges, Facility, Entertainment, Fashion Show	3,483.17
Chamber Golf Tournament	Facility Fee	2,128.07
Total		**$74,186.16**

Conclusion

The City of Dinuba's contribution has been vital in supporting a wide array of community events and programs. These funds allowed the Dinuba Chamber of Commerce to collaborate with the city to organize safe, well-executed events that promote community spirit and local business growth. We appreciate the City Council's continued support and look forward to working together to enhance the community's quality of life through future partnerships.

New Partnerships and Initiatives for 2024

The Dinuba Chamber of Commerce continues to expand its services, partnerships, and event offerings to better support local businesses and community leadership. Below are key developments for the coming year:

1. Partnership with Mid Valley Times

Overview: The Chamber has partnered with the **Mid Valley Times** to provide enhanced visibility and communication for its members. This partnership strengthens the Chamber's communication efforts and helps promote local business news and events.

Details:

- **Free Subscription**: Every Chamber business member will receive a **free copy** of the newspaper.
- **Advertising Credits**: The Chamber will receive **advertising credits**, allowing it to feature news and local businesses in the paper.
- Annual Community Guide to be published in February and will feature award winners from our annual awards banquet among other relatable news.

2. Launch of a New Website and Branding

Overview: The Chamber has launched a **new website** and updated its branding to better reflect its mission of supporting businesses and fostering leadership.

Features:

- A **user-friendly website** that provides easy access to event calendars, member resources, and Chamber updates.
- **New branding** that emphasizes professionalism, business advocacy, and community leadership.
- Allow for a community calendar with several editors

3. Introduction of the State of the Community Event

Overview: New for 2024, the Chamber will host a **State of the Community Event** that brings together business leaders, city officials, and community members.

Purpose:

- **Economic and Community Updates**: This event will serve as a platform for the city's leadership to share **important updates** on economic developments, community programs, and future projects.
- **Business and Civic Engagement**: It will provide an opportunity for local businesses to learn about upcoming city initiatives and discover **collaboration opportunities**.

4. Year-Long Calendar of Events

Overview: The Chamber has developed a comprehensive **year-long event calendar** designed to engage the business community and support leadership development. Provide consistent opportunities for businesses to connect with the community and contribute to local growth.

- **Events Include**:
  - **Raisin Day Festival**: A celebration that promotes business engagement and local pride.
  - **Cinco de Mayo Pageant and Festival**: A key cultural event with strong business involvement.
  - **Women Empowerment Event**: Focused on leadership and professional development for women in the community.
  - **Miss Dinuba Pageant and Youth Leadership Programs**: Continuing to cultivate youth leadership.
  - **Car Show Relocation**: Moving the Car Show **back downtown** to support the city's **Downtown Revitalization Initiative (DRI)**.
  - Annual Banquet with Chamber Community Awards
  - State of the Community Breakfast
  - Dinuba Earth Day Golf Tournament
  - Monthly GAC Meetings with Quarterly Regional Partner Opportunities

City Council Report on Raisin Day Festival 2023

Prepared by: Dinuba Chamber of Commerce

Event Date: September 21-24th 2023

The Raisin Day Festival is one of Dinuba's key annual community events, attracting residents and visitors, while providing significant opportunities for local businesses and vendors.

Total Income Summary

- **Total Actual Income**: **$73,413.00**
- **Total Budgeted Income**: **$82,159.00**

- **Carnival Ticket Sales**:
  Carnival sales were **$5,185.00** below expectations. This may be due to lower-than-anticipated attendance or ticket sales, which should be analyzed further for future improvements in marketing or pricing strategies.
- **Food Space and Craft Space Rentals**:
  Food Space Rentals exceeded the budget by **$2,300.00**, indicating strong vendor participation.
- **Craft Space Rentals** also outperformed projections by **$1,150.00**, reflecting demand from local artisans and small businesses.

Total Expenses Overview

- **Actual Total**: **$43,570.15**
- **Budgeted Total**: **$43,965.77**
- **Variance**: **-$395.62** (Under budget)

City Council Report on Raisin Day Festival 2024

Prepared by: Dinuba Chamber of Commerce

Event Date: September 26-29th 2024

The Raisin Day Festival is one of Dinuba's key annual community events, attracting residents and visitors, while providing significant opportunities for local businesses and vendors. **This report is not intended to be a complete account as the event finances are not closed out.**

Raisin Day Festival Initial Income Summary (2024)

Income Category	Actual Income
413.090 · Raisin Day Sponsor	**3,500.00**
413.100 · Raisin Day Food Space Rentals	11,925.00
413.200 · Raisin Day Carnival Ticket Sales	**47,000.00**
413.300 · Raisin Day Parade Entries	320.00
413.500 · Raisin Day Craft Space Rentals	4,0000
413.550 · Merchant Row	240.00
413.600 · Raisin Day T-Shirt	250.00
413.800 · Tulare County Health Certificate	1,577.00
413.850 · Fire Inspection Fee	680.00
413.880 · Raisin Day Insurance	975.00

Important Noted Trends:

- Ticket Sales for Carnival were down around 15%
- Our Insurance Cost were down 40% from 2023
- According to Placer.ai this event had 25,000 visitors with the most visitors on Saturday and Sunday

City Council Staff Report

Department: PUBLIC WORKS | October 22, 2024

To: Mayor and City Council

From: George Avila, Public Works Director

Subject: Authorization to Enter into Contract Negotiations for Discarded Materials Management Services (GA)

RECOMMENDATION

1. Council to receive report and select preferred hauler to provide discarded materials management services to the City of Dinuba; and,
2. Council to authorize City staff to negotiate the terms of the franchise agreement with the selected hauler and present final agreement to the City Council for approval.

EXECUTIVE SUMMARY

The City released a Request for Proposals (RFP) in June of this year soliciting proposals from private haulers to provide discarded materials management services. The current contract with Pena's Disposal expires on June 30, 2025. A total of four (4) proposals were received by the August 9, 2024 deadline. The City established a six-person committee to evaluate, score and rank the proposals. The Committee subsequently interviewed and toured the top two (2) companies – Pena's Disposal and Mid Valley Disposal. The review committee (5/1), gave Mid Valley Disposal the highest overall score.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba utilizes an exclusive franchise agreement for the collection and processing of trash, recyclables, and organic wastes. For the past 40+ years this service has been provided by Pena's Disposal. Pena's Disposal is currently operating under a franchise agreement that is set to expire on June 30, 2025.

During the term of the current franchise agreement the State of California passed a number of substantial regulations governing solid waste management, including: mandatory commercial recycling (AB 341 in 2012), mandatory commercial organic waste recycling (AB 1826 in 2016), and mandatory organic waste recycling (SB 1383 in 2022) along with mandatory education and reporting and requirements.

None of these new state mandates are included in the current franchise agreement with Pena's. In lieu of negotiating a new contract with Pena's Disposal, the City Council decided to prepare and release a Request for Proposals for discarded materials management services to ensure that all new state commercial and residential recycling mandates are included in a new franchise agreement. The City subsequently retained CityGreen Consulting, LLC to assist in the development of the RFP and the process of selecting the proposer that best met the City's needs and all state mandates. CityGreen Consulting provided similar services to the City of Reedley (2021) and the City of Selma (2023) and were highly recommended by these area jurisdictions.

The RFP documents, attached herein as Attachment 'A', developed clearly established equipment, service, State-compliance and collection requirements; listed formatting and proposal submission requirements, provided information on existing franchise service and compliance levels, and shared the areas a City-appointed review committee would be using to make its recommendation to the City Council.

The RFP was released on June 21, 2024 with a submittal deadline of August 9, 2024. The RFP was posted on the City's website, and electronic versions were emailed to all haulers providing franchise service in the area. Five (5) firms attended the mandatory pre-proposal meeting held on June 28, 2024 with four (4) firms ultimately submitting proposals.

COMMITTEE REVIEW PROCESS

A six (6) person review committee was formed, which consisted of a City Council member, the Assistant City Manager, the Public Works Director, Public Works Superintendent and Finance staff. The review committee was provided the RFP documents to review, met twice with CityGreen Consulting, LLC to discuss the proposal review process. At the second meeting all 14 evaluation and selection criteria points were discussed in detail. The review committee then selected similar criteria to combine and set the following scoring values for each combined area of review prior to the submission of any proposals:

Documents (5 points)
- Document Organization & Completeness

Compliance (25 points)
- SB 1383 Compliance Assistance
- Other Resources & Equipment
- Guaranteed Organic Waste Capacity

Management (15 points)
- Project Team & Resumes
- Related Experience & Capabilities
- References

Service (20 points)
- Safety and Customer Service

Financials (5 points)
- Financial Ability to Perform

Exceptions (5 points)
- Exceptions

Operations (25 points)
- Operation
- Value Added Services/Programs/Support
- Local Commitment

Rates (100 points)
- Proposed Rates

Interview (25 points)
- In-person interview and tour of hauler's facility

A third review committee meeting was held on August 23rd, after the proposals were provided to each member, and tips for how to generally perform the review process were provided by CityGreen Consulting. In the process of reviewing the proposals, issues were found with the pricing component submissions. To resolve these issues and confirm that proposed rates were accurate and all-inclusive (as required by the RFP) an addendum was issued that required all proposers to list their pricing on a City-developed form. Once this was done, and all pricing confirmed, the review committee was able to complete their initial review and a fourth meeting was scheduled for August 27th.

At this fourth meeting questions and concerns about the proposals were discussed. Each member presented who they believed should remain in consideration and reasoning and ranking of the proposals. Ultimately this process determined that two (2) of the proposals (Pena's Disposal and Mid Valley Disposal; attached herein as Attachment 'B' and 'C') had distanced themselves from the others.

While Waste Management clearly demonstrated their ability to meet RFP requirements, their residential and commercial service pricing was the highest, thus they were eliminated from consideration by the committee.

Caglia Environmental submitted the lowest residential pricing. However, their

commercial pricing was the second highest and the number and amount of additional fees proposed (including overage and contamination charges) raised concerns among the committee. The committee also noted no details on the organics facility to be used to process and compost the City's organic waste, nor did they provide the organic waste capacity guarantee in their proposal, that is required by SB 1383. Finally, Caglia Environmental was the only firm to propose charging for downtown container service. These were the primary reasons they were not one of top two selections.

As part of the review and scoring process, the committee conducted separate interviews and site visits with Pena's Disposal and Mid Valley Disposal. The Committee met one final time on September 30, 2024 to review and discuss scores. Based on the final scoring, Mid Valley Disposal received the highest average score of 206 out of 225. Pena's Disposal received an average score of 197 out of 225.

Below is a summary of key areas evaluated by the committee:

Category	Pena's Disposal	Mid-Valley Disposal
Proposed Rates:	$22.28 monthly residential rate; and a range of $24.98 to $112.50 for commercial and $72.00 to $337.50 for industrial customers depending on container size and frequency of pickup.	$25.90 monthly residential rate; and a range of $21.00 to $148.00 for commercial and $125.00 to $325.00 for industrial customers depending on container size and frequency of pickup.
Rate Lock:	2 year lock on rate increase	No rate lock
Trucks:	Continue to use current fleet of used trucks & plan on buying one new or used truck every year	Provide all new CNG trucks at the start of service
Containers:	Replacing containers in service with new containers over 10 years	Purchase all new containers at the start of service
Material Recovery Facility:	Owns and operates MRF that relies on more labor to separate recyclables	Owns & operates state-of-the art MRF that automatically separates recyclables
Organics Composting:	Contracts with third-party (Kochergen) to provide organics composting	Owns & operates state-of-the-art organics composting on site
Management:	Experienced team; very familiar with the Dinuba community and it's unique	Strong management team & experience. Active franchise contracts with

	character.	16 local jurisdictions.
State Reporting:	Will ensure City gains necessary compliance.	Full-time organics/recycling coordinator
Customer Service & Compliance:	Commit to adding a customers service representative at their Dinuba recycling center.	Commit to a customer's service representative 2 days per week in Dinuba
Local Company:	Dinuba-based, family-owned and operated company	Kerman-based, family-owned and operated company
Service Add-Ons:	2 collection events, 2 bulky item collections for seniors & 1 drop off voucher for multi-family	2 collection events, 3 bulky item collections for all residential customers, dedicated customer service representative in Dinuba
Community Involvement:	Salvador Pena scholarship, participation in local service clubs	Proposing 2 annual $2,500 scholarships, community donations upon request
Franchise Fee:	10% franchise fee	10% franchise fee
Jobs:	Pena's employs from Dinuba and the surrounding areas	Mid Valley committed to hiring existing Pena's employees and hire locally
Insurance:	$1 million single and $2 million aggregate coverage (General Liability & Pollution)	$4 million single and $10 million aggregate coverage (General Liability & Pollution)

- Trucks: Mid-Valley Disposal guarantees to provide all new CNG trucks at start of service. This would be a significant investment by Mid Valley Disposal. Pena's Disposal alluded to purchasing used trucks of 2017 or newer.

- Containers: Mid Valley Disposal is proposing to purchase all new collection containers at the start of service. Pena's Disposal committed to replacing all containers in service over the next 10 years.

- Material Recovery Facility: Mid Valley Disposal has a state-of-the art material recovery facility that automatically separates recyclables. Pena's Disposal has an older version material recovery facility that relies on more labor to separate recyclables.

- Organics Composting: Mid Valley Disposal owns and operates their own large-

scale composting facility at their headquarters in Kerman, CA. Pena's Disposal relies on a third-party for composting organic waste (Kochergen). While Pena's Disposal has a long working relationship with this firm, Pena's ultimately does not control the cost of using that facility.

- Management: Both Mid-Valley Disposal and Pena's Disposal demonstrated solid management capabilities. Mid Valley currently provides waste disposal services to over 30 cities, including counties and school districts. Mid-Valley Disposal clearly has the capacity and experience to provide waste management services. SB 1383 program experience was demonstrated by both, however Mid-Valley Disposal showed successful and complete compliance achievement for multiple jurisdictions. Mid Valley Disposal also committed to assigning an SB 1383 specialist to the City of Dinuba's account, should they be selected. This individual was interviewed by the committee and demonstrated a vast understanding of State organics laws.

- Customer Service & Compliance: Both Pena's and Mid Valley are proposing to have a dedicated staff person in Dinuba on a limited basis. This person will assist city staff with customer service, outreach, and reporting functions. They will also will relieve the burden on the city from having to deal with customer questions or concerns.

- Local Company: Both Pena's Disposal and Mid Valley Disposal are locally owned, family operated business. Pena's Disposal is a located approximately five (5) miles from Dinuba. The company has a long history providing solid waste services to the community of Dinuba. Pena's is very familiar with the Dinuba community. Pena also employs residents from Dinuba and surrounding areas. Mid Valley Disposal is based in Kerman, CA with facilities in Fresno and Kingsburg. Mid Valley would be new to the community. The company has pledged to hire local residents and retain as many of Pena's employees as possible if selected.

- Service Add-Ons: "Operations" also included value added services/programs/support and local commitment. The committee offered opposing views of the two haulers in this category. One reviewer pointed out that Pena's showed a stronger capability because they own and operate nearby facility and have a long term history of supporting local organizations, as well as the Salvador Pena scholarship and the charity golf tournament. Mid Valley proposed two (2) $2,500 scholarships annually and having staff onsite in the City two days per-week. Mid Valley Disposal also proposed 3 free bulky item collections for all residents (Pena's offered 2 bulky item collections to seniors and 1-item drop-off vouchers for multi-family residents), in addition to the two fee collection events both firms offered. Again, Mid Valley Disposal is proposing to purchase all new trucks as part of the franchise agreement while Pena's Disposal alluded to purchasing used trucks.

- Franchise Payment: Both companies are proposing a franchise fee of 10% to

provide exclusive solid waste services to the City of Dinuba. A ten percent franchise fee is typical, although the fee can be lower or higher.

- Rates (See Attachment 'D'): Pena's Disposal proposed the lowest residential and overall rate when compared to Mid Valley's proposed rate. Pena's Disposal received top marks from the selection committee in the proposed rate category. Pena's Disposal had a clear advantage in this category. Although Mid-Valley was less expensive for standard commercial cart service and had lower "overage" and "contamination" fees, Pena's Disposal was also less costly for overall commercial bin service and had the lowest overall proposed rate for all combined services.

The RFP process was intended to provide a competitive process for the City Council and staff to evaluate discarded material management services. The review committee completed its due diligence in reviewing, interviewing and conducting a site visit of the top two haulers. Based on the committee's scoring, Mid Valley received the highest overall score. However, Pena's Disposal provide a lower overall rate to residential, commercial and industrial customers.

The committee believes that both companies can provide solid waste services to the community. The major areas of difference between the two companies are the proposed rates and overall size and capacity to provide services, compliance and reporting requirements today and over the life of the franchise agreement.

Mid Valley Disposal appears to lead in the majority of categories related to quality of service, customer service, compliance, reporting, and community engagement. Mid Valley is an extremely well-run company, based in the valley for 25+ years and have grown from a one-truck operation to having over 30 municipal franchises. They appear to consistently performed for their client cities and have clean records with Cal-Recycle.

Mid Valley Disposal received top scores for facilities, resources and equipment, and ability to guaranteed capacity now and into the future. This is a significant investment in equipment and infrastructure which demonstrates Mid Valley's commitment to providing a high quality of service and ability to meet all state commercial and residential mandates.

Pena's Disposal has strong ties to the community and proposed excellent rates to continue as the City's hauler. They have a solid core team and would be committed to excellent service to Dinuba going forward. The concern of the majority of the selection and review committee was their ability to comply with RFP requirement's at the level of rates proposed. There is also concern that additional impacts to their cost of doing business will likely be exacerbated by new State regulations over 10 to 15 year term of this franchise.

Pena's Disposal is a local, family-owned and operated company that has provided solid waste services to the City of Dinuba for the past 40 years. The company currently employees residents from Dinuba and the surrounding areas. Pena's has donated to and served on many local service clubs and sponsors the Salvador Pena scholarship. In short, Pena's has strong ties to the community.

More importantly, Pena's Disposal offers the most competitive rates compared to Mid Valley Disposal. Pena's proposed rates for residential customers is $22.28, $3.39 dollars per month less that Mid Valley proposed residential rate of $25.90. Pena's rate for commercial range from $24.98 to $112.50 and $72.00 to $337.50 for industrial customers depending on container size and frequency of pickup. Mid Valley's rates range from $21.00 to $148.00 for commercial and $125.00 to $325.00 for industrial customers depending on container size and frequency of pickup.

Staff recommends that the City Council select a solid waste hauler based on the

information provided herein, and direct staff to begin negotiations with the selected company to finalize the terms of a new franchise agreement. This contract would then be returned to the City Council for final consideration at a future meeting.

FISCAL IMPACT

The total cost of this contract will be funded by user fees collected from disposal customers.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Discarded Materials Management Services RFP
B. Pena's Disposal Proposal
C. Mid-Valley Disposal Proposal
D. RFP Finalist Pricing Summary



REQUEST FOR PROPOSALS
FOR
DISCARDED MATERIALS MANAGEMENT SERVICES

V.4

JUNE 21, 2024

CITY OF DINUBA

REQUEST FOR PROPOSALS
FOR
DISCARDED MATERIALS MANAGEMENT SERVICES

June 21, 2024

NOTICE OF AVAILABILITY OF REQUEST FOR PROPOSALS AND MANDATORY PRE-PROPOSAL CONFERENCE

The City of Dinuba requests technical and cost proposals for: (1) the collection, transfer, processing, recycling, and disposal of cart-served residential and commercial refuse, bin-served residential and commercial sector refuse, and recurring and temporary roll-off service for refuse and debris; (2) the collection, processing, and landfill diversion of residential, commercial, and industrial sector recyclables; and (3) the collection, processing, and acceptable landfill diversion of residential and commercial organic waste in a manner that is compliant with AB 341, AB 1826 and all relevant SB 1383 regulations. Included with these specific technical services the successful proposer should be able to demonstrate how their programs and services will satisfy applicable SB 1383 regulation.

The RFP is available electronically at Dinuba.org; Bidsync.com; and instantmarkets.com

A mandatory pre-proposal conference will be held on 6/28/2024. at the City of Dinuba Public Works Facility, located at 1088 E Kamm Avenue, Dinuba CA 93618. This conference will start at 1pm, include a brief presentation by on the RFP process, and conclude after all attendees have had their questions addressed.

Proposals will be received until 4:00 p.m. on August 9, 2024. For further information, contact Elva Patino via email at epatino@dinuba.ca.gov .

CITY OF DINUBA

REQUEST FOR PROPOSALS
FOR
DISCARDED MATERIALS MANAGEMENT SERVICES

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REQUEST FOR PROPOSALS (RFP) FOR DISCARDED MATERIALS MANAGEMENT SERVICES

Section 1 Overview of the Request for Proposals

The City of Dinuba (City) is requesting proposals from qualified solid waste and recycling companies to provide residential, commercial, and industrial sector discarded materials management services for a period of ten (10) years, with a city option to extend services five (5) additional years (15 years total). The City is also requesting that responding firms provide guaranteed processing/diversion capacity for organic wastes for the term of this agreement. The requested services are summarized in the table below and described in detail in subsequent sections of this RFP.

Service	Description
Residential Collection – The City provides residential billing service to 5,698 residential accounts. 84 accounts have additional trash containers and are charged an increased fee. 112 accounts are designated as senior citizens and receive a 5% discount. 5,531 residential accounts are single-family properties. 167 residential accounts are multi-family properties. Most are in the 2-to-8-unit range, though there are properties with up to 51 units receiving residential cart service. Please refer to the attached "MULTI FAMILY RESIDENTIAL Accounts 6.1.24" for specific unit counts. A portion of residential accounts receive alley service. Proposers are encouraged to tour all residential collection areas to familiarize themselves with local conditions. Currently, the city bills all residential and commercial customers for trash service, and the existing franchise hauler bills commercial customers directly for recycling and organic waste recycling services. Temporary bin and roll-off services are also billed directly by the franchisee. It is the City's intention to bill all recurring services (residential and commercial, refuse and recycling), The franchisee will only bill for temporary bin and roll-off services, and remit to the City an agreed-upon franchise fee on gross receipts from these charges. All payments to hauler from City-billings will be from gross receipts, less city fees.	➢ A 3-container SB1383 "standard compliance" approach program (14 CCR, Division 7, Chapter 12, Article 3 and all associated program and policy requirements) is preferred though not required. This service would include hauler-provided annual route reviews and/or waste evaluations as required by regulations. ➢ Bid alternates for 1, 2 and/or 4 container "standard compliance" approach programs, and any "performance-based" compliance approach programs (14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements) are permissible. Please mark such approaches as "bid alternates" and provide an explanation why you believe such an approach is preferable and/or superior. ➢ Provide containers with signage and color combinations that comply with SB 1383 regulations. ➢ Provide guaranteed tonnage capacity for organic waste processing and landfill disposal at State permitted facilities. ➢ Provide 2 free bulky-item collection events annually, including E-waste, batteries, and tires, available to all City-residents at a city-designated site. ➢ Hours of operation limited to 7am until 6pm, with no Sunday collection or the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas Day. ➢ Provide service-container sizing options (35-65-95 gallon or equivalent) with discounted pricing for senior citizens. ➢ Public education and outreach services on all residential services provided, including HHW and bulky items, all state mandated compliance programs, and up to four (4) City-directed messages through quarterly newsletters and billing inserts each year. ➢ Reporting on all collection, diversion, disposal, monitoring, and evaluation activities as directed by the city. ➢ Provide quarterly sweeps of city to remove abandoned items (TBD by proposer proposal).

Commercial Collection – 311 commercial accounts receive bin service, including multi-family properties. 11 commercial accounts receive recurring compactor (6) or roll-off (5) service. 106 commercial accounts receive cart service for trash collection. Commercial recurring containers in service include: ***Trash Service*** 115 - 96-gallon carts 53 – 1-cubic-yard bins 97 – 2-cubic-yard bins 143 – 3-cubic-yard bins 74 – 4-cubic-yard bins 1 – 5-cubic-yard bins 3 – 40-yard compactors 3 – 30-yard compactors 4 – 40-yard roll-offs 1 – 25-yard roll-offs In addition, there are 85 permanent city-owner refuse containers the franchisee collects once-per-week from the downtown commercial center (example photos provided as Attachment 1). ***Recycling Service*** 78 - 96-gallon carts 5 – 2-cubic-yard bins 129 – 3-cubic-yard bins 11 – 4-cubic-yard bins 1 – 6-cubic-yard bins ***Organics Service*** 179 - 96-gallon carts 1 – 2-cubic-yard bin	➢ A 3-container SB1383 "standard compliance" approach program (14 CCR, Division 7, Chapter 12, Article 3 and all associated program and policy requirements) is preferred though not required. This preferred service would include hauler-provided annual route reviews and seasonal (twice per-year) waste evaluations as directed by the city. ➢ Bid alternates for 1. 2 and/or 4 container "standard compliance" approach programs, and any "performance-based" compliance approach programs (14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements) are permissible. Please mark such approaches as "bid alternates" and provide explanation why you believe such an approach is preferable and/or superior. ➢ Provide guaranteed tonnage capacity for organic waste processing and landfill disposal at State permitted facilities. ➢ Provide containers with signage and colors that comply with SB 1383 regulations. ➢ Hours of operation limited to 7am till 6 pm, with no Sunday collection or the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas Day. ➢ Public education and outreach services on all commercial services provided (including general service requirements, all state mandated compliance programs, and up to four (4) City-directed messages through quarterly newsletters and billing inserts. ➢ Provide twice-annual steam cleaning of disposal enclosures for all customers receiving organic waste recycling services. ➢ Reporting on all collection, diversion, disposal, monitoring, and waste evaluation activities as directed by the city.
Construction/Demolition and Temporary Bins	➢ Roll-off and bin service for construction, deconstruction, and temporary/clean-up work. All such for-hire hauling is incorporated into the City's exclusive franchise. Only exception is contractor self-haul.
City Facilities	➢ Free trash and recycling containers at up to four (4) city-events per-year. ➢ Free recurring trash, recycling and organics recycling services at City facilities (11). ➢ Free monthly collection of abandoned items, collected by city crews and consolidated at the City Yard.

Collection Vehicles	➢ All collection vehicles must be in good operating condition and appearance. By the end year 3 of the franchise agreement no recurring collection vehicle can be over 12-years of age. Recurring operational issues may result in administrative penalties. ➢ Preference points may be awarded to firms that commit to using renewable natural gas (RNG) that assist the city in meeting SB 1383 procurement requirements. ➢ All vehicles must be equipped with GPS systems and have the ability to show vehicle location on designated dates/times, as requested by the city. ➢ All vehicles must be equipped with safety/notification equipment to alert drivers to pedestrians or bikers in the vicinity of collection vehicles.

Through this procurement process, the city declares its intention to maintain reasonable rates and the highest level of service for the collection, transfer, processing, landfill diversion and disposal of residential, commercial, and industrial sector wastes generated within City limits. Written questions will be accepted for two weeks after the mandatory pre-proposal conference, with written answers provided electronically to all proposers on Friday of that week and responses will also be posted on www.dinuba.org. Verbal answers will only be provided at the pre-proposal conference. However, written responses will govern. Communications regarding this solicitation should be conducted exclusively through Elva Patino at epatino@dinuba.ca.gov .

RFP Schedule

Activity	Milestone
Electronic Delivery of RFP packages	June 21, 2024
Mandatory Pre-Proposer Conference	June 28, 2024
Last day to submit RFP questions.	July 12, 2024
Last written response to proposer questions	July, 19, 2024
Deadline for submittal of proposals	August 9, 2024 4:00 p.m., Pacific Time
Complete proposal evaluation	August 21, 2024
Interview selected proposers	August 22, 2024
Select proposer	August 30, 2024
Finalize agreement	September 12, 2024
Recommendation to the City Council	September 24, 2024
Roll out of commercial program	Last service day - June, 2025 (if applicable)
Roll out of residential program	Last service day - June, 2025 (if applicable)

*These dates are subject to change by the city.

Rights of the City

The City's rights include, but are not limited to, the following:

- Issue addenda to the RFP, including extending or otherwise revising the deadline for submittals.

- Request clarifications and/or additional information from any proposer at any point in the procurement process.
- Reject all proposals and accept or reject all or any part of any proposal.
- Discontinue its negotiations after commencing negotiations with a proposer if progress is unsatisfactory in the judgement of the City and commence discussions with another qualified proposer.
- Reissue or modify the RFP.

Project Background and Administration

The City of Dinuba (City) is soliciting proposals from qualified firms interested in providing discarded materials management services for residential, commercial, and industrial accounts, as well as temporary construction/deconstruction waste hauling. The City is soliciting proposals because it intends to select a single service provider for all residential, commercial, and industrial solid waste collection. This includes the provision of waste diversion programs that ensure the City's compliance with AB 939, AB 341, AB 1826, SB 1383 regulations and additional State mandates as may be in place and applicable to the services proposed at the time RFP responses are received. The City's franchise agreement will stipulate the process to be followed should new legislation and State mandates be passed after award of the franchise.

Proposals should be prepared according to the guidelines presented in the following sections:

Section 1	Project Background
Section 2	Required Proposal Format
Section 3	Discarded Materials Management Specifications
Section 4	Proposal Evaluation Criteria
Section 5	Selection Process
Section 6	Other Related Information

Proposals must be delivered to:

Elva Patino
City of Dinuba
1088 E. Kamm Avenue
Dinuba, California 93618

AND

Submitted electronically to epatino@dinuba.ca.gov

Proposals must be submitted no later than 4:00 p.m. (PST), on Friday, August 9, 2024. Postmarks will not be accepted as proof of receipt. All responses received after this time and date will be returned unopened.

To be considered, you must provide an electronic copy of your proposal and proposed pricing and two (2) hard copies of your complete proposal. One (1) proposal copy must be bound, printed doubled sided on recycled paper, and bear an original signature and be stamped "original." One (1) copy must be left unbound and submitted in a sealed package. You must list all proposed rates for residential, commercial, and industrial services on a proposer created document and label it as Attachment 1 to your proposal. If you wish to levy any special charges (overage fees, contamination fees, rollouts, locks, etc.) they must be included within your Attachment 1. Only the rates and charges you submit in Attachment 1 will be eligible for inclusion into the new franchise agreement and allowable charges to franchise customers. Your Attachment 1 shall be submitted to the City in a separate sealed envelope marked "pricing".

Please note that failure to provide any requested information in the appropriate format is grounds for immediate disqualification.

The city does not warrant or guarantee the information contained in this RFP. The City, by releasing this RFP, is not obligated to select any of the submitted proposals and reserves the right to enter or to terminate exclusive negotiations at any time. The City also reserves the right to reject or accept any or all incomplete submissions, or parts of submissions, waive irregularities in the RFP, and issue addenda to the RFP. The City may request clarification or additional information from a proposer at any point in the process.

Submission of a response shall constitute acknowledgment and acceptance of all the terms and conditions contained in the RFP unless exception to terms and conditions are expressed in writing in your proposal. This RFP is not to be construed as a contract of any kind. The City is not liable for any costs or expenses incurred in the preparation of proposals.

Section 2 Required Proposal Format

All responses must be typed and include the following information as a minimum.

1. **Complete and submit all proposed pricing in separate sealed envelope**: Each proposal must contain a hauler-prepared price sheet covering all services and charges (labeled Attachment 1) in a sealed envelope. Pricing for services must be by container size and program type and be all-inclusive.
2. **Transmittal letter**: Each response must contain a transmittal letter signed by an officer of the responding company who has the authority to bind the firm to bids and to sign contracts. Said transmittal letter must specify that the signatory has all required authority.
3. **Introduction**: A response should have an introductory chapter that identifies the contents of the submission and demonstrates knowledge and familiarity of the firm with the City of Dinuba.
4. **Related experience by area**: A response must address all the identified service areas in Section 3, Discarded Materials Management Services, in this RFP solicitation document. Clearly identify your firm's relevant experience and identify current and previous work for cities in the general vicinity of the City of Dinuba or in Central California.
5. **Project team**: Identify all members of your proposed project team, including but not

limited to subcontractors, processors, and disposal site operators. State their qualifications and experience in your response. Main point of contact for the City should be featured in your proposal, and clarify if the proposer will have an office in Dinuba or nearby (please list distance from City Hall if office will not be in Dinuba), and where the City contact we will based. Preference will be given to firms willing to have an office in Dinuba that is open at least two days per-week.

6. **Other resources including equipment**: Identify proposer resources that can be used to implement the required programs, including but not limited to, the collection fleet, alternative fuel vehicles, transfer station, processing center or material recovery facility (MRF), organic waste processing and/or diversion facilities (designate as owned or contracted), bin inventory, recycling containers, special bins, promotional items and educational capabilities, and special equipment. Identify special services that can be provided including public education, route audits, facility diversion audits, waste audits, employee training, video transmission, bilingual specialists, etc. Be sure to include the age of fleet vehicles proposed for the start of franchised service.

7. **Safety record**: Describe and document the firm's safety record, and include a description or quantification of industrial accidents, driving accidents, workers' compensation claims, etc., over the past five years.

8. **Ownership and Financial records**: Provide a detailed description of the business ownership and relationships to parent companies, subsidiaries, or partial owners. Be prepared to make available for review (within 2-days of City request) financial reports describing the fiscal health and wellbeing of the firm, references (name, phone number and address) of banking representatives, and a recent audit of firm accounting practices and financial records. If audited records are not available, explain the reason and provide other records such as financial ratios and profit and loss statements.

9. **Insurance**: Provide a listing of the insurance held by the firm, including general liability, workers' compensation, vehicular insurance, property liability, and environmental impairment. Include the amounts, and name and contact person for each insurance policy. Provide copies of the policies that must include termination dates. Identify any previous and pending claims against the policies or past policies, including any dismissed or rejected claims. Identify any RCRA or CERCLA claims as well.

10. **References**: Provide a listing of <u>all municipal clients</u> currently or previously worked for under franchise or exclusive contract <u>for the past 10 years in Central California</u>. Include name, contact person, phone number and address, and identify the term of the contract. If a proposer cannot meet this requirement, it must explain why.

11. **Disposal and processing facility capacity**: Identify long-term commitment(s) of the firm regarding disposal and/or processing facility capacity and describe any commitments that can be provided to the city in the form of agreements or other instruments. The interest is whether proposing firm can assist the City in meeting facility capacity requirements in SB 1383 regulations.

12. **Community Involvement**: As discussed in item 5 above, an ongoing and local presence is seen as an important selection criterion. Your proposal should feature your planned participation in community events, membership or assistance to community service groups,

scholarships, local office (or in close proximity to Dinuba), and any other efforts to forge close ties with the City, its businesses, and its residents.

13. **Customer service**: Disclose firm's customer service record for the past year. Quantify service issues and complaints, and your procedures for responding to and resolving. Discuss your capabilities for customer service (local office, call center, website, etc.). This is an important review area and preference may be given to firms that will provide a local presence to assist customers in-person.

14. **Rates and costs**: Only provide residential, commercial, and industrial rates proposed for the City of Dinuba in Attachment 1 and not in the main body of your proposal.

15. **Operation**: Provide evidence of ability to meet schedules and conduct exclusive collection of solid waste without commingling Dinuba' wastes with another city. It will be a requirement of the contract that the selected vendor either not commingle waste from Dinuba with another city or provide an acceptable methodology for commingled waste allocation.

16. **Exceptions**: Clearly identify any exceptions proposer has with city-requirements addressed in this document. If no exception is claimed, please specify this in your letter of transmittal.

17. **SB 1383 Compliance**: Proposer will be expected to demonstrate familiarity with all relevant SB 1383 regulations as they relate to proposed collection, processing, landfill avoidance, reporting, route and facility audits, customer education and monitoring, and/or other services and functions required to demonstrate compliance within the services or activities proposed.

18. **Litigation**: Disclose any litigation between your firm and a local government within the past 5 years.

Section 3 Discarded Materials Management Specifications

A proposer must demonstrate experience in all the following required areas to be deemed qualified. Any additional assistance from subcontractors can be provided but must be clearly identified. The City reserves the right to accept or reject proposed subcontractors and/or their personnel.

The information provided within this section is intended to guide the proposer in its preparation of the proposal. Each proposer should carefully examine this section and address each service area with a description of its experience, how it will implement the services, and suggestions, if any, to the proposed program, including whether any exceptions are taken with the City's approach in this RFP. The following areas are discussed in more detail below:

- ❑ Services provided
- ❑ Legal requirements
- ❑ Reporting and compliance with local, state, and federal mandates
- ❑ Indemnification (RCRA, CERCLA and AB 939)

- ❑ Collection equipment
- ❑ Special wastes (construction and demolition wastes, tires, and bulky items)
- ❑ Transfer station and diversion facility capability
- ❑ Organic waste processing and landfill disposal capacity

❑ ***Services provided***

A. General and implementation plan

The firm is expected to provide discarded materials management services within the City of Dinuba in accordance all city code provisions as identified therein.

The proposer must submit a detailed implementation plan describing your approach to facilitating a smooth transition to the new types of service and a new solid waste hauler as applicable. The information must clearly demonstrate that your firm can implement the services in accordance with the schedule shown on page 3, RFP Schedule, including procurement of all necessary collection equipment, personnel, including administrative and maintenance staff, and development and distribution of initial public education materials. You should describe completely any assumptions, justify them, and specify your expectations for the city and current haulers' involvement in the transition process. Items for consideration should include but are not limited to disposition of customers' containers and contingency plans to address delays.

B. Residential Sector

The proposer shall present a discarded materials management program that collects and removes solid wastes that have been discarded into carts at all residential properties in the City of Dinuba (approximately 5,698 accounts). These residential properties include single-family homes and multi-family dwellings (see Attachments 3 and 4 to this RFP for complete listings). The selected firm shall provide the preferred three-container system, which includes:

- A grey or black container for non-organic waste for disposal.
- A blue container for non-organic recyclables, and the following types of organic wastes: paper products, printing and writing paper, wood and dry lumber and textiles (specific items are at the proposer's discretion – please list).
- A green or brown container for organic waste (yard waste and food waste).

Provision of both collection and support services for the above 3-container program must demonstrate that it is meeting all standard compliance approach regulations of SB 1383.

The proposer may include a bid-alternate program (standard or performance-based compliance approach) in lieu of the 3-container program described as "preferred" above, if they can demonstrate their bid alternate is advantageous and/or superior for residential sector discarded materials management, inclusive of all support services required by SB 1383 regulations, in the opinion of the City.

C. Commercial Sector

Upon commencement of the contract, the selected firm shall collect and remove discarded materials that have been placed in carts, bins, roll-off containers, and compactors, from all commercial generators within the City that require recurring service per the City Code. Currently this includes the 364 business and multi-family accounts receiving commercial bin service, 11 accounts receiving recurring roll-off or compactor service, and approximately 100 accounts receiving commercial cart service. The City of Dinuba will require all commercial accounts to be compliant with SB 1383, having both recycling and food waste recycling programs. We estimate that approximately 200 commercial accounts currently have separate recycling and organic waste recycling containers. The city plans to work with the selected firm to establish applicable waivers, prior to the July 1, 2025 program roll-out. The proposer should use their own best judgment when estimating required containers above the amounts provided in Attachment 2 (Commercial Service Information) to this document. To accurately estimate the services needed to adequately handle the waste stream of the customers/generators we suggest proposers tour the City's commercial areas. The selected firm will be required provide the appropriate container sizing and frequency of collection for the amount and type of discarded materials generated by each customer. The RFP's requirement is that the proposed services and pricing be inclusive of all discarded materials management services mandated by the State of California and the City's municipal code. The selected service provider must also provide temporary bin and roll-off services, including but not limited to bins for construction and deconstruction projects, and perform or contract to have performed all waste diversion activity to meet CalGreen requirements. On an annual basis the selected firm must provide steam cleaning services at all enclosures where organic waste recycling services are provided.

For commercial sector services the City's preferred program would be a three (3) container program. As with residential services above, the City requires hauler support services in keeping with a standard compliance approach as described in SB 1383 regulations. As also discussed, the city will allow bid alternate services to be proposed, either in lieu of the listed "preferred services" or in addition to.

D. Industrial Sector

The proposer must provide temporary bin and roll-off services, including but not limited to bins for construction and deconstruction projects. These services shall be performed in a manner that complies with CalGreen requirements, which currently includes a 65% minimum diversion rate stipulation at all covered projects.

E. Organic Waste Recycling Services

Organic waste recycling services provided to residential and commercial generators must be through a process and/or vendor approved by CalRecycle and be performed at a facility or facilities that are fully permitted to perform all processing and landfill diversion services required. Proposers that cannot meet these criteria may have their proposals removed from consideration at the City's discretion.

F. City Facilities

The proposer shall provide all State-required discarded materials management services, at the following locations within the service area, and at no additional charge to the City or other entities:

- City facilities located at:

    1. City Hall – 405 E. El Monte Way
    2. Wastewater Plant – 6675 Avenue 412
    3. Fire Department – 496 E. Tulare
    4. SportsPlex – 201 N. Uruapan Drive
    5. Transit Center – 180 W. Merced Street
    6. Senior Center – 437 N. Eaton Avenue
    7. Police Department – 680 S. Alta Avenue
    8. Fire Department – 420 E. Tulare Street
    9. Community Center – 1390 E. Elizabeth Way
    10. Public Works #1 – 110 S. College Avenue
    11. Public Works #2 – 1088 E. Kamm Avenue

- City parks:

    1. Designated container for all parks (collected by city crews) at 855 E. El Monte Way.

- Community events:

    1. Cinco de Mayo
    2. Raisin Day
    3. Independence Day
    4. TBD at City's discretion

G. Public Education and Outreach

The selected firm will be required to prepare and implement a public education and outreach program at its sole expense that is consistent with regulatory requirements established via AB 341, AB 1826, AB 827 and within SB 1383 regulations. The program shall be prepared in coordination with the City. This program shall at a minimum familiarize residents, property owners and managers, business owners and managers, and designated institutional representatives with essential waste prevention and recycling concepts, program elements, and all State mandated services. Outreach shall be consistent and frequent, explaining the benefits and attributes of recycling. Materials shall explain the purpose and manner of discarded materials management programs; emphasize the materials and practices that fall under various State mandates; and show residents and businesses how to obtain further information and/or assistance.

City-approved slogans and logos shall be used in all activities. They will identify the City as the sponsor, and be used as a means to integrate and unify program activities, attract attention, and send a positive message to the public to encourage individual participation.

Before the residential and commercial program roll outs, the selected firm shall prepare and

distribute a series of documents for public consumption. After the initial roll out campaign, the selected service provider shall promote recycling and waste prevention through continued education and outreach. The selected firm shall provide an annual progress report to keep residents and businesses informed about the status of the City's discarded materials management program, suitable for use as billing insert or social media post.

H. City Fees

The selected firm will be remit and/or include in franchise rates, the following City fees:

- Franchise Fees – 10% of total customer invoice amount (City or hauler-billings) of any kind that are related to the franchise granted. This fee covers maintenance costs, AB 939 compliance (Integrated waste management programs and CalRecycle annual reporting), city-owned container replacement, and city administration costs related to contract management, franchise monitoring and auditing.

- SB 1383 Compliance Assistance Fee – $150,000 payable January 1st of each calendar year and adjusted by CPI. This fee is established to assist the City with costs related to short-lived climate pollutant reduction by city facilities, recycled organic waste product procurement requirements of the City, new ordinance enforcement requirements promulgated by SB 1383, and the creation and ongoing maintenance of mandated implementation record files to meet at-any-time inspection standards.

- Business License – The selected service provider and any of its subcontractors will be required to maintain appropriate business licensing during the term of the agreement.

- Street Sweeping & Alley Clean-up – A monthly payment equal to $4.50 per residential customer and $5.00 per commercial customer to support City's efforts to keep its streets and alleys free of litter and other debris.

- City Billing & Administration – A monthly payment equal to $4.50 per residential customer and $4.50 per commercial customer.

❑ ***Legal requirements***

A. Performance Bond and Cash Bond

Contemporaneously with the execution of the Agreement, the selected firm will be expected to deposit funds payable to the City in the form of surety bond or other financial instrument to guarantee performance to the satisfaction of the City. This instrument will be used if required to provide service to customers in the event of nonperformance by the selected proposer. The size and type of performance guarantee shall be in the sum of two hundred and fifty thousand dollars ($250,000.00). The cash bond shall be deposited in a manner similar to the performance bond but shall be used to pay the City for any payments not received in a timely manner or in lieu of payments if the selected firm were to become insolvent for any reason. The size of the cash bond shall be no less than fifty thousand dollars ($50,000.00).

B. Ownership of waste

Once discarded materials are placed in the selected firm's containers or bins for collection at curbside or at designated locations, ownership shall transfer to the selected proposer. Disposed materials will become the property of the disposal site or as required through agreement obtained with the disposal site owner/operator. The right to direct materials and refuse will be retained by the City to the maximum extent permissible by law.

C. Annual review

The City shall conduct an annual review of the selected firm's performance by evaluating said performance and quality of service, which may include holding a public hearing to solicit customer comments. Noncompliance with any provision of the agreement may be grounds to terminate the agreement.

D. Term of Agreement

The term of this Agreement shall be for a period of ten (10) years, with the City-option to award an extension for up to five (5) years based upon successful demonstration of exemplary contract performance.

E. Permits, Licenses, and Insurance

The selected proposer and its subcontractors, if any, shall be required to secure or maintain in force during the term of the agreement resulting from this solicitation any applicable license, permit, and/or insurance required by law for the operation of the business.

- ***Reporting and compliance with local, state, and federal mandates***

A. Quarterly reports

The selected service provider will be expected to submit quarterly reports for the length of the Agreement commencing upon final approval by the City Council. These reports shall be due within thirty (30) calendar days from the end of the reporting quarter. These reports will address tonnages hauled and diverted, hauler-customer compliance (AB 341, AB 1826, SB 1383, etc.), and gross revenues and gross receipts for hauler-billed services. At the City's discretion, quarterly reports can be expanded to included addition contracted service or State compliance measurements.

B. Annual reports

The City may require that within 120 days after the close of the selected proposer's first calendar year under agreement, and every year thereafter, that a written annual report in a form approved by the City Manager be submitted to the City.

C. SB 1383 Studies and Compliance Reporting

The selected firm will be expected to assist the City with all aspects of SB 1383 compliance related to the collection, processing, and ultimate disposition of organic wastes and other collection programs that may impact the City's compliance. As such, route reviews and/or waste evaluation studies will be required at the frequencies established in SB 1383 regulations and/or by CalRecycle staff reviewing and judging the City's compliance efforts. Customized reports, as may be deemed necessary by CalRecycle, shall also be prepared, and provided by the selected firm, at the time(s) and frequency required to comply with these regulations (no less than annually).

- ***Indemnification (RCRA and CERCLA)***

Provisions shall be included in the Agreement specifying the level and degree of indemnification afforded the City and the selected service provider. The City will obligate the selected service provider and/or disposal site operator to fully indemnify the City against RCRA and CERCLA liability to the extent that the selected service provider controls the waste stream.

- ***Collection equipment***

For each type of service, the proposer is expected to identify and describe the equipment it plans to use to fulfill the terms and conditions of its agreement. All collection vehicles must be new or refurbished to "as new" appearance and operation, and if considered non-standard (i.e., dual collection vehicles), you must provide examples of where the proposed equipment is currently being used and the experience of the proposer with the equipment.

Under no circumstances can collection vehicles be in poor repair and appearance at any time during the franchise agreement. The City will allow any model-year vehicles to operate at the start of the franchise. However, at the completion of year three (3) of the agreement and at all times thereafter, no vehicle performing recurring collection service can be beyond 12-years of age. All collection vehicles are to be maintained in fully operational condition, kept in a visually appealing condition and comply with existing air quality mandates. Special consideration may be given to proposer's who will guarantee purchase and use of renewable natural gas (RNG), to fuel collection vehicles, provided this RNG qualifies as "city procurement" under SB 1383 regulations. GPS tracking and reporting capabilities, and safety/warning equipment is required on all collection vehicles.

All collection containers shall be in the colors mandated by SB 1383 and maintained, in appearance, function, and signage, in good condition and free from graffiti or other damage that could render the equipment "unsightly" in the opinion of the City, or non-compliant in the opinion of the State. The selected service provider shall change-out, or otherwise remedy, unsightly and/or non-compliant containers within three days after receiving notice from the City.

- ***Special wastes (construction and demolition wastes, tires, and bulky items) and environmental component***

The City desires a comprehensive special waste program that shall consist of the following items:

A. Construction and Demolition (C&D) debris recycling

The city requires that the selected firm provide source separated recycling service and/or mixed waste processing service for C&D debris for all developments and re-developments, and will require the selected service provider to provide any and all services to developers and contractors who construct or demolish structures within the City limits so that they may achieve the 65% diversion level mandated by CalGreen (exceptions granted for non-recyclable materials on a case-by-case basis).

B. Bulky item pick-up

For purposes of this RFP, bulky items are defined as objects that cannot easily fit into compaction units of front-loader waste collection vehicles.

The selected firm must provide two bulky item collection events within the City, where residents can drop-off these items at no cost from 7am to 3pm. The City will provide the location for these events. The selected proposer agrees to provide collection containers and staffing, at no charge, at the level required to consolidate and remove all bulky items delivered by residents. Residents will not be limited in the number of bulky items per-event. To the maximum extent possible bulky items may not be disposed of in landfills until the following hierarchy has been followed: 1) reuse, 2) disassembly, 3) recycle, and 4) disposal. The cost for additional bulky item collections, or events beyond twice per-year, should be detailed in proposer's pricing. Furthermore, to address items that are abandoned in the public right-of-way, the city will require the selected firm to provide quarterly sweeps of the city to remove such items and that the selected provided respond within 24 hours to city-requests for abandoned item removal. Proposers should detail their abandoned item "sweep" and collection program. This proposed program shall also be provided as a no-cost service to the city.

C. Environmental component

The city expects the selected firm to provide an environmental component to the overall program. The selected firm will be expected to describe any potential negative environmental effects (e.g., traffic) from any of the proposed programs and to identify and/or propose mitigation measures. In addition, the city expects the selected firm to describe procedures for identifying and handling hazardous waste disposed within the municipal solid waste stream. The plan shall describe screening procedures, an employee training program, a notification plan, and corrective actions plan for use in instances when residents or businesses set out hazardous or other inappropriate materials.

D. Household Hazardous Wastes (HHW)

The City would like to proposer to provide a recurring program to help deal with batteries, E-waste, and tires. Residents currently use HHW drop-off services provided by the County and that will continue. Proposers will be required to feature HHW drop-off opportunities in their educational materials at least once per-year and train their customer service staff to make City residents aware of these opportunities. Proposers are encouraged to provide programs (with or without City cooperation) to regularly collect batteries, E-waste, and waste tires from designated drop-off locations or events.

E. Disaster preparedness

The selected service provider shall assist the City in development of a waste mitigation emergency plan to deal with any human or natural disaster. The response to the RFP shall demonstrate the firm's ability to assist the City in this task.

- ***Transfer Station and Diversion Facility Capabilities***

The response to the RFP must include a disclosure and description of all transfer stations, material recovery facilities (MRF), organic waste diversion facilities, and/or other facilities and locations where City waste will be taken after collection. The proposer should present the facilities it plans to use for franchise collection, provide all information it believes the City should have to determine if proposed facilities can be deemed effective and capable of ensuring the City's compliance with all State mandates.

- ***Disposal and Diversion Capacity***

Proposer must include in its submission a description of its proposed disposal site(s) to be used. While the City reserves the right ultimately direct waste away from a non-compliant site, proposers are at liberty to propose alternative sites, as applicable.

SB 1383 regulations require our jurisdiction to demonstrate capacity for organic waste processing and diversion from landfills, under a process that is deemed acceptable by the State. The successful proposer shall provide proof that it has the capacity, either under contracted arrangement or at a facility the proposer owns or otherwise controls; to process and divert all organic waste the City will reasonably be required to demonstrate such capacity for, over the term of this agreement.

- ***Rates***

Proposer must include, in a sealed envelope that accompanies the RFP response (Attachment 1), a complete listing of its proposed rates for residential, commercial, and industrial services. In addition, any additional charges the proposer wishes to levy shall be included within this list of rates. Rates presented must be all-inclusive as the city will not allow line-item charges for fees or surcharges to be used. The city also requires that only proposed rates be allowed in the franchise. Any rates not disclosed through the RFP process will not be allowed.

Section 4 Proposal Evaluation & Selection Criteria

All proposals will be reviewed by a panel selected by the city. The panel will use, but not be limited to the following criteria as important guidelines in selecting the most qualified and responsible firm who can best serve the residents, businesses, and interests of the city. The City reserves the right to select a service provider that presents the best qualifications but not necessarily at the lowest price. The City also reserves the right to request further written information and interview top-ranked proposers.

1. Document organization and completeness
   Compliance with RFP instructions, conformity with format, completeness in level of detail, typed not handwritten, bound and appropriate number of copies submitted.

2. SB 1383 compliance assistance
   Clarity, completeness, and demonstration of understanding of SB 1383 compliance activities and the franchise-hauler's role in minimizing City costs while maximizing compliance with regulations.

3. Project team and resumes
   Experience of individuals working specifically with the City of Dinuba.

4. Related experience and capabilities
   Municipal contracts and references within Central California. Commercial and residential services provided, with particular emphasis on curbside and commercial recycling, green and food waste diversion programs and status of your city-clients' compliance with AB 341, AB 1826, and SB 1383. Also described experience with bulky item pick-up, City-event services, litter control, C&D debris recycling, diversion facilities owned-operated or under contact, education and outreach programs with emphasis on SB 1383, AB 1826 & AB 341, program rollouts, MRF processing, reports and reporting, contracting and subcontracting, route audits and waste composition/generation studies.

5. Guaranteed Organic Waste capacity
   Long term organic waste processing agreement(s) and related description of your organics markets and State approved facilities.

6. Safety and Customer service program and record
   Equipment and personnel safety training and performance. Call center and/or other services offered to ensure exemplary customer service.

7. Financial Ability to Perform
   Financial strength, insurance ratings, ability to post faithful performance bond, evidence of the proposer's ability to finance equipment, and history of meeting financial obligations to municipal clients and creditors.

8. Exceptions
   Number and extent of exceptions to RFP/City requirements.

9. Other resources and equipment
   Age of fleet and containers, compatibility with proposed services, signage, quality of education/ outreach materials etc.

10. Operation
    Schedules and ability to maintain schedules, personnel, exclusive collection of City waste (avoid commingling of City's waste with adjacent cities or other customers' wastes), familiarity with local area. Distance of collection fleet and customer service offices.

11. References
    All municipal and County franchises/agreements in Central California must be listed with contacts and phone numbers; references are positive or negative; strength of response.

12. Valued added services, programs, or community support
    Additional benefits over and above standard service. Community service activities and actions, etc.

13. Local Commitment
    Distance of collection fleet and customer service office from the City. Staffing commitments for Dinuba residents, participation and support for local charities, schools, and events.

14. Proposed rates

Section 5 Final Selection Process

Based on the results of the evaluation process, with priority given to pricing, the number and type of exceptions taken, and technical merits of the proposer, and the other key decision points listed above, the City will select the proposer deemed the best overall choice. The City will then negotiate and finalize execution of its Franchise Agreement with that firm. At its sole option, the City may elect to interview multiple firms and/or enter negotiations with multiple firms to determine its final selection.

Section 6 Other Related Information

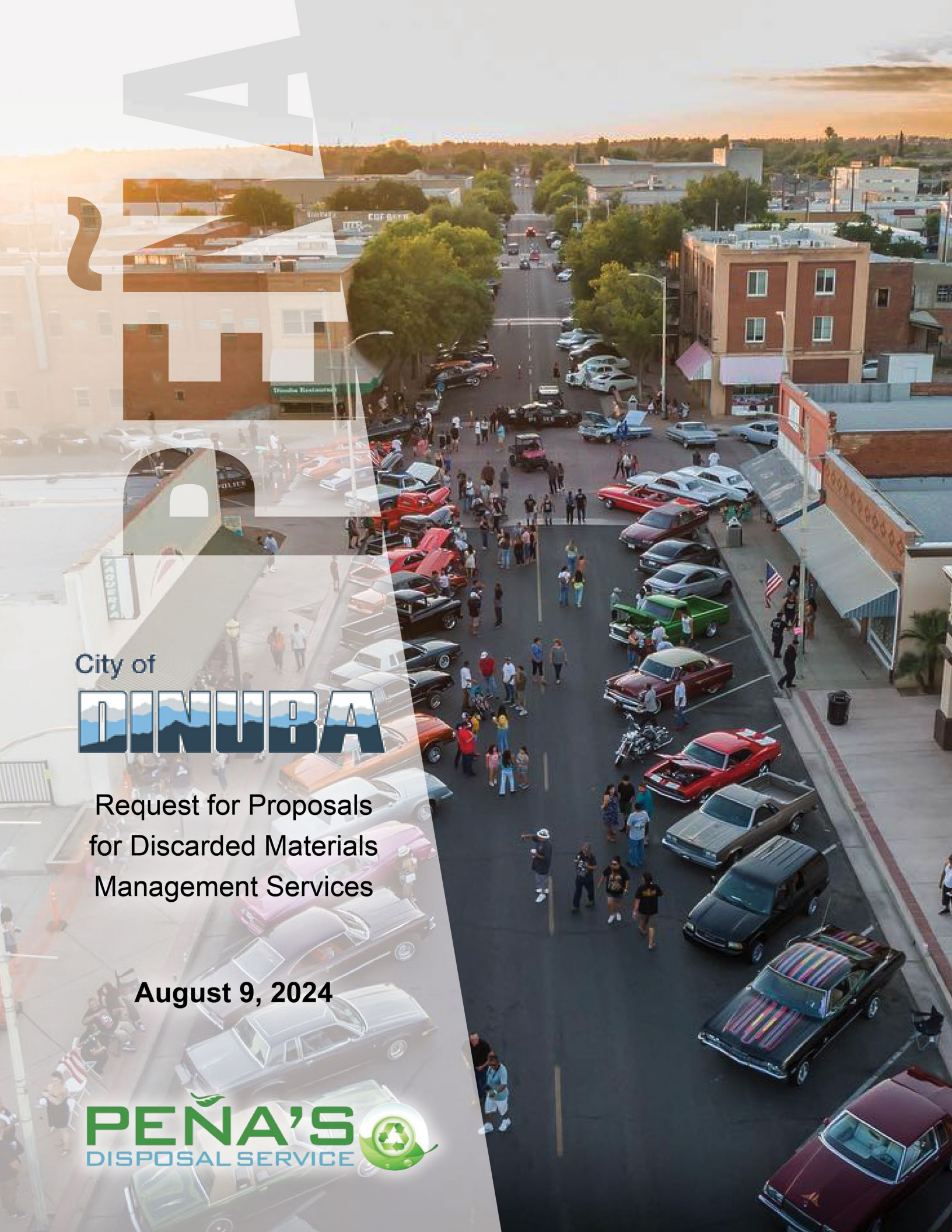
Proposer must complete and submit an Attachment 1 as described herein. Proposer may also include any other relevant information including brochures, reference letters, etc., which should be suitably identified in the proposal and which the City will consider in its deliberations.

City of Dinuba

REQUEST FOR PROPOSALS
FOR DISCARDED MATERIALS MANAGEMENT SERVICES

LIST OF ATTACHMENTS

Attachment 1: Downtown Container Examples
Attachment 2: Commercial Service Information
Attachment 3: Residential Accounts 5.1.24
Attachment 4: Multi-Family Residential Accounts 5.1.24



City of DINUBA

Request for Proposals for Discarded Materials Management Services

August 9, 2024

PEÑA'S DISPOSAL SERVICE

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PEÑA'S DISPOSAL SERVICE

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August 9, 2024

Mrs. Elva Patino
Business Manager
City of Dinuba
1088 E Kamm Ave.
Dinuba, California 93618

RE: Discarded Materials Management Services for City of Dinuba

Dear Mrs. Patino,

Peña's Disposal, Inc., (Peña) is pleased to submit this proposal to the City of Dinuba for Discarded Materials Management Services. We are a three-generation strong local family-owned business that has successfully provided waste disposal services to the city for over 40 years. Peña has a reputation for high standards of customer service and compliance with statewide regulations. We ensure that our operations include the latest innovations within the industry, including the software we use to assist with customer service and collection operations. Importantly, our nearby state-of-the-art Material Recovery Facility processes recyclables to maximize diversion and ensure we exceed the diversion requirements and expectations of the City.

Peña has worked closely with the City to prepare for and implement all the state mandated diversion requirements, including the new Short Lived Climate Pollutants bill SB 1383, are met. We are excited to provide this proposal to you, which builds upon the decades of experience with the City. Our proposal includes added value enhancements as part of our base cost for service (no additional charge) for the residents of Dinuba:

- Senior discount to help support our vulnerable populations.
- Christmas tree pick-up to assist in expanding organic recycling programs during the holiday season.

- HHW collection events and on-call curbside residential collection for added diversion opportunities to keep these items out of the waste stream.
- Hosting of various shredding events and mobile shredding opportunities.
- Free E-waste pickup for City Offices and free E-waste drop off for residents at a specified location in City limits.
- Enclosure wash out for organic commercial customers.
- Quarterly Alley Sweeps to collect illegally dumped materials in public right of ways.
- Two annual Dump On Us events for bulky items as well as on call bulky item pick up for senior and/or disabled customers.
- Cost effective collection programs that meet the requirements of AB 341, AB 1826 and SB 1383.
- Best in class technology programs that enhance safety, efficiency and customer service.
- A transfer and recycling facility, available for public self-haul, to assist in reducing vehicle miles and traffic impacts, only 5.5 miles from City Center.
- Secured long-term capacity agreements for solid waste, organic waste, and recycling.
- Net-Zero greenhouse gas facility and operations based on high diversion of materials, integration of low carbon fuels, local facilities to reduce vehicle miles travelled for the collection operations.
- Commitment to local community groups on a range of programs, to include the development of edible food recovery infrastructure.
- Should the City determine they missed a requirement in the development of the RFP or identify a new requirement during the length of the contract, Peña is committed to working with City to meet its' needs.

Peña has met all requirements of this bid, including no history of litigation with any local governments in the last 5 years.



"We are excited to continue to serve the City of Dinuba as your local service provider for over 40 years."

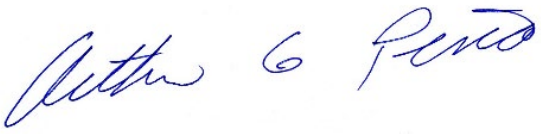
- Art Pena

Our bid has highlighted our transparent and cost-effective operations, continued high standards of customer service, investment in technologies, programs to ensure compliance with all state laws, and our demonstrated commitment to the community through decades of service. Through Peña's established collection services, we have ensured that Dinuba has been well prepared to meet the requirements of state laws as they have arisen over the course of our Agreement with the City.

Peña has a history of working closely with the City of Dinuba, the community and the City staff as a partner which has ensured the mutual success of achieving the City's diversion goals while prioritizing customer service and experience. We look forward to continuing these programs as a collaborative partner with the City as the solid waste landscape continues to evolve.

As Vice President of Peña's Disposal, I am authorized to bind the firm contractually. The information contained in this proposal is proprietary and our prices are firm for 90 days. We look forward to discussing optional programs and compensation elements with the City through further negotiations.

Sincerely,



Arthur G. Peña
Vice President – Peña's Disposal, Inc.
Art@Peñasdisposal.com

1.0 Introduction

Peña's Disposal, Inc. (Peña) is proud to offer this response to the City of Dinuba's Discarded Materials Management Service RFP, where we are uniquely positioned to service the needs of the City. As neighbors, we provide the closest transfer facility and recycling solution, have an exemplary history of pioneering environmental and community-based programs, are the current service provider for residential, commercial and industrial services in Dinuba and are intimately familiar with local customer needs.

Our proposal has been organized in accordance with the submittal requirements, which includes addressing all of the requirements of the RFP and the Agreement Terms, in addition to several proposal enhancements. The proposal has been divided into sections, each describing the pertinent items required within the RFP. It includes the following sections:

Proposal Sections

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> We are small, but we are mighty and we have the years of experience to back it up!



Peña has been operating in our local community for over 70 years and in Dinuba for more than 40 years. During that time, we have made a name for ourselves and pioneered a series of **firsts** for our communities and partner jurisdictions**.**

- ✓ We were the **first** hauler in Tulare County to incorporate **low carbon, Natural Gas Vehicles trucks** into our fleet.
- ✓ We were the **first** hauler to **start a recycling program** and,
- ✓ We were the **first** company in Tulare County to **open a Transfer Station**.

These programs were **designed to reduce greenhouse gas emissions** and operate as a carbon-neutral facility, well before current regulatory mandates such as SB 1383. Our local Transfer Station is the closest facility to the City helping to minimize the City's carbon footprint by ensuring that trucks don't need to drive unnecessarily further distances to manage materials.

1.1 History of Peña

Peña's Disposal, Inc. offers over 70 years of waste disposal experience. Established in 1949 by Salvador Peña as a way to collect food for his pig ranch, Peña Disposal has grown into a leader of disposal and recycling services. Each generation of the family has been able to meet the service needs and changing laws that face the solid waste industry, which include exceeding the AB 939 targets for our communities. Peña has invested in our facilities, communities, technology and outreach and education programs to bring our contracts into compliance with the sensitivity needed for customers to understand the changing landscape. Through each step of the company's growth, we remain loyal to our communities in Fresno and Tulare Counties. Our company is known for dependable, honest, customer focused, and innovative services. Peña is committed to remaining the City of Dinuba's best option for collection and processing services.

Over the years, we have watched evolving regulations in California. We provided oversight of the regulations through our involvement in the California Waste Haulers Council and the California Compost Coalition to ensure regulations were reasonable for our rural community. We continue to be actively involved in all state regulations and educate ourselves, our teams, and the communities we support. As the landscape evolved, so did Peña's Disposal, through expansion of the facility, processing capabilities, and the services we offer for customer convenience.



Peña's Disposal Company History



1949
Salvador starts business



1967
Gabriel takes over business



1981
Secured franchise agreement for City of Dinuba & City of Orange Cove

1984
Officially incorporated business



1994
1st Recycle Center developed in Tulare County



2001
Retrofitted 90% of truck fleet with diesel engines with emission control devices

2007
Purchased 2 CNG trucks

2009
1st Material Recovery Facility / Transfer Station in Tulare County

2010
Awarded processor for all C&D in Tulare County

2015
Awarded to process City of Visalia Recycling



2024
Peña Today









1.2 Our Work with Dinuba



Celebrating the Holidays with Our Community!

For decades Peña's has employed several Dinuba residents, making this community our home. We have also been an active community partner for many years. We participate in a range of programs to assist our local community, expanding jobs, environmental messaging and opportunities for the children and families that also call it home. We've participated in several community events, in addition to working to develop more industry, jobs and opportunities for the City. By supporting the community in a direct and tangible way, not only can we provide the best solid waste collection service, at the best value, but we are also creating valuable prospects for the community. Peña's has provided presentations and educational materials to Dinuba Unified Schools upon request and have worked with staff on recycling programs and SB 1383. Peña's staff has also routinely conducted waste surveys and diversion advice to businesses in Dinuba.



Zero Hero Local Outreach at Hotcakes for Hero's

Peña's has proudly assisted the City, its residents and businesses, in remaining compliant with ever-changing local and state regulations. With approval from the City, we have assisted the City in developing programs to remain compliant with all State mandates and served as the main liaison for communication with CalRecycle, the State's recycling enforcement branch.

In the decades we have been servicing

the City of Dinuba we have:

- Represented the City as the main liaison for communication with CalRecycle, the State's recycling enforcement branch
- Assisted in developing one of the first AB 341 and AB 1826 ordinances in California
- Provided no cost service to all City facilities and donated services for City events
- Coordinated City's clean ups, providing roll offs and staff to help load various materials
- Ordered and distributed food pails to increase organic waste diversion



Dinuba Christmas Parade

- Conducted site visits, waste audits and provided educational materials required by SB 1383
- Been a part of Dinuba's Chamber of Commerce and attended Good Morning Dinuba meetings regularly



Grand View Elementary School

As a smaller, locally owned business our focus remains on the values important to the City of Dinuba. **Peña operates with Integrity, Community focus and Pride in Our Home**. Our family leadership not only has decades of expertise but is also closely involved in daily activities ranging from assisting routes, resolving customer issues, ensuring operations are both running smoothly, and in compliance with all State and County requirements. Our employees are part of our family, and they understand the importance of providing quality customer service. We are technologically advanced with on-board driver tablets, GPS tracking, truck cameras, and integrated customer account software to display real-time service activity. Peña is also contracted to service all of the schools in Dinuba.



Art Peña with Young Men's Initiative Delivering Dinuba Carts

For decades Peña's has had a successful partnership with the City and its staff largely due to the open communication between both parties.

✓ When laws began to change, Peña's offered the city solutions to maintain compliance without seeking additional compensation.

✓ At the start of the contract, over 40 years ago, Gabriel Peña offered free service to the city to help clean up the streets for the first two weeks.

- ✓ When the revolutionary AB 939 bill came into effect, Peña built a State-of-the-Art material recovery facility five miles away and split the cost of brand-new containers with the City to help maintain compliance.
- ✓ Fast forward to 30 years later, Peña assisted in writing and implementing an AB 341, AB 1826 and later SB 1383 ordinances.
- ✓ Peña's is already providing organic waste recycling service to commercial and residential customers and is doing all the tracking and reporting required by SB 1383.
- ✓ Our goal with the City and the reason this partnership has lasted for so long is to always focus on staying compliant first and working out the details later.



Roosevelt Elementary - Spinning the Recycle Wheel of Knowledge

Because we are already doing most of the work requested in this RFP, we are confident that our proposal meets all the requirements of the RFP and offers additional services that will benefit Dinuba.

2.0 Related Experience

Peña's Disposal has been providing solid waste collection since 1949 across Fresno and Tulare Counties. With an eye on the future, we have prepared our Cities for the changing regulations related to solid waste collection and processing. Importantly we have always advocated for rural communities and worked to ensure regulations were reasonable for our region. Through our membership to industry associations, specialized fleet and solid waste consultants, we continue to be actively involved and prepared for all state regulations. Our team works to educate ourselves, and proactively bring programs to the communities we support.

Pena's Disposal Customers & Services	MSW Collector Curbside Pick up	Recycle Processor Curbside Pick up	Green/Organic Waste Curbside Pick up	Industrial MSW	Industrial Recycling	Transfer Station
City of Dinuba	✓	✓	✓	✓	✓	✓
City of Visalia		✓[1]			✓	✓
City of Porterville		✓[2]	✓[2]			✓
Unincorporated Fresno County	✓	✓	✓	✓	✓	
Unincorporated Tulare County	✓	✓	✓	✓	✓	✓

1 - Recyclables picked up by City & transported to Peña Transfer Station at Visalia landfill.

2 - Recyclables & Green Waste only; picked up by City & transported to Peña Transfer Station at City yard.

2.1 Project Team and Resumes

Peña is a family-run, local company with key personnel who share a combined 100+ years of experience in solid waste and recycling services. Our team of knowledgeable experts have been ensuring that our franchise jurisdictions are able to adhere to all California State and County solid waste mandates. Our relevant technical experience demonstrates our dedication to customer service, satisfaction, and compliance on a daily basis. Our team works to ensure service issues are resolved swiftly, efficiently, and with quality. Our team works diligently to educate themselves on State and County regulatory changes, so they can assure our jurisdictions remain complaint and are knowledgeable. Most importantly, our company is local, and our team is just down the street and a local phone call away.

Primary Point of Contact:

Art Peña, Vice President
art@peñasdisposal.com
(559) 528-3909

2.2 Dinuba Recycling Center & Office Since 1992

We operate a local office and recycling location at the Dinuba Recycling Facility, that will accommodate customer inquiries, customer outreach education, technical assistance and compost giveaways. This location is open 8 a.m. to 5 p.m., Monday through Saturday for drop-off of recycled items. Peña will be adding office space where an outreach associate will be available to take customer inquiries during set office hours. In addition, all outreach and education and customer technical assistance for the City of Dinuba will be dispatched from this office. Additionally, our main headquarter office is a quick 5.5 miles away from downtown Dinuba, which can manage inquiries outside of the Dinuba office hours as needed.



2.3 Organizational Chart

PEÑA'S DISPOSAL SERVICE



ARTHUR PEÑA
VICE PRESIDENT



ADRIAN MEZA
GENERAL MANAGER



MARIA PEÑA
CORPORATE SECRETARY

- ACCOUNTS PAYABLE
- CUSTOMER SERVICE SPECIALIST
- HUMAN RESOURCES



SHERRI PEÑA
BUSINESS RELATIONS & DEVELOPMENT



MARCELINO GONZALEZ
MAINTENANCE / MECHANIC SUPERVISOR



BASILISO VALENCIA
ROUTE SUPERVISOR

- COMMERCIAL DRIVERS
- RESIDENTIAL DRIVERS
- ROLL-OFF DRIVERS



MELBA CABRERA
OUTREACH COORDINATOR



ALDO GARCIA
DISPATCHER



ARTHUR PEÑA

Vice President

(559) 528 - 3909 ext. 100

ART@PEÑASDISPOSAL.COM

www.PEÑASDISPOSAL.COM

12094 AVENUE 408
CUTLER, CA 93615

PEÑA'S DISPOSAL SERVICE

PROFILE

With over 30 years in the waste industry, Arthur has the experience to ensure daily operations run efficiently. His ambition has elevated him from a maintenance mechanic to company Vice President. With his dad as a mentor and through practical experiences along the way, Arthur has been instrumental in the company's growth and success. Arthur has built relationships with several waste related committees and served 10 years as president of the California Waste Haulers Council who is responsible for reviewing state policies and making recommendations.

ROLES & RESPONSIBILITIES

- Arthur works closely with City and County officials to maintain compliance with the demanding and challenging policies placed in the waste industry
- Arthur oversees daily operations and is responsible for ensuring that all contractual obligations are met
- Arthur is actively involved in future planning and all budgetary decisions



ADRIAN MEZA

GENERAL MANAGER

(559) 528 - 3909 ext. 113

ADRIAN@PEÑASDISPOSAL.COM

www.PEÑASDISPOSAL.COM

12094 AVENUE 408
CUTLER, CA 93615

PROFILE

With more than 15 years of experience in the industry, Adrian has elevated himself to the role of General Manager at Peña's Disposal Inc. Adrian works diligently with jurisdictions to maintain compliance with all State regulatory agencies. With a bachelor's in business administration with an emphasis in Accounting, Adrian also assists with all financial matters and oversees contractual obligations. Being born and raised in Dinuba, Adrian has participated in various community programs, most recently graduating from the Leadership of North Tulare County program in June 2024; a program run by the Dinuba Chamber of Commerce that builds local leaders to fill roles in private, public, and non-profit sectors. Adrian is also a current Board Member of the Dinuba Chamber. Adrian understands the complexity of State mandates, the effect they have on smaller communities and works with jurisdictions to maintain compliance with minimal disruption to residents and businesses.

ROLES & RESPONSIBILITIES

- Adrian works to implement compliance programs especially those related to AB 341, AB 1826, and SB 1383
- Adrian is responsible for analyzing issues and deficiencies throughout the company and addressing them to remain efficient and effective

PEÑA'S DISPOSAL SERVICE



MARIA PEÑA

Corporate Secretary

(559) 528 - 3909 ext. 103

MARIA@PEÑASDISPOSAL.COM

www.PEÑASDISPOSAL.COM

12094 AVENUE 408
CUTLER, CA 93615

PEÑA'S DISPOSAL SERVICE

PROFILE

With over 25 years in the waste industry. Maria applies her extensive experience and knowledge in her role as Corporate Secretary to ensure compliance with fiscal requirements, Maria also oversees office staff and understands the importance of delivering high quality customer service. On a monthly, quarterly and annual basis, Maria is responsible for submitting the required financial reports to local, State and Federal agencies. Maria is actively involved in the community and is a member of Catholic Daughters of America and the Dinuba Women's Club.

ROLES & RESPONSIBILITIES

- Maria handles all financial matters and is responsible for executing payroll and paying the applicable taxes
- Maria is responsible is the head of Human Resources and also ensures billing is executed according to contractual requirements



SHERRI PEÑA

Business Relations & Development

(559) 528 - 3909 ext. 101

SHERRI@PEÑASDISPOSAL.COM

www.PEÑASDISPOSAL.COM

12094 AVENUE 408
CUTLER, CA 93615

PEÑA'S DISPOSAL SERVICE

PROFILE

Sherri has 32 years of corporate experience working for AT&T and has a Master of Science in Telecommunications Management. After retiring, Sherri joined the Peña team in 2014 to assist with Business Relations and Development. Sherri oversees Peña's mobile shredding service and is also involved in the writing and implementation of Recycling Ordinances and all marketing material for the company.

ROLES & RESPONSIBILITIES

- Sherri is an important contributor in implementation of our collection programs, including transition of services, outreach and marketing strategy, website design, and program roll-outs
- Sherri ensures that all outreach and education programs are SB 1383 compliant and develops marketing materials tailored to the City's needs



BASILISO VALENCIA

ROUTE SUPERVISOR

(559) 799 - 3015

BASILISCO@PEÑASDISPOSAL.COM

www.PEÑASDISPOSAL.COM

12094 AVENUE 408
CUTLER, CA 93615

PEÑA'S DISPOSAL SERVICE

PROFILE

With close to 20 years of driving experience, Basiliso has worked his way to the role of Route Supervisor. Basiliso understands the complexities of route and driver management and ensures the completion of all routes in a timely manner. His experience over the years has allowed him to communicate effectively with driver's, customers, and City staff.

ROLES & RESPONSIBILITIES

- Basiliso is responsible for developing efficient routes, dispatching drivers, and resolving routing issues
- Basiliso ensures compliance with local and state laws and is responsible for ongoing driver safety training



MARCELINO GONZALEZ

MAINTENANCE/ MECHANICS SUPERVISOR

(559) 528-3909 ext. 116

MARCELINO@PEÑASDISPOSAL.COM

www.PEÑASDISPOSAL.COM

12094 AVENUE 408
CUTLER, CA 93615

PEÑA'S DISPOSAL SERVICE

PROFILE

Marcelino joined Peña's Disposal in 2000 after working six years as a mechanic at Central Valley Truck (Volvo). Due to his exceptional mechanical abilities and leadership skills, Marcelino was quickly promoted to the role of Maintenance Supervisor. As a supervisor, Marcelino is able to familiarize himself with a variety of different truck and engine types and share that knowledge with his crew.

ROLES & RESPONSIBILITIES

- Marcelino is responsible for maintaining a safe, reliable, and cost-efficient fleet of vehicles. He also services large equipment and sophisticated machinery
- With the help of latest technology, Marcelino quickly identifies issues and implements timely solutions to avoid downtime and delays
- With the help of latest technology, Marcelino quickly identifies issues and implements timely solutions to avoid downtime and delays



MELBA CABRERA

OUTREACH COORDINATOR

(559) 528-3909 ext. 104

MELBA@PEÑASDISPOSAL.COM

www.PEÑASDISPOSAL.COM

12094 AVENUE 408
CUTLER, CA 93615

PEÑA'S DISPOSAL SERVICE

PROFILE

Since 2018, Melba has provided the highest quality customer service at Peña's Disposal Inc. She has worked with City of Dinuba Staff to help resolve service issues promptly. As Outreach Coordinator, Melba assists customers in reaching compliance with AB 341, AB 1826 and SB 1383, by providing waste audits, contamination monitoring, educational flyers, and service options to commercial customers. She also works with schools and develops interactive recycling outreach to capture the attention of students of all ages to spread the recycling message. Melba attends monthly Good Morning Dinuba meetings and Visalia Economic Development roundtables to inform businesses and residents of upcoming or current State mandates. Melba is also a Dinuba resident and understands the challenges of her community and the importance of communication.

ROLES & RESPONSIBILITIES

- Melba provides technical assistance, outreach and educational programs in our franchised cities
- Melba tracks and reports back to the city, the number of businesses that are in compliance with the different State mandates as well as City ordinances



ALDO GARCIA

DISPATCHER

(559) 528-3909

ALDO@PEÑASDISPOSAL.COM

www.PEÑASDISPOSAL.COM

12094 AVENUE 408
CUTLER, CA 93615

PROFILE

Aldo's chief responsibility is to monitor routes in real time and provide rapid responses to potential route interferences in a dynamic environment. Monitoring over 25 trucks throughout Fresno and Tulare County on a daily basis, Aldo also serves as the main point of communication between drivers and staff from both the City and Pena's. With the help of Pena's advanced technological equipment, including on board tablets with live communication between routing software and trucks en route and a sophisticated camera system with GPS tracking and G-sensor capability that notifies him immediately when there is a harsh event, Aldo is able to swiftly provide resolutions and ensure routes are completed safely and efficiently.

ROLES & RESPONSIBILITIES

- Monitor live GPS, camera, and routing feedback
- Dispatch work orders and reroute drivers to improve efficiency
- Communicate service delays or issues to City and Pena's staff

PEÑA'S DISPOSAL SERVICE

Mike J Kochergen

PRESIDENT

(559) 266 - 2650

MIKE@ALLVALLEYENV.COM

KOCHERGENFARMSCOMPOSTING.COM

33915 AVENAL CUTOFF RD.
KETTLEMAN CITY, CA 93239

PROFILE

Entrepreneurial business owner and farmer with 24 years of experience in the waste management industry, including managing all aspects of a green waste chip-and-grind facility and composting facility. Skilled in business development, driving continuous improvement, and agricultural production.

Mike began permitting Kochergen Farms Composting, Inc in the late 1990s in response to AB 939. In July 2001, the 30-acre compost facility began accepting material from Fresno County. In 2005, Green Valley Recycling was established to receive material from waste haulers, landscapers, and homeowners directly in the City of Fresno.

Over the past 10 years, Mike has successfully completed several expansions to bring the compost operation to the current 160-acre facility located in Kings County. In 2016, Mike purchased and began permitting Green Valley Recycing's new facility in the City of Fresno to prepare for SB 1383. This facility currently has a Solid Waste Facility Permit to transfer/process up to 2,500 tons per day.

ROLES & RESPONSIBILITIES

- Oversee all aspects of solid waste management, including waste collection, processing, transportation, and disposal.
- Develop and implement the overall strategic direction and vision for the operation.
- Maintain strong relationships with suppliers, customers, regulators, and other stakeholders.
- Monitor and analyze industry trends, including emerging technologies and market conditions, and adjust the operation's strategy as necessary.
- Develop strategies to ensure that goals are met or exceeded.

Katrina Kochergen

OPERATIONS MANAGER

(559) 266 - 2650

KATRINA@ALLVALLEYENV.COM

KOCHERGENFARMSCOMPOSTING.COM

33915 AVENAL CUTOFF RD.
KETTLEMAN CITY, CA 93239

CERTIFICATIONS

- Certified Compost Operations Manager (CCOM)
- US Composting Council Certified

PROFILE

Operations Manager passionate about sustainability and committed to reducing environmental impact through composting. With 5 years of experience managing all aspects of green waste recycling and composting operations, I have a proven track record in improving efficiency, reducing costs, and increasing productivity while ensuring compliance with industry regulations. I am a results-driven leader who excels at developing and implementing operational plans and fostering a positive work environment that encourages collaboration and innovation. My strong communication, analytical, and problem-solving skills allow me to effectively manage operations, identify areas for improvement, and implement new composting methods and technologies. Above all, I am committed to delivering innovative and sustainable solutions that benefit both the business and the environment.

ROLES & RESPONSIBILITIES

- Oversees all aspects of the composting process, including feedstocks, processing, and sales.
- Develop and implement operational plans to improve efficiency, reduce costs, and increase productivity.
- Maintain compliance with regulations and standards.
- Conduct regular audits to assess performance and identify areas for improvement.
- Improve environmental sustainability by implementing new composting methods and technologies.
- Align HR policies with business needs and objectives.
- Hire, train, and manage a team of professionals to ensure the successful operation of the composting facility, including facility managers, equipment operators, technicians, and administrative staff.

3.0 Supportive Resources

Peña has been servicing the City of Dinuba for over 40 years, where we have provided uninterrupted collection services to the community, including when we have transitioned new programs and technologies to customers. Peña has proactively brought numerous supportive resources for the City of Dinuba that have assisted in the collections, operations, customer service, reduction of local and environmental impact of our programs.



Peña's remains dedicated to providing comprehensive services and continuing to ensure the City's compliance objectives are met through our transparent and trusted services.

Our supportive programs include:

- Nearby, CARB compliant collection fleet available for spares and as needed collection support.
- Local customer service location for customer convenience, staffed with bilingual and experienced support representatives.
- Recycling and transfer facility supporting local bulky item collection, HHW drop-off, PaintCare program and mattress recycling.
- Secured long-term contracts with disposal and organics facilities.
- In-depth understanding of technical assistance requirements necessary to promote recycling and diversion programs, including both facility and generator waste audits.
- Experience with operations technology used to enhance safety, compliance tracking, route audits and efficiency.
- Recycle Centers, located in Dinuba and Cutler, for customer disposal of CRV material and other recyclables.

Peña ensures that residents are provided a range of opportunities to dispose of materials, including household hazardous waste, electronic waste, mattresses, batteries, paint and motor oil, that are important to remove from the waste stream and are recycled and managed properly.



Our facilities maintain permits and certifications to ensure that they can take a range of items through curbside collection, industrial waste, recycling events and public drop off programs.

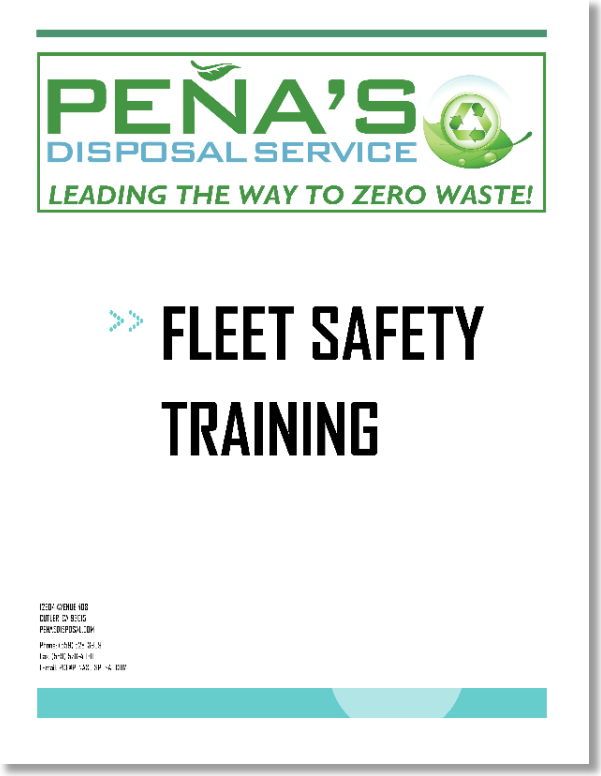
Peña further offers the following as part of our base operational bid:

- The use of residential and commercial CNG trucks, 2017 or newer within three years of the Agreement start date, to reduce the environmental impacts of collection.
- Experienced bilingual outreach and education team that has assisted our franchise areas in exceeding the diversion goals.
- Specialized collection events including shredding services and bulky item handling.
- High quality employee safety training programs and prevailing wages provided to all staff.

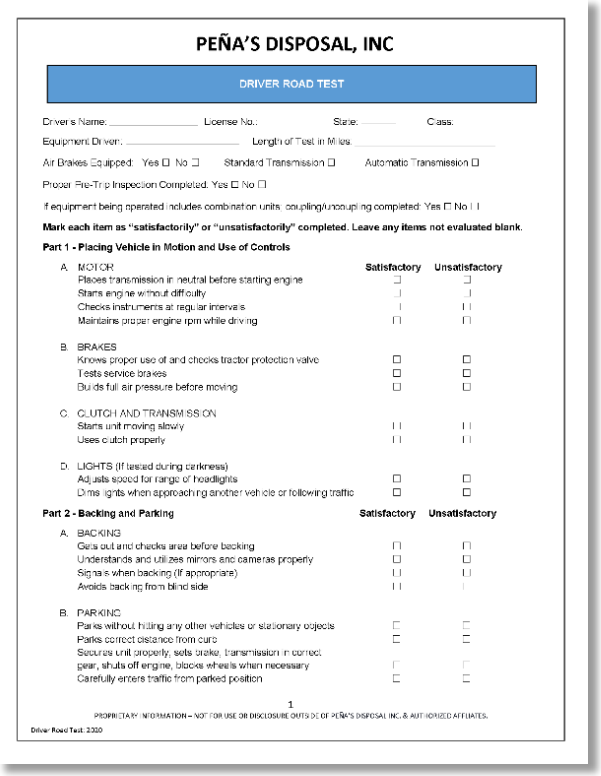
Our current fleet inventory meets all CARB requirements and we have access to additional vehicles that can be used as spares if needed.

4.0 Exemplary Safety Record

Peña has an in-depth safety program and requires each department to have monthly safety meetings with required attendance from all staff. We conduct annual reviews, refresher and incident training to ensure that safety is prioritized by all staff members. It is required that all employees adhere to safety guidelines at all times and without exception. Over the past five years, there have been a total of 72 minor accidents/workers compensation claims with 15 recordable cases. There have been 28 driving accident claims and no citations. Peña has worked to reduce these incidents with our safety programs and technology investments.


PEÑA'S
DISPOSAL SERVICE
LEADING THE WAY TO ZERO WASTE!

FLEET SAFETY TRAINING


PEÑA'S DISPOSAL, INC

DRIVER ROAD TEST

Driver's Name: _____ License No.: _____ State: _____ Class: _____

Equipment Driven: _____ Length of Test in Miles: _____

Air Brakes Equipped: Yes ☐ No ☐ Standard Transmission ☐ Automatic Transmission ☐

Proper Pre-Trip Inspection Completed: Yes ☐ No ☐

If equipment being operated includes combination units, coupling/uncoupling completed: Yes ☐ No ☐

Mark each item as "satisfactorily" or "unsatisfactorily" completed. Leave any items not evaluated blank.

Part 1 - Placing Vehicle in Motion and Use of Controls	**Satisfactory**	**Unsatisfactory**
A. MOTOR		
Places transmission in neutral before starting engine	☐	☐
Starts engine without difficulty	☐	☐
Checks instruments at regular intervals	☐	☐
Maintains proper engine rpm while driving	☐	☐
B. BRAKES		
Knows proper use of and checks tractor protection valve	☐	☐
Tests service brakes	☐	☐
Builds full air pressure before moving	☐	☐
C. CLUTCH AND TRANSMISSION		
Starts unit moving slowly	☐	☐
Uses clutch properly	☐	☐
D. LIGHTS (If tested during darkness)		
Adjusts speed for range of headlights	☐	☐
Dims lights when approaching another vehicle or following traffic	☐	☐

Part 2 - Backing and Parking	**Satisfactory**	**Unsatisfactory**
A. BACKING		
Gets out and checks area before backing	☐	☐
Understands and utilizes mirrors and cameras properly	☐	☐
Signals when backing (If appropriate)	☐	☐
Avoids backing from blind side	☐	☐
B. PARKING		
Parks without hitting any other vehicles or stationary objects	☐	☐
Parks correct distance from curb	☐	☐
Secures unit properly, sets brake, transmission in correct gear, shuts off engine, blocks wheels when necessary	☐	☐
Carefully enters traffic from parked position	☐	☐

1

PROPRIETARY INFORMATION – NOT FOR USE OR DISCLOSURE OUTSIDE OF PEÑA'S DISPOSAL INC. & AUTHORIZED AFFILIATES.

Driver Road Test 2020

PEÑA'S DISPOSAL SERVICE
LEADING THE WAY TO ZERO WASTE!

HEAT ILLNESS PREVENTION PLAN

PEÑA'S DISPOSAL SERVICE
LEADING THE WAY TO ZERO WASTE!

HOT LOAD PROCEDURES

PEÑA'S DISPOSAL SERVICE
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WORKPLACE VIOLENCE PREVENTION PROGRAM

PEÑA'S DISPOSAL SERVICE
LEADING THE WAY TO ZERO WASTE!

ILLNESS PREVENTION PLAN

4.1 Samsara: Vehicle Telematics

Safety and efficiency of our operations is our primary concern as we manage our operations. Peña has invested in Samsara, a video technology that watches both the inside and outside of the vehicle that uses artificial intelligence to monitor drivers and send active reminders if it senses safety risks in real time. In this way drivers always have a partner in the truck with them that provide reminders about safety and their surroundings. Samsara boasts assisting with reducing accidents by 30% across their clients, where Peña believes even if one accident is avoided by the technology it provides an invaluable benefit to our communities. Highlights of this technology include:



- ✓ On board dashcam facing driver and the road;
- ✓ Live feed shows vehicle speed;
- ✓ Harsh events such as breaking fast or turning too fast trigger a notice to dispatcher;
- ✓ Ability to go back and review footage from previous days;
- ✓ Generates safety reports;
- ✓ Tracks mileage and fuel usage for route efficiency; and.
- ✓ GPS monitoring for all the fleet.

Tracking of Driver's Risk Factors with Peña's 0% Crash Rate

Risk Factors Jul 1 - Aug 1

Risk Factor	Count	Rate Or %
Harsh Driving	41 total events ↓ 41%	0.9 events / 1,000 mi ↓ 25%
Speeding	31h 32m ↓ 50%	1.4% of drive time ↓ 36%
Crash	0 total events ↓ 100%	0 events / 1,000 mi ↓ 100%
Policy Violations	0 total events ↓ 0%	Mixed Rates
Collision Risk	0 total events ↓ 0%	Mixed Rates
Distracted Driving	0 total events ↓ 0%	Mixed Rates
Traffic Signs & Signals	1 total event ↑ 100%	0.02 events / 1,000 mi ↑ 2%

This program allows our management to have real-time visibility of the operations, resulting in reductions in fuel usage, close monitoring of fleet maintenance and safety, and an overall enhancement to our communities. Our drivers are trained on the important applications of Samsara and report back that the software has significantly assisted in their abilities to operate their routes with increased satisfaction and comfort. Drivers care about the safety of their communities, and are personally invested. This technology helps ensure that they are protected from other negligent drivers on the road, they are operating their trucks in an efficient way and they are being responsible citizens in their daily routines. By using this tracking software, individualized coaching videos can be created to evaluate live events during operations.

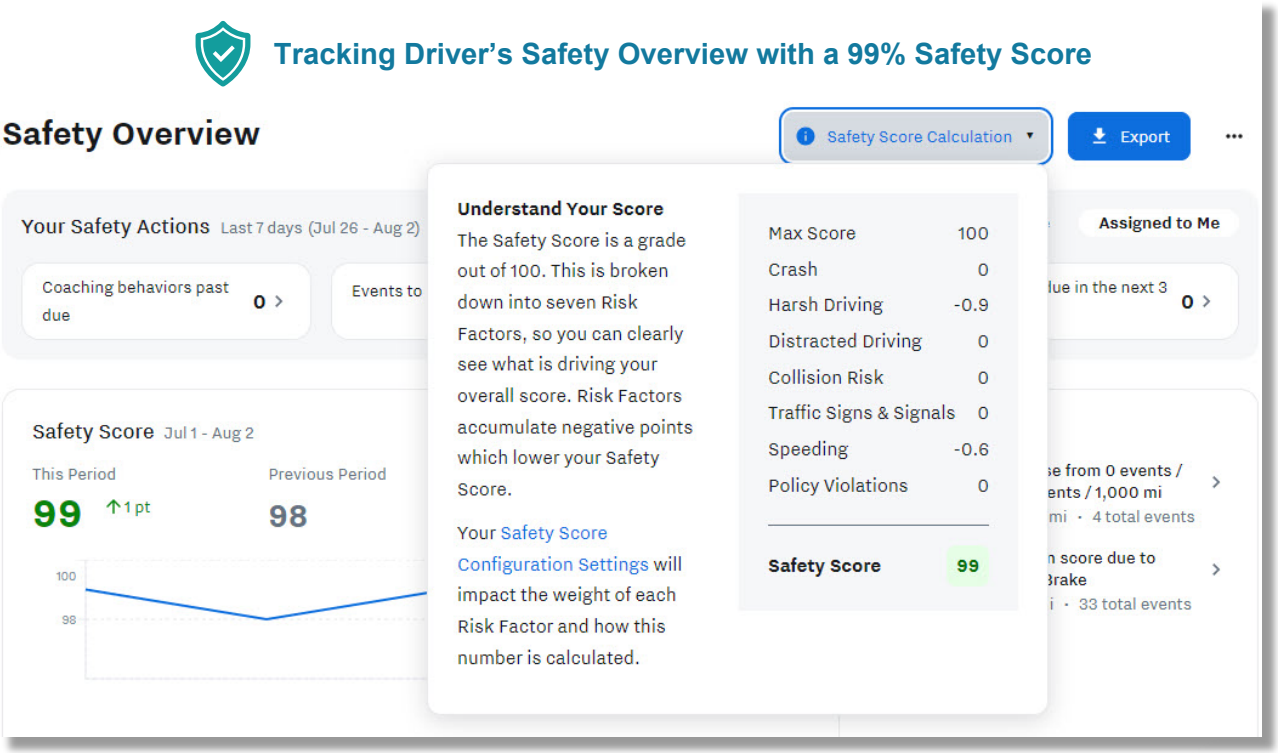
360° VIEW OF OPERATIONS

RAPID OUTAGE RESPONSE

MODERN FLEET SAFETY

AI technology will notify the drivers should their eyes divert from the road. Additionally, the technology tracks the performance of the drivers and alerts management should a driver need additional training or coaching, about safe driving practices. GPS monitoring allows a quick and efficient way to track the operations of the vehicles, to locate a vehicle quickly in case of breakdown, provides operations information regarding mileage, speed and erratic driving.

Tracking Driver's Safety Overview with a 99% Safety Score



5.0 Ownership and Financial Records

Peña's Disposal, Inc. is a private family-owned business; owned by Arthur Peña, Vice President (51%) and his father Gabriel Peña, President (49%). Arthur runs daily operations and maintains full responsibility for all financial investments. Peña was incorporated in October 1984 as an S-Corporation with the following structure: Gabriel Peña, President; Arthur Peña, Vice President; Maria Peña, Corporate Secretary. Peña has annual audits with the last one completed in 2023 for 2022 taxes. Peña will make available for review the necessary financial reports describing the fiscal health and wellbeing of the firm, references and a recent audit of firm accounting practices and financial records.

Financial Contacts



Union Bank: Luanne Crater

(559) 307-8886

luanne.crater@usbank.com

Moss Adams: Kenneth T Wittwer

(559) 389-5700

ken.wittwer@mossadams.com

5.1 Performance Bond

Peña will provide the required performance bond to the City as a guarantee to our performance and satisfaction to the City for the sum of $250,000.00. We are prepared to work with the City and provide this type of bond or guarantee subject to the City's approval. Upon being awarded the contract, Peña is prepared to secure the Performance Bond, with the full backing of McConnell, Manit & Trout Insurance Services, LLC.

6.0 Insurance

Peña has full insurance coverage required by this contract where our current insurance listings are provided in the table below. Peña will make available the policies should the City request to review them within two days of the City's request.

Line of Coverage	Carrier	Expiration Date	Policy Limit	Contact	
General Liability Pollution Liability Property Liability	IPFS Corporation of CA	7/1/2025	$1M/$2M	Rick McConnell (877) 730-1222 rick_mcconnell @ajg.com	Erin Viker (877) 730-1222 erin_viker@ajg.com
Business Auto (Vehicle Insurance)	National Interstate	7/1/2025	$1M CSL		
Worker Compensation	National Interstate	7/1/2025	$1M/$1M/ $1M		

Peña's Disposal has had no citable violations, warnings, or notices from CalRecycle or CERCLA claims over the past five years. There are no previous and pending claims against the policies or past policies, including any dismissed or rejected claims to include CERCLA. We remain in compliance with all State and County regulations.

Peña understands that it will fully indemnify the City against CERCLA liability to the extent that the selected service provider controls the waste stream. Peña further assures that City that all appropriate business or other license, permits and insurance policies will be maintained over the life of the contract and will be at coverage limits reasonably determined by the City.

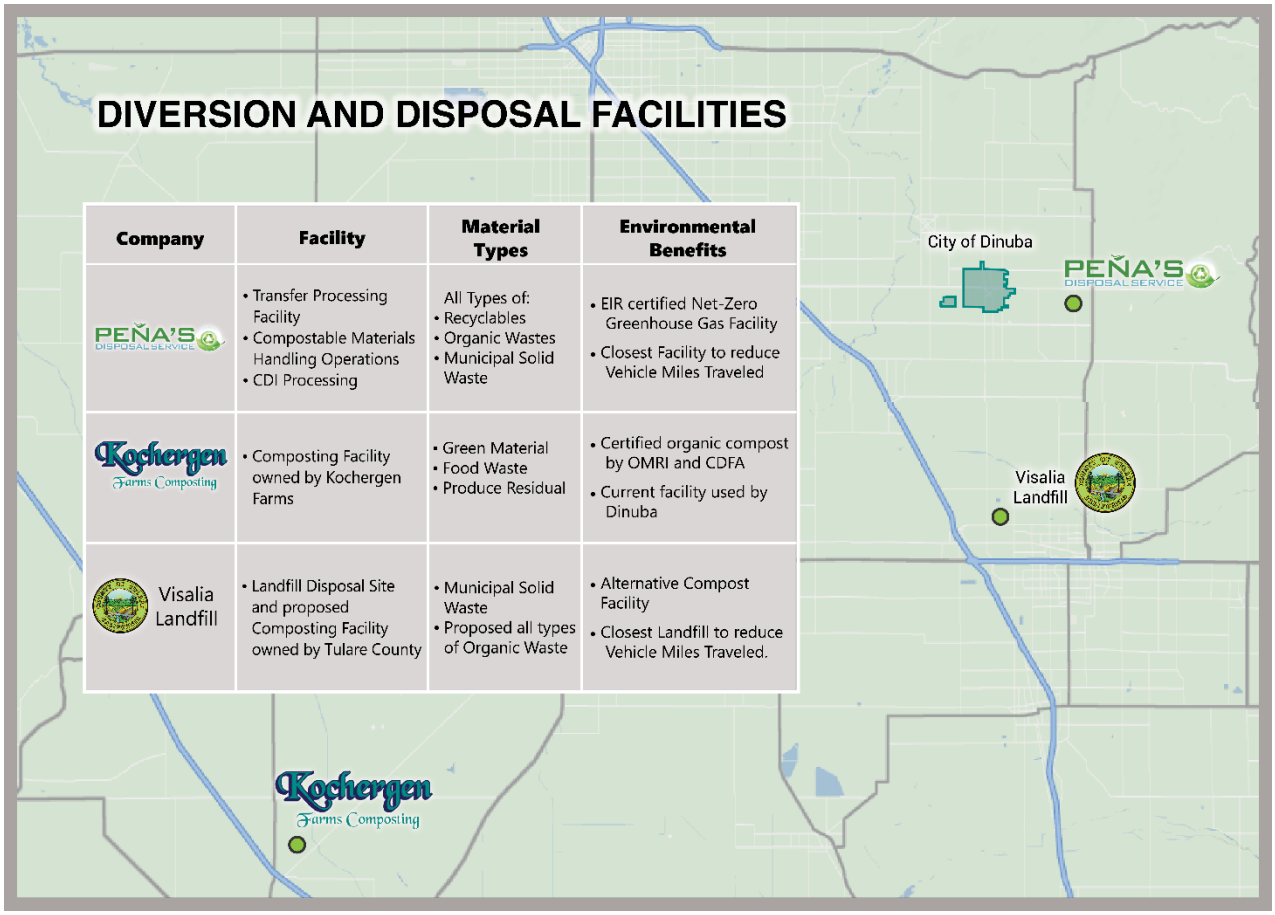
7.0 References

Jurisdiction	Contract Length	Contact Name	Contact Number	Services Provided
City of Dinuba	40+ Years (Current)	George Avila	(559) 591-5924	Franchised hauler for C&D, Solid Waste, Recycling and Organics services. Serving 5500+ residential arid 500+ commercial accounts. Process mixed recyclables at own MRF.
City of Orange Cove	40+ Years (exp. 2023)	Dario Dominguez	(559) 626-4488	Franchised hauler for C&D, Solid Waste, Recycling and Organics services. Serving 1400+ residential arid 150+ commercial accounts. Process mixed recyclables at own MRF.
Tulare County Unincorporated	55+ Years (Current)	Bryce Howard	(559) 614-7195	Franchised hauler for Solid Waste, Recycling arid Organics services in designated area. Serving 6000+ commercial, residential arid industrial accounts. Process mixed recyclables at own MRF.
Fresno County Unincorporated	55+ Years (Current)	Michael Griffey	(559) 600-4259	Franchised hauler for Solid Waste, Recycling and Organics services in designated area. Serving 300+ commercial, residential and industrial accounts. Process mixed recyclables at own MRF.
City of Porterville	14 Years (Current)	Michael Knight	(559) 782-7 462	Processes about 12,000 annual tons of mixed commercial, residential, and industrial recyclables at own MRF. Transfers organic waste to facility for composting.
City of Visalia	8 Years (Current)	Jason Serpa	(559) 713-4340	Transfers arid processes over 24,000 annual tons of mixed commercial, residential, and industrial recyclables at own MRF.
City of Delano (STRR)	3 Years (Current)	Maria Guerrero	(661) 725-0265	Processes about 4,000 annual tons of mixed commercial, residential, and industrial recyclables at own MRI. Transfers organic waste to facility for composting.

8.0 Facility and Processing Readiness

Peña proposes to use a suite of fully permitted facilities that have committed disposal and guaranteed diversion capacity for the City of Dinuba. The recycling and disposal operations are the closest permitted facilities to the City and will reduce the vehicle miles traveled associated with collecting and hauling the City's waste streams. Municipal solid waste will be directly hauled by the refuse collection vehicles to the Visalia Disposal Site located on Road 80 north of Visalia. The recyclables and organic waste will be hauled to the Peña Material Recovery Facility and Transfer Station (Peña MRF).

The residuals from processing materials at the Peña MRF will be transferred to the Visalia Disposal Site. The organic waste will be processed into a compost feedstock and will be hauled to Kochergen Farms Composting, near Avenal, and could utilized the proposed composting facility at Visalia Disposal as an alternate site, as part of the proposed contract extensions.



Company	Facility	Material Types	Environmental Benefits
PEÑA'S DISPOSAL SERVICE	• Transfer Processing Facility • Compostable Materials Handling Operations • CDI Processing	All Types of: • Recyclables • Organic Wastes • Municipal Solid Waste	• EIR certified Net-Zero Greenhouse Gas Facility • Closest Facility to reduce Vehicle Miles Traveled
Kochergen Farms Composting	• Composting Facility owned by Kochergen Farms	• Green Material • Food Waste • Produce Residual	• Certified organic compost by OMRI and CDFA • Current facility used by Dinuba
Visalia Landfill	• Landfill Disposal Site and proposed Composting Facility owned by Tulare County	• Municipal Solid Waste • Proposed all types of Organic Waste	• Alternative Compost Facility • Closest Landfill to reduce Vehicle Miles Traveled.

Landowner/ Operator	Address
PEÑA'S DISPOSAL SERVICE	12094 Avenue 408 Cutler, CA 93615 (559) 528-3909

8.1 Peña's Material Recovery Facility and Transfer Station

The recyclables and organic wastes from the City will be processed and transferred at the Peña Material Recovery Facility (MRF). The Peña MRF is owned and operated by Peña's Disposal, Inc. and was certified as a Net-Zero Greenhouse Gas Facility in the 2014 County EIR for the project. The Peña MRF is located on an 18.01-acre site at 12056 Ave. 408, Cutler, CA 93615. The site location is easily accessible to Dinuba, as the closest permitted facility. The Peña MRF has a Full Solid Waste Facility Permit (SWIS No. 54- AA-0034), issued by the County of Tulare Environmental Health Services Division and concurred with by the California Department of Resources Recycling and Recovery (CalRecycle) for 2,000 tons per day (TPD) of municipal solid waste, recyclables, and organic waste. The facility currently processes 450 TPD and has guaranteed capacity for the City's recyclables and organic waste tonnages. As a processing facility, the Peña MRF is permitted to make a variety of compost feedstocks and transfer the feedstock to a permitted compost facility.

The Peña's MRF serves 1,156 commercial accounts 10,098 residential households, and processes more than 42,000 tons of recyclables per year! Materials come from southern Fresno County and northern Tulare County, including City of Dinuba, Cutler, Orosi, London, Sultana, Traver, Seville and other smaller communities throughout the region.

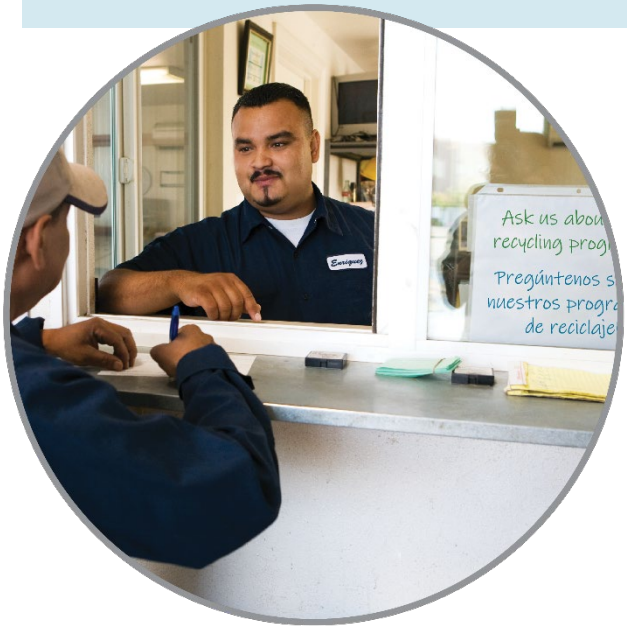


The Peña's MRF includes:

- Material Recovery Facility
- Transfer Station
- Organic processing operations
- Mixed construction and demolition waste recycling facility
- Inert debris processing operation
- Household hazardous waste facility
- Mattress recycling
- E-waste recycling operations
- Recycling buy-back center
- Community education recycling center
- Administrative offices
- Community meeting room

Our Recycling Dropoff Locations

Peña is proudly certified through the State of California Department of Conservation as a Processor of recycling material with Recycling Centers in Dinuba and Cutler. The Dinuba Recycling Center has been Peña's hub for a variety of services with plans to expand the Dinuba Recycling Center for customer service, compost pick-up, and drop-off of certain material types. See Section 2.2 for more information about the Dinuba Recycling Center.



The Peña's MRF is permitted to process commercial food waste, generate its own renewable energy from the wood waste, have solar on top of the MRF, and install a CNG fueling station. **These projects will greatly assist Dinuba in reducing its carbon footprint and provide the community with critical technological components to achieve energy, economic, and environmental sustainability.**

An Overview of Our Operations

The recycling goals of AB 939 and now AB 341, AB 1826 and SB 1383, have been achieved at the local level due in part because of the operations of Peña's Disposal and the development of the MRF. As AB 939 progressed throughout the years, and with new programs and technologies, the Peña's MRF expanded their services to process the City materials:



Residential organic waste processing: Residential green waste that is received is processed into a compost feedstock and transferred to Kochergen Farms Composting. Residential food waste will be co-collected with the green waste and will be processed into a compost feedstock and transferred to Kochergen Farms Composting.



Commercial organic waste processing: Clean source-separated commercial organic waste that is currently received is being transferred as compost feedstock to Kochergen Farms Composting. The Peña MRF is permitted to add commercial food waste processing equipment to prepare cleaner compost feedstocks from the more contaminated sources.



Single-stream blue cart collection and processing from residential and commercial sources: The processing line has a capacity of 15 tons per hour. With a dynamic global market of commodity value and recyclability brought on by the China Sword, Peña will work with the City to determine the material types that should be collected and would not want to promote wishful recycling that adds unneeded costs and labor to the recycling system.



Single stream blue bin from dry commercial sources: The processing line has a capacity of 20 tons per hour, with a recovery rate of 81%, with a focus on cardboard, paper, rigid plastics, and CRV containers.



Due to differences in waste composition between the residential and commercial sectors, Peña has opted to process each material stream on separate sorting line. This strategy enables Peña to maximize the diversion rate by focusing only on the highest volume commodities from each stream.

Residential recyclables collected for sorting uses a highly diverse group of workers, including 50% of the crew being women, including female heavy machine operators. The sorting process for residential recyclables begins with the machine operator loading the Ballistor with an excavator. The Ballistor then performs a presort and sends materials out through three different belts.

1. **The first belt** carries all three-dimensional materials, including bottles, cans, toys, and other plastics to a designated area; these materials are later sorted out by commodity.

2. **The second belt** carries any small materials that fall through the two-inch screens in the Ballistor; this stream has been found to consist of over 70% broken glass and is therefore sent to Strategic materials as a residential three mix for recycling. Using State of the Art sorting technology, Strategic is able to extract the smallest pieces of glass for recycling.

3. **The third belt** exiting the Ballistor carries all two-dimensional items such as newspaper, cardboard, office paper, and other bottles and cans that may have been missed. This belt carries the materials onto another sorting line where a fifteen-person crew sorts each commodity into a bunker or a basket until enough is collected to make a bale.



Prior to making any bales, Peña monitors the quality of each commodity by having two operators go through the materials and physically removing any contaminants. Once the first quality inspection is completed, materials are ready for baling and marketing. Using an Enterprise two ram baler with the power to push out a complete bale in less than two minutes, commodities are baled and then stored until there is enough for a full shipment. A second quality inspection is performed on each individual bale during the shipment loading process.

Commercial recyclables consist of mostly cardboard and do not contain as much glass or bottles and cans as the residential stream. Therefore, the primary focus of the commercial sorting line is to capture as much cardboard and paper as possible. Commercial recyclables are dumped onto the second sort-line, located on the east side of the property, using a front-loader where a six-man crew then sorts each material by commodity into roll-offs. Once the roll-offs are full, they are transferred to the MRF for baling and marketing. Some bottles and cans are also recovered from commercial recyclables as well as rigid plastics, plastic films, and glass bottles. That material is then transferred to the MRF and processed through that sort-line.



Recyclables Marketing



Establishing long term relationships with the major buyers of fibers and plastic has been key to Peña success over the years. Peña does not contract with any buyers, which gives us the opportunity to get the best market value for our material. Recovered paper exporters such as America Chung Nam, the world's largest exporter of recovered paper, Newport CH International, Cellmark Group and Cycle Link have worked with Peña over the years with little or no issues with the quality of our commodities. During the National Sword policy many MRFs struggled to reach the new quality standards imposed by China, but Peña had no trouble adjusting. By opting for hand-sorting as opposed to an optical sort, Peña has had the ability to quickly make changes on the sort-line and add more quality control points to meet the highest quality standards. When mixed paper was banned from China and other countries, Peña was able to switch to a newspaper/office paper sort quickly.

Peña has carried their vision of **Zero-Waste** and has made the changes necessary to move communities towards this goal. In an ever-changing global market it is essential to make the correct operational decisions to maximize the diversion rate and minimize costs. **By focusing on what is sustainable and what is economically feasible, Peña makes sure that the commodities that are being sorted are in fact being recycled and not dumped onto other countries where commodities end up in the trash.** Peña supports efforts in domestic improvements for infrastructure and is ready to begin sorting any new commodity once there is a sustainable outlet.

Environmental Benefits

The Peña MRF is permitted to become a 1.6 mega-watt green energy resource recovery park to meet the measures of AB 32 and SB 1383. AB 32 changed the way we think about solid waste programs, which have further shifted because of the Low Carbon Fuel Standard, the Renewable Portfolio Standard, mandated commercial recycling, organic waste recycling, and Extended Producer Responsibility. **The Peña MRF is permitted for SB 1383 programs and has embraced EPR with programs such as mattress recycling, Carpet CARE, and Paint CARE.**

Peña is permitted to construct a compressed natural gas (CNG) fueling station at their MRF to fuel their fleet. Peña's has invested in a new, near zero emission collection fleet which produce almost zero emission of Nitrogen Oxide (NOx), the primary generator of ozone, which is a major contributor to local air pollution. Peña is also tracking the development of the Advanced Clean Fleet rule and is already making plans to phase in electrification over time for battery electric heavy-duty vehicles. **With the ability to generate 1.6 mega-watt of renewable energy, Peña will have an adequate supply to electrify the entire fleet.**



"Net-Zero" Greenhouse Gas Emissions

CARB prepares and approves the AB 32 Scoping Plan every five years, which sets targets to achieve a carbon neutrality goal by 2045, and a 2050 goal of 80% GHG emission reduction compared to 1990 levels. CARB is looking towards the waste industry to achieve Net-Zero GHG emission goal before 2035, where Net-Zero is when a company's direct GHG emissions minus avoided GHG emissions are zero or less. To achieve Net-Zero, the direct emissions from the Waste Sector would have to be fully offset by avoided GHG emissions that occur from recycling and composting materials, instead of landfilling.

Net-Zero GHG Equation

Operational GHG Emissions – Avoided GHG Emissions ≤ 0

Achieving Net-Zero GHG Emissions from the Waste Sector

Beyond 2020, additional reductions in GHG emissions from the Waste Sector will be needed to achieve a Net-Zero GHG emissions goal. To achieve these reductions, even greater diversion of organics and other recyclable commodities from landfills must be realized and further expansion and enhancement of the alternative non-disposal pathways must be developed. In addition, greater emphasis will need to be placed on reducing the volume of waste generated, recycling/reusing products at the end-of-life and remanufacturing these materials into beneficial products. To achieve Net-Zero, the direct GHG emissions from the Waste Sector would have to be fully offset by avoided GHG emissions. Avoided GHG emissions are reductions in life cycle GHG emissions that would occur because waste is shifted from landfilling to alternative non-disposal pathways.

- Please note that the Net-Zero ratio is not a direct apples-to-apples comparison as operational emissions are calculated on an end-of-life basis, whereas Net-Zero is a life-cycle measurement. Further, companies cannot solely take credit for all the avoided emissions that occur as a result of recycling and resource recovery. Rather, these benefits are produced by everyone along the recycling value chain from the individual that sorted the material to the end reprocessor that transformed it into a new good.

Peña Disposal calculated their avoided greenhouse gas emissions for 2010 using the best available life-cycle analysis, the modified Federal EPA WARM program that determines the avoided GHG emissions that would occur from waste shifting from landfilling to recycling, composting, and biomass energy. This information is included in the County adopted EIR for the Peña MRF where it was demonstrated that **Peña MRF has offset 54,859 tons of greenhouse gases by recycling and diversion programs and created 2,828 tons of GHG emissions generated by the collection vehicles and processing equipment.** **Peña's MRF is well beyond Net-Zero now, meeting the CARB goals years in advance.**

8.2 Kochergen Farms Composting



At Peña we have done our due diligence to make sure that we are permitted and ready to meet the challenges of SB 1383 and any additional organic tonnage that requires collection. We have been fully permitted since 2014, long before any state mandates required organic recycling, to accept, transport, and process green waste and food waste. We currently have a long-term guaranteed capacity contract with Kochergen Farms Composting, Inc. to process our green waste and organic food waste in compliance with SB 1383.

Kochergen Farms Composting will be providing compost capacity for the compost feedstock produced at the Peña MRF from the City's organic waste. Kochergen Farms Composting as a Full Solid Waste Facility (Permit SWIS No. 16-AA-002), issued by the Kings County Health Department and concurred with by CalRecycle for 1,000 tons per day of organic waste, including food waste. Kochergen Farms Composting is located at 33925 Avenal Cut-off Road. Avenal, California, 93204.

Established in 2001, Kochergen Farms Composting, Inc. was founded by Mike J. Kochergen, whose family has been farming in the Central Valley of California for over 60 years. Kochergen Farms Composting, Inc. produces a Certified Organic Compost that has been a favorite of growers from the Central Valley of California throughout the Central Coast. Their unique blend of green waste and food waste is one that growers purchase year after year.

In 2003, Kochergen Farms Composting, Inc. began accepting and processing food waste to work side-by-side with the composting operation. This program helps reduce the amount of waste disposed of at the landfill.

The compost is Organic Materials Review Institute (OMRI) listed, registered organic by the California State Department of Agriculture, and certified by Soil Control Lab. Their compost is

chemical free and is safe to use around children and pets. As part of the SB 1383 procurement requirement, Dinuba would need to procure 1,231 tons of compost per year, where Peña can assist the City by back-hauling one transfer trailer per week to City parks, roads, and assist in give-away programs to the City residents. Peña is open to further discussions with the City on how we can best support Dinuba with its SB 1383 procurement requirements.



Visalia Disposal Site – Alternative Compost Facility

Tulare County intends to develop and operate a covered aerated static pile (CASP) compost facility to comply with the SB 1383 regulations. The compost facility will be located on the County's Visalia Landfill property that encompasses approximately 634 acres, of which the compost facility will occupy 36 acres. The compost facility will be designed to accept up to 200,000 tons per year (TPY) of green waste and food waste.

This proposed compost facility will be an alternative composting facility for materials generated by the City of Dinuba. The Draft Environmental Impact Report has been issued and permitting is underway.



Peña will ensure that the City of Dinuba has access to a high-quality compost operator that will ensure the City can achieve its diversion goals and stay in compliance with SB 1383 over the term of the Agreement.

8.3 Visalia Disposal Site Capacity



The Visalia Disposal Site will be providing disposal capacity for the municipal solid waste that will be hauled directly to the landfill by Peña collection vehicles. The Visalia Disposal Site has a Full Solid Waste Facility Permit (SWIS No. 54-AA-009), issued by the County of Tulare Environmental Health Services Division with concurrence by CalRecycle for 2,000 tons per day of waste disposal. Visalia Disposal Site is located at 33466 Road 80, Visalia, California 93281.The County of Tulare is the owner and operator and as the City's Franchise Hauler for the last few decades, Peña's has already secured the capacity for future tons with the Visalia landfill.

Peña's Disposal Processing Capacity for the City of Dinuba

	Permitted Capacity	Term	Recycling Rate	Notes
Pena's Material Recovery Facility	2,000 TPD	Permit Review every 5 years for the next 20 years	81% commercial line 62% single-stream line due to China Sword	Owned and Operated by Pena Disposal
Kochergen Farms Composting	1,000 TPD	10 years plus one 5-year extensions	99% plus from contamination screen out	Back haul 1,231 tons of compost for SB 1383 procurement
Visalia Disposal Landfill	2,000 TPD	Letter of Commitment with a 2045 Closure date (see letter)	0% recycling Direct haul municipal solid waste	Lucas Feldstein is the Manager
Visalia Disposal Site (Proposed Compost Facility)	1,000 TPY	Operational in 2027	95% recycling rate because of processing commercial food waste	Permitted by 2027 as alternative capacity

9.0 Community Involvement

As a smaller, locally owned business our focus remains on the values important to the City of Dinuba – **a sense of Integrity, Community and Pride in Our Home**. Our family leadership not only has decades of expertise but is also closely involved in daily activities ranging from assisting routes, resolving customer issues, ensuring operations are running smoothly, and is compliant with all State and County requirements.



Dinuba National Night Out



Zero Hero as the Grand Marshall in the LNTC Cinco de Mayo Parade

Peña understands that it will fully indemnify the City against CERCLA liability to the extent that the selected service provider controls the waste stream. Peña further assures that City that all appropriate business or other license, permits and insurance policies will be maintained over the life of the contract and will be at coverage limits reasonably determined by the City.

Peña Disposal and the City of Dinuba have proven our long-term and unwavering commitment "together, a better community" is possible.

9.1 Community Programs

Peña has been a long-standing member of the Dinuba community where our involvement has ranged from charitable donations, involvement in Chamber organizations and participation in local events. We have demonstrated this commitment to the community over our decades of service with a sense of community pride and devotion.

The Peña Family's historic ties to the City of Dinuba, and the direct involvement to community programs is unmatched. Dinuba is home to many of our employees, where our desire to assist the community in its future development is unparalleled.

- Dinuba Woman's Club
- Dinuba Chamber of Commerce
- Alta District Historical Society, support and fundraising activities
- Good Morning Dinuba Monthly Meetings
- Donations for all City events including Raisin Day festival, Cinco de Mayo festival, Independence Day celebration, BBQ Brew Fest, Dog Day Event, Car Show, Truck or Treat, and Christmas parade
- Sponsored several events including Crab Feed for Dinuba High, Business Expo, Helping Other Women, Golf Tournament
- Over $20,000 in sponsorships and donations for community events since 2023
- Open Gate Ministries sponsorship
- Kiwanis and Lions Club
- Educational presentations and tours for Dinuba students



Salvador Peña Scholarship



Art Peña Awarding Scholarships to local Students

Peña will select a Dinuba graduating high school student, who is furthering their education, to be a recipient of the Salvador Peña Scholarship; an honor currently bestowed only to employees graduating children. This scholarship helps pay for expenses related to their future education and has been a source of pride for Peña for many years. Not only do we ensure that our employees are provided with a safe, well-paying jobs, but our desire to support their families extends into how we can assist in the next generation achieving their personal goals.

Golf Tournament

Peña has proudly been the Title sponsor of the Chamber of Dinuba's Earth Day Golf Tournament for the last several years. As a step to further support members of the community, instead of building our own teams, the two foursome tickets to enter the golf tournament were donated to the Dinuba High School Golf Team where four women and four men were selected to participate. The Four men representing Dinuba High placed second in this year's tournament!





Community and Partner Support

"We are excited about the opportunity to support Peña's Disposal in this initiative. Our facility will be prepared to accept residential and commercial organics collected from the City of Dinuba."

- Mike J. Kochergen, President: Kochergen Farms Composting



"Peña's Disposal provides a convenient, no-cost resource for mattress recycling to its residents and small businesses."

Jennifer Duran, Coordinator: Central California Program – Mattress Recycling Council

"Peña's has provided exceptional service to the community for a number of years."

- Valyn Kandarian, Alta District Historical Society Board of Directors

"Peña's Disposal is a well-respected company in our community and so is the Peña family. We can always count on them when needed and to give without hesitation."

- Cassie Reimer, President: Dinuba Woman's Club

"In addition to their outstanding professional capabilities, Peña's team is a joy to work with. They are not just a service provider, but a valuable partner who contributes to the success of those they work with."

- Al Serna, Lead: Campus Life Team



"As the State increased mandates for recycling and to reduce waste they added services at no additional charge while absorbing increasing operating costs for their business and were willing to work with the City of Dinuba to come up with an equitable solution for its businesses and residents."

- Scott Harness, Former Mayor: City of Dinuba

"In an era where reliable and community-focused partnerships are more critical than ever, Peña's Disposal stands out as a shining example. Their ability to grow and adapt as a business while maintaining an unwavering commitment to our community is commendable."

- Heathe Jones, President CEO: Dinuba Chamber of Commerce

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COUNTY OF TULARE
SOLID WASTE DEPARTMENT

BRYCE HOWARD, DIRECTOR 5955 S. Mooney Blvd. Visalia CA 93277

August 8, 2024

Art Pena
Pena's Disposal Inc.
12094 Avenue 408
Cutler, CA 93615

Dear Mr. Pena

RE: Request for Proposal for Integrated Waste Management Services for the City of Dinuba – Letter on Understanding for Disposal Capacity and Compost Capacity

The County of Tulare, as the owner and operator of the Visalia Disposal Site at 33466 Road 80 north of Visalia, can accept municipal solid waste (MSW) from the City of Dinuba and has permitted capacity. This letter is to confirm that the Visalia Disposal Site can accept MSW from the City of Dinuba.

As part of the last Five-Year Permit Review, the remaining fill capacity for the site is 12.5 million cubic yards. Based upon the projected fill rate of 1,200 tons per day, the estimated closure date is January 2045. There is adequate capacity for the next 20 years to receive MSW from the City of Dinuba.

Tulare County is also permitting a 100,000 ton per year Compost Facility at the Visalia Disposal Site to accommodate SB 1383 organic waste tons. The Draft Environmental Impact Report has been issued and permitting is underway. Tulare County should have the Compost Facility fully operational within three to four years. After 2027, the Visalia Disposal Site Compost Facility will have available compost capacity for organics waste from the City of Dinuba. When the time is right and as part of any contract extensions with the City, we are available to negotiate compost capacity with Pena Disposal.

Thank you for your interest in the Visalia Disposal Site and our future compost facility and participating in our SB 1383 programs. Please contact me at (559)624-7190 if you have any questions.

Bryce Howard
Director- Tulare County Solid Waste Department

Kochergen Farms Composting

July 23, 2024

Pena's Disposal
12091 Avenue 408
Cutler, CA 93615

Subject: Letter of Commitment for Organic Material Processing

Dear Mr. Pena,

We are pleased to submit this letter of commitment as part of Pena's Disposal's bid for the City of Dinuba's organic material collection services. Kochergen Farms Composting, Inc. is dedicated to providing responsible solutions for organic waste management, and we are excited about the opportunity to support Pena's Disposal in this initiative.

Our facility will be prepared to accept residential and commercial organics collected from the City of Dinuba. In addition, we are in the process of installing a food waste depackaging system, which is scheduled to be operational by late 2024 or early 2025. This system will enable us to efficiently process commercial food waste, ensuring that we can handle a broad range of organic materials. We recognize the importance of addressing contamination in the waste stream, and we are committed to working closely with Pena's Disposal and the City of Dinuba to implement effective strategies for minimizing contamination.

Kochergen Farms Composting, Inc. agrees to enter into a ten-year agreement with Pena's Disposal commencing on July 1, 2025. This agreement will include a provision for a five-year extension option, allowing us to continue our partnership and support the City's goals for an extended period.

We look forward to the opportunity to work with the Pena's Disposal team to continue to provide organic material processing services. Should you have any questions or require additional information, please do not hesitate to contact us at 559-498-0900.

Sincerely,

Mike J Kochergen
Mike J Kochergen (Jul 23, 2024 17:10 PDT)
Mike J Kochergen, President

559.498.0900
info@kochergenfarmscomposting.com
PO Box 11006 Fresno, CA 93771
www.kochergenfarmscomposting.com

August 2,2024

Elva Patino
Business Manager
City of Dinuba
1088 E. Kamm Ave.
Dinuba, CA 93618

Dear Elva Patino,

The Mattress Recycling Council (MRC) appreciates the support and participation of more than 230 permanent mattress collection sites in its California network. With the participation of sites like Pena's Disposal, located at 12094 Avenue 408, Cutler, CA 93615, MRC has recycled over 11 million mattresses statewide since our 2016 launch. In California, 80 percent of mattresses discarded in the state are now recycled and residents in all 58 counties have convenient access to the program.

Pena's Disposal has participated in our program since February 26, 2016. Over the last eight years:

- 39,853 program units have been received at their public collection site.
- A total of 2,191,915 pounds have been received.
- Awarded funding of $10,000 to build a covered staging area to increase the quantity and quality of discarded units for recycling.

As an MRC program participant, Pena's Disposal provides a convenient, no-cost resource for mattress recycling to its residents and small businesses.

Sincerely,

Jennifer Duran, Central California Program Coordinator
Mattress Recycling Council
(559) 249-5753
jduran@mrc-us.org

501 Wythe Street, Alexandria, VA 22314 | www.MattressRecyclingCouncil.org | 1-855-229-1691

Alta District Historical Society
Post Office Box 254 Dinuba, CA 93618
(559) 591-2144 Fax: (559) 591-2144 altahistorical@yahoo.com

BOARD OF DIRECTORS

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Mary Ellen Woodcock

August 6, 2024

City of Dinuba - Attn. :Public Works
405 E. El Monte Way
Dinuba, CA 93618

To Whom It May Concern:

On behalf of the ALTA DISTRICT HISTORICAL SOCIETY BOARD OF DIRECTORS, I would like to offer our support of Pena's Disposal Service to continue as the contract disposal company for the City. Pena's has provided exceptional service to the community for a number of years. We have recently seen in the news that communities that have switched from Pena's Disposal Service to another disposal service are experiencing a number of problems since changing companies.

Pena's has been a strong advocate and provides both financial and in kind support for our non-profit and many others in our community. They have provided free dumpsters as well as being financial sponsors of our fundraisers. In addition they have continued to pay yearly membership dues to ADHS members which helps us keep our doors open.

In May of 2003, Gabe Pena donated the 1928 Model A Ford that formally belonged to Rose Ann Vuich to ADHS. The Society enters this car in Dinuba's parades each year.

Because of thoughtful people like the Pena's Disposal, ADHS can continue to see that the history of the Alta District is preserved for future generations.

VOTE: Ayes-9 Absent-1 (Duerksen) Abstain-1 (Reynosa)

Sincerely,

Valyn Kandarian
Office Manager

August 1, 2024

To whom it may concern,

I am excited to write this recommendation letter for Peña's Disposal and specifically Maria Peña. Maria has been a long time member of the Dinuba Woman's Club. She consistently, and without question gives of her time and resources. She actively participates in our community events. She has served in many officer roles and is currently a member of our Executive Board of Directors. She has been and continues to be a blessing to our club and we appreciate her continued devotion and support.

Maria does not just give of her time, but Peña's Disposal consistently provides sponsorship and waste disposal service donations for our community events. We can always rely on Peña's Disposal for their support. At our request, their team presents the latest recycling information to our members and informs us of the changes impacting our local businesses. Peña's has participated in educational events for our club and financially supports our events.

Peña's Disposal is a well respected company in our community and so is the Peña family. It is an honor for us to have Maria as a member of our club and a service provider in our community. We can always count on them when needed and to give without hesitation.

Sincerely,

Cassie Reimer
President, Dinuba Woman's Club

CAMPUS LIFE
TULARE-KINGS COUNTIES

Albert Serna
110 N Nichols Ave
Dinuba CA 93618

Letter of Recommendation for Pena's Disposal

August 1,, 2024

To whom it may concern,

I hope this letter finds you well. I am Al Serna - Team Lead at Campus Life. It is with great pleasure that I write to recommend Pena's Disposal for all services they provide. Having worked closely with them for the last 25 years, I have firsthand experience of their dedication, professionalism, and the excellence they bring to their work.

Pena's has been a service provider to us for many years, during which they have consistently demonstrated reliability, customer service excellence, and commitment to our organization. Pena's has notably contributed to many projects over the years, such as donations to our non-profit in difficult times.

In addition to their outstanding professional capabilities, Pena's team is a joy to work with. They are not just a service provider but a valuable partner who contributes to the success of those they work with.

Should you require any further information or wish to discuss this recommendation in more detail, please do not hesitate to contact me directly at (559)859-5364 or via email at al@tkyfc.com.

Al Serna - Campus Life Team Lead

Al Serna

Bejac

CONSTRUCTION
DEMOLITION
FORESTRY
RECYCLING

SALES

RENTALS

SERVICE

PARTS

To whom it may concern,

I am writing this letter of referral on behalf of Pena's Disposal. I have been associated with Pena's Disposal for about forty years on several different levels.

The first level is on a personal note. I have known the Pena family through their involvement in the community of Dinuba. They have been active in different service groups in Dinuba and they've always been more than willing to serve the community in any way that they could. The Pena family is a valuable part of the Dinuba community.

The second level is as a business partner. I started selling recycling equipment to Pena's Disposal about thirty-eight years ago. They have always conducted their business with me in an ethical and professional manner, which isn't always a common occurrence in this industry. Pena's Disposal is always interested in new technology that will make their business more proficient and willing to make that investment.

The third level of my involvement with Pena's Disposal was while I served on the Dinuba City Council. The Penas always conducted their business with the City of Dinuba in a fair and professional manner. Pena's Disposal was always flexible when it came to unexpected increasing operating costs in their business and willing to work with the City of Dinuba to come up with a solution that was equitable for both parties. They handled customer concerns with resolutions that typically ended with good results. Pena's Disposal has always been involved in the community and quick to support events and groups that ask for their support.

In closing I will say that I know that the City of Dinuba may feel that it's their due diligence to review contracts and possibly put services out for an RFP. I know first hand that low bidder isn't always the best value for the end user. If the City decides to put the waste contract out for an RFP I would hope that they would put value on not only the fact that Pena's Disposal is local but also take the above thoughts into consideration.

Mike Smith

Bejac

LIEBHERR Tigercat Link-Belt EXCAVATORS ASTEC SHUTTLEWAGON MOBILE RAILCAR MOVERS Epiroc GENESIS TimberPro

Mike Smith
Waste and Recycling Specialist
800-77-BEJAC
msmith@bejac.com
www.bejac.com

To whom it may concern,

I am writing this letter in support of Pena's Disposal. I have known the Pena's and done business with Pena's Disposal for over 25 years.

My experience with The Pena Family is through their participation in service groups, their dedication to the community of Dinuba, and their support to the betterment of the City of Dinuba. They are a local company that is consistently willing to serve the community of Dinuba and its residents and is always there when called upon. I have known Pena's Disposal and, more importantly, the Pena Family for their commitment to community and service.

While serving on the Dinuba City Council, Pena's Disposal always conducted themselves as professionals and was willing to work with the City of Dinuba that benefitted the residents and businesses. As the State increased mandates for recycling and to reduce waste they added services at no additional charge while absorbing increasing operating costs for their business and were willing to work with the City of Dinuba to come up with an equitable solution for its businesses and residents. They are responsive to the City and customer concerns and work diligently for a favorable resolution. They take pride in their business and this is demonstrated through their involvement in events, service groups, and giving of their support and time when asked.

As the former Mayor, I realize the City of Dinuba must do right by its citizens and going out for an RFP is one way to show the residents you are doing your due diligence. However, the lowest bidder is not always the best choice for the long term. Pena's Disposal, a local company with a solid track record of dedication, flexibility, and who is already embedded in the network of the City is worth more long term and the Councils high consideration for this RFP.

Sincerely,

Scott Harness

DINUBA CHAMBER OF COMMERCE
our business is business

August 8, 2024

To Whom It May Concern,

It is with great enthusiasm that I write this letter on behalf of Peña's Disposal and their extraordinary leader, Art Peña. The Dinuba Chamber of Commerce has been privileged to have Peña's Disposal as a steadfast and invaluable partner throughout the years. Their unwavering commitment to our community and their dedication to excellence makes them an indispensable asset to both our Chamber and the broader Dinuba community. Since being honored as our 2012 Large Business of the Year, Peña's Disposal has consistently demonstrated the qualities that earned them that distinction—integrity, innovation, and a deep commitment to community service. Art Peña, along with his father Gabe, his wife Maria, and his cousin Sherri, have become synonymous with leadership and service in Dinuba. Sherri Peña's role as our Chamber Board Chair is a testament to their family's ongoing dedication to the betterment of our community.

The Peña family's contributions extend far beyond their business operations. Their active participation in local organizations such as the Dinuba Kiwanis Club, Cutler Orosi Lions Club, and the Dinuba Woman's Club exemplifies their holistic approach to community service. Their generous sponsorships and donations of waste disposal and shredding services have been vital to the success of numerous community events, including our beloved Raisin Harvest Festival, Cinco de Mayo Festival, Earth Day Golf Tournament , and our annual Car Show.

Peña's Disposal has been an essential partner in advancing our city's environmental and economic development goals. Their proactive involvement with our local Economic Development Corporation (EDC) and Government Affairs Committee, as well as their collaboration with the City of Dinuba, has played a crucial role in helping our community meet state benchmarks for waste disposal and recycling. Their ongoing efforts to educate our residents and businesses about the evolving standards in waste management have been invaluable in ensuring that Dinuba remains at the forefront of sustainable practices.

In an era where reliable and community-focused partnerships are more critical than ever, Peña's Disposal stands out as a shining example. Their ability to grow and adapt as a business while maintaining an unwavering commitment to our community is commendable. The Peña family has always been ready to step up and serve when called upon, providing support without hesitation or reservation. In fact, they were an important partner that helped mitigate the issues caused by the recent floods, as increased rain events caused substantial damage not just to Dinuba but also to local areas.

As the City Council considers future waste management partnerships, I urge you to reflect on the profound impact that Peña's Disposal has had on our community. Their consistent and selfless contributions have not only supported our events and initiatives but have also strengthened the very fabric of our community. We believe that continuing our partnership with Peña's Disposal is not only in the best interest of the Chamber but of the entire City of Dinuba.

Sincerely,

Heathe Jones

Heathe Jones, President CEO
Dinuba Chamber of Commerce

9.2 Sustainability Programs

Peña has put environmental and community sustainability at the forefront of their operations and has worked consistently to implement policies and programs that support those broader efforts.

Specifically, Peña has:

Been able to verify that our facility and operations are **Net-Zero GHG emissions**, where we are able to offset 18 times the GHG emissions that we collect and process for all our communities.

Used near-zero NOx trucks, reducing local air pollution and protecting the residents of our communities.

Contracted to supply renewable diesel for our collection trucks that will reduce our GHG emissions by an average of over 50%, and our RNG fuel would be carbon negative.

Expand our fuel sources to include RNG derived from local dairy farms.

Utilize local infrastructure, reducing traffic and overall vehicle miles travelled.

Provide an on-going education and outreach program to encourage community members to source reduce, recycle and compost materials.

Implemented an internal environmentally focused procurement program.



Protecting our Environment – Hazardous Waste Non-Collection Procedures

Peña works diligently to train staff and implement the best available technologies that prevent hazardous waste being disposed incorrectly in the solid waste container. Improper handling of hazardous waste can cause fire, injuries and environmental damage. Therefore, Peña has a plan to screen and identify materials before they enter the waste stream.



1. **Step 1: Driver Training** Drivers are instructed to look for overfilled containers and will be implementing container check programs to look for contamination. Peña's drivers are trained to open lids of containers prior to dumping them to identify any contaminants and educate customers about the importance of using containers properly before new regulation required us to do so. This has given us a head start with SB 1383 which has made bin and cart inspection a requirement.

2. **Step 2: Identification of Materials** Should a driver identify hazardous materials the driver will place a non-collection tag and record any comments about the load on the company provided tablet, such as the observed presence of prohibited materials or overflowing carts, which will be uploaded in real-time to our Mobile-Pak software. The driver will also record comments regarding account details, such as required or requested changes in service level.

3. **Step 3: Recording the Event** As needed, the driver will record any comments about the load using Mobile-Pak on the company provided tablet, such as the observed presence of prohibited materials or overflowing carts, which will be uploaded in real-time to our Soft-Pak Software.

4 **Step 4: Recordkeeping** Notes will be available in the customer account for Peña customer service representatives, should a customer place a call regarding notices placed on their containers about prohibited materials or require further outreach to correct the issue.

5 **Step 5: Customer Education** Peña includes education and outreach to our customers on how to properly manage and dispose of HHW, e-waste and other special waste such as container labels and refrigerator magnets.

In addition, load checking programs are in place to observe the materials at the Peña MRF. Each truck load is observed while it is dumped, and should hazardous materials be found they will be removed and disposed of properly. We also conduct random load inspections that go beyond simple observation and are documented per County laws. Peña incorporates information on how customers should handle and dispose of HHW in a safe and responsible manner and will work with the City of Dinuba to ensure these materials are not illegally dumped or misplaced in solid waste containers.

Alternative Fuel Options

Peña actively looks for opportunities to reduce the carbon impact of our fleet, in support of the GHG reduction goals of our communities and to reduce local air pollutants. Implementing technology and consistent maintenance programs assists in these efforts, as does the exploration of several alternative fuels as we move our fleet away from diesel.



Compressed Natural Gas (CNG)

Compressed Natural Gas (CNG) vehicles are a safe and environmentally friendly alternative to diesel that is becoming increasingly common in garbage collection trucks. Peña has several CNG vehicles and is looking to expand their use as the fueling infrastructure develops in the local area.

- Cost-effective and safe fuel source for trucks
- Clean burning engines result in very low levels of air pollution
- New engines emit virtually zero NOx emissions
- Provide a 12% reduction in GHG emissions

Renewable Diesel

Peña is currently using Renewable Diesel as an alternative fuel to traditional diesel. Neste MY Renewable Diesel is an entirely renewable and sustainable drop-in fuel that delivers superior powerful performance, lowers maintenance costs, and reduces air quality impacts. Neste has been chosen for the Global 100 list of the world's most sustainable companies on the Dow Jones Sustainability Index for many years. Neste is the only company in the world capable of deriving renewable fuels flexibly from over 10 different streams including a mix of waste and residues as well as various vegetable oils. Renewable diesel is:



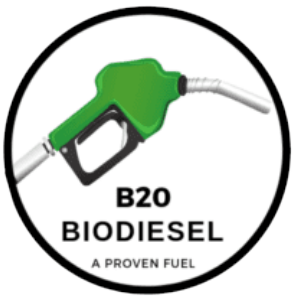
- Made from waste, residue and other renewable raw materials, like used cooking oil, instead of crude oil pumped out of the ground.
- 100% renewable raw materials, Neste MY is made from a mix of over 10 different wastes, residues, and vegetable oils.
- A high-cetane fuel with a low cloud point, conducive to cold start and greater pickup.
- Similar in chemical composition to fossil diesel but emits up to 80% fewer GHG emissions on a lifecycle basis.
- A drop-in replacement, requiring no new fueling infrastructure.
- Comparable in cost to other diesel products in markets with low-carbon fuel standards (the fuel's final price is set by Neste's authorized distributors).

Compliant, meeting all ASTM D975 and state and federal diesel specifications, including those set by CARB; it also presents no risk to engine warranties.



Biodiesel

Peña is currently using 20% biodiesel (B20) as an alternative fuel to traditional diesel. The fuel requires diesel engines to be converted to utilize the blend as assists in reducing the carbon intensity of the fleet. Benefits to using the fuel include.



- Produced from renewable biomass such as wood, crop residue, sawdust and tallow.
- Reduces the dependence on fossil fuels.
- Is *not* chemically identical to diesel fuel and meets its own ASTM standard.
- Manufactured in the United States to help support agriculture jobs.
- Provides up to an 18% reduction in GHG emissions as compared to diesel.
- Easy to source within California.

10.0 Customer Service Plan



Service Spotlight: At Peña you're not just another number. Our size has allowed us to provide a greater focus on the communities we serve without adding unnecessary overhead that creates a cost burden to our customers. Our commitment to hire locally, deliver quality service, and maintain reasonable pricing has helped us maintain contracts in Tulare and Fresno Counties longer than any other firm in the region. Our customer service representative to customer ratio is one of the best in the industry, meaning issues are guaranteed to be resolved quicker.

Peña has an exemplary reputation for providing excellent customer service delivered through a combination of leadership, training, safety programs, technology enhancements and cooperation with the City. Peña and the City have a history of collaboration to provide greater programs and diversion opportunities for customers in the City where customer service is the backbone of these programs. Customers will continue to be greeted with friendly and informed employees that will assist them with their needs. Additionally, these customer service interactions will be viewed as opportunities to educate individuals on diversion programs. Peña will provide an operation that seamlessly integrates the data capture of these interactions so that both the City and Peña are a unified face to the customers. Customers will be pleased that they can come in person and visit the office location at the Dinuba Recycling Center, or our existing service center, located a close 6.8 miles away.

10.1 Customer Service Overview

Peña has demonstrated our commitment to engaging with the community, in a collaborative manner with the City, to drive greater levels of diversion for the City of Dinuba. It is a core business goal to continue to provide through this collection contract. To support customers, and assist the City with SB 1383 compliance, we will continue to offer Technical Assistance and education to customers so they can stay informed about SB 1383, AB 1826, AB 341, and AB 901. Our customer service staff will assist in supporting the City in its desire to drive Zero-Waste programs,

promote environmentally focused service opportunities, coordination with the City, tracking and reporting in the customer service software.



Peña will continue the tradition of forging strong community bonds and provide hands-on educational efforts to help customers understand and correctly participate in our programs, and maintaining partnerships with schools, community, and non-profit organizations to ensure that these groups and those whom they benefit continue to thrive. In addition to providing basic information and instructions about our services, we believe public outreach should go a step further and comprehensively promote the kinds of environmental practices that will be thoughtful to how materials are managed, increase diversion, encourage reuse and innovation, and benefit the community for years to come.

Peña supports the City's goal in placing great importance on effective public outreach and education in helping residents and businesses fully understand options for, and benefits of, source reduction, reuse, recycling, and composting.

Customer Service Focus Areas



Clear Communication



Listening Skills



Positive Attitude



Conflict Resolution



Self-Control



Empathy



Sense of Humor

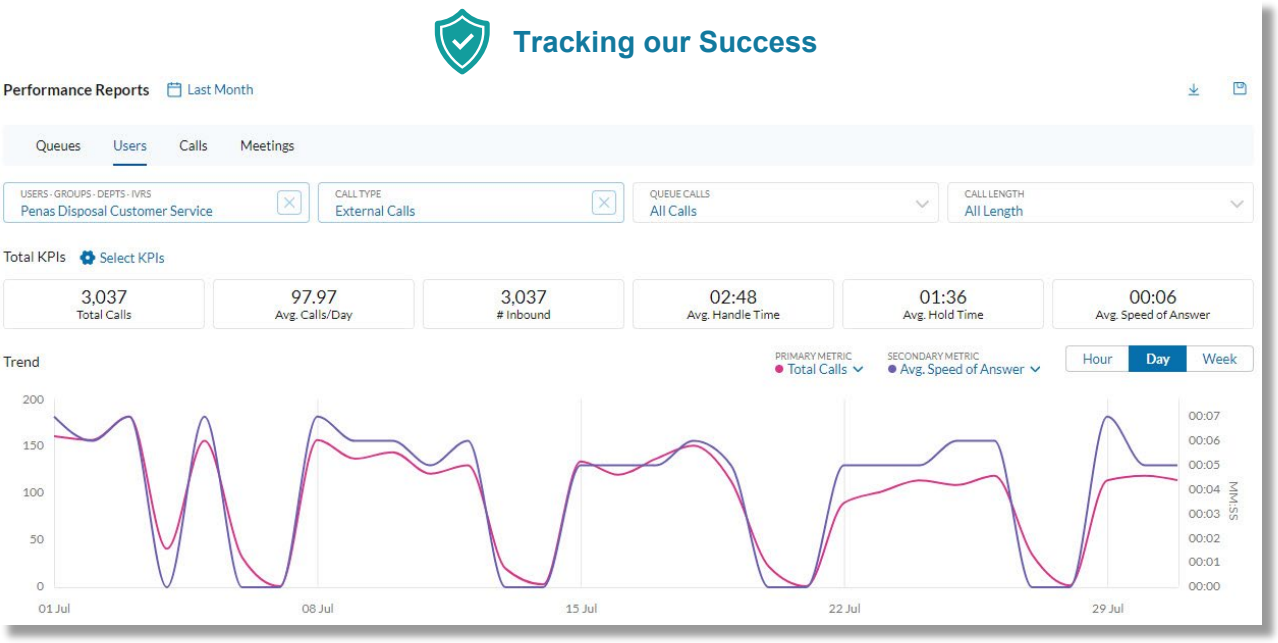
10.2 Customer Service Performance Tracking

Peña has had no formal claims through any of our four contracts over the last 12 months and retains an A+ rating with the Better Business Bureau. We resolve customer service issues daily through research, placing monitors, education, and follow-up services. In the City of Dinuba, **Peña only had 22 complaints from July 2023 – July 2024**, all of which were resolved in a timely manner, across the City.

The leadership and daily management of the company continually looks for ways to improve the customer experience, efficiencies, and services to the community. To ensure we are meeting customer needs quickly and consistently, we monitor several performance indicators to ensure customer experience and satisfaction. We constantly look for ways to improve customer service, measure success that is meaningful to our customers, and engage our employees. This includes measuring and coaching staff on key performance metrics to ensure we are available to service our customers when they have a need or problem to resolve.

Average Speed to Answer (ASA): On average, we answer our customer calls in less than 6 seconds.

Call Abandon Rate (ABA): less than 12% of callers disconnect before their call is answered.



Average Call Handle Time (AHT): On average, we have addressed our customers' needs in less than 5 minutes. Our goal is to resolve every issue at the first point of contact and dedicate as much time as necessary to guarantee customer satisfaction.

Average Hold Time: We strive to make sure no customer call is placed on hold for over 2 minutes.

In our interest to be transparent and accountable, Peña will provide monthly customer service reporting that includes the number of missed carts and bins as well as a customer complaint log and an evaluation of the previous months' service that identifies possibilities for improvement. These reports should be discussed during monthly meetings with city staff and a plan for improvement developed, if needed.



11.0 Competitive Rates for Service

In addition to meeting 100% of the collection needs of the City, we have added programs to our base rate that the customers will find convenient to manage hard-to-handle waste in a safe and easy way. It is our hope that over the term of the agreement, resulting from our significant investment in reporting technology and transparency, the City will find efficiency in the administration of this contract which they may wish to pass along to the rate payers.

Our goal is to motivate customers to the importance of waste diversion through the highest level of services we can provide

Franchise Fee: Peña is prepared to pay the requested 10% franchise fee for this current rate and all future rates.

SB 1383 Compliance Assistance Fee: Annually, $150,000 and adjusted by CPI. Peña would be happy to discuss SB 1383 procurement solutions with the City through our compost facility solution, that can ensure cost-efficiencies for the City. This could include compost giveaway programs at the Dinuba Recycling Center, in addition to paying for Direct Service Providers that utilize compost from Kochergen Compost Facility.

Business License: Peña has an active business license for the City of Dinuba.

Street Sweeping & Alley Clean-up: Monthly, $4.50 per residential customer and $5.00 per commercial customer

City Billing & Administration: Monthly, $4.50 per residential customer and $4.50 per commercial customer.

Importantly, Peña will work transparently with the City to ensure that costs are transparent over the term of the Agreement.

11.1 Compensation Options

Peña looks forward to discussing compensation options in the Agreement that could keep costs stable for the City. These could include the following:

- ✓ Annual CPI cap, with a roll-over provision year by year.
- ✓ No CPI adjustments in the first two years of the term.
- ✓ Pass through disposal and composting tip fees.

12.0 Operations and Implementation Plan





Peña understands composting and organic waste recycling has been around for decades and we have always decided to use a third-party composter, Kochergen Farms, for organic waste processing. Purchasing and operating your own organic waste processing facility will only increase the cost to the customer and add additional bottlenecks in the long term, to an otherwise seamless operation.

By being a permitted organic waste transfer station, using third-party compost operators who are experts and recognized statewide in the composting industry, Peña can offer 100% guarantee that the City will have capacity for current and future organic waste tonnage for the length of the contract and that pricing will not be affected by internal operating factors. We have secured a long-term contract with no restrictions from the State, and no requirements for grant funding to support the organics operations.

Furthermore, being only 5.5 from Dinuba city center, Peña offers the shortest travel time and least emissions for all materials generated within the city; from the generators doorstep to the end processing facility.

The purpose of SB 1383 is to limit short lived climate pollutants, and Peña is the most efficient solution.

12.1 Transition Plan

Peña has been providing refuse and recycling services to Dinuba for over 4 decades. During this time, Peña has been adjusting service requirements to coincide with any local or State laws and regulations. Because Peña is already providing the service, residents and businesses will benefit from minimum disruption to their service. Transition elements typical to a change in a hauler would not be the case with Peña and City due to their ongoing relationship.

Peña will ensure that all vehicles are in compliance with the requirements of the Agreement and the stringent CARB regulations. On day one of the new Agreement, all of our vehicles will be less than 12 years old, fully equipped with GPS systems and the Samsara safety system described in Section 4.1. It is expected that up to two new vehicles will be purchased and used for the new Agreement term. Peña utilizes CNG vehicles and will work with the City to determine if that CNG can qualify for SB 1383 procurement requirements. In addition, Peña has ensured that all containers are SB 1383 compliant in Dinuba. However, older containers will be swapped for new containers over the term.

Outreach Plan

Although Peña is the incumbent, the announcement of a new Agreement is an opportunity to remind customers of the importance of recycling and composting. Peña will increase the frequency of education and ensure that customers understand the requirements of SB 1383, and that lid flips are being conducted to evaluate potential contamination in containers. Peña will develop detailed plans for commercial and residential customers in conjunction with the City to ensure that we can use this opportunity to advance recycling programs across the City.


CITY OF DINUBA DISPOSAL PROGRAM

DO NOT CROSS CONTAMINATE

12.2 Residential Collection Services

As the city's current service provider, Peña provides all 5,698 Dinuba residential accounts with a 3-cart system that is color compliant with SB 1383. Residential properties, including multi-family dwellings with four or less units will continue to use their 96 gallon, 3-cart system which includes a blue cart for dry recyclables, including paper products, plastic, and tin cans; a green cart for organic waste and a black cart for solid waste. All containers will be clearly labeled per SB 1383 requirements and any damaged or cosmetically flawed carts will be replaced before the start of the contract.

Materials collected in the blue cart will be transferred to Peña's Material Recovery Facility, which is located only 5.5 miles from the City center. They will then be processed and sold to end markets. Organic materials will also be transferred to Peña's MRF before being delivered to Kochergen Farms Composting where they will be processed into compost. All solid waste will be transferred to the Tulare County Landfill in Visalia. To reduce early morning noise pollution, residential services will begin no earlier than 7:00 a.m., Monday through Friday unless there is a one-day delay for Holidays.



Annual Dump on Us!

In coordination with City staff, Peña will provide two annual community clean up events for all City residents on a designated date at a City approved location. Prior to the event residents will be notified of the upcoming event. A list and description of acceptable materials will be made available as well as contact information, location, date and time of the event. Materials accepted at cleanup events will include: large bulky items, appliances, organic waste, electronic waste, mattresses, tires, metals, large rigid plastics and batteries.



Peña's will also partner with the Tulare County Environmental Health Department to provide Household Hazardous Waste and Sharps/Needles waste collection on the same date as the cleanup. To assist the City with their SB 1383 procurement efforts, Peña's will provide staff and equipment for the distribution of compost. As an added perk to the City, confidential document destruction provided by Countywide Shredding will be available to all residents at no added cost.

Special Handling – Supporting Those in Need

Peña will provide the assistance of bringing out and returning carts for the City's current severely disabled residents. Should the need arise in the future for additional residents to be provided this special servicing Peña will support the City's recommendation for including them in this program for free.



Senior discount

Peña cares about our community and its most vulnerable residents as demonstrated by the service we have been providing to Dinuba for over 40 years. As a way to help protect those that might be on a fixed income, Peña's Disposal would like to offer a Senior Discount rate of 10% for qualified residents

65 years and older with cart service. The Senior Discount will require proof of age, proof that no one younger than 65 lives in the household, and/or the customer enrolling is listed as head of household. The discount will apply to the base rate for waste disposal, recycling, and green yard /organic food waste.

12.3 Commercial Collection Services

Peña assisted the City in creating one of the State's first recycling ordinances in response to Assembly Bills AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organics Recycling). As a result, City achieved 100% compliance with both mandates. This was later followed up by adding SB 1383 provisions in the ordinance. If awarded, there will be a seamless transition to the new Agreement as all bins and carts are already color compliant with SB 1383. Signage and labeling requirements will also be met by the first day of the contract and any damaged or cosmetically flawed bins will be replaced or repaired.

All commercial customers that are required to recycle will be receiving a 96-gallon blue cart at no charge.



All commercial accounts will be revisited by our Outreach and Education staff, and exemptions will be reviewed to ensure compliance with AB 341, AB 1826 and SB 1383. Peña will provide educational materials to all commercial accounts quarterly, or more frequently if required to

educate customers on appropriate sorting programs. Per city requests, Peña's will also provide two steam cleaning services for all commercial customers required to subscribe to organic waste services. Given the traffic density in the downtown area and schools, Peña's proposes to start service for commercial accounts at 6:00 a.m. as an exception to the RFP due to the safety of the public.

The following will be available to all commercial customers:

- Free Steam cleaning for all containers used for food waste 2x per year.
- Free on-site waste evaluations and suggestions for improvements in recycling programs.
- Temporary bins for construction and demolition projects.
- Compactor and baler services for large generators.

12.4 School Collection Programs

Peña's has been working closely with Dinuba Unified School District to ensure compliance with AB 341 and SB 1383. Although the requirements for schools are different from the City requirements, we will continue our work with Dinuba schools to make sure they are in compliance with all state mandated recycling programs.

12.4 Industrial Sector Collection Program



Industrial generators have the opportunity to use 20-, 30-, and 40-yard roll-offs or compactors for solid waste, recyclables, organics, and construction and demolition materials. A smaller 12-yard roll-off is offered for concrete or asphalt recycling and a larger 50-yard roll-off is also available for recyclables only. Roll-off services will be available on an on-call basis or as a scheduled service if requested by the customer. All materials, with the exception of solid waste, will be delivered to Peña MRF where they will be processed in order to achieve the highest diversion possible. Peña has successfully helped many industrial customers achieve the mandated 65% CalGreen diversion requirement. Mixed loads will be processed and separated

by material. When requested by the customer, diversion rates by material will be documented to assist with LEED projects.

12.5 Organic Waste Recycling Services



At Peña we have done our due diligence to make sure that we are fully permitted and operationally ready to meet the challenges of SB 1383 and the required additional organic tonnage that must be collected and diverted from landfill. We currently have a long-term contract with Kochergen Farms Composting, Inc. to process our green waste and organic food waste in compliance with SB 1383. Kochergen Farms is state certified and permitted to process both green green waste and organic food waste. Kochergen will pick up the mixed material from our Facility for transport to their facility for processing. We are also fully permitted to accept, transport, and process green waste and organic food waste and any required increases in capacity. For more information about the Facilities that will be used to service this Agreement please see Section 8.0.

12.6 Promoting Edible Food Recovery

In an effort to reduce food waste sent to the landfill Peña would like to work alongside the City to promote food recovery, which is required for SB 1383 compliance and also provides meaningful benefits to local residents. Peña has many current programs that assist organizations collect and deliver food to those in need. For example, Peña provides support to Open Gate Ministries in Dinuba and has helped to create fundraising opportunities for their organization.

Open Gate Ministries

Open Gate Ministries is an interdenominational Christian organization ministering to the physical and spiritual needs of persons according to the life and teachings of Jesus Christ through the provision of shelter, sustenance, and companionship. They distribute food daily (M-F) in Dinuba at their shelter location, 511 N. K Street at 3 PM. They also distribute food once a month in Orosi (3rd Tuesday, 41645 Road 128) and Cutler (4th Tuesday, 12588 Avenue 407), both at 9 AM,

while supplies last. Over 430,000 pounds of food are distributed annually. In 2020, they served more than 5,450 families, over 21,100 people, and over 430,450 pounds of food.

Peña understands that the City is required to develop infrastructure for edible food recovery if there are gaps identified in the current network of organizations. Peña is willing to assist the City in these efforts and can include edible food recovery information in our outreach efforts to the Tier 1 and Tier 2 SB 1383 compliant generators.



Additionally, Peña and the City can look to develop infrastructure through programs such as:

- Broader fundraising opportunities in the community.
- Expanding partnership of stakeholders interested in developing edible food.
- Helping to communicate this need through various Chambers and Civic organizations.
- Assisting with grants from the State and other organizations for their recovery agencies.
- Encouraging volunteer opportunities among our staff and through our Chamber and Civic organizations.



Peña has identified several agencies in our region that could be involved in recovery and distribution of edible food in and around Dinuba. Collaborative regional networks offer many opportunities for efficiencies, collaboration and partnership.

12.7 City Collection Programs

Peña will continue to provide complimentary waste services for City buildings. This will include the necessary sizes and containers to support weekly solid waste, recyclables, and organic waste recycling. In addition to waste disposal containers, Peña will provide City buildings with a battery recycling container for City and public battery disposal to support proper recycling of batteries. Electronic waste will also be picked up upon request from City locations.

Locations include:

1. City Hall – 405 E. El Monte Way
2. Wastewater Plant – 6675 Avenue 412
3. Fire Department – 496 E. Tulare
4. SportsPlex – 201 N. Uruapan Drive
5. Transit Center – 180 W. Merced Street
6. Senior Center – 437 N. Eaton Avenue
7. Police Department – 680 S. Alta Avenue
8. Fire Department – 420 E. Tulare Street
9. Community Center – 1390 E. Elizabeth Way
10. Public Works #1 – 110 S. College Avenue
11. Public Works #2 – 1088 E. Kamm Avenue



Peña will provide free service to existing downtown and community containers. Peña will add and replace containers at the City's request.

Peña will support all Community events by donating our waste disposal services at no charge. This will include the delivery, setup, and removal of the appropriate solid waste, recycling, and organic food waste containers, based on event. Containers will be made available prior to the event and removed at the conclusion. If necessary, we will arrange for a dump during the event.

Upon request, and based on availability, Peña will provide a booth with staff to distribute information and answer questions regarding the transition of waste hauler, State mandates, and recycling programs.

We understand the current Community events to be as follows:

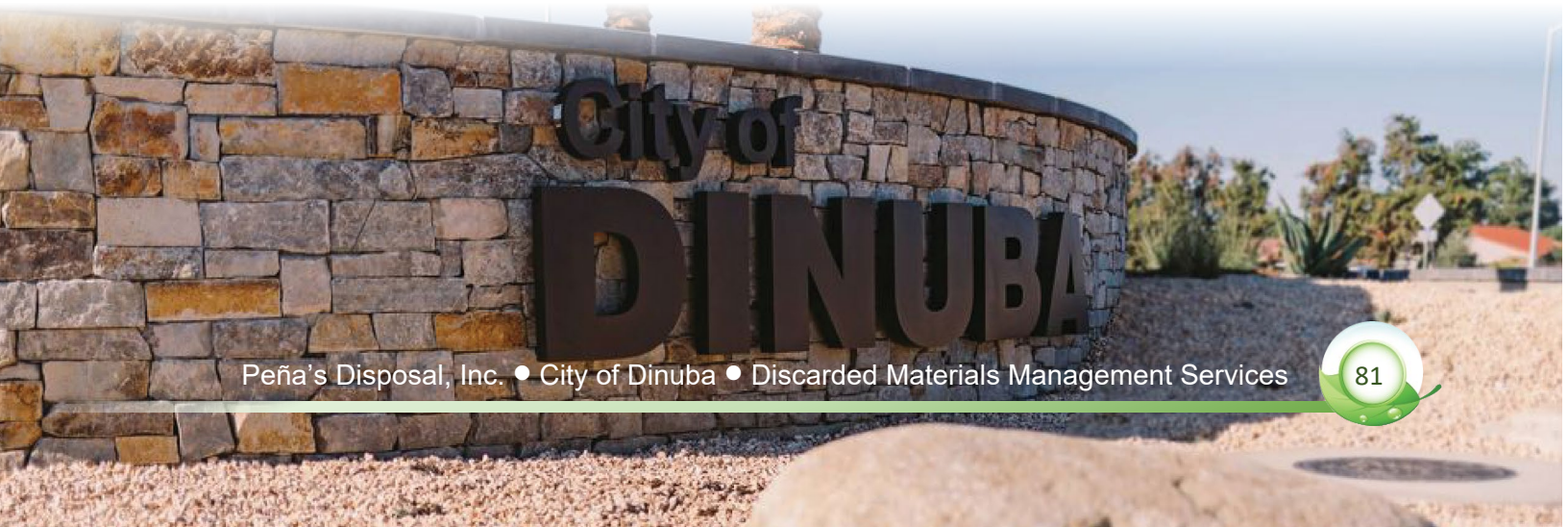
1. Cinco de Mayo
2. Raisin Day
3. Independence Day
4. TBD at City's discretion



My experience with The Pena Family is through their participation in service groups, their dedication to the community of Dinuba, and their support to the betterment of the City of Dinuba. They are a local company that is consistently willing to serve the community of Dinuba and its residents and is always there when called upon.

I have known Pena's Disposal and, more importantly, the Pena Family for their commitment to community and service.

- Scott Harness, Former Mayor: City of Dinuba



12.8 Construction and Demolition (C&D) Debris Recycling

Construction and Demolition generators have the opportunity to use 3-yard bin or 20-, 30-, and 40-yard roll-offs for construction and demolition materials. A smaller 12-yard roll-off is offered for concrete or asphalt recycling and a larger 50-yard roll-off will also be available for recyclables only. To ensure the 65% diversion rate required for CalGreen compliance, Peña has software to easily track and report materials collected by customer, date, material type, and tons. Mixed loads will be processed and separated by material. When requested by the customer, diversion rates by material will be documented to assist with LEED projects. As a measure to try to give the City the most diversion credits possible, City should require customers who are using a third parties to report tonnages and diversion rate either to the City or directly to Peña.



12.9 Bulky Item Collection and Disposal Options

Two Community Clean-up days per year at a City designated location in the spring and fall will be provided by Peña. The Clean-ups will provide the collection of:



- Green waste mixed with organic food waste
- Tires
- White goods (appliances)
- Mattresses
- Bulky Items



During the Community Clean-ups, City residents will bring disposal items to the City provided location between the hours of 7 a.m. and 3 p.m., where upon arrival City personnel will validate customer ID and utility bill. Clean-up disposal will be source-separated by material type to support our recycling efforts and residents will not be limited to how much materials can be dropped off at the event. Customers will be directed to the appropriate location and required to unload their material. Materials will be evaluated for their potential ability to be diverted, including 1) Reuse opportunities, 2) Disassembly and repair opportunities, 3) Recycling, and then finally 4) Disposal.

Peña will support the City's current clean-up policy with potential of enhanced modifications that benefit the customer. Two enhancements would be to also offer residents shredding services as part of the clean-up where they can bring an equivalent of five standard bankers' boxes for onsite shredding. Additionally, we will provide ½ cubic yards of free compost to every resident on a first come first serve basis.



On-call Curbside Bulky Item Pick up for the Elderly: Peña's understands that some of the most vulnerable citizens may not be able to take advantage of the drop off events. Therefore, we will offer curbside pickups 2 times a year to our Senior citizens upon request. Senior citizens can make a request by contacting our office and scheduling a pickup with one of our Customer Service Reps. Items scheduled for pick up should not exceed two cubic yards. Curbside bulky item pickup will also be available to other residents for a fee.

Drop off Voucher: Residents and multi-family dwellings may request one Drop-Off voucher per calendar year. Requests can be made by calling our office where we will mail out the drop-off voucher or the customer can pick it up at our office. Drop-off vouchers are limited to one bulky item per voucher.

Alley Clean-Ups: Peña will work with the City in support of any requests for abandoned items in public areas. We currently support on-call pick-ups in other jurisdictions as needed. In Dinuba we will conduct quarterly sweeps of the City to remove items that are abandoned in the public right of way. Should the City request additional collection of abandoned items, we will respond within 24 hours to requests for removal.

12.10 Household Hazardous Wastes (HHW)



The Recycling Center in Cutler, is 6.8 miles from the City of Dinuba has an ABOP facility, that allows for the free drop-off of Antifreeze, Batteries, Oil and Paint, as well as other HHW materials, where customers can also drop off tires, E-waste and mattresses. Educational materials provided to residents and commercial customers will feature information on where materials can be dropped off and safely disposed, no less than once per year.

12.11 Disaster Preparedness

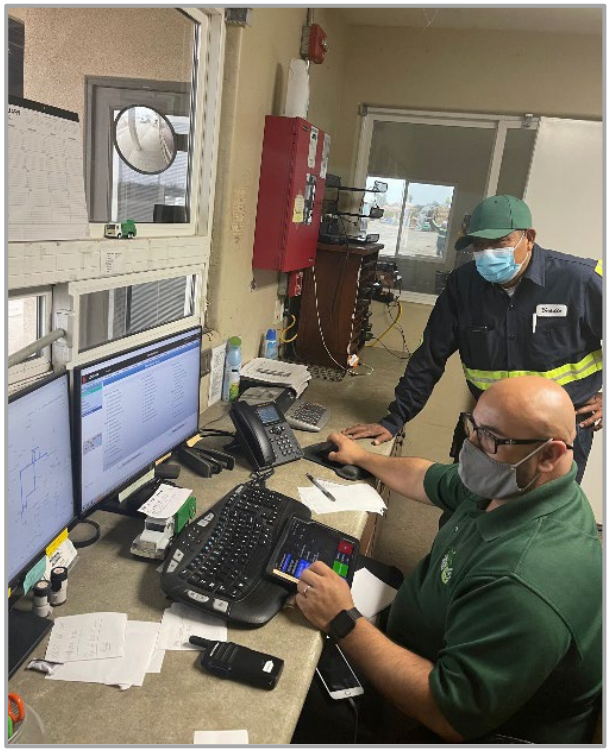


Peña is willing and prepared to assist in emergency situations and provide support for the City. Peña employees (management, truck drivers, mechanics, equipment operators, etc.) can be made available and equipped with hauling and material moving equipment to assist the City within 24 hours of notification. Peña staff and equipment are in various locations and will be available whenever necessary to assist and provide special services in the event of floods, wildfires, earthquakes, other "acts of nature", war, civil insurrection, riots, acts of any government, other similar catastrophic events, and/or labor unrest.

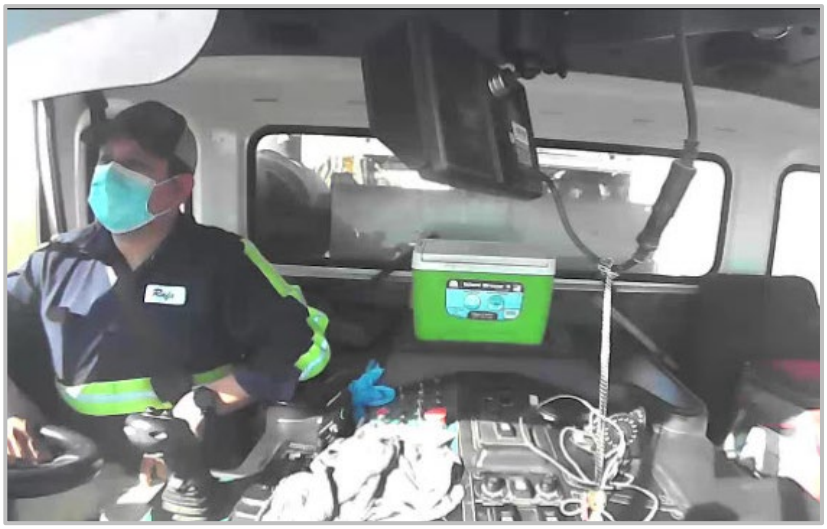
Peña is prepared to provide a detailed Emergency Services Plan specific to the City prior to commencement of a new agreement.

Given the COVID-19 pandemic and the ever-increasing risks of climate-related catastrophes, Peña assures the City that it will also continue to provide its essential public services during disasters. California grants essential worker status to those who "support the removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill and recycling operations."

Peña's understands that as an essential service, the company must be prepared to adapt to complications that may arise and will perform its duties as permitted by government and health agencies.



"LEVEL 1"



While working with the City, Peña is prepared to take the following actions to continue service given potentially limited manpower or resources due to a pandemic or other disaster.

- Peña could expand the end-time of collection operations, as needed, to accommodate additional waste traffic while preserving the limited collection operations in the morning.
- Peña could suspend its bin maintenance route, except for bin repairs as needed, to slow the amount of traffic and exposure the public.
- Peña could reduce cart/bin tagging for overloading bins, as our company understands that a disaster shock is not something every household has prepared for and may not be acclimated to the increase in home generated waste.
- Peña will remain steadfast in its commitment to reduce contamination and improve the City's diversion program, including the implementation of SB 1383. As such, it will continue tagging carts and bins for excessive contamination, but not excessive overloading.

Peña is also ready to adapt to worsening scenarios as needed. Peña will act in close cooperation with the City before deciding on escalating response scenarios. In the event of such a scenario and with the approval of the Solid Waste Program Manager, Peña will enact the following protocol:

"LEVEL 2"

- Peña will cancel bin maintenance routes altogether, with the exception emergency bin repairs. An employee will be dispatched directly for such emergencies.
- Bulky Goods/On-Call collection route will be cancelled.
- C&D roll-off bins will be monitored and put on hold as needed to comply.

Upon City approval, Peña could further enact level 3 protocols to further reduce exposure, and account for possible staffing and infrastructure shortfalls. During such reductions, Peña will prioritize the collection of putrescible wastes, as those are the most likely to pose an immediate threat to public health.

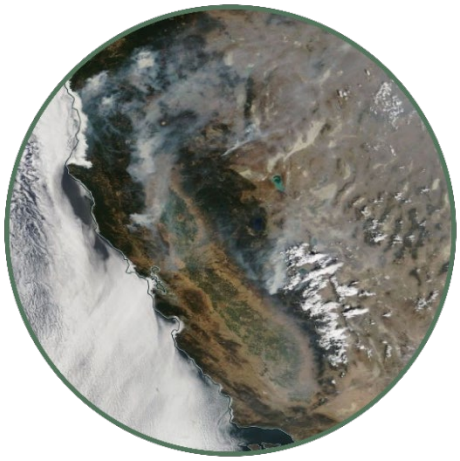
"LEVEL 3"

- Continue providing commercial and residential weekly waste collection at required service levels.
- Reduce recycling and green waste collection services to either:
  - Bi-weekly service;
  - Whenever possible given available labor and resources; or,
  - Upon an agreed to schedule between Peña and the City.



Peña will work directly with the City, its employees, and its customers when implementing and adapting these plans as the situation evolves.

Wildfire



Dinuba's geographic location allows it to enjoy a lower risk of wildfire damage than many other parts of the state of California. However, due to the increasing length, severity, and frequency of wildfires within the state, Peña understands that it will need to have plans in anticipation of the consequences of a major regional wildfire. Although Dinuba may not be directly impacted, such events can disrupt nearby populations and regional waste infrastructure in such a way to require Peña to adapt its operations.

In 2020, California was nearly entirely engulfed in wildfire smoke, posing both acute and chronic health risks. Peña values the health of its workers and will not assign its workers to posts that will subject them to hazardous air. During wildfire events that produce very unhealthy air quality, outdoor workers at Peña's Material Recovery Facility will be provided protective masks, and if

possible, reassigned to work indoors. During events with hazardous air quality, Peña is prepared to halt outdoor operations entirely, excepting only essential tasks. Should fire reach Peña's facility itself, staff and facility users will be evacuated in accordance with the emergency action plan that is kept on-site and instructed to employees during mandatory trainings.

Disposal Flexibility

In California, wildfire debris can overwhelm local facilities and require transport to distant disposal facilities. As such, in the event of a major wildfire Peña may find that its regular disposal sites are impacted. Impacts could include staffing shortages, long wait times, disposal limits, and inaccessible biomass facilities for managing wood waste.

In the event that the local landfills are impaired to such an extent that Peña's regular disposal is affected, Peña is prepared to adapt. Peña maintains relationships and communication with multiple disposal and waste recovery facilities both inside and outside of the Central Valley Area. In the event of any disaster that affects the facilities, Peña will make arrangements at alternative facilities. These facilities will be contacted daily to ensure capacity for the regular wastes of Dinuba as well as any disaster debris Peña handles.

Disaster debris from major incidents may increase the amount of time Peña's drivers spend in traffic and at the facility in order to transfer and dispose of waste. Peña is prepared to, in collaboration with the City, extend driver and collection hours to ensure all wastes are removed in an efficient and timely manner for the duration of the delays. Should Dinuba be directly impacted by a disaster, Peña acknowledges its role as an essential service provider. Peña will offer the following services to affected communities in order to contribute assistance where possible:

- Additional bulky waste pick-ups free of charge for the duration of the emergency
- Suspension of cart-tagging for cart overloading
- Timely replacement of carts and bins damaged or destroyed by the disaster
- Recordkeeping of tons collecting during the emergency

13.0 Technology

Peña prides itself in being ***small but mighty,*** where we have made significant investments into our operations and customer service technology that has resulted in tangible customer satisfaction, operational efficiency, increased safety and employee support. These technologies allow our operations to run seamlessly and will be a significant asset in meeting the requirements of the upcoming State regulatory requirements.

13.1 Soft-Pak



Peña uses Soft-Pak, with the Mobile-Pak app technology for enhanced customer service capabilities, streamlined operations notifications, tonnage tracking, and more, all which will ensure the City has full confidence in our operations and programs. Soft-Pak has several applications that provide a significant enhancement to our operations and allow our team to manage and modify routes.

The software is used daily by our drivers, dispatch and customer service team to ensure that each route is well maintained and adjusted to reflect new developments and changes in service levels, customer counts and traffic patterns. With Soft-Pak, all customer service, routing and operational information is integrated and available for all users in a controlled and easy to access system, whether in the office or in the field.

The team's collective goals are straightforward:

- ✓ **Improve the Customer Experience**
- ✓ **Streamline Communication**
- ✓ **Support Operations**
- ✓ **Increase Efficiency**

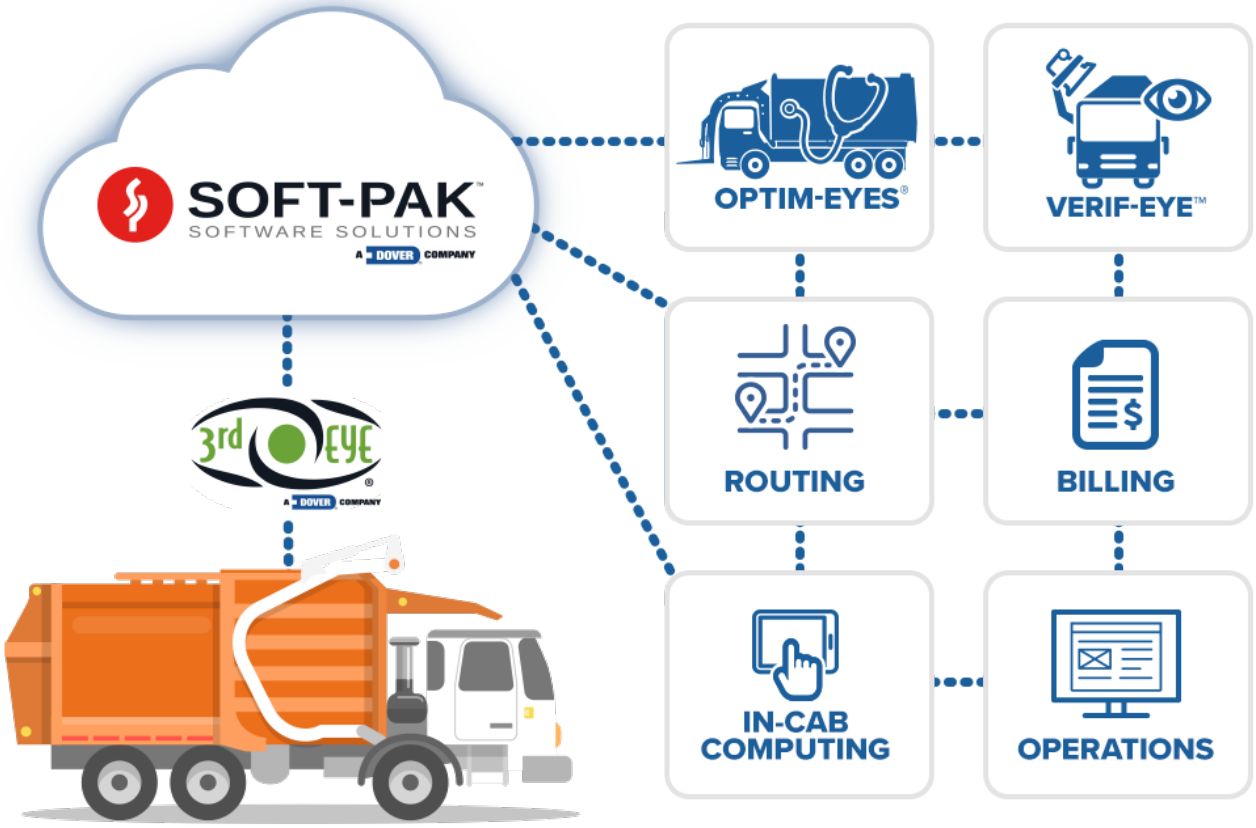
Soft-Pak.com

Additional information on the Soft-Pak suite of software solutions is available at their website.

The following list identifies its key capabilities for accurate information management.

- Create, edit, remove customers or customer information;
- Add, remove, or edit services;
- Billing and payment services;
- Logs customers notes and distinguishes between type of note (complaint, solution etc.);
- User friendly on demand reporting;
- Offers online bill pay;
- Create, edit, dispatch work orders; and,
- Create and edit routes.

Soft-Pak provides a modular system for information management. The central application is **iPak.** It coordinates the flow of information for the Mobile-Pak and Map-Pak modules for various operational tasks. At our facility **Scale Pak** can track inbound and outbound weights, and store vehicle information, ensuring that we know exactly the tons collected by route.



Map-Pak displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. It is updated in real time so route managers, drivers, dispatchers, and customer service representatives can resolve any questions or concerns our customers or municipal partners may have.



The modular system is web-based. So, when iPak changes – where customer service and billing data is stored – updates to Mobile-Pak and Map-Pak are immediate to capture new customers and service changes.

Primary Customer Benefits of Integrated Route Management

Operational Efficiency: Designing and utilizing the most efficient routes means lower cost for customers, less wear and tear on city streets and the ability to avoid heavy traffic patterns.

Safety Improvements: Routes are planned in line with company safety policies and protocols. To the greatest extent possible, routes are set to accommodate traffic patterns and flow and avoid high-pedestrian traffic hours at locations such as schools and parks.

Environmental Savings: Operational efficiencies gained through our routing process have immediate, positive effects on the local environment. Fewer miles driven means reduced greenhouse gas emissions.

Technology Leads to Better Customer Service

Our Customer Service Center connects directly with the customer and the drivers and route managers. It is done seamlessly using technology that communicates with the truck's computer and driver and allow the dispatcher to see where our trucks are located and how well they are progressing on their route.



A phone call to the Customer Service Center generates an electronic ticket automatically sent to the dispatcher.

Regarding Mobile-Pak Tablets:

"Initially I felt like it was one more thing we were responsible for. After I realized it was not difficult to learn and use, I felt good because in the end it made reporting and communicating easier and faster. What I like most about the tablet is being able to communicate instantly with the office. If for any reason we aren't able to service a customer, we can send a note and upload a picture with a date and time stamp so customer service is ready when the customer calls."

Juan Mariscal – Residential route driver, with Pena's for over 20 years



The dispatcher reads the ticket, researches the situation using data from the driver tablet, and determines who can best handle the issue. The dispatcher talks with the driver and can assign the electronic ticket onto the driver's tablet; mobile technology gives the dispatcher quick direct access to each driver.

We have a team of dedicated operation specialists that work side-by-side, keeping watchful eye on residential, commercial and roll-off services and routes daily. They are able to assist their colleagues in the Dispatch Center to troubleshoot issues as they arise. Every dispatcher or operation specialist can access the same information providing continuous seamless coverage if someone is on a break, or during an all-hands situation like an emergency or weather event.

The increase in effectiveness afforded by our technology investments empowers our employees to deliver exceptional customer service by the most efficient and effective means possible.

Key functionalities include the ability to:

- ✓ Instantly view driver location and route progress
- ✓ Assign electronic tickets
- ✓ Instantly share and access on-route photographs (i.e., photos of blocked containers, etc.)
- ✓ Reallocate portions of routes or a single collection from driver to driver

The combination of onboard technology investments and computerized dispatch enables Peña to increase the effectiveness of our everyday operations and maximize our ability to quickly respond to customer needs.

Managing Route Progress



Consistency equals customer satisfaction. Using Map-Pak technology, route managers and dispatchers can track every stop on the route virtually. By following the same route order every service day, we create consistency in service and increased customer satisfaction. Mobile-Pak displays how closely the driver followed the route, where there were service delays, and where the driver had to deviate from the route. Coaching consistency is important, and our general goal is to run the route at least 90% as designed.

The graphics show the tracking for an actual route. A route order is typically denoted by red symbols (representing each account on the route). The order in which stops are serviced is denoted by blue symbols (based on when the driver “statuses” the stop, meaning completed the pick-up).

The driver updates the status of each container as it is collected. That route information is shared instantly with the customer service center, so when a customer calls, our CSRs know what has happened on the ground. This helps the route manager track down disputed calls and helps the driver eliminate missed pick-ups.

Commercial settings can be challenging to service. Often times, business addresses and container locations do not align. Using the in-truck tablet, we can include the container’s GPS

location to identify its exact location on the property. This can assist drivers to avoid missed pickups in confusing setting.

We know not every day goes smoothly. Traffic can slow a driver on their route. A driver gets sick and the route still needs to be serviced. Route managers and dispatchers can take a portion of a route, or an entire route, divide it up among other trucks, and seamlessly drop those stops onto the other driver tablets. This puts the customer first, allowing us to quickly react to all situations. It is all about getting the job done as expected every day.

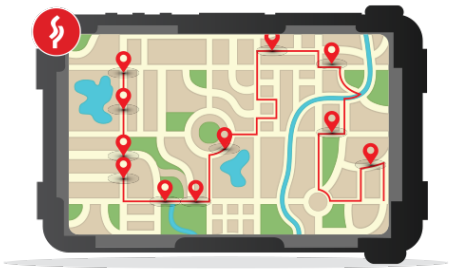
While sitting at their desk, our operations team can see where our trucks are located, the stops already completed, and the day's work left to be collected. The software gives the operations team the tools needed to re-route the work to the nearest truck.

Onboard Tablet

The entire fleet will be equipped with an onboard tablet, which enhances communications between our operations and customer service teams. The table has replaced paper route books with electronic sheets updated in real time. Collection drivers see all stops and service tickets on their touch screens, which is updated remotely and in real time. Drivers use their tablets to log completion of each service performed.



The tablet is also a key tool for noting and communicating route exceptions such as "container not out", blocked containers, extras, and contamination. Each exception has a designated code. Drivers log the appropriate code at the time of service and also have the option to add supplemental notes.



The tablet records route times versus non-route times. Non-route times include daily vehicle inspections, breaks and lunch, disposal time, route transit time to and from the yard or disposal site, and mechanical or customer delays. Each activity is stamped with a start and stop time.

In the event that the tablet becomes unavailable for any period of time or loses its connectivity, the tablet continues to collect data for upload upon reconnection or the driver still has the traditional paper route sheet to perform collections and manually enter route exceptions.

Customer Benefits



Proactive Communication: Drivers document any service issues, including service delays. This allows us to proactively address issues with our customers and prevent inconveniences such as missed collection.



Enhanced Service at our Customer Service Center: CSRs have virtually real-time customer information at their fingertips, allowing them to see what our drivers see, and communicate accurate, customer specific information during a single call.



Service Quality Assurance: Should a container not be collected due to contamination; the system automatically photographs each service with a time stamp. This allows Peña or city staff an opportunity to reach out to the customer and offer technical assistance and education. This documentation is automatic for every customer, every day.



Documenting Extra Service: Drivers can use their tablet to record any extras. These photographs are automatically linked to the customer profile instantly for CSRs to use on a single customer call. This tool is helpful in giving customers the peace of mind knowing that any extras charged belong to their account.



Primary Operations Benefits: The OBC used in the field links directly to the in-office iPak system. The in-office software allows route managers and dispatch staff to enhance overall efficiencies through:

- Monitoring truck locations via GPS technology
- Monitor idle times to eliminate unnecessary emissions
- Transferring or adding additional collection stops (i.e., on-call customer requests, extra or missed pick-ups) to a route in real-time
- Using interactive maps to see the location or status of vehicles, promoting efficient dispatching
- Identifying potential issues or areas for routing improvement
- Our onboard computing system makes documenting route exceptions quick and efficient for our drivers and provides full visibility of account notes to our staff.

14.0 Reporting Program



Quarterly reports

Peña will provide complete and accurate Quarterly Reports to the City, within 30 days from the end of the reporting period. This will include tonnages hauled and diverted, hauler-customer compliance (AB 341, AB 1826, SB 1383, etc.), and gross revenues and gross receipts for hauler-billed services.



Annual reports

Peña will produce annual reports for the City within 120 days after the close of each calendar year. In advance of the first year, Peña will provide the City a format for approval by the City Manager. Peña will continue to provide this report annually to the City in the approved format.



SB 1383 Studies and Compliance Reporting

Under SB 1383 regulations, the jurisdiction is the responsible party for most of the reporting and recordkeeping requirements. However, Peña understands that as the hauler and facility operator serving the jurisdiction, much of the information sought by CalRecycle actually begins with Peña. As such, Peña will treat the recordkeeping requirements as a mandate on the company itself and will diligently track the information that the City will require to stay in compliance. Specifically, Peña will have records of its outreach efforts, its route reviews, and its contamination monitoring, as well as any facility diversion information and generator records. This will additionally include the ultimate disposition of organic wastes, and any other programs that may impact the City's compliance.



CalRecycle Annual review

During the annual review, the City will be reminded of the diligence of Peña's service, and the commitment the company makes to its customers, its employees, and the community as a whole. In the event of any grievances, Peña welcomes this annual review as an opportunity to improve its services and address any problems to the City's satisfaction. Further, Peña will continue to work directly with the City and CalRecycle to ensure that all information provided in the Electronic Annual Report and through the Franchise Quarterly and Annual Reporting has sufficient backup information and recordkeeping for full SB 1383 compliance.

Privacy Policy

Peña, as a hauler servicing a multitude of customers, retains a significant amount of important customer data which is necessary for the company to perform its duties. This information includes addresses, service levels, business names, compliance records, waiver status, and a multitude of other data points which are essential to the conduct of regular operations as well as maintaining recordkeeping compliance under state laws such as SB 1383.

Peña respects its customers and honors the trust given to our company from our customers. As such, under no circumstance will we sell our customer data acquired through Soft-Pak or any other means. Peña may share this data, such as address and service level, as required to the City in order for the City to perform its necessary functions, such as SB 1383 enforcement.

Except for the City and where required to by law, Peña does not post or share customer information with the public or public agencies. Access to customer information is protected by the company to the best of our ability, and will be made available to the customer, after identity confirmation upon request. Peña is fully compliant with the California Consumer Privacy Act of 2018 and will act quickly to fulfill its obligations under this act upon request from our customers.



15.0 Public Education and Outreach Plan

Peña has exemplary education and outreach programs, which provide graphic rich, detailed information in multiple languages that allow for easy identification of items that need to be recovered for each collection sector. Peña will work closely with the City to ensure that all outreach materials, messaging and slogans are approved with the goal of ensuring that the City and Peña are close collaborative partners and that customers are fully informed on the requirements of AB 341, AB 1826, AB 827 and SB 1383 regulations.



Peña has worked diligently for decades to both ensure compliance with current regulations, and to prepare Dinuba for future regulations.

AB 1826 (Mandatory Commercial Organics Recycle aka MORe) | AB 1826 is focused on diverting organic materials from landfill for commercial businesses through a phased in program. December 2020, CalRecycle began requiring all Commercial Generators that produce 2 cubic yards or more of solid waste to subscribe to an organics service. The requirement prepared cities for the more substantial organic collection programs required by SB 1383, further described in this proposal.



Peña has achieved 100% compliance for AB 1826 in the City of Dinuba!

AB 341 (Mandatory Commercial Recycling aka MCR) | Assembly Bill 341 was signed into law in 2011 to increase the amount of material diverted from landfills from the commercial sector. It requires businesses that generate 4 cubic yards or more of garbage service per week to arrange for recycling services. The same requirement is also applied to multifamily dwellings of five units or more.



Peña has achieved 100% compliance for AB 341 in the City of Dinuba!

SB 1383 (Organics Reduction for Methane Mitigation) | The recently adopted Senate Bill 1383 has identified the reduction of methane generation of organic waste as a prioritized climate change mitigation strategy. As such, SB 1383 mandates reductions in the landfilling of organic waste, and thereby methane emissions.

Peña has been working diligently to achieve full compliance with SB 1383 in the City of Dinuba. All programmatic requirements have been met, including lid flips, route reviews, outreach and education and recordkeeping requirements.

Our education and outreach programs use a range of graphic rich, bilingual materials that have consistent messaging across our social media, website, container labels, printed assets and incorporated into our community presentations.



Renewed Outreach Program

Peña will work closely with the City of Dinuba during the start of the new agreement, which will be a renewed opportunity to distribute additional outreach to customers on the importance of SB 1383 compliance. The outreach will discuss the requirements of SB 1383 and reminders that Peña will be conducting lid flips to address contamination in the containers.

Outreach programs will look for opportunities to energize the community around waste diversion and sustainability programs. Peña will ensure this information is used to keep residents and businesses informed about the status of the City' s collection program where specific outreach will be developed to be used as an insert in the quarterly City newsletter.

Our outreach program is multi-layered and will deliver positive messaging about the importance of waste diversion. Peña will look for new opportunities over the term of the Agreement to manage harder to handle waste streams, promote source reduction and promote the purchase of both recyclable content and easy to recycle materials. All outreach and education marketing will provide customers with resources to get further information from our website, City website, and contact information for customer service representatives.

15.1 Residential Outreach Programs

Peña has an ongoing residential outreach program that will educate residential customers on diverting recyclables and organics through the three-bin program. Messaging will continue to encourage reducing contamination and looking for opportunities to source reduce materials, in addition to taking advantage of the additional collection programs Peña has to offer. These outreach programs will be provided to all single-family homes, mobile homes and MFD complexes with four or less units.



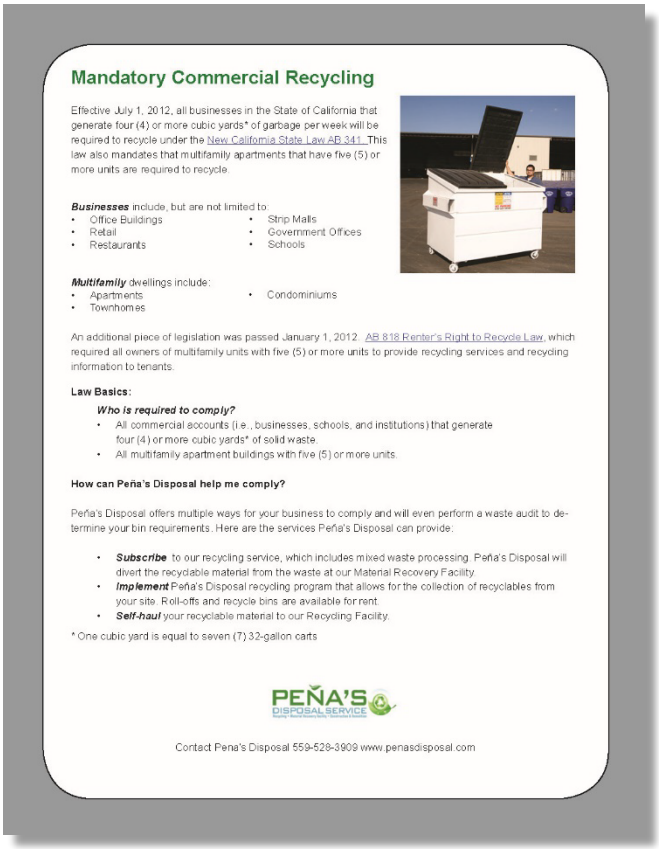
Residential outreach programs will:

- Ensure all residential customers are fully in compliance with SB 1383 and have arranged for recycling and organic collection services.
- Provide customers with mailers, bilingual recycling flyers, handouts and door hangers to promote and encourage recycling.
- Encourage diversion activities through a range of outreach items, including clear graphic rich labels on the bins/containers, fliers and door hangers for residents which provide information about acceptable and not acceptable items. This outreach would be bi-lingual.
- Peña will conduct the appropriate lid flips under our container minimization programs.
- With this robust public outreach program Peña will reduce contamination of the recycling and organic streams to enhance the City's overall diversion goals.
- Conduct audits of containers and routes to ensure compliance. Any contamination issues would be followed up with phone calls and/or email correspondence to the customers. If consistently low participation has been noted, program information and outreach will be provided to the resident.
- Exploring the possibility of imposing a fee for customers with repeated contamination issues.
- Quarterly newsletters and social media campaigns to provide information to customers about special pick-up opportunities, Christmas Tree Collection, zero waste programs, promotion of bulky item pick-up, shredding opportunities, household hazardous, e-waste and battery collection programs.



15.2 Commercial Outreach Programs

Peña has several strategies to enhance commercial recycling which builds off the existing collection and outreach program. Through maximizing diversion among the large generators, expanding these programs to smaller generators in a strategic manner, and providing customized programs for those who may have difficulty implementing full recycling programs, Peña can significantly divert a large portion of materials from the landfill.



Mandatory Commercial Recycling

Effective July 1, 2012, all businesses in the State of California that generate four (4) or more cubic yards* of garbage per week will be required to recycle under the New California State Law AB 341. This law also mandates that multifamily apartments that have five (5) or more units are required to recycle.

Businesses include, but are not limited to:
- Office Buildings
- Retail
- Restaurants
- Strip Malls
- Government Offices
- Schools

Multifamily dwellings include:
- Apartments
- Townhomes
- Condominiums

An additional piece of legislation was passed January 1, 2012. AB 818 Renter's Right to Recycle Law, which required all owners of multifamily units with five (5) or more units to provide recycling services and recycling information to tenants.

Law Basics:

Who is required to comply?
- All commercial accounts (i.e., businesses, schools, and institutions) that generate four (4) or more cubic yards* of solid waste.
- All multifamily apartment buildings with five (5) or more units.

How can Peña's Disposal help me comply?

Peña's Disposal offers multiple ways for your business to comply and will even perform a waste audit to determine your bin requirements. Here are the services Peña's Disposal can provide:

- ***Subscribe*** to our recycling service, which includes mixed waste processing. Peña's Disposal will divert the recyclable material from the waste at our Material Recovery Facility.
- ***Implement*** Peña's Disposal recycling program that allows for the collection of recyclables from your site. Roll-offs and recycle bins are available for rent.
- ***Self-haul*** your recyclable material to our Recycling Facility.

* One cubic yard is equal to seven (7) 32-gallon carts

PEÑA'S DISPOSAL SERVICE

Contact Peña's Disposal 559-528-3909 www.penasdisposal.com

Below are current outreach approaches Peña is prepared to implement:

- Ensure all Commercial customers with 2-cubic yards or more of solid waste collection weekly arrange for recycling and organic collection services.
- Annual door-to-door in-person visits as a base service to all customers.
- Targeting the largest commercial producers of organic waste and providing technical assistance specific to industry sectors. Collection strategies will be different for agricultural producers versus grocery stores for instance.
- Providing customers with 3 distinctly colored and labeled bins and accompanying information about acceptable and non-acceptable items. Our labels and outreach information are bilingual and graphic rich for ease of customer understanding.
- With this robust public outreach program Peña will reduce contamination of the recycling and organic streams to enhance the City's overall diversion goals.
- Scheduled audits (additional to in-person visits) of Commercial accounts to ensure compliance as requested. These customer service notes will be entered into Soft-Pak, where the City will be given reports that summarize these customer outreach contacts. Contamination issues would be followed up with phone calls, mail, and/or email correspondence.



- Additional, commercial technical assistance, including site visits and audits, will be available for customers who contact the customer service line.
- Provide information to customers through quarterly print ads in the local newspaper for the first year of services, and as needed throughout the franchise agreement.
- Maintain website that any business or resident can access for reference and information regarding pick-up days, calendar, or recycling info. Customers can also increase service and service request on-line. Peña will also provide information for the city to put on their website and have a link from the City's website to the Peña website.
- Maintain a friendly office location in the City of Dinuba where customers can call, or walk in, for any assistance during our office hours.
- In addition, the Peña headquarters will be open from 8 a.m. to 4.30 p.m., Monday to Friday, and is under 5.5 miles from the Dinuba City Center.
- Phone lines are available for any customer from 8.30 a.m. until 5 p.m. Monday to Friday.
- Design Zero Waste programs for commercial generators seeking to implement their corporate sustainability goals and facilitate zero waste certification.

- Reward businesses that successfully recycle with a public acknowledgement. Peña will work with the City to develop a business recognition program to highlight success stories.
- Quarterly newsletters and social media campaigns to provide information to customers about special pick-up opportunities, Zero-Waste programs, promotion of bulky item pick-up, shredding opportunities, household hazardous, e-waste and battery collection programs.
- Presenting to community groups throughout the year. Our recycling coordinator will be making presentations at schools and classrooms citywide including civic clubs such as Rotary, Kiwanis, Chamber of Commerce, and the City Council (on request).
- Participating in community events where the recycling coordinator will be present to explain the benefits of the city's recycling program. Large events such as Cinco de Mayo, Raisin Festival, Christmas Parade, bulky item cleanup days, and any other upcoming city events.

15.3 Multi-Family Dwellings

Effective outreach is critical to providing a successful recycling program for MFD customers and we actively look at a variety of methods to better engage these residents. Capturing recycling and organics from MFD complexes is challenging and requires tailored approaches depending on the characteristics of each Complex. These specific programs will be provided to MFD complexes that have 5 or more units.

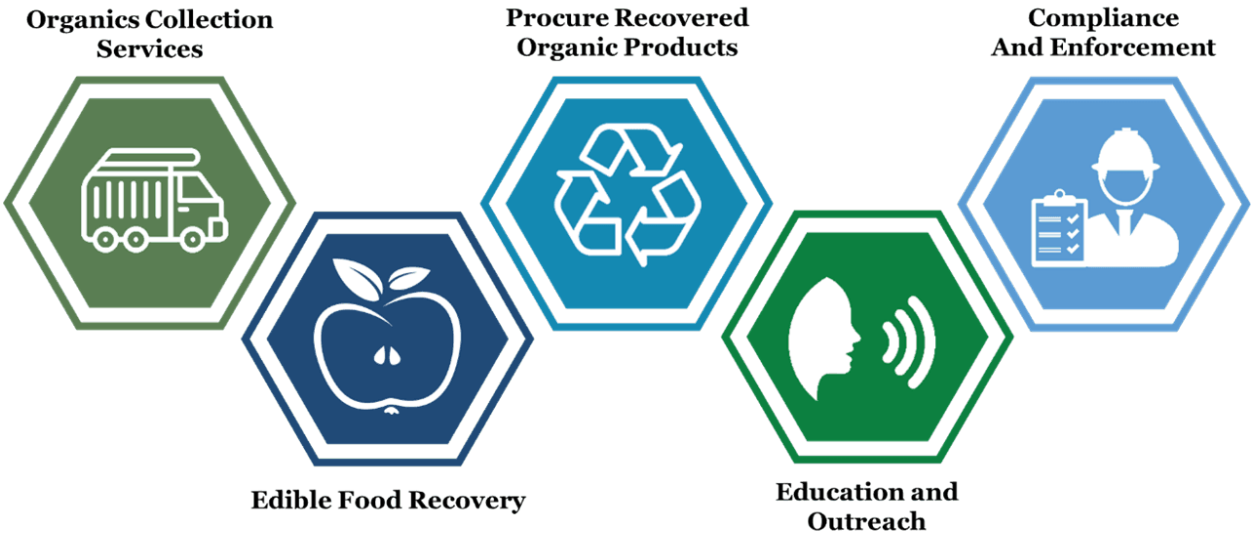
- Ensure all MFDs are fully in compliance with AB 341 and have arranged for recycling collection services.
- Provide customers with three distinctly colored containers and sufficient capacity to encourage the maximum diversion possible.
- Visit each multi-family complex, through a door-to-door campaign, to educate residents in person and provide customers with bilingual recycling flyers, handouts and door hangers to promote and encourage recycling.
- Encourage diversion activities through a range outreach items, including posters above the containers, clear picture heavy labels on the bins/containers, fliers and door hangers for residents which provide information about acceptable and not acceptable items. This outreach is bi-lingual.
- Notices to building management to be posted in community disposal areas outlining acceptable and non-acceptable materials in the recycling program. Materials would depend heavily on images and information would appear in multiple languages.

- Inform the building management of green waste composting programs for their landscape services and the tracking of those tonnage to receive credit for the City.
- With this robust public outreach program Peña will reduce contamination of the recycling and organic streams to enhance the City's overall diversion goals.
- Conduct audits of MFD containers and routes to ensure compliance. Any contamination issues would be followed up with phone calls and/or email correspondence to the building owners. If consistently low participation has been noted, program information and outreach will be provided to the complex.
- Exploring the possibility of imposing a fee for customers with repeated contamination issues.
- Notifications in the form of bill inserts sent to building management highlighting the potential to save money by maintaining appropriate garbage capacity- bill inserts would likely include information impending mandates around introducing organics collection.
- Random audits of containers or bins to ensure compliance – contamination issues would be followed up with phone calls and/or email correspondence to the building owners. Exploring the possibility of imposing a fee for customers with repeated contamination issues.
- Quarterly newsletters and social media campaigns to provide information to customers about special pick-up opportunities, Christmas Tree Collection, zero waste programs, promotion of bulky item pick-up, shredding opportunities, household hazardous, e-waste and battery collection programs.



16.0 SB 1383 Compliance Plan

SB 1383 is a landmark California recycling and climate change bill that was signed into law September 19, 2016. The law was created to reduce the amount of methane emitted by the state's landfills by recovering organic waste instead of disposing of it. SB 1383 is the most ambitious and impactful waste reduction and recycling law since AB 939 was signed into law in 1989. The law mandates that the state shall reduce the amount of waste it sends to landfills by 75% by 2025, and has an enforcement structure that will compel generators, haulers, facilities, and jurisdictions alike to participate in the effort.



Peña prides itself on being a forward-looking hauler and aims to be the best hauler in the region for meeting and exceeding the goals set forth by the State of California. As such, **Peña is proud to have already implemented all of the required programs of SB 1383 in the City of Dinuba.**

Peña's SB 1383 system has already been deployed to the entire City. All Peña's carts delivered to Dinuba customers meet all of the technical specifications of SB 1383 and have appropriate labeling in both English and Spanish to convey clear information to all residents and businesses. Materials are being collected on dedicated routes that ensure the waste materials are all brought to the appropriate facilities.

Green waste, food waste, and other organics are brought to a permitted compost facility capable of recovering the material delivered. Recyclables are sorted at Peña's own permitted facility and

delivered to recyclers for re-manufacture. Unrecoverable wastes, either collected from the black bins or sorted out as residual, are sent to permitted landfills.

This recovery program is well documented and meets Dinuba's record keeping requirements for both SB 1383 and AB 939 reporting.

Green Bin Deployment: Peña has placed special emphasis on providing organics diversion outreach to generators that both educates on how to use the organics bin, as well as why it is important to do so. This outreach has met the requirements under the law, improves the City's diversion rate and ensure our partners at composting facilities receive cleaner feedstock for producing their soil amendments.



While performing its organics outreach, Peña also keeps track of which of the generators it serves meets the requirements for edible food recovery. Under SB 1383, businesses such as grocery stores, food distributors, and large restaurants are required to set aside edible food for donation. These donated foods will serve to lessen food insecurity, as well as provide another opportunity to keep food waste out of landfills.

Peña will deliver the collected green bin organics to Kochergen Farms that has ample committed capacity for the City of Dinuba. In addition, Peña has already secured permits to improve its own organic waste processing on site at its facility. Peña plans to install organics waste pre-processing equipment, which will allow the facility to clean up contaminated organic waste streams by removing packaging and producing an organic waste slurry. This will serve to improve the diversion rate of Dinuba, as previously unusable waste streams will be able to be recovered. The slurry produced from this process will be blended with green waste and then delivered for composting.



Edible Food Deployment: Peña will provide Dinuba with its generator and accounts lists to assist the City in implementing the edible food recovery programs.

Blue Bin Deployment: SB 1383 mandates recycling for commercial and residential customer, that all recycling bins be blue, that recycling routes are monitored for contamination, and most importantly that generators are subject to fines for failure to introduce a recycling program. Peña currently runs a successful recycling program in Dinuba and looks forward to expanding this program to identify new opportunities to divert materials from landfill. Peña is processing this material at its own facility where they are sorted for recoverable material.



Peña will continue to work directly with the City to provide accurate and honest outreach as to what materials are recyclable, and which items are destined to be sorted out as residuals. Further, Peña will support the City of Dinuba in any reuse programs, waste reduction programs, or producer responsibility, or other strategies it wishes to undertake to reduce the flow of unrecoverable materials to landfills and improve the jurisdiction's recycling rate. This work will help Dinuba prepare for upcoming changes to the industry, such as those we will face with SB 54.

Grey Bin Deployment: Grey bins have SB 1383 appropriate labels for all Dinuba customers. Peña will continue to monitor contamination in these bins as required under SB 1383, which asks for these bins to be inspected for recoverable materials that are being incorrectly put in these bins. Generators that are incorrectly disposing of recoverable organic waste or recyclables are instructed to place these items in the appropriate bin. This information is shared with the jurisdiction for recordkeeping and enforcement purposes.



Contamination Monitoring: SB 1383 requires jurisdictions to regularly monitor each of their waste routes for contamination. This includes each of the three bin colors, for each collection route, at least once or twice a year. Jurisdictions are given the option of conducting the monitoring via route review or via waste evaluation. Peña is currently conducting contamination monitoring on behalf of the jurisdiction as Peña has both the collection personnel and facility personnel available for such reporting.

Cart Tags: We recognize customers may occasionally make mistakes on materials placed in the recycling and organics cart. We know no one is perfect but we strive to educate customers for a cleaner waste stream. On these occasions, drivers attach our standard tags for communicating a friendly reminder of what material does not belong. This tag is attached to the handle of the cart and most of the time, resolves the issue for future collections.


PEÑA'S DISPOSAL SERVICE
LEADING THE WAY TO ZERO WASTE!
Ooops!
CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906
CONTAMINATED—ATTENTION REQUIRED
CONTAMINADO—ATENCIÓN REQUERIDA
ADDRESS/DIRECCIÓN: _____
CART #/NÚMERO DEL BOTE: _____
Your container is contaminated and could not be serviced. Remove the contamination by your next service day. If you do not, contamination fees may apply if serviced. Contact us at (559) 528-3909 if you have questions or need an extra dump; fees may apply.
Su contenedor está contaminado y no se pudo reparar. Elimine la contaminación para su próxima dìa de servicio. Si no lo hace, es possible que se apliquen cargos por contaminación si se realiza el servicio. Llámanos al (559) 528-3909 si tiene preguntas o necesita un voolcado adicional; se pueden aplicar cargos.
CONTAMINATED WITH/CONTAMINADO CON:
TRASH/BASURA _____
RECYCLABLES/RECICLABLES _____
FOOD/COMIDA _____
GREEN WASTE/BASURA ORGÁNICA _____
OTHER/MÁS _____
DATE /FECHA: _____ TIME/TIEMPO: _____

Waste Evaluations: CalRecycle offers facility-based waste evaluations as an alternative to the route review. This option may be attractive for routes that are difficult to inspect on site. Peña offers Dinuba the capability of doing these waste evaluations at the Peña facility, and Peña has the requisite expertise to perform such evaluations to SB 1383 standards. For routes examined in this manner, Peña would follow SB 1383 requirements and perform these evaluations twice annually.

Outreach and Education: Green, blue, and grey bins are each accompanied with bilingual, visual, and clearly worded labels indicating what does and does not go in each container. Even with this information, Peña recognizes the importance of providing outreach through a multitude of media.

These outreach efforts include the following means of communication:

- Updates to our company website www.peñasdisposal.com to include SB 1383 resources, waste reduction tips and tricks, contact information for edible food recovery services, and links to important resources such as the City's SB 1383 ordinance.
- Peña works with the City to produce print media, which will use photo rich formats to

quickly and easily communicate outreach messaging. These are duplicated in digital form on both the City's and Peña's websites.

- Peña has developed Non-Collection Notices and Courtesy Notices, with approval from the City, where all usage is documented and reported to the City.
- Peña will participate in community events with booths and in-person outreach to help communicate SB 1383 information to the public.



Compliance Review of Generators: Peña's access to its customer lists, in conjunction with its Soft-Pak integrated tracking software, allows the company to have a comprehensive generator record. This generator record is what is necessary for the jurisdiction, or Peña on behalf of the jurisdiction, to meet the requirements of SB 1383. Namely, Peña will use this record to conduct a "desk review" to systematically identify levels of service for each generator.

This Generator review is designed in such a way to meet each of the generator service level monitoring criteria and simultaneous meet all of the recordkeeping requirements of this section. Generators who do not subscribe to organics services, are identified and shared with the City who can either exempt them with a waiver, request self-haul documentation, or move them into an organics subscription program. Peña has dedicated customer service and SB 1383 staff that has managed this tool and the review for the City. The City provides information to Peña as to the issuance of any waivers so that Peña can complete these generator records.

17.0 Alternative and Enhancements

17.1 Alternative Start Times for Commercial Collection

Given the traffic density in the downtown area and schools, Peña's proposes to start service for commercial accounts at 6:00 a.m. as an exception to the RFP due to the safety of the public.

17.2 Procurement



Peña has identified that Dinuba will need to procure over 1,231 tons of compost or its equivalent to meet its requirements under the law. Peña will work with its composting partners, such as Kochergen farms to secure procurement eligible goods for the City if needed. Further, Peña is examining other means of producing procurement eligible goods, such as biomass energy to help the City meet its procurement goals.

17.3 Christmas Tree Pick-up

Peña's Disposal will offer complimentary live Christmas tree pick up for City residents. Residents will be provided a date where they can place their live trees in the same location, we pick up their green yard /organic food waste container and we will remove the tree; trees should be placed the night before the announced pick update and ready for pick up by 6:00 am.



17.4 Shredding services



Peña's Disposal started Countywide Shredding, a mobile shredding service, in 2012. We support one-time purges, as well as ongoing service based on customer needs. We maintain an NAID AAA Certification (National Association for Information Destruction), which means we passed the rigorous process of compliance with the numerous laws and regulations required for protection of confidential customer information and its destruction. Peña's Disposal would like to provide the City and its residents the following paper document shredding services:

- Semi-annual public shreds included as part of the City scheduled clean-ups
  - ✓ Customers will be allowed to bring the equivalent of up to 5 standard size banker boxes (12x10x15) for destruction, per paid service location.
- Scheduled shreds at the City building and other buildings as noted below; scheduled shreds will include the required number of containers per location and schedule determined based on location needs, i.e., monthly, quarterly, on-call, etc.






PEÑA'S
DISPOSAL SERVICE
We will Proudly Serve
the City of Dinuba for
the Next 40 Years!
www.peñasdisposal.com

MID VALLEY DISPOSAL

GENERATIONS
OF EXPERIENCE



Corporate Office
15300 W Jensen Ave
Kerman, CA 93630

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MID VALLEY DISPOSAL

MID VALLEY DISPOSAL
WWW.MIDVALLEYDISPOSAL.COM

City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

Request for Proposal for Discarded Materials Management Services

It is with considerable pride that Mid-Valley Disposal, LLC hereby submits its proposal for the above referenced collection and processing services for the City of Dinuba.

We received and reviewed the City's request for proposal, including its contents, attachments, and all addenda. We have also conducted due diligence to confirm material facts upon which this proposal is based.

The name of the entity to execute an agreement with the City of Dinuba is Mid-Valley Disposal, LLC. As President and CEO, I, Joseph Kalpakoff, am duly authorized to execute a Franchise Agreement on behalf of Mid-Valley Disposal, LLC, and I certify that I am the contact person in reference to this submittal. You may contact me at:

15300 W Jensen Ave
Kerman, CA 93630

(559) 237-9425 or (559) 842-9436
JosephK@midvalleydisposal.com

On behalf of Mid Valley Disposal, I sincerely thank you for your consideration and look forward to partnering with the City of Dinuba.

Sincerely,

Joseph Kalpakoff
President / CEO
Mid Valley Disposal

03. **INTRODUCTION**

Mid Valley Disposal is excited at the opportunity to serve the City of Dinuba. The people that make up Mid Valley Disposal are passionate and enthusiastic about the waste and recycling industry. Our commitment goes beyond simply collecting trash. We strive to be a strong partner throughout the community.

We are confident that review of this proposal will address the service needs, as well as added value services, for the City of Dinuba and its residents. Key takeaways will include:



Commitment to service from a locally owned and operated family company



MVD's experience and proven track record for municipal operations and transitions



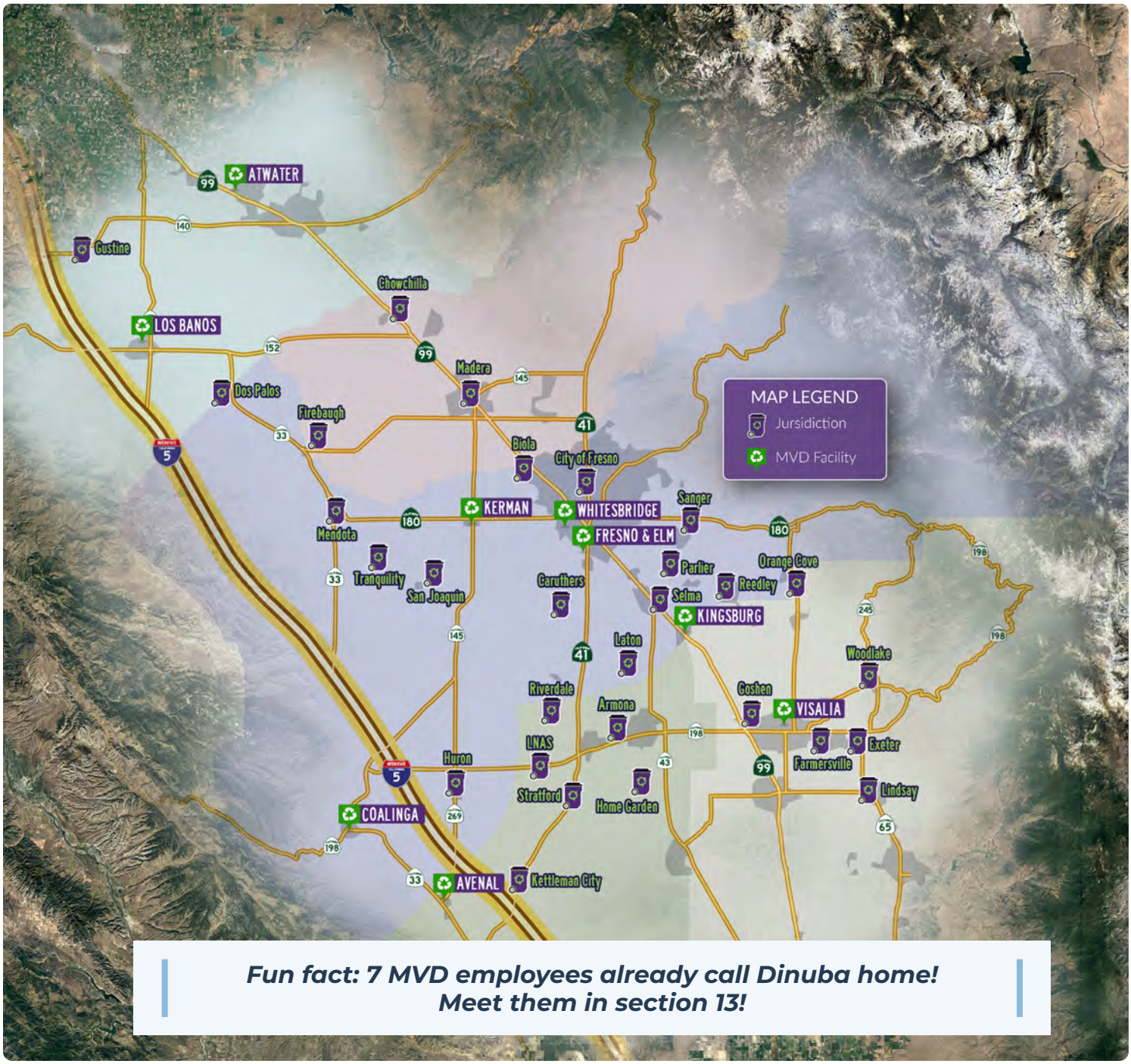
Guaranteed organics processing capacity at our Kerman facility

Locally Owned and Operated

Founded in 1997, Mid Valley Disposal (MVD) is the leading locally owned and operated company that provides recycling, organics, and solid waste services in the Central Valley. The Kalpakoff family has four generations of experience in successfully operating a solid waste management company in California. Today, MVD is led by brothers Joseph and Jonathan Kalpakoff (fourth generation). With over 400 employees, MVD provides exclusive collection services to 36 local jurisdictions and is permitted to provide collection services in Fresno, Merced, Madera, Kings, and Tulare counties.



Kalpakoff Family - (left to right): Jonathan, Tatiana, Harrison, Natalie, and Joseph



Fun fact: 7 MVD employees already call Dinuba home! Meet them in section 13!

Our presence in the Central Valley is unmatched and our local knowledge plays a key role in our ability to deliver excellent service. In the search for an exclusive provider, it is important to know the company will honor your community goals and values.

We appreciate the City's consideration of our proposal and look forward to partnering with the residents and businesses of Dinuba.

Experience Matters



Our South Valley operations team on the first day of services in the City of Selma on July 1, 2024.

When changing haulers, there is no substitute for proven experience and performance. Our operations team will create a detailed implementation plan based on the needs of the City of Dinuba. Subsequent sections will also describe how MVD will engage and educate the community through live customer service calls and chats, special events and printed bilingual communication. **Our goal is to mitigate disruption of services and ensure a smooth transition for all customers.**



Decades of Experience with a history of success

Dedicated team backed by local resources.

Being locally owned and operated means that transitions and implementations are directly overseen by ownership. Located just 12 miles away in Kingsburg, we have a team of local managers with extensive experience in transitions and service implementation. We also have 5 facilities within 50 miles of the City of Dinuba. Our diverse team of drivers, supervisors and dispatch operators are trained to deploy services and proactively address issues before they hinder operations. With our established presence in neighboring communities, the City of Dinuba can be confident that Mid Valley Disposal is never far away.



SB 1383 Compliance

Our Recycling Department specializes in SB 1383 regulations, and is well-equipped to offer comprehensive public education, exceeding SB 1383 standards. Through cross-functional collaboration, we've developed efficient procedures for gathering city compliance information through diverse assessments. For detailed information about SB 1383 compliance, please refer to Section 17 within this proposal.



Guaranteed Capacity for SB 1383

If selected, MVD can guarantee processing capacity to the City of Dinuba for the length of the exclusive hauler agreement.

Through conservative fiscal practices and strategic investment, MVD has developed local processing facilities for both recycling and organics. Our fully permitted and operational composting facility is designed to accept mixed organics, including food

scraps, to comply with SB 1383 programs. Our vertical integration provides guaranteed processing capacity for both recyclables and organics collected in the City of Dinuba. Section 11 of this proposal provides a detailed description of the facilities owned and operated by Mid Valley Disposal.



Value Added Services

Mid Valley Disposal is proud to offer the following value-added services to the City of Dinuba. The services outlined below are included as part of the provided rates.

- **CNG FUELING**
  - MVD will utilize City fueling station for CNG collection trucks.
- **FREE PORTABLE TOILETS**
  - MVD will provide portable toilets for the City events outlined in the RFP.
- **NEW EQUIPMENT**
  - Collection vehicles will meet or exceed the model and GPS requirements outlined in the RFP.
- **RENT-A-BIN SERVICES**
  - Three-cubic-yard front load bins will be offered to customers as a temporary clean up solution. See section 4.1.B
- **SCHOLARSHIPS**
  - Mid Valley Disposal will award two (2) $2,500 scholarships for graduating seniors from Dinuba High School.
- **BEAUTIFY DINUBA**
  - Two (2) annual community events sponsored by MVD to remove litter and clear abandoned items throughout the community. See section 4.1.F
- **FREE COMPOST**
  - Our CDFA certified organic Kerman's Best Compost will be available at both clean up events to assist the City in meeting their procurement target.
- **FREE SHRED EVENT**
  - Free document shredding will be available at one of the City's annual clean up events.
- **HOUSEHOLD HAZARDOUS WASTE (HHW) DISPOSAL**
  - Residents will be allowed to dispose of residential quantities of permitted HHW materials at two (2) clean up events per year. Refer to section 4.6.D, for more information on the HHW clean up event.
- **CHRISTMAS TREE DISPOSAL**
  - Natural Christmas trees can be disposed of in the organics container during the three weeks following December 25th.







CEO STATEMENT

Joseph Kalpakoff

We have an obligation to support local community initiatives in the places we live and work. We feel honored to do our part in making the Central Valley a better place to live, work, and play. To us, that is the true meaning of "Locally Owned and Operated."

MVD is committed to purchasing locally, building sustainable infrastructure, and reinvesting back into the communities we serve.



FAMILY OWNED...FAMILY FOCUSED

Jay Kalpakoff had a simple business philosophy - “treat employees like family.” His legacy of service to employees continues today in the many programs that create a culture of recognition and appreciation at Mid Valley Disposal.



FOUNDERS DAY PICNIC AT WILD WATER

Over 1,500 friends and family gather for a day of celebration that includes food, fun, and camaraderie. The day culminates with recognition of our longest serving employees and a serious, but friendly “Taco Throwdown” competition between our operations teams!



EMPLOYEE ENGAGEMENT

Mid Valley Disposal promotes a “servant leadership” culture. Through various events planned throughout the year, leaders stay connected with employees and their families, acknowledging that they are the keys to MVD’s success.



SCHOLARSHIP PROGRAM

Each year, MVD awards financial support to employees and eligible family members in their personal pursuit for higher education and enhanced skills training.

EMPLOYEE RECOGNITION

Years of service milestones aren’t the only things MVD celebrates. When employees proactively take action or go above and beyond their role as an essential worker, leaders and colleagues take notice. From exemplary safety records to outstanding customer support, MVD feels it is important to acknowledge employees for their front-line responses.







4.1.A. GENERAL IMPLEMENTATION PLAN

In the past few years, Mid Valley Disposal has successfully transitioned services for 32,000 residential and 2,000 commercial customers in 6 municipalities. The transitions were from 4 different haulers.



Within a 3 month span, MVD was able to secure over 20,000 SB 1383 compliant carts and roll out services for 2 cities

Each transition of solid waste services is unique. Mid Valley Disposal has developed a successful formula for the planning and execution of intricate service transitions. Using our proven template, we collaborate with the city, and key stakeholders, to implement programs that foster new behaviors and highlight the necessary link between education, waste prevention, and reduction activities. We have a track record of working with stakeholders to ensure resources are procured, distributed in a timely manner, and employees are prepared to deliver excellent service from day 1.

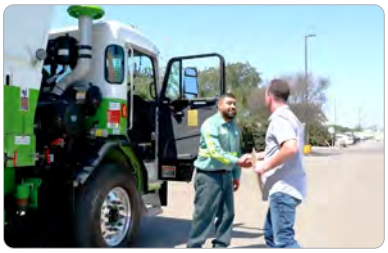
OUR APPROACH TO THIS PROCESS INCLUDES THREE KEY COMPONENTS:



- **Collaboration:** An early engagement strategy with all stakeholders – the city, the incumbent, and the community – assures that all perspectives are weighed and gives a framework to the Master Implementation Schedule. Transparent communication is essential, and MVD recommends an initial discussion with each stakeholder group, followed by regular meetings once the contract is signed.



- **Intelligent Project Planning:** We have included our Master Implementation Schedule as a blueprint to demonstrate our understanding of the planning process, identify specific tasks, and consider the required lead time to accomplish the overall plan. Years of experience allow our team to stay agile when additional details arise.



- **Expertise & Experience:** Our team has extensive experience in transitioning large-scale waste and recycling services in cities throughout the Valley. As we meet with stakeholders, tasks are assigned to an MVD team member with the necessary experience and authority to complete their tasks within the specified timeframe.

After careful study of the City's RFP and addendums, we conducted our own field studies and audits to validate the current services being provided.

Planning

The Master Implementation Schedule will go into effect immediately following approval of the franchise agreement. The breadth of the schedule below speaks to the experience and the care MVD has when serving a new community. It is important to consider the perspectives of residents and businesses during the transition process.

	TASK	ACCOUNTABLE	DESCRIPTION
OCTOBER / NOVEMBER	Implementation Kick-off Meeting	**MANAGEMENT TEAM,** *City of Dinuba*	*Management Team meeting with City staff, introductions, roles and responsibilities, implementation schedule overview, review assignments, communications, schedule reoccuring implementation meetings with City Staff as needed.*
	Confirmation of Service Requirements at City Facilities, Parks, and Downtown Containers	**MVD OPERATIONS,** *City of Dinuba*	*In coordination with City staff, we will visit each of the sites where City Services are located. We will confirm the service levels, conduct a hazard assessment, note gates, locks, and enclosures. This service data will be incorporated into our Long-Term routing plans.*
	Billing data reconciliation	**ADMIN DIRECTOR,** *City of Dinuba*	*City to provide customer data file for verifaction of any changes to service levels.*
	Raisin Day Festival	**RECYCLING DEPARTMENT,** *Operations Team*	*Actively Participate in the City's 2024 Raisin Day Festival. Provide an interactive educational booth that delivers prizes, recycling games, and in-person education through our knowledgable recycling coordinators.*
	Validate City data to routing	**ADMIN DIRECTOR,** *City of Dinuba*	*Verify service levels with billing detail and reconcile discrepancies. Work collaboratively with City Staff to address data concerns.*
	Place Order for New Residential & Commercial Containers	**DISTRICT MANAGER,** *Ownership*	*Submit PO on new residential & commercial containers for delivery to an approved local facility to be staged for assembly & distribution to customers and residents.*
	Appraise driver resources & activate recruiting methods	**DISTRICT MANAGER,** *Operations Team, Human Resources*	*Evaluate driver/employee resources for new services implememtation. Hire additional staff at our local Visalia Facility including any qualified City of Dinuba applicants. Schedule New Driver training at MVD Training Facility.*
	Dinuba Car Show	**RECYCLING DEPARTMENT,** *Operations Team*	*Actively Participate in the City's 2024 Car Show. Provide an interactive educational booth that delivers prizes, recycling games, touch a truck interactive, and in-person education through our knowledgable recycling coordinators.*
DECEMBER / JANUARY	Audits & assesments for Commercial Customers	**OPERATIONS TEAM,** *Admin Director*	*Operations Teams will perform on-site container and location assessments gathering service data which will be incorporated into our Long-Term routing plans and new container delivery methods. Teams will identify and document safety hazards, space limitations, accesibility, locking systems, and other site specific service data. Pre-existing property or infrastructure damages will be digitally gathered and communicated with points of contact.*
	Audits & Assessments for Residential Customers	**OPERATIONS TEAM,** *Admin Director*	*Operations Teams will perform on-site location assessments gathering service data which will be incorporated into our Long-Term routing plans and new cart delivery methods. Teams will identify and document safety hazards, space limitations, possible walk-in service, alley collection, traffic flow, and additional site specific service data. Pre-existing property or infrastructure damages will be digitally gathered and communicated with points of contact.*
	Industrial sector assessments	**OPERATIONS TEAM,** *Industrial Business Manager*	*Operations Teams will perform on-site container and location assessments confirming ownership of compactors, receiver bodies, and roll offs. This service data will be incorporated into our Long-Term routing plans and new container delivery methods. Teams will identify and document safety hazards, space limitations, accesibility, locking systems, and other site specific service data. Pre-existing property or infrastructure damages will be digitally gathered and communicated with points of contact.*
	Transistion meeting with incumbent hauler	**DISTRICT MANAGER,** *Operations Team, Ownership*	*Collaborate with incumbent Hauler on solid waste collection service transition. Scheduling old container removal process, new container delivery methods, and lines of communication throughout the transistion.*
	Draft & Finalize communications of new Service Provider	**RECYCLING PROGRAMS MANAGER,** *City of Dinuba*	*Incorporate print, digital media, and local periodicals to introduce Mid Valley Disposal as the new franchise hauler. Provide City wide communications of New hauler information, references to MVD web site, and implementation FAQ's. Schedule dates for mailed inserts through city billing, forecast newsprint posts, and distribute digital media throughout collective departments.*
	Christmas Parade	**RECYCLING DEPARTMENT,** *Operations Team*	*Actively Participate in the City's 2024 Christmas Parade. Provide an interactive educational booth that delivers prizes, recycling games, and in-person education through our knowledgable recycling coordinators. Enter a truck for the parade.*

FEBRUARY / MARCH	**Finalize new residential route plan**	**OPERATIONS TEAM,** *Admin Director*	*Confirm and approve new residential collection schedule consisiting of a balanced Monday through Friday, 3-cart system servicing all three commodities.*
	Distribute Residential implementation mailer	**RECYCLING PROGRAMS MANAGER,** *City of Dinuba*	*Mail out 1st residential flyer detailing new/old cart delivery and removal schedules. Promote new residential services map with service days and service guides, Spanish & English. Incorporate flyer into print, digital media and local periodicals.*
	Finalize and approve recycling outreach and education brochures	**RECYCLING PROGRAMS MANAGER,** *City of Dinuba*	*Coordinate with City staff on recycling outreach and educational brochures for distribution through print, digital media and local periodicals.*
	Ongoing audits & assesments for Commercial Customers	**OPERATIONS TEAM,** *Admin Director*	*Operations Teams will perform on-site container and location assessments gathering service data which will be incorporated into our Long-Term routing plans and new container delivery methods. Teams will identify and document safety hazards, space limitations, accesibility, locking systems, and other site specific service data. Pre-existing property or infrastructure damages will be digitally gathered and communicated with points of contact.*
	Receipt and Assembly of new Commercial containers	**OPERATIONS TEAM**	*Receipt of new commercial containers at local staging grounds. Assemble, prepare, and lable new bins for distribution to commercial businesses and multi-family developements.*
APRIL / MAY	**Receipt and Assembly of new Residential carts**	**DISTRICT MANAGER,** *Operations Team*	*Receipt of new residential containers at local staging grounds. Assemble and prepare carts for distribution to residents.*
	Receipt of new Industrial Equipment	**OPERATIONS TEAM**	*Receipt of new roll off containers, compactors and receiver bodies at local staging grounds. Prepare and label new equipment for specific deliveries to customers.*
	Distribute Residential implementation mailer	**RECYCLING PROGRAMS MANAGER,** *City of Dinuba*	*Mail out 2nd residential flyer detailing new/old cart delivery and removal schedules. Promote new residential services map with service days and service guides, Spanish & English. Incorporate flyer into print, digital media and local periodicals.*
	Distribute Residential Door Hanger	**RECYCLING PROGRAMS MANAGER,** *Operations Team*	*Hand deliver residential door hanger notifications directly to customers doorstep, notifying residents of the new/old cart delivery and removal schedules, new residential services map, service days and service guides, Spanish & English.*
	Cinco De Mayo Event	**RECYCLING PROGRAMS MANAGER,** *Operations Team*	*Participate in the 2025 Cinco De Mayo Celebration. Provide an interactive educational booth that delivers prizes, recycling games, touch a truck interactive, and in-person education through our knowledgable recycling coordinators.*
JUNE	**Delivery of Commercial & MFD Containers**	**DISTRICT MANAGER,** *Operations Team*	*Work collaboratively with outgoing hauler on commercial and multi family units delivering new commercial containers and removing old commercial containers.*
	Begin New Residential Cart Delivery	**DISTRICT MANAGER,** *Operations Team*	*New Residential containers will be full assembled and delivered to customers over a 3 week period beginning in June. Residential Customers will receive a brand new 3-cart SB 1383 Compliant system with full color educational brochures and MVD service guide.*
	Dry Run Residential & Commercial Routes	**DISTRICT MANAGER,** *Operations Team*	*Perform physical drive-thru using NON-CDL vehicles transiting weekly route schedules and stops with various team members.*
	Dinuba Farmers Market	**RECYCLING PROGRAMS MANAGER,** *Operations Team*	*Participate in one of the Farmers Market Summer Concert Series . Provide an interactive educational booth that delivers prizes, recycling games, and in-person education through our knowledgable recycling coordinators.*
	Completion of Commercial & MFD Container Deliveries	**OPERATIONS TEAM**	*Work collaboratively with outgoing hauler on commercial and multi family units delivering new containers and removing old containers. Conduct additional audits as needed to ensure the removal is complete.*
	Final punch list for Commercial and Residential sector services, Fleet, Safety, and administrative items.	**DISTRICT MANAGER,** *Operations Team*	*Thorough checklist of all critical operational functions pertaining to collection operations. Environmental health and safety verification of clearances. Fleet readiness to include all 3RD EYE management systems, DOT regulations, and general collection vehicle functions. Final meetings with Dispatch officers ensuring communication effectiveness. Route supervisor schedules and driver assignments.*

JULY	Collections Begin	**DISTRICT MANAGER,** *Operations Team*	*Begin commercial & residential collection operations. Kickoff safety meeting and tailgate with the Dinuba Team.*
	Post Implementation Report	**DISTRICT MANAGER,** *Operations Team*	*After action report and discussion detailing the entire implementation process.*
	Dinuba Independence Day Celebration	**RECYCLING PROGRAMS MANAGER,** *Operations Team*	*Participate in the 2025 Indpendence Day Celebration at Ridge Creek Golf Club. Provide an interactive educational booth that delivers prizes, recycling games, touch a truck interactive, and in-person education through our knowledgable recycling coordinators.*
	Billing data reconciliation final pass	**ADMIN DIRECTOR,** *City of Dinuba*	*City to provide updated data file to verify any changes to service levels.*
	Waste Characterization Study	**RECYCLING PROGRAMS MANAGER,** *Operations Team*	*Recycling department staff will conduct full waste characterization studies of all Residential and commercial collection loads.*



4.1.B. **RESIDENTIAL SECTOR**

Mid Valley Disposal currently provides services that meet CalRecycle's SB 1383 standard compliance approach to over 107,000 single-family homes in the Valley.

MVD's Discarded Materials Management Program includes the following: 3-Container Collection System; Public Education and Outreach Program; Route Reviews and Seasonal Waste Evaluations; Contamination Programs; Bulky Item Collection and Annual Clean-Up Events.

Three-container Collection Service

MVD will provide single family dwellings (residential homes [SFD]) and Multi-Family dwellings (MFD) of 4-units or less with brand new containers consistent with SB 1383 color and labeling requirements, including one 90-gallon gray container for non-organic waste, one 90-gallon blue container for non-organic recyclables including the following types of organic wastes: paper products, cardboard, aluminum, glass bottles, plastics #1, #2, and #3, and one 90-gallon green container for organic waste.

The contents of the above-mentioned containers will be transported to MVD's Material Recovery Facility and Transfer Station in Fresno. Gray container waste will be transloaded for disposal at the designated disposal site. Blue container waste will be processed on the mixed recyclables sort line. The source-separated organic waste will be transported to MVD's Composting Facility in Kerman to be processed into compost. See section 4.7 for more information on MVD's processing facilities.



Annual Clean Up Events

MVD will organize two (2) city-wide community cleanup events annually for residents at a designated drop-off location provided by the City. Prior to each event, we will submit flyers to the City for approval. These flyers will include details about the event, a list of acceptable and prohibited materials, and other relevant information. Approved fliers will be distributed to residents.

Before each cleanup, MVD will collaborate with the City to plan the layout of the drop-off site, ensuring clearly marked areas for different types of materials. We will handle the separation of all materials and transport them to the appropriate diversion facilities. Additionally, MVD will collect bulky items, HHW (Household Hazardous Waste), electronic waste (E-Waste) and mattresses, partnering with CEWS and e-Recycler for E-Waste processing, and with the Council for Mattress Recycling for mattress collection.



Temporary Bin Service

For over 25 years, Mid Valley Disposal has offered convenient "Rent-A-Bin" services to meet household demand for temporary bins. Our service areas benefit from this reliable solution, allowing customers to safely dispose of extra items. The city of Dinuba has successfully implemented this service, positively impacting residents and businesses.





Customers can request a 3-cubic-yard front-load bin, delivered for a 7-day period. The initial fee includes delivery, service of the container, and removal. Additional charges apply for extended rental periods or extra service dumps. Note that rent-a-bins are intended for general refuse only, not construction and demolition debris.

Public Education & Outreach Program

Our public education programs are designed to exceed the requirements of SB 1383 and play a key role in educating residents on the value of diversion and how they can help the City stay compliant. See section 4.1.G for a more detailed description.

Route Reviews and Seasonal Waste Evaluations

MVD will perform annual route reviews, or seasonal (twice per year) waste evaluations as directed by the City. The Recycling Department coordinates with Route Supervisors to schedule load checks from routes at MVD's transfer processing facilities to check how well residential properties are properly source-separating trash, recyclables, and organic waste in their respective containers. The Recycling Coordinator will investigate routes with frequent contamination by visiting homes on the day of service to monitor contamination. Containers with regular contamination will be tagged and educational material will be left with the container. The objective is to correct any misinformed habits and improve Residential diversion.

MVD can also work with city staff to assess repeat violators and draft an ordinance for compliance. Seasonal waste evaluations/route reviews will be conducted in accordance with SB 1383 requirements. Generators in a route found to exceed allowable contaminants for any container will be notified of their requirements to properly separate materials by way of educational materials placed on their containers, door, and/or by mail or electronic messages.



Contamination Programs

The Recycling Department and Operations team coordinates the execution of Contamination Programs for Residential and Multi-Family properties. This includes daily contamination tracking completed by route supervisors and drivers. Any container observed to have considerable contamination will be tagged by the driver. A copy of the contamination tag is provided to the Recycling Coordinator who will communicate with the customer about correcting the issue and oversee the application of fines, if necessary. The Recycling Coordinator will be available to visit Residential, Commercial, and Multi-Family properties to deliver educational literature, conduct a training session, or adjust services. Residential, Commercial, and Multi-Family properties that struggle to counter

contamination issues will be subject to an educational campaign. With the consent of owner(s) or property manager(s), the Recycling Coordinator will conduct a door-to-door campaign to educate residents on proper sorting.

FL CONTAMINATION TAG



WARNING
ADVERTENCIA

☐ RECYCLING *RECICLAJE*
☐ ORGANICS *ORGANICOS*
☐ TRASH *BASURA*
☐ OVERLOADED *SOBRECARGADO*
☐ CONTAMINATED *CONTAMINADO*
☐ SERVICED *VACIADO*
☐ NOT SERVICED *NO VACIADO*

REMOVE CONTAMINATION / EXCESS
ELIMINA CONTAMINACIÓN / EXCESO

Container may not have been emptied due to contamination or overload. Please remove contamination/excess before next service day or call ***(559) 567-0520*** to request additional service.

Es posible que el contenedor no se haya vaciado debido a contaminación o sobrecarga. Elimine la contaminación / el exceso antes del próximo día de servicio o llame al ***(559) 567-0520*** *para solicitar servicio adicional.*

DATE: _____ (FECHA) ROUTE: _____ (RUTA) ACCT #: _____ (# DE CUENTA)

ADDRESS / CITY (DOMICILIO): _____

CONTAINER LOCATION: _____ (UBICACIÓN DEL CONTENEDOR) BIN SIZE (TAMAÑO): _____

CONTAMINANTS FOUND INCLUDE: _____ (LOS CONTAMINANTES ENCONTRADOS INCLUYEN)

RECYCLE NOT ACCEPTED	RECICLAJE NO ACEPTADO	ORGANICS NOT ACCEPTED	ORGANICOS NO ACEPTADO
NO Styrofoam	NO unicel	NO Plastic Bags	NO bolsas de plástico
NO Clothes	NO ropa	NO Animal Waste	NO desechos de animales
NO Diapers	NO pañales	NO Furniture	NO muebles
NO Tires	NO llantas	NO Painted Wood	NO madera pintada
NO Plastic Bags	NO bolsas de plástico	NO Dirt	NO tierra
NO Green Waste	NO desechos verdes	NO Brick	NO ladrillo
NO Electronics	NO electrónicos	NO Cement	NO cemento
		NO Palm Fronds	NO hojas de palma
		NO Compostable Bags	NO bolsas compostables

MID VALLEY DISPOSAL

SL CONTAMINATION TAG



WARNING | ADVERTENCIA

☐ RECYCLING *RECICLAJE* ☐ ORGANICS *ORGANICOS* ☐ TRASH *BASURA*
☐ CONTAMINATED *CONTAMINADO* ☐ OVERLOADED *SOBRECARGADO*
☐ SERVICED *VACIADO* ☐ NOT SERVICED *NO VACIADO*

REMOVE CONTAMINATION / EXCESS
ELIMINA CONTAMINACIÓN / EXCESO

Container may not have been emptied due to contamination or overload. Please remove contamination/excess before next service day or call ***(559) 567-0520*** to request additional service.

Es posible que el contenedor no se haya vaciado debido a contaminación o sobrecarga. Elimine la contaminación / el exceso antes del próximo día de servicio o llame al ***(559) 567-0520*** *para solicitar servicio adicional.*

DATE: _____ (FECHA) ACCT #: _____ (# DE CUENTA)

ADDRESS / CITY: _____ (DOMICILIO / CIUDAD)

CONTAINER LOCATION: _____ (UBICACIÓN DEL CONTENEDOR) ROUTE: _____ (RUTA)

CONTAMINANTS FOUND INCLUDE: _____ (LOS CONTAMINANTES ENCONTRADOS INCLUYEN)

RECYCLE NOT ACCEPTED	RECICLAJE NO ACEPTADO
NO Styrofoam	NO unicel
NO Clothes	NO ropa
NO Diapers	NO pañales
NO Tires	NO llantas
NO Plastic Bags	NO bolsas de plástico
NO Green Waste	NO desechos verdes
NO Electronics	NO Electrónicos

ORGANICS NOT ACCEPTED	ORGANICOS NO ACEPTADO
NO Plastic Bags	NO bolsas de plástico
NO Animal Waste	NO desechos de animales
NO Furniture	NO muebles
NO Painted Wood	NO madera pintada
NO Dirt	NO tierra
NO Brick	NO ladrillo
NO Cement	NO cemento
NO Palm Fronds	NO hojas de palma
NO Compostable Bags	NO bolsas compostables

MID VALLEY DISPOSAL
WWW.MIDVALLEYDISPOSAL.COM

4.1.C. **COMMERCIAL SECTOR**

MVD'S EXPERIENCE IN THE COMMERCIAL SECTOR IS SECOND TO NONE.

All Commercial generators within the City (approximately 311 businesses including Multi-Family properties) will receive a brand new 3-container system with SB 1383 compliant labeling and colors. Source-separated recyclable and organic material will be processed at MVD's facilities consistent with the Residential programs. We fully guarantee processing capacity for all material streams.



MVD will conduct a full account audit to verify services provided, waiver application status, and any reporting requirements needed to ensure full compliance with CalRecycle. Our proposal considers additional service accounts and subscriptions that may be required to meet all requirements of AB 341, AB 1826, and SB 1383. Our recycling team has provided support to over 36 jurisdictions regarding waiver application requirements under all three regulations.

✓ AB 341 ✓ AB 1826 ✓ SB 1383



In efforts to assist the City comply with AB 341, AB 1826, and SB 1383 while also increasing the overall diversion rate, MVD's Recycling Department will carry out a compliance campaign. This will consist of gathering current service level data of all Commercial accounts including Multi-Family dwellings. Initially this list will be reviewed to verify compliance numbers of those accounts that fall under the thresholds set by AB 341, AB 1826, and SB 1383. Of those accounts, it will be determined whether they are compliant through subscribed services with either MVD or a 3rd party hauler. Businesses may also be exempt from the law or compliant. The next page contains a sample of what the results would look like after this data collection is complete. For businesses that subscribe to either recycling or organic services, the Recycling Department's implementation process and education are detailed in Section 4.1.A Education and Outreach. For further details regarding city-wide implementation, view the schedule outlined in the Transition Plan portion in Section 4.1.G. Throughout this process, Commercial generators will be assessed to verify if they are subscribed to appropriate service levels.

MVD will provide temporary bin and roll-off services, including, but not limited to, bins for construction and demolition projects in a manner that complies with Cal Green Building Standards (65% minimum diversion rate stipulation at all covered projects). MVD will provide steam cleaning services twice per year at all enclosures where organic waste recycling services are provided. A 3-container system is provided if an enclosure can accommodate it. If not, a 2-container system will be provided with an organics carts stored close to the property.

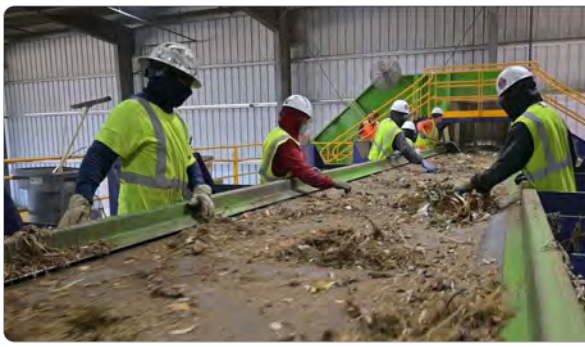
MVD's **Diversion Incentive Program** encourages the community to contribute to the City's diversion efforts. Recycling Coordinators engage residents through contests where they can have their recyclable or organic waste assessed. Winners of the contests receive gift cards or gift baskets and may be featured in a post on MVD's Facebook and Instagram pages. Additionally, Commercial accounts can be selected as Recycler of the Year. Recycling Coordinators and the Operations team will produce a list of businesses that do an exceptional job recycling. These businesses are evaluated by their contamination levels, proper sorting of materials, and their approach towards

recycling and general sustainability. Winners may be recognized at upcoming City Council meetings. The collective effort by businesses and MVD Recycling Coordinators help create a consistent incentive towards recycling and composting.



4.1.D. **INDUSTRIAL SECTOR**

MVD has a variety of resources available to provide temporary bin and roll-off services including, but not limited to, bins for construction and demolition projects in a manner that complies with SB 1383 and Cal Green Building Standards. Materials collected at construction and demolition projects will be transported and processed at MVD's certified transfer station facilities, that meet diversion requirements.



4.1.E. **ORGANIC WASTE RECYCLING SERVICES**

MVD's fully permitted compost facility and transfer station (Kerman, CA) will process all organic waste. This facility meets all CalRecycle requirements, and our compost maintains CDFA certification for organic compost. A full description of the facility can be found in Section 11 of this proposal.



4.1.F. **CITY FACILITIES**

CITY FACILITIES AND PARKS

MVD will provide recurring trash, recycling, and organics recycling services at the 11 City facilities and the City Park listed in the RFP (855 E. Elm Monte Way) at no additional charge. Once per month (or as needed) MVD will provide roll-off service at the City Corporation Yard for the collection of abandoned items. All materials collected at City facilities, parks, and the City Corporation Yard will be transported to MVD's facilities to recover recyclables and process organic waste.



COMMUNITY EVENTS

MVD will provide an appropriate level of 3-container services for discarded materials at the following four (4) community events: Cinco De Mayo, Raisin Day, Independence Day, and the final to be determined by the City. Source separated materials collected at these events will be transported to MVD's facilities for processing and diversion. MVD will provide the City with the appropriate tonnage reports of material collected.

BEAUTIFY DINUBA

Mid Valley Disposal proposes to sponsor two (2) Beautify Dinuba events each year, engaging the entire community in efforts to clean and beautify the city. Beautify Dinuba would be a collaborative initiative between MVD and the community to remove litter, tend to landscape, and eliminate abandoned bulky items. These events foster a sense of community pride and environmental stewardship contributing to the beautification of public spaces.

Public Education and Outreach Program

Public education is essential for the success of organic waste recovery and recycling initiatives. Mid Valley Disposal acknowledges the City's commitment to meeting recycling mandates outlined in AB 341, AB 1826, AB 827, and SB 1383, as well as the requirements for disposal and diversion capacity. We are dedicated to promoting sustainable practices throughout the community and will work closely with the City to integrate educational materials at every opportunity.

The South Valley Recycling Department, led by Thomas Hamon, is well-versed in the requirements for compliance with SB 1383 regulations. Our team of Recycling Coordinators have conducted numerous presentations that help jurisdictions prepare for their planning and implementation of mandated organic recycling programs.



THE SOUTH VALLEY RECYCLING DEPARTMENT WILL ENGAGE WITH THE COMMUNITY THROUGH:

- Effective multi-media education and promotional materials
- Presentations focused on business and civic groups
- Technical trainings for Multi-Family apartments and Commercial businesses
- Interactive school assemblies, classroom visits, and school group activities
- Participation in community activities
- Municipal and media relations

If selected to serve the City of Dinuba, Mid Valley Disposal will appoint a Recycling Coordinator to work closely with the city on compliance and program implementation. This coordinator will aid in launching new services, provide education and outreach to all stakeholders, attend events, schedule presentations, and promote waste reduction initiatives. Thomas Hamon will act as the City Liaison, overseeing daily operations, assisting with required state reporting, and ensuring adherence to contract timelines.

Education and Outreach Implementation

MID VALLEY DISPOSAL WILL MEET MONTHLY WITH KEY CITY STAFF TO DISCUSS:

- Program performance and activities
- Outreach efforts to encourage participation in diversion programs
- Service level changes within the city
- Development of promotional materials
- Participation in community cleanup events
- Monitoring contamination and service messaging



The Public Education and Outreach Program will be developed in collaboration with the city. City-approved slogans and logos will be utilized to unify program activities and foster community engagement.





Annually, or as needed, our Recycling Coordinator will contact businesses, multi-family dwellings, and residents, covering topics like collection service requirements and compliance with SB 1383. We will carry out the following activities to ensure compliance with AB 341, AB 827, AB 1826, and SB 1383:

- **Conduct on-site waste audits for all Service Recipients at least once per year for the first four (4) years of the term of the agreement and a minimum of 25% of all Service Recipients thereafter, with primary focus on those with the lowest program participation or diversion. Summary reports for all on-site audits and on-going AB 341, AB 1826, and SB 1383 compliance reports can be provided to the City.**
- **Educate city staff and service recipients on state legislation and compliance programs.**
- **Provide an annual progress report on the City's discarded materials management.**
- **Deliver city-directed messages through newsletters and billing inserts.**
- **Right-size containers for optimal diversion.**
- **Develop and distribute outreach materials for all service recipients.**
- **Train personnel at Multi-Family and Commercial sites on recycling best practices.**
- **Inform service recipients about available services and programs.**
- **Advise on collection service selection and cost-saving measures.**
- **Educate on participation in recycling and organic diversion programs.**
- **Train staff on effective recycling practices.**
- **Educate staff on internal waste receptacle requirements.**
- **Edible Food Recovery Program Support.**

Mid Valley Disposal will assist the City's Edible Food Recovery Program by identifying and educating Tier One and Tier Two commercial food generators about donation requirements and recovery organizations. Our Recycling Coordinator will ensure compliance with health and safety regulations and assist in creating educational materials regarding these responsibilities.

Government, Community, and Media Relations

THOMAS HAMON AND THE RECYCLING COORDINATOR WILL ACT AS LIAISONS TO THE CITY TO:

- represent Mid Valley Disposal at community events
- attend city council and strategy meetings
- coordinate municipal and contractor activities
- present proposals and ensuring contract compliance
- participate in annual review meetings with the City and CalRecycle
- support local community organizations
- collaborate on community relations efforts

Community Events

Mid Valley Disposal prioritizes community engagement as a cornerstone of a successful Education and Outreach Program. For more details on our approach to engaging all types of generators, please refer to Section 12 in the RFP.







4.1.H **CITY FEES**

We have reviewed the City's required fees as listed in the RFP. Our proposed rates reflect all required fees as indicated in the RFP. MVD will maintain an active business license in the City of Dinuba.

MVD requests the annual SB 1383 Compliance Assistance Fee be due and payable July 1st each year to coincide with budget periods. We would also request any unused portions be used to supplement education and diversion programs for SB 1383.



4.2.A-E **LEGAL REQUIREMENTS**

A. Performance Bond

Upon contract award, MVD will be able to provide the required $250,000 performance bond. We have an established relationship with the Hartford Insurance group for providing performance bonds related to municipal contracts. A letter from the Hartford is included in this section. MVD is also prepared to fund the cash bond requirement of $50,000 upon execution of an Agreement.

B. Ownership of Waste

MVD remains abreast with the laws and regulations surrounding the ownership of discarded materials. We are fully capable of meeting the requirements of the City and any contract provisions. Proactively, we would request approval from the City to dispose of materials at the Tulare County Road 80 landfill. In the event it is impractical due to natural events, traffic incidents, temporary closure, or other unforeseen circumstances, we request approval to dispose at the American Avenue landfill as a secondary option. We understand that we would be responsible for all out of County and SER Fees that apply.

C. Annual Review

MVD has no issues with the City conducting an annual review and welcomes feedback from the community on our services.

D. Term of Agreement

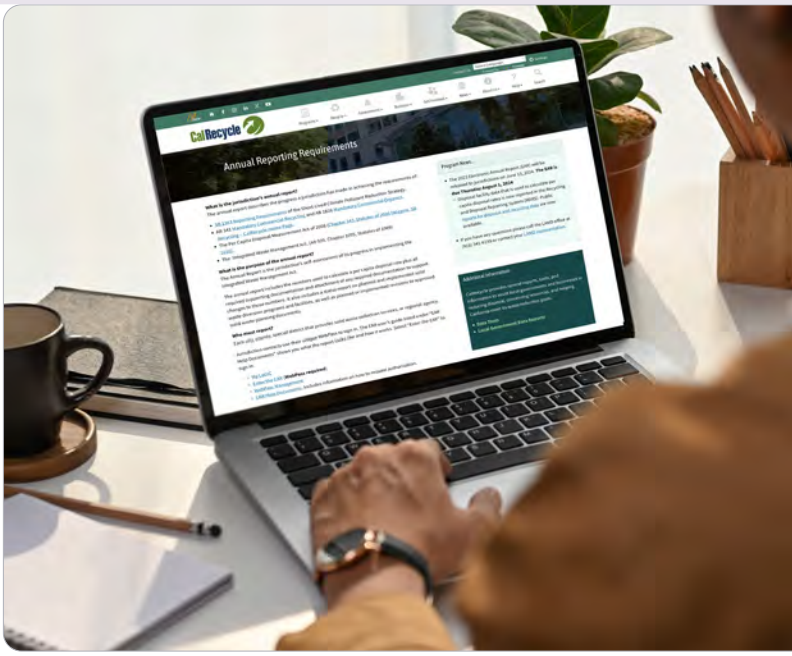
MVD looks forward to a long-term relationship with the City of Dinuba and is ready to execute the term of the agreement as presented in the RFP.

E. Permits, Licenses and Insurance

Mid Valley Disposal maintains all required coverages and insurance limits to execute licenses during the term of the agreement. We will provide the City with all necessary certificates of insurance that meet the requirements of the franchise agreement. A letter from our insurance brokers verifies that we have all required coverages currently in place.



4.3.A **QUARTERLY REPORTS**



Our reporting approach is to act as a point of contact to CalRecycle staff while advocating for the interests of the City. MVD has been praised by CalRecycle for the quality and effectiveness of reporting. It is company practice to present quarterly at city council meetings to support communication on recycling results and initiatives in the community.

Mid Valley Disposal will provide the City with monthly reports within 30 calendars days from the end of the reporting month including:

- ✓ **tonnages hauled and diverted**
- ✓ **gross revenues and gross receipts**
- ✓ **hauler-customer compliance including site assessments and results of contamination tracking program**
- ✓ **educational outreach performed in accordance with AB 341, AB 1826, AB 827, SB 1383**
- ✓ **additional compliance measurements as directed by the City**

4.3.B **ANNUAL REPORTS**

Mid Valley Disposal provides an annual report to the City in the first quarter of the following year in a form approved by the Public Works Director. The annual report is prepared in a manner prescribed by the City.

4.3.C **SB 1383 STUDIES AND COMPLIANCE REPORTING**

We understand that Municipalities often don't have the staff, time, or resources to track and monitor the complicated requirements of AB 341, AB 1826, AB 827, SB 1383 and other industry specific mandates. We know that a franchise hauler should be the primary resource for any City when it comes to data and reporting. That's why, in coordination with a City liaison, we prepare and submit reports on the following:

- ✓ **organic waste collection services**
- ✓ **container contamination minimization program**
- ✓ **waivers and exemptions**
- ✓ **education and outreach program activities**
- ✓ **processing, final disposition of organic waste**
- ✓ **route evaluation studies performed and other collection programs.**



MID VALLEY DISPOSAL ALSO DEVELOPS AND PREPARES REPORTS THAT MAY BE DEEMED NECESSARY BY CALRECYCLE.

ServiceType	4Yds or more	Recycle Service Implemented? NO	YES
COMMERCIAL	NO	732	1592
	YES	187	1647
COMMERCIAL Total		**919**	**3239**
MULTI FAMILY 2-4 UNITS	NO	154	342
	YES	31	71
MULTI FAMILY 2-4 UNITS Total		**185**	**413**
MULTI FAMILY 5+ UNITS	NO	64	211
	YES	88	518
MULTI FAMILY 5+ UNITS Total		**152**	**729**
Grand Total		1256	4381

Service Type	Material	Jul Tons	Aug Tons	Sep Tons	Oct Tons	Nov Tons	Dec Tons	2022 Total
Commercial	Recycle	1,789	2,097	1,950	1,919	2,034	2,318	12,107
Commercial	Organics	260	303	309	330	322	421	1,944
Commercial	Refuse	14,333	16,444	15,587	15,128	15,944	17,038	94,474
Residential	Recycle	2,090	2,249	2,152	2,065	2,333	2,506	13,395
Residential	Organics	3,439	3,871	3,927	3,850	3,914	5,080	24,081
Residential	Refuse	9,401	10,038	9,403	8,941	9,903	10,100	57,787
Roll Off	C&D	1,247	1,391	1,090	1,163	1,062	865	6,818
Roll Off	Mixed Recycle	1,277	1,298	1,211	1,297	1,267	1,114	7,464
Roll Off	Organics	588	636	559	930	726	906	4,345
Roll Off	Refuse	6,954	8,413	7,715	8,255	7,403	7,391	46,131

Grant Assistance

Our team understands how challenging it can be to navigate the grant application process. MVD has a comprehensive background assisting municipalities in securing grants, including the Community Composting for Green Spaces Grant, the Food Waste Prevention and Rescue Grant, the Reuse Grant Program, and the Tire-Derived Product Grant, among others. We are ready and available to provide support and guidance to the City of Dinuba throughout the application process.

See sample letter

MID VALLEY DISPOSAL
WWW.MIDVALLEYDISPOSAL.COM

July 31, 2025
Cal Recycle
801 K Street, MS 19-01
Sacramento, CA 95814

SAMPLE

Subject: Support Recycle Program for City of Dinuba

Dear Grant Administrator,

On behalf of Mid Valley Disposal, I am writing to express support for the City's Recycle Program for consideration of the Cal Recycle FY 2022-23 and 2023-24 Beverage Container Grant Program.

The purpose of this program is to provide resources to encourage and promote recycling in the Community. Recycle containers will be placed at City parks, facilities, and right of ways. The current receptacles at the various locations do not provide recycling opportunities to residents. The City plans on working with Cumulus Media on a Recycle campaign, to promote reduce, reuse, and recycle through the Community on all their stations and on their digital media platform. This will also help boost Cal Recycles success in California leading the nation with 65% diversion rates for all materials. Additionally, providing resources and educating the community will encourage residents as a society to recycle more. This project is in an underserved and disadvantaged community in the state of California.

Thank you for taking the time to review and consider this program application for a Recycle Beverage container award. We appreciate the opportunity to support the City of Dinuba in their efforts to complete this Program.

Sincerely,

Thomas Hamon
Recycling Programs Manager Mid Valley Disposal

15300 W. Jensen Ave. Kerman, CA 93630 | (559) 237-9425

4.4 **INDEMNIFICATION CERCLA**

We are experienced with CERCLA indemnification as a standard component of most franchise agreements as it relates to the Hauler's performance.

As a result of the recent pandemic, and to protect both the City and hauler, we recommend including provisions in the Agreement that allow for the continuation of basic services during government ordered shutdowns or public health emergencies. This allows the hauler to perform necessary services without endangering employees or creating an event of default.



"The Bountiful Hand"

Carved from Sequoia Redwood and dedicated in 1949 by Sculptor Carroll Barnes

4.5 COLLECTION EQUIPMENT

Collection Containers

MVD has longstanding relationships with multiple vendors, including Toter, Sierra, McLaughlin and Wastequip, to leverage the best value and reliability for the City of Dinuba. Containers are available in all required sizes as specified in the RFP. Front end load (FEL) bins have locking capabilities to help combat illegal dumping.

All carts come with a minimum 10-year warranty. MVD has a local maintenance yard for replacing and refurbishing any damaged carts or bins. Our commitment is to respond to customer requests within two business days. MVD's approach is to provide all the necessary customer information either stamped onto the cart or use industrial strength stickers on bins.

SB 1383 compliant labels (what is accepted) and safety information (what is not accepted)



Toter **79264 - 64 GALLON**
GARBAGE ONLY with HOT STAMP





Toter **79296 - 96 GALLON**
ORGANIC WASTE with HOT STAMP





Toter **79296 - 96 GALLON**
RECYCLABLE MATERIAL with HOT STAMP





Collection Vehicles

As the largest family-owned waste hauler in the Valley, MVD has a sustained fleet replacement plan to ensure collection vehicles are retired and replaced consistently. This enables us to ensure the City of Dinuba collection vehicles will be compliant with the specifications in the RFP. Our fleet includes CNG powered FEL, ASL, and Roll Off collection vehicles. Our current specification is for Peterbilt chassis with AMREP bodies. Unit specific data and brochures are provided in this section. Further information regarding reporting capabilities and safety equipment is outlined in Section 7. These collection vehicles provide the best value to the city in reduction in noise, environmental impact, road wear and tear.

MVD'S DINUBA FLEET IS OUTLINED BELOW:

4 AUTOMATED SIDE LOAD COLLECTION VEHICLES

Vehicles will average 140 to 160 container lifts per hour service time. Side Load Collection vehicles have a carrying capacity of 36 cubic yards. Vehicles will transport 2 loads of refuse, 1 load of recycling, and 1 load of organics per service day.



2 FRONT END LOAD COLLECTION VEHICLES

Vehicles will average 14 to 16 lifts per hour service time. Front Load Collection vehicles have a carrying capacity of 40 cubic yards. Vehicles will transport 1 load of refuse and 1 load of recycling per service day.



1 INDUSTRIAL ROLL OFF

Roll Off Operators will average 6 to 9 hauls per day and allow for Monday through Saturday services dependent on seasonality of workflow.



1 DEDICATED FLATBED DELIVERY TRUCK

Bin Delivery operators can provide same day services along with regularly scheduled bulky item pickups, container exchanges and other container related requests.





The Model 520 standard halogen headlamps deliver class-leading forward illumination, while pantograph wipers provide expansive windshield coverage for outstanding visibility.

The Model 520 is designed for maximum versatility and is available in left-hand drive, right-hand drive, dual-seated and right-hand stand-up configurations.

The interior features an ergonomic dash design with LED-backlit gauges, a driver information display and easy-to-reach rocker switches.







MODEL

520

THE UNDISPUTED REFUSE CHAMPION.

Available in four driving configurations, the Model 520 is the clear choice for automated front loader, side loader and rear loader operations. The rugged all-aluminum cab provides exceptional durability and low maintenance. Powertrain options include the PACCAR MX-11, PX-9 and several natural gas options ideally configured for your specific application. An RP170 connection as well as a joystick mounting pad come standard for seamless body integration. The driving position and ergonomic dash and center console provide an optimum work environment with commanding views of the road and easy access to instruments and controls. Whether for commercial or residential refuse applications, the Model 520 is proven like no other low cab forward in the market today.

The center console features angled control panels that allow full visibility and easy access to controls from either side of the vehicle.

The Model 520s center console provides excellent connectivity for body controls and allows easy access to service points for maximum uptime.

The Model 520 comes standard with the PACCAR 20K steer axle. Designed for demanding vocational applications, the PACCAR steer axle is lightweight and durable and provides excellent maneuverability.







AMREP inc.

HX450FL

40 - 42 YARD

STANDARD BODY SPECIFICATIONS

Body Construction
Entire Body Shell: 1/8”, 4mm or 3/16“ Hardox 450
Hopper Sides: 4mm or 3/16” Hardox 450
Rear Door: 1/8” Hardox 450

Lifting Mechanism
14 - 18 Second Cycle Time
1 - 8 Cu Yd Capacity
Side Pocket Foks With Dock Loading Capability
8,000Lb Lifting Capacity
Replaceable Bronze Insert X-Shaft Bushings

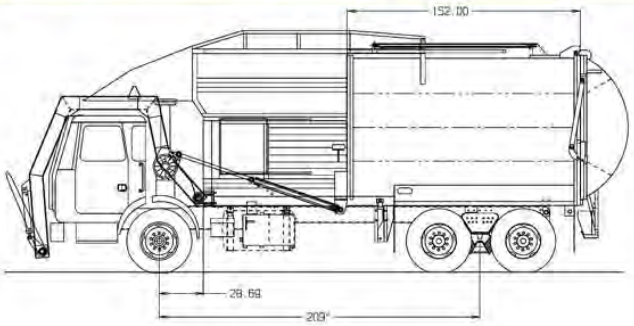
Packing System
High Blade or Low Blade With Follower
(Low Blade With Follower Requires Horizontal Exhaust)
Selectable Pack Cycles
Follow Plate to Prevent Spillage Behind Blade
Full Eject or Hoist To Dump

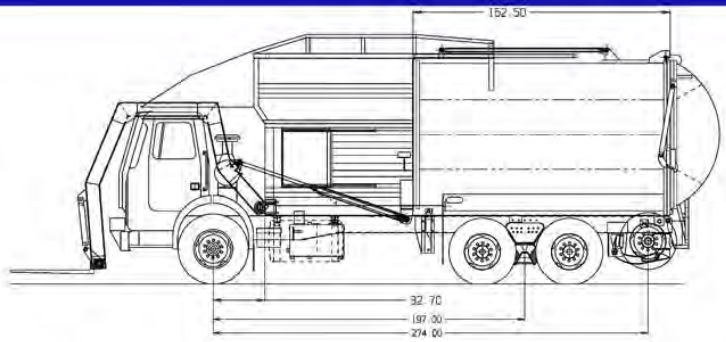
Electrical System
Computerized Packing System
Packing Function Display
Harnessed Wiring
Weather Resistant Quick Connectors



AMREP INC. 1555 S. CUCAMONGA AVE, ONTARIO, CA (909) 923-0430 www.amrepinc.com

HX450FL





BODY CONSTRUCTION
Body Shell - 1/8", 4mm or 3/16" Hardox 450

HOPPER CONSTRUCTION
Lower Sides - 4mm or 3/16" Hardox 450
Upper Sides - 4mm Hardox 450

HYDRAULIC REAR DOOR
Hydraulic Actuated Single Rear Steel Convex Door
Door Sheets - 1/8" Hardox 450

CAB CANOPY
Sides And Top - 14 Gauge Mild Steel

PACKER FOLLOWER (Low Blade Only)
Attached To Top Of Packer Blade To Prevent Refuse From Collecting In Front Area Of Body
Follower Cover - 10ga High Tensile Steel (Low Blade Only)

PACKER BLADE
Push Type "A" Frame Box With Shoes to Slide In Full Length Channel Guides On Body Floor
Face - 1/4" Hardox 450
Sides - 3/8" Mild Steel
Length - 30"
Width - 80"
Height - 60" (High Blade - 84")
Guides - 6 x 15.3# Channel Full Length Of Body
Wear Guides - Hardox 500 Wear Plate

LADDER
Right Side Of Body To Provide Access To Body Roof With PTO Lockout When In Use

LOADING MECHANISM
8,000Lb Capacity, Rectangular Tubing With Flat Bar Straps And Reinforcement Gussets

FORKS, CROSS SHAFT & BEARINGS
Side Pocket Forks 6 1/2 x 1 1/4 x 51"
Cross Shaft - Cold Drawn Seamless Tubing
Tubing - 3 1/2" O.D. x 1/2" Wall 80,000psi
(2) Bronze Bushings Grooved For Lubrication
Bushing Size - 4 1/2 x 3 1/2 x 2 1/2

ARM CROSS SHAFT & BEARINGS
Cold Drawn Seamless Tubing, Bolt On Mounting 4 1/2" x 1/2" x 80,000psi (3/4" & 1" Optional)
Mounting - "U" Bolt Half Cap Wall Mounted
(2) Full And (1) Half Bronze Bushing Grooved For Lubrication
Full Bushing - 6"O.D. x 4 1/2"I.D. x 6"Long

DECELERATION VALVE
To Allow Maximum Operating Speeds Without Driver Correction

CONTAINER STOPS
Rubber Pads Mounted Inside Forks At Shaft

HOSES AND FITTINGS
HD Double Wire Braided Parker 100r2 SAE Hose With Jic Fittings
Zinc Dichromate Seamless Steel Tubing

RESERVOIR
60 Gallon Capacity With Breather Cap Shut Off Valve And Tank Drain Plug
A 20-Micron Return Line Filter Cartridge With A 20PSI Bypass Valve
Vertical Baffles, 150-Micron Re-usable Suction Filter

CONTROLS
Air Controls Mounted In Cab To The Right And Forward Of Operator And Outside On The Street Side Of The Body

CONTROL VALVE
Commercial A-35 With Built In Relief Valve

POWER SOURCE
Front Mount Or Transmission Mounted Gear Pump

PACKER CYLINDERS
(2) Three Stage Telescopic, Double Acting, All Chrome Stages
1st Stage (Pack) - 6 1/2"I.D.
2nd Stage (Eject) - 5" I.D.
3rd Stage (Eject) - 3 1/2" I.D.
Stroke - 162 3/4"

ARM CYLINDERS
(2) - Single Stage, Double Acting
Bore - 4" Stroke - 48 3/8" Rod - 2" Chrome

FORK CYLINDERS
(2) Single Stage, Double Acting
Bore - 3" Stroke - 21" Rod - 1 1/4"

REAR DOOR CYLINDERS
(2) Single Stage, Double Acting
Bore – 2 ½" Stroke – 35" Rod – 1 1/4" Chrome

HOPPER COVER CYLINDER
(1) Single Stage, Double Acting
Bore - 2" Stroke - 93" Rod - 1 1/4" Chrome

HYDRAULIC OIL
Anti-Wear, Corrosion, Oxidation And Foam Inhibitors
ISO Viscosity Grade - 46
API Gravity - 31
Viscosity - 220 @ 100Deg. F
Flash Point - 430 Deg. F

LIGHTS
Standard ICC Lights And Reflectors Conforming To California State Vehicle Code. "Truck-Lite" Tail, Stop, Back Up And Directional Lights

MID BODY TURN SIGNAL
Directional Lights Mounted At Mid-Point Of Body

REAR DOOR LIQUID CATCH
Steel Construction Installed Under Rear Door To Prevent Liquid Spill

CLEAN OUT DOORs
Two Doors At Front Of Body 10" x 31" (Low Blade Only)
Full Access Door On Street Side Of Body (High Blade Only)

OPTIONS - LIGHTING
Ecco Strobe On Rear Door
4 Additional Rear Flashing Lights
2 Rear Mounted Spot Lights
1 Additional Rear/Center Mounted Brake Light

OPTIONS - SAFETY
Fire Extinguisher
Triangle Road Kit
Spill kit

OPTIONS - CAMERA SYSTEMS
1 Camera Rear
2 Camera Rear / Right Cab
4 Camera Rear / Left Cab / L-R Alley

STEEL SPECIFICATIONS
Tensile Strength - 180,000 psi
Tensile Yield - 145,000
Brinell - 450

ESTIMATED BODY WEIGHT
16,700 Lbs
(Options May Affect Total Body Weight)
Lighter Bodies Available With Material Modifications

AMREP INC. 1555 S. CUCAMONGA AVE, ONTARIO, CA (909) 923-0430 www.amrepinc.com

AMREP inc.

HX450ASL

36 - 40 YARD

STANDARD BODY SPECIFICATIONS

Body Construction
Entire Body Shell: 1/8” Hardox 450
Hopper Sides: 4mm Hardox 450
Rear Door: 1/8” Hardox 450

Automated Loading Mechanism
Extension: 109“
Extension Dump Range: 0” - 109”
8 - 10 Second Dump Cycle
Clamp Container Capacity: 30/60/90 Gal
Self Leveling Clamp System With No “Kick Out”
800 - 1200 Homes Per Day
Built In Can Counter

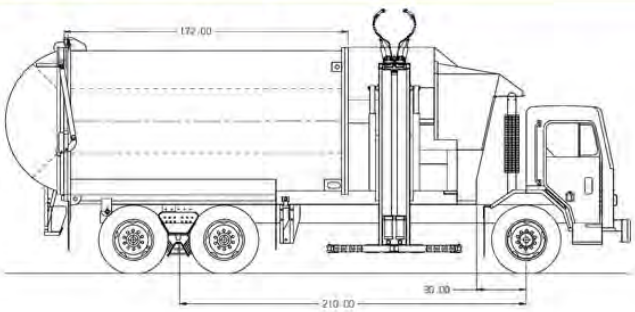
Packing System
Patented Dual Blade Packing/Ejection System
Selectable Pack Cycles
Follow Plate to Prevent Spillage Behind Blade

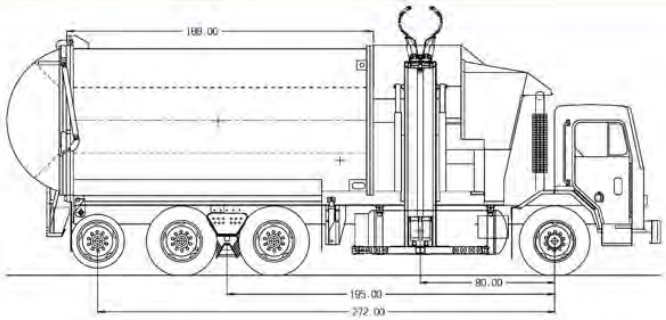
Electrical System
Computerized Packing System
Packing Function Display
Harnessed Wiring
Weather Resistant Quick Connectors



AMREP INC. 1555 S. CUCAMONGA AVE, ONTARIO, CA (909) 923-0430 www.amrepinc.com

HX450ASL





BODY CONSTRUCTION
Body Shell - 1/8" Hardox 450

HOPPER CONSTRUCTION
Hopper Sides - 4mm Hardox 450
Hopper Floor - 3/16" Mild Steel (Beneath Dump Blade)
Dump Blade (Useable Floor) - 1/4" T-1

HYDRAULIC REAR DOOR
Hydraulic Actuated Single Rear Steel Convex Door
Door Sheets - 1/8" Hardox 450

CAB CANOPY
Side And Top - 14 Gauge Mild Steel

PACKER FOLLOWER
Attached To Top Of Packer Blade To Prevent Refuse From Collecting In Front Area Of Body
Follower Cover - 3/8" High Tensile Steel

PACKER BLADES
Double Blade Design With Both Blades On Automatic Cycle
The Dump Blade (Secondary Floor) Is 15 3/8" High X 70" Wide 1/4" T-1
The Top Blade Uses 2 Single Stage Cylinders Cross Mounted 5.25" O.D. The Lower Eject Blade Uses 1-Three Stage Telescopic Cylinder To Eject The Load
Packer Face Plate - 1/4" T-1 Steel
Packer Sides - 3/8" T-1 Steel
Packer Width - 71"
Packer Height - Total Of 36"
Packer Guides - 4 On Top Of Blade, 2 On Bottom Blade With Hardox Wear Strips - Hardox 500

LADDER
Right Side Of Body To Provide Access To Body Roof With PTO Lockout When In Use

AUTOMATED LOADING MECHANISM
Ramp With Carriage Powered By Hydraulic Motor Self Leveling Clamp Mechanism

DECELERATION VALVE
To Allow Maximum Operating Speeds Without Driver Correction

REACH
109" Maximum

ADAPTABILITY
Right Side Of Body To Provide Access To Body Roof With P.T.O. Lockout When In Use

HOSES AND FITTINGS
HD Double Wire Braided Parker 100r2 SAE Hose With Jic Fittings
Zinc Dichromate Seamless Steel Tubing

RESERVOIR
60 Gallon Capacity With Breather Cap Shut Off Valve And Tank Drain Plug
A 20-Micron Return Line Filter Cartridge With A 20PSI Bypass Valve
Vertical Baffles, 150-Micron Re-usable Suction Filter

HYDRAULIC CONTROLS
Air And Electric Operated Controls Mounted In Cab To The Right And Forward Of Operator And To The Left And Forward Of The Operator
Electric/Air Auto-Pack Controls For Packer Blade

CONTROL VALVE
Commercial A-35 With Built In Relief Valve

POWER SOURCE
Front Mount Double Pump Or P.T.O.

PACKER CYLINDERS
(2) Single Stage, Double Acting Chrome
Bore – 4 ¾"
Stroke – 57"
Rod - 2 1/2" Chrome

EJECT CYLINDER
(1) – Three Stage Telescopic, Double Acting, All Stages Chromed
1st Stage (Pack) – 5 ½"ID
2nd Stage (Eject) – 4 ½"ID
3rd Stage (Eject) – 3 ½" Bore
Stroke – 162 ¾"

REAR DOOR CYLINDERS
(2) Single Stage, Double Acting
Bore – 2 ½"
Stroke – 35"
Rod – 1 ½" Chrome

LIGHTS
Standard ICC Lights And Reflectors Conforming To California State Vehicle Code. "Truck-Lite" Tail, Stop, Back Up And Directional Lights

MID BODY TURN SIGNAL
Directional Lights Mounted At Mid-Point Of Body

REAR DOOR LIQUID CATCH
Steel Construction Installed Under Rear Door To Prevent Liquid Spill

CLEAN OUT DOOR
Two Doors At Front Of Body

OPTIONS - LIGHTING
Ecco Strobe On Rear Door
4 Additional Rear Flashing Lights
2 Rear Mounted Spot Lights
1 Additional Rear/Center Mounted Brake Light

OPTIONS - HOPPER COVER
Hydraulically Operated

OPTIONS - SAFETY
Fire Extinguisher
Triangle Road Kit
Spill kit

OPTIONS - CAMERA SYSTEMS
1 Camera Rear
2 Camera Rear / Hopper
3 Camera Rear / Hopper / Left Cab
5 Camera Rear / Hopper / Left Cab / L-R Alley

HARDOX 450 SPECIFICATIONS
Tensile Strength - 180,000 psi
Tensile Yield - 145,000
Brinell - 450

ESTIMATED BODY WEIGHT
15,500 Lbs
(Options May Affect Total Body Weight)
Lighter Bodies Available With Material Modifications

AMREP INC. 1555 S. CUCAMONGA AVE, ONTARIO, CA (909) 923-0430 www.amrepinc.com

CART FEATURES

Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.

INDUSTRY-LEADING Toter 12-YEAR BODY WARRANTY



Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8” axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Factory-installed 360° rotating steel stop bar is compatible with semi-automated garbage collection trucks.

Rugged wheels make maneuvering a breeze – even when completely full.

Advanced Rotational Molding™ creates a stronger cart that is built for toughness and maximum resistance.

MADE WITH RECYCLED MATERIALS 100% RECYCLABLE

- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection

OPTIONS

- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels

SIERRA SERIES
Rollout Carts

The Sierra Line of Rollout Carts
has been designed by industry experts to improve overall functionality and long term durability to support all types of waste, recycling and organics collection programs.

- Our injection process uses high density polyethylene (HDPE) that yields precise design features and strength in critical wear areas
- UV stabilized against the long-term effects of the sun
- Manufactured with **prime resin**
- Designed for easy assembly and requires no bolts or holes that could potentially leak
- Ergonomically designed to be user friendly while maximizing wind stability



95 Gallon

65 Gallon

SPECIFICATIONS

Dimension	95 Gallon	65 Gallon
Length (Depth)	33.5"	27.75"
Width	28.00"	25.00"
Height w/ Lid	44.25"	41.75"
Height w/out Lid	41.00"	38.5"
Wheel Diameter	10" Diameter	10" Diameter
Axle	3/4" Diameter	3/4" Diameter
Load Rating	332.50 lbs.	227.50 lbs.
Assembled Weight	35.00 lbs.	30.00 lbs.
Units Per Stack	12/13	12
TL Quantity (53')	648/702 *	816 *
Assembly Required	Snap On Wheels & Axles Only	

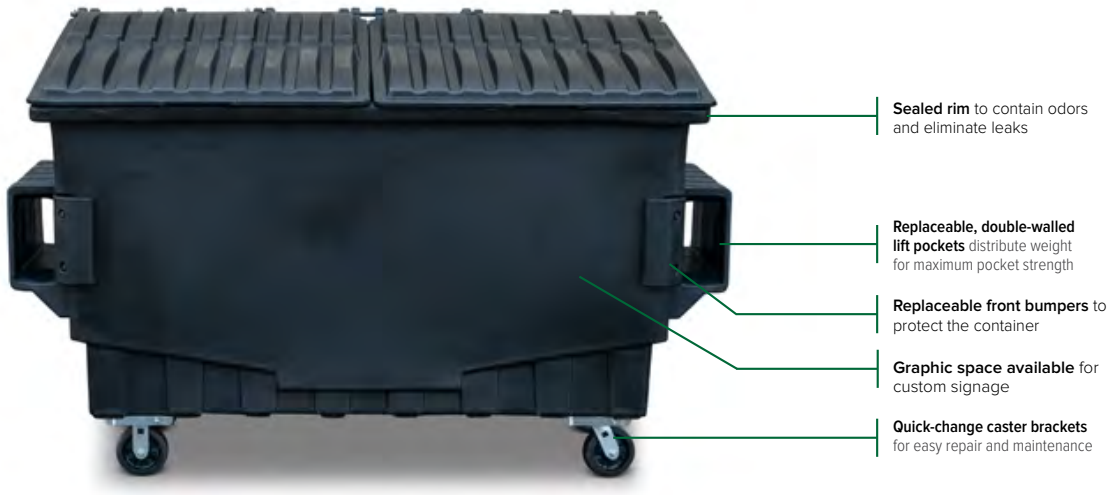
Certifications / Warranty

- ✓ 10-year warranty on both 95 & 65 Gallon Models
- ✓ 20-year life expectancy, designed for the most rigorous environments
- ✓ Meets all American National Standards Institute (ANSI) requirements for safety and lifter compatibility (ANSI Z245.30 & Z245.60)
- ✓ 100% Recyclable

Toter®

NEW TOTER FR SERIES

- Steel rod reinforcement and ribbed bottom wear chimes for enhanced durability
- Double-walled lift pockets to distribute weight for maximum pocket strength
- Integrated bumpers to protect the container for long life




Replaceable, double-walled lift pockets for easy maintenance


Optional comfort & grip handles for easy maneuverability


Replaceable double-walled bumpers for long-lasting durability

					Unassembled		Assembled	
Part	Description	Size (L x D x H)	Load Rating	Weight	Containers Per Stack	53' t/l Quantity	Containers Per Stack	53' t/l Quantity
FR010	1-cubic-yard FEL*	82.3" x 38.0" x 38.8"	750 lbs/340.91 kg	192 lbs.	6	96	4	60
FR020	2-cubic-yard FEL*	82.3" x 43.1" x 52.8"	1000 lbs/454.55 kg	231 lbs.	5	80	3	45
FR030	3-cubic-yard FEL*	82.3" x 51.1" x 61.9"	1,500 lbs/681.8 kg	280 lbs.	4	64	2	24
FR040	4-cubic-yard FEL	82.3" x 60.5" x 67.4"	2,000 lbs/909.1 kg	315 lbs.	3	30	2	20

*Dimensions include casters.

Part	Post-Mold Graphic	Drain Plug	Lock Bar (Manual or Automatic)	No Casters	6" Standard Casters (2 Swivel, 2 Rigid)	6" Standard Casters (All Swivel)	6" HD Casters (2 Swivel, 2 Rigid or All Swivel)	8" Standard Casters (All Swivel)	Caster Mounting Pads Only	Bumpers
FR010	●	●	●	●	S	●	●	●	●	S
FR020	●	●	●	●	S	●	●	●	●	S
FR030	●	●	●	●	S	●	●	●	●	S
FR040	●	●	●	S	●	●	●	●	●	S

S = standard ● = optional

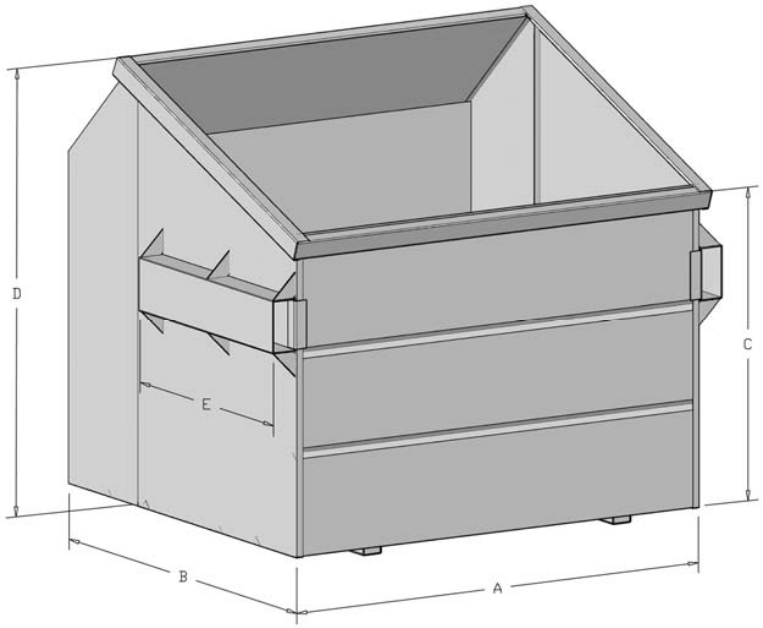
CONFAB
A California waste container company

Humpback Container



Dimensions and Drawing

PRODUCT #	SIZE	A	B	C	D	E
11520	4 YD	72"	54"	42"	55"	41.5"
9112	5 YD	72"	66"	42"	57"	41.5"
9108	6 YD	72"	66"	50"	69"	41.5"
10073	7 YD	72"	72"	55"	73"	50.5"
9107	8 YD	72"	72"	56"	89"	50.5"



14620 Arminta Street
Van Nuys, CA 91402
800.635.8335

CONFAB
A California waste container company

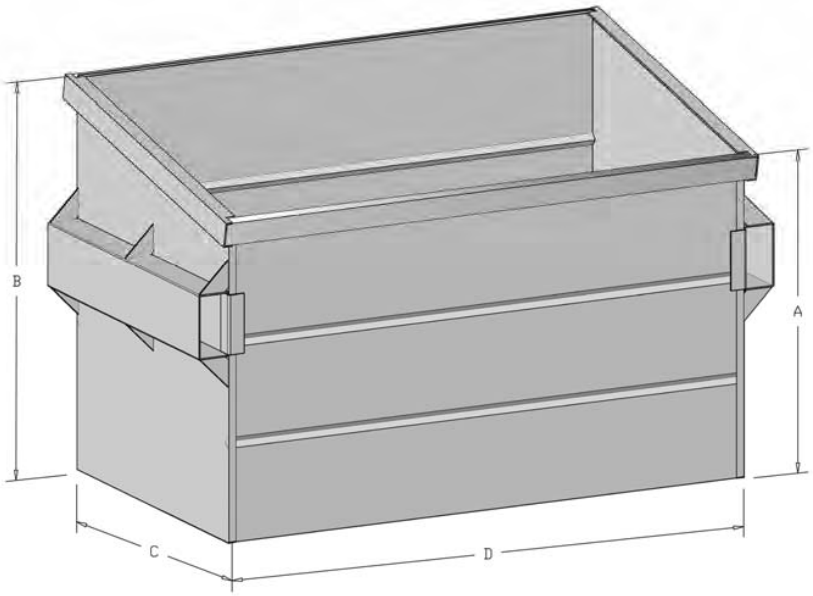
Pitch Top Front Load Container



Dimensions and Drawing

PRODUCT #	SIZE	FRONT HEIGHT	BACK HEIGHT	WIDTH	LENGTH
		A*	B*	C	D**
9001	1.5 YD	29.5"	34.5"	29.5"	72"
9002	2 YD	34.5"	41.5"	34.5"	72"
9005	3 YD	41.5"	50.5"	41.5"	72"
9007	4 YD	46"	57"	50.5"	72"

* Casters add 8" to height
** End loader = 80"



14620 Arminta Street
Van Nuys, CA 91402
800.635.8335

FRONT LOAD CONTAINERS



-Pitch Top
-Flat Top
-Humpback

Standard Features -
*14 Gauge - Container
*12 Gauge - Banding
*10 Gauge Fork Pockets
*10 Gauge Gussets & Caster Plates
*7 Gauge Bumper Pads
*Plastic Lids - Single Wall PRT
*6" MOR Casters or Channel Skids (Humpbacks)
*Lid Holders, Optional
*Prime Steel
*12 Gauge - Bottoms
*Lap-Formed Seams - 16" Inseam Weld
* 1 1/2" Drain Plug - Bottom-Right-Center
*Rust Inhibitive Primer - In & Out, OR, Underseal Inside
*Finish Coat-Industrial Enamel
****2 Year Warranty****





Options -
LIDS - Double Wall Plastic - Metal - Bear Resistant - Recycling
LID LOCKS/LID SAVERS - Manual or Automatic
CASTERS - Polyurethane - Polyolefin - Pneumatic - Steel - MOR
CASTER PLATES - Heavier - U-Shape - Wrap Around - Quick Release
RECYCLING - Dividers or Baffles
HEAVIER GAUGE - Bottoms or Entire Container
ID WELD/STENCIL - Serial #'s - Names - Capacities - Tare/Net Wt's
FORK POCKETS - Entry Gussets - Channel Straps - Channel Covers
Handles - Lifteyes
PAINT AND PRIMER - Various Options Available

McLAUGHLIN WASTE EQUIPMENT, INC.

11900 E. Locke Rd.
Lockeford, Ca. 95237
Office: (209) 367-8810
Fax: (209) 367-8629
www.mwecans.com

CONFAB
A California waste container company

Standard Rectangular Roll-Off Container





STRONG, RUGGED, RELIABLE

Standard Specifications

- Horizontal "V" ribs on 12" centerlines.
- 3" X 3" (10 GA) structural tubing top headers and floor sills (no water traps).
- "Dog House" style hook-up with heavy duty snatch hook.
- 4" X 6" Nose rollers with grease fittings and 1 1/2" axles.
- 6" Structural channel gusseted main rails.
- 12 GA double doors with 1" lock bars and door header (1' taller than sides).
- Safety chain with hooks for holding doors open.
- 2" X 3" Structural tubing door hinge posts.
- 3" Structural channel floor members with 24" centerlines.
- Formed side posts with 24" centerlines.
- Tarp hooks between every other post (12" above floor).
- Formed ladder with gussets for added strength. OSHA compliant.
- Mitered corners to protect tarps.
- Gusseted front corners for strength.
- 10" X 8" Stationary steel wheels with grease fittings. Stands also available.
- Roll-off interior and exterior coated with rust inhibitive alkyd primer.
- Roll-off exterior painted your choice of standard color with alkyd enamel paint. Some colors may be extra.
- Bottom coated with automotive underseal.

8613 Mulberry Avenue
Fontana, CA 92335
800.635.8335

con-fab.com

Rectangular Roll-Off



Standard Features:

- 14 Ga Front and Sides
- 12 Ga Floor
- 12 Ga Formed Posts (24" Center)
- 12 Ga Camlock or T-Lock Doors
- 8" x 8" Bogey Wheels Front and Rear
- 6" Main Channel Rails or 5" I-Beam
- 3" Channel Cross Members (24" Center)
- 3" x 3" Tubing Header & Floor Sill (with Drainage)
- Mitered Corners with Corner Brace to Protect Tarps
- Manufactured using Prime Steel
- Rust Inhibitive Primer (In & Out) and Underseal (Bottom)
- Industrial Enamel Finish Coat

Heavy Duty Features:

- 12 Ga Front and Sides
- 12 Ga Formed Posts (16" Center)
- 10 Ga Floor
- 3" Channel Cross Members (16" Center)
- 3" x 3" x .188" Tubing Header

Additional Options Upon Request:

- One Piece or Water Tight Door
- Rolling, Flip, or Recycling Roof
- Custom Wheels or Stands
- All Types of Hook-Ups Available
- Tarp Rails, Push Plates, Lift Eyes, and Dividers
- Custom Paint & Primer
- ID Weld or Stencil

McLaughlin Waste Equipment, INC.
11900 E. Locke Rd. Lockeford, Ca 95237
Office: (209) 367-8810 Fax: (209) 367-8629
www.mwecans.com

4.6 SPECIAL WASTES

A. CONSTRUCTION AND DEMOLITION

Mid Valley Disposal has implemented extensive C&D programs throughout our service areas. Construction and Demolition materials hauled by MVD are taken to our Material Recovery Facility to sort and separate recyclables that are available to market. An essential component to a successful C&D recycling program is to assign an exclusive hauler for all future C&D programs. MVD will track and calculate the tons of waste leaving the project and calculate the waste diversion rate for the project. The Project Manager will receive an updated monthly report from MVD on gross weight hauled and the waste diversion rates.



B. BULKY ITEMS AND E-WASTE

MVD understands that bulky items and e-waste can be a nuisance and has a substantial background managing the collection of these items.

Residents will have the opportunity to dispose of bulky items at both community clean-up events per year. Fliers will be distributed to residents prior to the event informing them of event details and allowable materials. MVD will coordinate with the City on event logistics, including traffic flow and safety precautions. Recyclable and organic wastes will be separated by type for swift transportation to the appropriate diversion facility. E-waste, batteries, mattresses, and tires will also be collected and processed in partnership with E-Recycling of California and the Council for Mattress Recycling.

MVD will establish a process with the City to remove bulky items as directed by municipal authorities.





C. ENVIRONMENTAL COMPONENT

Mid Valley Disposal has been successful in avoiding negative environmental impact when executing these programs. MVD will operate under their current CUP and other facility permits, which needs no modifications to accept the additional materials generated from Dinuba.

Outlined below is an overview of MVD's procedures for identifying and handling hazardous waste disposal within the municipal solid waste stream:



1. Customers receive HHW disposal education from the Outreach Team. When hazardous waste is identified in containers, it is tagged by the Driver and rejected until the hazardous waste has been removed. Drivers are trained to identify these materials and tag requirements.
2. E-waste collected at MVD facilities is managed through an approved E-Recycler vendor that follows MVD's Electronic Waste Handling and Processing Procedures. E-waste is separated by CRTs, CEW's, and CPU's and placed in covered, vendor approved containers. The e-waste is collected throughout the year and reported annually to CalRecycle and DTSC.
3. Universal Waste, such as batteries and light bulbs, are collected throughout the year at each MVD location. Items are labeled, stored, and disposed of according to local, state, and federal regulations.
4. Hazardous Waste generated by MVD's maintenance team are collected by type in designated containers and disposed of in accordance with local, state, and federal regulations. MVD mechanics and technicians are trained yearly in the Globally Harmonized System and facility specific Hazardous Materials Business Plans.
5. Miscellaneous Hazardous Waste that unintentionally ends up in Mid Valley Disposal's MRF is removed from the material pile, placed into a designated storage area, labeled, stored, and disposed of in accordance with local, state, and federal regulations. MRF employees and operators are trained on how to identify hazardous waste, and complete load inspections per the Solid Waste Permit.

D. HOUSEHOLD HAZARDOUS WASTES (HHW)

MVD will support Tulare County in their public education and outreach efforts by notifying City of Dinuba single- and multi-family residents and commercial businesses about approved Household Hazardous Waste (HHW) drop-off sites and upcoming collection events.

MVD will partner with Tulare County's HHW Program and/or an approved hazardous waste hauler to implement a HHW drop-off program at two (2) annual clean-up events, one in the spring and one in the fall. Accepted HHW items at these events will include used oil, batteries, electronic waste, and light bulbs. The approved hazardous waste hauler will properly accumulate, label, and dispose of the HHW in accordance with local, state, and federal regulations. MVD will cover all costs associated with the collection and disposal of HHW during these events.

E. DISASTER PREPAREDNESS:

In the face of potential disasters such as large fires, earthquakes, or other emergency events, Mid Valley Disposal ensures robust preparedness to support the community. MVD is equipped to swiftly provide essential waste management services, including the distribution of bins to manage the sudden influx of debris and refuse. Additionally, MVD offers specialized services such as the deployment of roll-off containers for large-scale clean-up efforts, rapid removal of debris to prevent further contamination, and flexible scheduling to accommodate the increased demand for waste collection. Our trained personnel are ready to assist with emergency response operations, ensuring that the material is safely and efficiently managed, contributing to the overall recovery and resilience of the affected community.





4.7 TRANSFER STATION AND DIVERSION FACILITY CAPABILITIES

Mid Valley Disposal is uniquely positioned to use our network of facilities to transfer and process organic and recyclable materials. We also have long-term disposal agreements with surrounding landfills. Through our local truck depots and transfer facilities, we can offer better efficiency and faster response times for collection operations in the City of Dinuba.

Please see Section 11 of this proposal for detailed descriptions of our transfer and processing facilities. The locations below identify the disposal, processing, and transfer sites we anticipate using to service the City of Dinuba.

Kingsburg Transfer Station

Address: 1535 Avenue 392 Kingsburg, CA 93631

Hours of operation: Monday-Friday 8:00am-2:30pm

Materials Accepted: Solid Waste, C&D, Organics (Food Waste and Green Waste), Wood, Mixed Recyclables, Metals, Tires, Mattresses, White Goods and Bulky Items

Contact: Isaac Kulikoff (559) 237-9425

Visalia MRF | Transfer Station

Hours of operation: Monday-Friday 8:00am-4:00pm ***Closed to the public***

Contact: Jonathan Kalpakoff (559) 237-9425

Visalia Landfill

Address: 33036 Road 80, Visalia, CA 93291

Hours of operation: Monday-Friday 7:00am-3:00pm; Saturday 8:00am-4:00pm

Materials Accepted: Solid Waste, C&D, Yard Waste, Wood, Tires, White Goods and Bulky Wastes

Contact: (559) 624-7000

Elm Ave MRF | Transfer Station

Address: 2721 S Elm, Fresno, CA 93706

Hours of operation: Monday-Friday 7:00am-5:00pm; Saturday 7:00am-12:00pm

Materials Accepted: Solid Waste, C&D, Organics (Food Waste and Green Waste), Wood, Mixed Recyclables, Metals, Tires, Mattresses, White Goods and Bulky Items

Contact: Jonathan Kalpakoff (559) 237-9425

Kerman Transfer Station | Composting Facility

Address: 15300 W Jensen, Kerman, CA 93630

Hours of operation: Monday-Friday 7:00am-5:00pm; Saturday 7:00am-2:00pm

Materials Accepted: Solid Waste, C&D, Organics (Food Waste and Green Waste), Wood, Mixed Recyclables, Metals, Tires, Mattresses, White Goods and Bulky Items

Contact: Jonathan Kalpakoff (559) 237-9425

American Ave Landfill

Address: 18950 W American Ave., Kerman, CA 93630

Hours of operation: Monday- Friday 7:00am-3:00pm; Saturday 8:00am-2:30pm

Materials Accepted: Solid Waste and Recycling

Contact: (559) 600-4259

4.8 ORGANIC WASTE & LANDFILL DISPOSAL CAPACITY / DISPOSAL DIVERSION CAPACITY

Mid Valley Disposal plans to use the facilities described in Section 11 of this proposal. Not only are these well-established facilities with good compliance records, but they also have the capacity to meet the City's needs well beyond the term of this agreement.

As with all our cities, MVD can guarantee organics processing capacity for Dinuba at our facility in Kerman to meet the requirements of SB 1383.

We continue to invest in our broad operation to adapt to both legislation and the needs of the cities we service.

See Section 11 for a detailed profile of MVD facilities designed for compliance with SB 1383 regulations and projected tonnage capacity that meets the needs of Dinuba.





Joseph Kalpakoff | President and CEO

Education: Bachelor of Science, Arizona State University
Mass Communications; Minor, Business Administration

As President and CEO of MVD, Joseph is the steward of the family business built on four generations of service in the solid waste industry. He oversees all major day-to-day operations across Mid Valley Disposal. As an influential industry leader, Joseph stays engaged with local and state regulating agencies that may impact the industry, MVD's operations, and subsequently the jurisdictions MVD services. He is President of the California Waste Haulers Council and has participated in statewide panels on recycling industry issues. Joseph was recently appointed to the Statewide Commission on Recycle Markets and Curbside Recycling to make recommendations on achieving statewide objectives under AB 1583.

IMPLEMENTATION EXPERIENCE

Joseph has spent over 24 years managing and implementing solid waste services under municipal franchise agreements in the Central Valley. He has overseen the development and implementation of recycling and organics diversion programs for 36 jurisdictions. Joseph attends pre-bid meetings and oversees all RFP processes.

If selected, Joseph assembles and oversees the implementation team, requiring accountability to ensure strict adherence with contract requirements and jurisdiction expectations. He works side by side with each department manager during implementation to ensure the accuracy and timing of each start-up task.

YEAR	MUNICIPALITY	INCUMBANT HAULER	SERVICES
2000	City of Avenal	Waste Management	Residential and Commercial
2001	City of San Joaquin	Waste Management	Residential and Commercial
2003	City of Mendota	Waste Management	Residential and Commercial
2001	City of Huron	Waste Management	Residential and Commercial
2006	County of Fresno	Multiple Haulers	Residential and Commercial
2008	City of Firebaugh	Firebaugh Disposal	Residential and Commercial
2008	City of Kerman	Republic Services	Residential and Commercial
2011	City of Fresno Commercial - Zone 2	City Hauled	Commercial and Multi-Family
2014	City of Kingsburg	Waste Management	Residential and Commercial
2021	City of Los Banos	Republic Services	Residential and Commercial
2021	City of Reedley	City Hauled	Residential and Commercial
2022	City of Gustine	Gilton Solid Waste	Residential and Commercial
2022	City of Dos Palos	Republic Services	Residential and Commercial
2023	City of Atwater	Republic Services	Residential and Commercial
2024	City of Selma	Waste Management	Residential and Commercial
2024	City of Orange Cove	Peñas Disposal Service	Residential and Commercial

KEY RESPONSIBILITIES | 2000 - CURRENT

- Oversees senior management team and approves operational processes
- Oversees execution of all agreements and leads the strategy for RFP responses
- Sets vision and promotes company's values that guide day-to-day operations
- Engages in various community programs and events
- Maintains a presence in statewide industry organizations to ensure local issues and interests are represented as developing state policy and regulations in the waste and recycling industry are introduced



Jonathan Kalpakoff | Executive Vice-President

Jonathan's career in the solid waste industry began in 1992 working for his father's company in Montebello, California. He started at Metropolitan Waste Disposal as a driver and quickly became passionate about the industry. With nearly 30 years in the industry, Jonathan has worked in every aspect of operations in solid waste.

In addition to overseeing post-collection operations at all MVD facilities, Jonathan also oversees container maintenance operations at multiple facilities. Under Jonathan's oversight, MVD has procured and managed the maintenance of over 367,000 ASL carts, 30,000 FEL containers (bins), and over 1,800 industrial boxes and compactors. He has extensive experience in designing diversion programs at Industrial/Commercial facilities utilizing compactors combined with FEL/ASL containers.

KEY RESPONSIBILITIES | 1997 – CURRENT

- **Oversees equipment specification and acquisition**
- **Recruits, develops, and trains employees in post-collection operations**
- **Responsible for finding sustainable users for recovered recyclable materials and developing new markets for commodities**
- **Involved in facility construction and design to accommodate evolving operational requirements**
- **Maintain good standing with all local jurisdictions for facility and environmental compliance**
- **Coordinates product marketing and sales for export and domestic markets**



Joe Heisdorf | Chief Financial Officer

Education: Bachelor of Science, Business Administration – Finance Emphasis, California State University Fresno; Masters of Science in Accountancy, California State University Fresno

Joe joined Mid Valley Disposal in 2012 after four years in public accounting where he provided tax, audit, and consulting services to a diverse group of companies in the Central Valley. He manages financial reporting for municipal contracts, government agencies, and financial institutions and provides internal analysis and forecasts for MVD management.

IMPLEMENTATION EXPERIENCE

Since joining Mid Valley Disposal, Joe has played a key role in the proposal and contract award process for municipal contracts and franchise agreements. He also performed due diligence reviews and helped procure financing for the acquisition of Waste Connections of the Central Valley and Sunset Waste. He plays a key role in managing the transition and integration of processes post-acquisition.

KEY RESPONSIBILITIES | 2012 – CURRENT

- **Oversees all financial processes and controls including implementation of software and support programs**
- **Ensures completion and submission of financial filings and returns required by contractual agreements and government entities (e.g., tax filings, franchise, and royalty fees)**
- **Manages accounting personnel and provides direction to different accounting functional areas (invoice processing, cash collection cycle, month-end close, journal entries, and statistical data)**
- **Reviews and oversees administration of Employee Benefit Plans**
- **Manages and provides necessary support to financial audits including internal audits, external audits and peer reviews**
- **Provides the Senior Managers with financial analytics**



Isaac Kulikoff | District Manager

Isaac joined Mid Valley Disposal in 2006 and has been a part of over 16 municipal contract implementations in the Central Valley. He is responsible for the daily management of the South Valley District and will be the primary manager for services in Dinuba. Isaac has an extensive background in routing, container management, recycling compliance, and plays a key role in MVD's leadership programs. He most recently oversaw the implementation of services in the cities of Selma and Orange Cove including container procurement and delivery, re-routing of collections services to match city requests, and transition of existing route drivers.

KEY RESPONSIBILITIES | 2008 – CURRENT

- **Oversees all field operations, including the direct management of municipal contracts**
- **Ensures ongoing professional training and development for X employees based in MVD's South Valley district**
- **Builds and maintains strong relationships with local government and environmental groups**
- **Represents MVD at various community events and programs**
- **Oversee effective safety and accident prevention programs to ensure all reasonable actions are taken to prevent accidents and injuries; ensure a safe and productive work environment for all employees**
- **Develop a best-in-class team and workplace culture and effectively manage performance and talent development; drive best-practice sharing**



Nancy Maxwell | Director of Human Resources

Accomplishments: Federal Appointed Ethics Officer, Certified Life Coach

With only four months of service at Mid Valley Disposal, Nancy is our newest addition to the executive leadership. She brings nearly 30 years of HR experience, mostly working with some of the country's top defense contractors for the Department of Defense.

Nancy's career started as a certified motivational speaker working with Dr. Stephen R. Covey. She spent years speaking to leaders at the top Forbes 100 companies to present Covey's *"7 Habits of Highly Effective People"*.

Nancy is excited to apply her professional experience and share her passion for the employee experience at Mid Valley Disposal and she's already immersing herself in learning about the waste industry.

KEY RESPONSIBILITIES | 2024 – CURRENT

- **Foster a supportive and motivating work culture at MVD by enhancing the employee experience and driving organizational success.**
- **Develop ongoing interactive training programs for all employees to expand their professional skill set.**
- **Create a robust employee experience journey by staying engaged and listening to both leaders and employees on ways to create a meaningful workplace and culture.**
- **Manage the HR department that specializes in all aspects of employee needs, including benefits, payroll, on-/off-boarding and labor law compliance.**



Lisa Helm | Director of Administration

Lisa has worked in various roles within the recycling and solid waste industry since 1987. With experience in various positions, such as a frontload and roll-off dispatcher, transfer station supervisor, office manager, billing manager, customer service manager, and corporate level trainer, Lisa has a broad perspective of MVD's operations. With 20 years at MVD, Lisa's expansive role included overseeing our customer data programs, leading customer integration during all M&A activities, and setting timelines and expectations for dozens of contract implementations.

IMPLEMENTATION EXPERIENCE

Lisa's broad experience continues to provide valuable insight into overall operations at Mid Valley Disposal. She has directly managed account data migration and customer service implementation across multiple software programs for over 40 municipal franchises and contracts. Lisa plays a key role in overseeing the conversion and accuracy of customer data during service transitions, while maintaining effective communication across all groups of customers.

KEY RESPONSIBILITIES | 2004 – CURRENT

- **Supervises billing process for Commercial, Residential, Roll Off and Portable Toilet accounts**
- **Monitors and develops processes and controls for operational data, including material tonnages and origins**
- **Maintains jurisdiction information on all accounts to provide accurate disposal reporting to City, County and State bodies, including AB 901 reporting**
- **Develops program standards and leverages technology for managing and securing customer data**
- **Oversee the training and performance of customer service representatives and data entry specialists**
- **Provides other departments with logistic and operations analytics and reporting**
- **Transitions all new data from acquisitions or contract awards into customer management software**



Megan Guarducci | Senior Manager Safety & Environmental Compliance

Megan joined MVD in 2015 after seven years in the Scrap Metal Recycling Industry where she provided environmental, health, and safety guidance and resources to multiple high hazard facilities. Megan oversees a robust environmental, health, and safety program at Mid Valley Disposal. Her knowledge and experience are key to achieving regulatory compliance excellence. Megan maintains a Certified Safety Professional (CSP) designation with the Board of Certified Safety Professionals.

KEY RESPONSIBILITIES | 2015 – CURRENT

- **Develop and implement all environmental, health, and safety programs**
- **Maintain compliance with all local, state, and federal regulatory agencies, including site specific permits and overall regulations**
- **Responsible for conducting on-going training of environmental, health, and safety for all MVD employees**
- **Calculate safety performance metrics and dashboard injury information to adequately prioritize and control risk**
- **Coordinate with MVD leadership to implement company core values and maintain compliance excellence**
- **Oversee internal facility inspections and review compliance requirements with safety coordinator, front line managers and executive committee**



Randy DeVaney | Fleet Manager

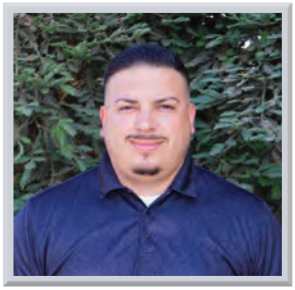
Randy has over 20 years of experience in the solid waste industry. His background includes the oversight and direction of solid waste maintenance programs with large public and private haulers. Randy manages company-wide maintenance programs for MVD. His role in oversight of the maintenance program includes shop supervisors, mechanics, dispatchers, vehicle DOT compliance, safety, all vehicle and yellow iron equipment maintenance, and general administration.

IMPLEMENTATION EXPERIENCE

Randy has been involved in multiple contract implementations throughout his career. Notably, he has managed the procurement and specification of over 80 alternative fuel collection vehicles utilizing clean air grant programs. By overseeing an aggressive fleet replacement program, Randy stays up to date with the latest design and technology in the waste collection sector, including the use of clean air alternative fuel vehicles.

KEY RESPONSIBILITIES | 2017 – CURRENT

- **Responsible for overall safety and productivity of five Shop Supervisors and 20 Mechanics**
- **Oversees the installation and implementation of 3rd Eye cameras and software on entire garbage truck fleet**
- **Oversees the documentation of fleet maintenance records by vehicle and maintaining company equipment to Department of Transportation standards**
- **Administers mechanic job specific operating standards and procedures**
- **Manages department staff, including hiring, training, performance management and safety issues/claims**
- **Ensure safety and regulatory compliance standards are met**



Alfredo Alvarez | South Valley Operations Manager

Alfredo joined MVD in 2013 after working in the logistics industry. His acquired knowledge and experience with operations aids in the successful implementation of new contracts. Alfredo strategizes improvements in day-to-day operations with new and existing contracts. He has vast knowledge of municipal contracts and maintains strong partnerships with public officials. Alfredo is actively involved in recruiting, training, and overseeing the development of employees through promoting the company's safety culture and compliance regulations.

KEY RESPONSIBILITIES | 2013 – CURRENT

- **Utilize and maintain reporting tools to expenses and increase efficiency.**
- **Effectively communicate status to MVD's senior leaders on a regular basis**
- **Maintain detailed knowledge of municipal contracts and maintain relationships with key municipal staff**
- **Plan and implement routing and logistics changes to ensure operational efficiency**
- **Oversee dispatch and support all hauling operations**
- **Oversee performance and training programs for all depot employees**
- **Monitor and oversee safety compliance and reporting**
- **Coordinate with Maintenance Department to ensure equipment is in good working order and compliant with established safety standards**
- **Collaborate on logistics for special projects including clean-ups, parades, and community events**



Thomas Hamon | Recycling Department Manager

Thomas joined Mid Valley Disposal in 2022 after 10 years in the agriculture sector where he managed projects like pest mitigation, organic compliance, and direct sales of commodities.

Thomas brings to MVD extensive knowledge in industry compliance, contract negotiation, and program development. Thomas and his team of recycling specialists have successfully implemented programs in 14 jurisdictions to make them fully compliant with SB 1383, which will be key to achieving compliance in the City of Dinuba.

KEY RESPONSIBILITIES | 2022 – CURRENT

- **Oversee implementation of educational and outreach programs, including messaging for various marketing campaigns**
- **Maintain and grow the department of Recycling Coordinators, from recruitment to training to retention.**
- **Manage recycling programs and reporting throughout South Valley jurisdictions**
- **Plans and manages special events**
- **Prepares and manages grant application, proposals, and awards**
- **Coordinates special projects within jurisdictions**
- **Liaison between City and State agencies**
- **Reports to Council Members regarding city recycling programs**



Nella Leos | Customer Service Manager

Nella joined MVD in 2018 after more than 30 years of experience in business administration, including customer service and accounting. Her current role at MVD involves the technical aspects of our communication systems and leads our teams in customer service and frontload/sideload data entry. Her leadership has increased retention in our external facing roles at MVD. Her knowledge and experience are key to Mid Valley Disposal providing excellent service.

KEY RESPONSIBILITIES | 2018 – CURRENT

- **Oversee and manage a team of customer service representatives to ensure exceptional customer support and satisfaction**
- **Develop and implement policies, procedures, and standards to enhance the overall customer experience and promote customer loyalty**
- **Monitor and analyze customer service metrics, such as response time, resolution rate, and customer feedback, to identify areas of improvement and implement appropriate strategies**
- **Collaborate with cross-functional teams, including marketing, recycling, and operations, to address customer concerns, resolve escalated issues, and enhance overall service quality**
- **Provide regular coaching, training, and performance feedback to the customer service team, promoting professional growth and ensuring consistent service excellence**
- **Oversee and ensure the smooth operation of the company's communication system, including phone, email, live chat, and other relevant platforms**



Maria Ayala | Food Recovery Program Specialist

Maria joined Mid Valley Disposal in 2021 after more than a decade in the non-profit sector managing hunger relief programs throughout Fresno, Madera, Kings, and Tulare counties. Prior to joining MVD, Maria managed the development and implementation of multiple community programs helping provide food to vulnerable families in our area. Maria's goal at MVD is to develop a comprehensive SB 1383 Edible Food Recovery Program to help jurisdictions, food generators, and food recovery organizations meet compliance requirements. Maria is trained in food safety standards to ensure food is also safely recovered for donation.

KEY RESPONSIBILITIES | 2021 – CURRENT

- **Develop SB 1383 Edible Food Recovery Outreach and Education materials**
- **Provide support to jurisdictions on all aspects of Edible Food Recovery**
- **Conduct in-person and online food recovery training for jurisdictions and food generators**
- **Provide consultation to food generators looking to start food recovery programs**
- **Cross-departmental advisement on SB 1383 regulation**



Abel Salazar | Post-Collections Manager (Recyclables)

Abel joined Mid Valley Disposal in 2017 and is responsible for all operations at our Transfer Station/Material Recovery Facility. His knowledge and efficiency in facility management is key to MVD's processing capability at this location. As the Plant Manager, Abel is responsible for all aspects of Material Recovery Facility (MRF) Operations, including planning, implementing, daily processing of material, supervision of employees, maintaining safety standards, and compliance with government commodities regulations in the facility.

KEY RESPONSIBILITIES | 2018 – CURRENT

- **Oversee all aspects of processing different commodities delivered to the facility**
- **Manage company employees and resources throughout the processing cycle, from receiving material to final sale and delivery to customers**
- **Ensure divisional compliance with all OSHA, DOT, city, state, county, and federal regulations**
- **Maintain compliance with facility permits including, Solid Waste Facility Permit**
- **Monitor and report inbound tonnages and inventories**
- **Manage a team of heavy equipment operators, maintenance mechanics, sorters & scale operators responsible for receiving, sorting, and transporting material while ensuring compliance with federal and state weight regulations**
- **Oversee facility processes that optimize diversion rates**



Mike Gonzalez |
Post- Collections Manager (Organics)

Mike joined the Mid Valley Disposal team in June of 2023 after 10 years in the waste industry in Southern California. Prior to this, he was in the paper industry for almost 20 years. Mike has 11 years of experience managing Material Recovery Facilities, Transfer Station, C&D, bio-separation, and composting operations. Mike brings with him the knowledge of the Gore UTV composting system, which is utilized at the MVD Compost facility. Mike's knowledge and background in composting operations will help MVD excel with the expansion of requirements in SB 1383.

KEY RESPONSIBILITIES | 2023 – CURRENT

- **Oversee Kerman green waste sort line, transfer station and composting operations**
- **Supervise facility staff, including temporary staff (as needed)**
- **Ensure divisional compliance with all OSHA, DOT, city, state, county, and federal regulations**
- **Oversee all levels of composting operations (grinding, blending, composting, screening, curing and testing)**
- **Uphold CDFA certification by performing regular sample testing of finish compost**
- **Maintain compliance with facility permits including, Solid Waste Facility Permit**
- **Provide consultation to food generators looking to start food recovery programs**
- **Cross-departmental advisement on SB 1383 regulation**



MVD-Dinuba | Local Office

Upon award of the service contract, Mid Valley Disposal will have a local presence available to the public at least two (2) days per week.

Mid Valley Disposal's office in Kingsburg is located only 11.3 miles from Dinuba City Hall. South Valley District Manager Isaac Kulikoff, who will be the city's main contact, is based in Kingsburg.

06. **OTHER RESOURCES**

MVD has the largest collection vehicle fleet in Central California. We operate seven days a week in Fresno County and the surrounding areas. Our ability to serve the City of Dinuba extends beyond a collection fleet and containers.

ONE **COMPANY**

Just a few of the company resources available include:

- Over 200 collection vehicles including 90 CNG and LNG powered (see Section 4.5). MVD currently operates 17 CNG powered vehicles from our Kingsburg location
- Full container maintenance yard in Kingsburg
- Over 12,000 carts, 350 bins, 50 roll off boxes and 18 compactors in stock at any given time (see Section 4.5)
- Three (3) owned and operated transfer stations within 25 miles (see section 4.7)
- State-of-the-art comingled recyclables sort line with optical sorting and advanced recovery technology (see section 11)
- Fully permitted mixed organics ASP composting facility (see Section 11)
- In-house marketing and design for educational materials
- Loaders and other yellow iron equipment at transfer stations available for projects
- Local full-service bilingual (English/Spanish) customer call center
- State-of-the-art software and call center programs with live customer chat, call recording, account management, video conferencing and more
- Recycling and outreach team that includes nine coordinators and three specialists



Our operations motto is "one company", which simply means we will pull resources from wherever we can to make sure the needs of any one city are met. That is our commitment to the 36 jurisdictions we serve, and that is our commitment to Dinuba.

MID VALLEY DISPOSAL

City of DINUBA

Unit Selected Data

At Mid Valley Disposal, we put the highest priority on safety and compliance; Dossier Fleet Management Software plays a critical role.



Who is Dossier?

Dossier Systems, Inc. is a recognized pioneer and leading provider of intuitive fleet management software solutions. Founded in 1979 by experienced fleet managers and executives, Dossier Systems knows what it takes to own and manage a fleet at all levels, from the shop floor to the board room.

CONSOLIDATED RECORDING

With Dossier, we can consolidate our fleet and non-fleet asset reporting in one centralized system. Our fleet includes:

- **Non-Commercial Vehicles**
- **Commercial Vehicles**
- **Heavy Equipment**

With these assets tracked in one convenient location, we can perform a complete analysis of our maintenance costs and make data-driven decisions that help keep costs down.

PREDICTIVE SCHEDULING & MAINTENANCE

Dossier brings predictive scheduling and maintenance front and center, optimizing our fleet's productivity and ROI. Through automated reporting and empirical decision making, we regularly adjust our scheduled repairs to address trends between scheduled maintenance. This reduces both maintenance costs and down time.

Dossier's maintenance history allows us to identify and reduce rework, increase warranty recapture dollars, identify high-cost units and support equipment replacement decisions based on costs or utilizations.



INVENTORY MANAGEMENT

Efficient and accurate inventory management is essential to reducing vehicle downtime, while still reducing on-hand, duplicated, and obsolete parts. Dossier's comprehensive system handles recording, tracking, cost, cycle counting, and automatic reordering to ensure we have the right number of parts on hand to help reduce overhead costs. We have also implemented Dossier's optional bar-coding module that minimizes data entry and increases accuracy.

FUEL TRACKING

As one of our most significant expenses, fuel usage requires close tracking and management. Our Dossier dashboard allows us to monitor costs, consumption, mpg, mph, and efficiency trends.

VENDOR MANAGEMENT

Dossier facilitates observation of purchase history, contract terms, and activity of our external vendors. We can hold vendors accountable by monitoring spending and gain negotiating power to lower parts and service pricing.

MANAGEMENT AND CONTROL OF WARRANTY COSTS

Tracking warranty data is time-consuming yet vital when managing a cost-efficient fleet. Manual entry is mitigated as Dossier has simplified tracking and reporting of warranty costs as they are incurred.



07. **SAFETY**



At Mid Valley Disposal, the health, safety, and well-being of our employees are of prime importance to management. We consider injury and illness prevention as crucial as production and customer service. It is our goal to provide a safe and healthy environment for all employees, customers, and visitors. Our dedication to safety is reflected in our dynamic safety program, which integrates comprehensive training, advanced technology, and a culture of accountability.

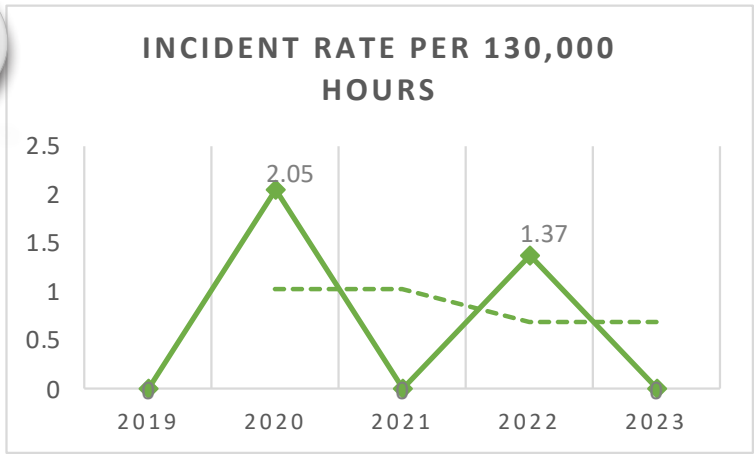
Our key safety initiatives include:

- **Robust Onboarding Training Program:** Ensures that new employees start with a solid foundation in safety practices.
- **Supervisor Safety Leadership Courses:** Empowers our leaders to actively foster a safe work environment.
- **Behavior-Based Training Campaigns:** Includes initiatives like our stretching campaign, which encourages daily exercises to reduce musculoskeletal injuries and foster a culture of safety.
- **Weekly Toolbox Talks:** Keeps safety at the forefront of daily activities.
- **Quarterly Targeted Safety Campaigns:** Address specific safety concerns and reinforce our commitment to continuous improvement.
- **Accountability from the Top Down:** Ensures that safety is a priority at all organizational levels.
- **Multi-Level Incentive Program:** Rewards safe practices and encourages adherence to safety protocols.

We are committed to continuously improving our safety programs and maintaining a strong culture of safety across all levels of our organization.

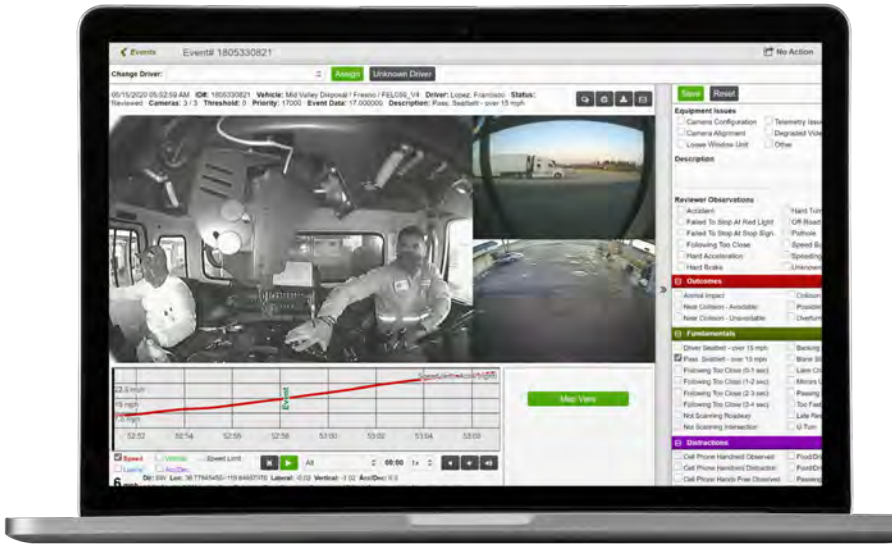
Investments in advanced safety technology, such as 3rd Eye vehicle cameras, collision warning radar, and a comprehensive software system, enhance our ability to monitor and improve safety in real-time. Through these efforts, we have cultivated a positive safety culture that our employees appreciate and actively contribute to, which is reflected in the significant reduction in workers' compensation claims and Incident Rate (IR) over the past five years.







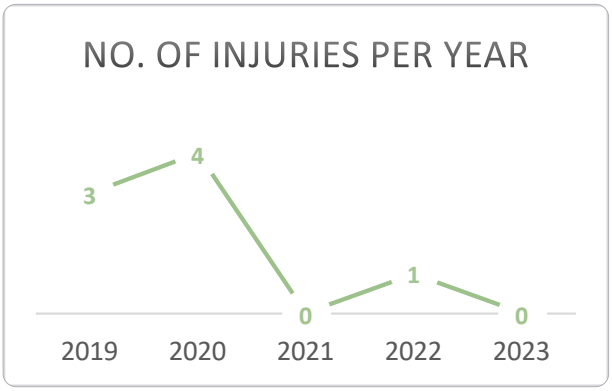
Mid Valley Disposal has made significant financial investments in its comprehensive training program to ensure the highest standards of safety and efficiency. The program is centered around a state-of-the-art facility that opened in March 2024. This building is equipped with modern amenities, including an advanced audiovisual presentation system, and houses two dedicated safety instructors, onsite safety personnel, and HR staff. Within this facility, new hires receive extensive training through a multifaceted program. The driver training begins with a five-day classroom session covering theoretical aspects and essential safety protocols, followed by an intensive five-day behind-the-wheel truck training to hone practical driving skills. It finishes with several weeks of route training to familiarize drivers with their responsibilities and operational areas. This thorough and immersive training program reflects Mid Valley Disposal's commitment to excellence and safety in their operations.



The cornerstone of our Safety Program is a vehicle camera and software system that monitors driver behavior and provides liability protection. The program provides real-time driver behavior data that can be corrected or rewarded immediately. Trends can be observed to ensure continuous improvement within the safety curriculum. The Collision Warning Radar System alerts drivers of any unseen vehicles and obstacles. The system is intended to save lives and reduce accidents through object detection, removal of blind spots, and collision avoidance.



Mid Valley Disposal's safety program has been recognized for ranking in the top 10% of our insurance group, which includes over 200 high-performing companies across the United States. This achievement is highlighted by a 98% score on our insurance Risk Control Assessment in 2024. Additionally, we have achieved an experience modification rate (EMR) of 91%, indicating a lower-than-average number of workplace injuries compared to similar companies. The Kingsburg facility, which will serve the City of Dinuba, has averaged 1.6 industrial workers' compensation claims per year over the last five years and proudly reported zero industrial incidents in 2023. These accomplishments reflect our strong commitment to maintaining a safe work environment and continuously improving our safety practices.





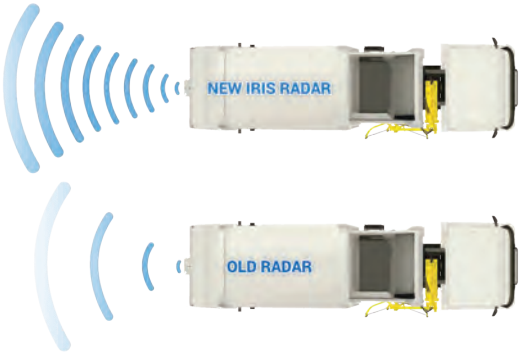
IRIS Collision Warning Radar

Let 3rd Eye Radar Alert Your Driver
To What They Can't See.

More powerful. Clearer vision. Better obstruction detection. Accurate results.

At 3rd Eye – we understand that when it comes to collision avoidance radar – you either see it or you don't. And after talking with our customers – they wanted a more powerful radar – that could see clearer, detect obstructions better – and provide more accurate alerts.



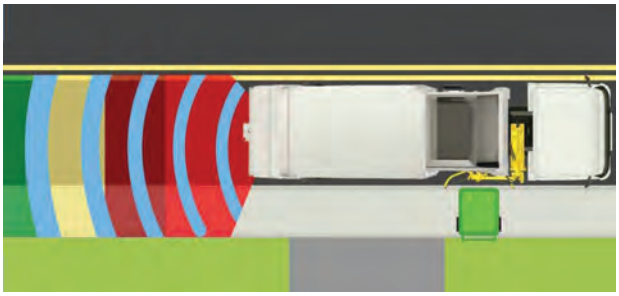


Powerful new IRIS Radar that lets your driver safely focus on the job at hand.

The new IRIS Radar from 3rd Eye is 7 times more powerful than our previous offering – and is more accurate. The IRIS Radar's increased frequency allows for the detection of multiple smaller objects at the same time. Instead of a fan pattern view, the new IRIS system tightens the detection zones – which means far better detection of obstructions that are there – allowing the driver to focus on the job at hand. In short, 3rd Eye Vehicle Radar Systems are the go-to solution to assist drivers by notifying them of other vehicles as well as obstacles they may not see.

Customizable exclusion zones eliminate false alerts. Radar coverage exactly where you need it.

The new IRIS Radar can also be programmed for forward and side exclusion zones to help eliminate false alerts– so body side ladders, chains, or hooks don't set off the alarm – but obstructions three feet away do!



Integrated Truck Radar System Benefits

The 3rd Eye family of Integrated Avoidance Warning Radar Systems offers cutting-edge solutions to protect both the public and your drivers. This system will continue to drive up profitability by helping reduce costly blind spot accidents while increasing peace of mind and productivity within the organization.

- Save Lives
- Reduce Accidents
- Lower Insurance
- Protect Assets
- Increase Productivity
- Increase Driver Retention

VEHICLE RADAR SYSTEMS

IRIS COLLISION WARNING RADAR

(SKU - 3EC-IRIST01)



PRODUCT OVERVIEW

The 3EC-IRIST01 is a surface-mounted collision warning radar sensor built to maintain a true OEM look on your vehicle. The 3EC-IRIST01 utilizes your existing 3rd Eye Mobile Camera cables for easy installation.

With our integrated IRIS Radar continuous-wave sensor technology, you can benefit from the advantage of object detection, removal of blind spots, and collision avoidance even under the most extreme applications.

The 3EC-IRIST01 provides the ability to effectively detect objects in areas close to the vehicle and alert the vehicle driver.

ADDITIONAL FEATURES

- 77 GHz. Radar FMCW (Frequency Modulated Continuous Wave)
- 180° azimuth FOV (Field of View)
- 12V / 24V to power the Sensor
- Rugged and can operate from -40°C to +85°C

TECHNICAL SPECIFICATIONS

DESCRIPTION	TYPICAL VALUES
Dimensions (WxLxH)	90m x 117m x 59.35m
Weight	377g
Voltage	7-36V
Power	12V or 24V power system
Operating Temperature	-45°C to +85°C / All Weather Operation
Audible	95db @ 3m
Range	0.5m to 10m
Mounting	4-bolt Surface Mount for OEM Fit
Integration	Integrates to existing AWTI Camera / Body Builder Cable
Installation	Retro, Aftermarket, and OEM solutions
Warranty	Standard 1-Year
Alert	Visible and Audible Alert

Specifications Subject to Change on 60 Day Notice | Effective August, 2022

3rd EYE®
a DOVER company

For More Information Contact Us Today

3814 Jarrett Way Austin, TX 78728
Technical Sales & Service: 1.866.804.2984
E-Mail: info@3rdeyecam.com

www.3rdEyeCam.com

08. **OWNERSHIP AND FINANCIAL RECORDS**

Ownership and Financial Qualifications

Mid-Valley Disposal, LLC was formed in 2014 by the owners of Mid Valley Disposal for accommodating the growth and expansion of hauling operations in the Central Valley. Mid-Valley Disposal, LLC is a wholly owned subsidiary of Mid-Valley Disposal Holdings, LLC, owned by Joseph and Jonathan Kalpakoff and their respective trusts.

The Kalpakoff family has owned and operated solid waste and recycling businesses in California for four generations. Hard work and a commitment to great service has grown Mid Valley Disposal into the largest waste and recycling services company in the Central Valley. This would not be possible without the support of family members and hundreds of dedicated employees. Today, Joseph and Jonathan Kalpakoff serve as President and Executive Vice President and are involved in all aspects of day-to-day operations.

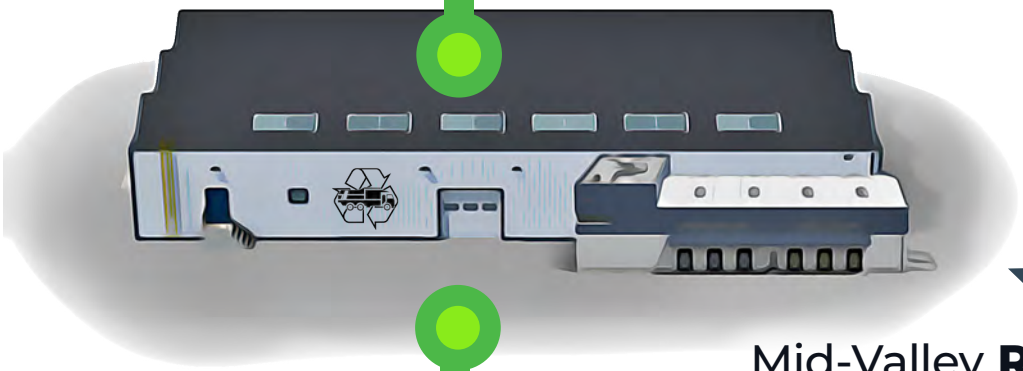
The Kalpakoff family owns and operates several related companies that support different functions in providing vertically integrated services, including post collection and transfer operations. The diagram below illustrates the relationship between companies.

Audited consolidated financial statements for the year ended 2023 are available upon request. The financial statements are evidence of the company's strong financial footing and available resources. Additionally, the company has access to approved credit facilities on which to draw for capital acquisition. We have included a letter from BMO that reinforces our financial strength and access to capital specifically for this proposal.











Mid Valley Disposal Holdings, LLC
Parent Company for
Hauling and Processing

Mid Valley **Disposal**, LLC
COLLECTION OPERATIONS:
Franchise and Open Market

Mid-Valley **Recycling**, LLC
POST-COLLECTION OPERATIONS:
Processing and MRF opeartions

Crown Transportation, LLC
Material Transfer Trucks

09. **INSURANCE**

Prepare. Protect. Prevail.®

THE HARTFORD

Business Insurance
Employee Benefits
Auto
Home

July 29, 2024

City of Dinuba
405 East El Monte Way
Dinuba, CA 93618

RE: Mid Valley Disposal, LLC
Request for Proposal for City of Dinuba Discarded Materials Management Services

To whom it may concern:

The Hartford, through its various operating entities, has issued surety bonds Mid Valley Disposal, LLC since 2011, during which time we have favorably considered projects up to $4 million single/ $10 million aggregate. Our experience with Mid Valley Disposal, LLC has been excellent, and we highly recommend them to you.

As surety for Mid Valley Disposal, LLC, The Hartford will favorably consider providing a 100% Performance Bond for the above captioned project, provided a contract is awarded to, and executed by Mid Valley Disposal, LLC.

Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Please understand that any arrangement for any bonds is a matter between Mid Valley Disposal, LLC and The Hartford and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

This letter will expire one hundred and eighty (180) days from the above date.

Very Truly Yours,

Justin Smit
Attorney-In-Fact
The Hartford

Coverage	Policy #	Expiration Date	Carrier	Limit	Contact	Phone
Workers Comp	*WC022298184*	*3/1/2025*	*National Union Fire*	*1,000,000 per occurrence*	*Tasha Silva/ Mike DeFendis*	*559-437-6788*
Commercial Auto	*7093499*	*3/1/2025*	*National Union Fire*	*1,000,000 per occurrence*	*Tasha Silva/ Mike DeFendis*	*559-437-6788*
General Liability	*4611545*	*3/1/2025*	*National Union Fire*	*1,000,000 per occurrence*	*Tasha Silva/ Mike DeFendis*	*559-437-6788*
Commercial Light Auto	*CMO5010920904*	*3/1/2025*	*Oregon Mutual*	*1,000,000 per occurrence*	*Tasha Silva/ Mike DeFendis*	*559-437-6788*
Pollution Liability (CPL/TPL)	*PKC-110224*	*3/1/2025*	*Crum & Forster Specialty*	*1,000,000 per occurrence*	*Adam Elmquist/ Erin Viker*	*877-730-1222*
Excess - First Layer (Over GL/AL/Pollution)	*EFX115978*	*3/1/2025*	*Crum & Forster Specialty*	*5,000,000 per occurrence*	*Adam Elmquist/ Erin Viker*	*877-730-1222*
Excess - Second Layer (Over GL/AL)	*TUE274302602*	*3/1/2025*	*Great American*	*15,000,000 per occurrence*	*Adam Elmquist/ Erin Viker*	*877-730-1222*
Management Package - Employment Practices	*PHSD1605433*	*1/29/2025*	*Philadelphia Insurance*	*1,000,000 per claim*	*Tasha Silva/ Mike DeFendis*	*559-437-6788*
Management Package - Fiduciary Liability	*PHSD1605433*	*1/29/2025*	*Philadelphia Insurance*	*1,000,000 per claim*	*Tasha Silva/ Mike DeFendis*	*559-437-6788*
Property	*FS65229*	*11/28/2024*	*Golden Bear Insurance*	*20,000,000 per occurrence*	*Tasha Silva/ Mike DeFendis*	*559-437-6788*
Inland Marine	*BMO62379049*	*11/28/2024*	*Liberty Mutual*	*4,000,000 per occurrence*	*Tasha Silva/ Mike DeFendis*	*559-437-6788*
Transportation	*BMO62379049*	*11/28/2024*	*Liberty Mutual*	*60,000 per occurrence*	*Tasha Silva/ Mike DeFendis*	*559-437-6788*

Office of the Director of Public Works

350 W. Firebaugh – PO Box 237, Exeter, CA 93221
Ph. #559-592-3318 Fax # 559-592-3516

July 1, 2024

Re: Letter of Reference

To Whom It May Concern:

Mid Valley Disposal has provided contract residential and commercial garbage, recyclable material, and organics waste collections services for the City of Exeter since October of 2014. Over the past nine years, the City has been extremely happy with Mid Valley's performance, as well as their involvement with the community. As a family-owned and operated business, Mid Valley exhibits a strong focus on customer service and satisfaction.

Mid Valley Disposal was instrumental in bringing the City of Exeter into compliance with SB 1383. Their comprehensive organics and recycling programs have been praised by CalRecycle staff during the City's annual compliance calls. Based on Mid Valley's on-ongoing performance in the City of Exeter, I am pleased to recommend them for similar contracts around the Central Valley.

Sincerely,

Daymon Qualls – Director of Public Works

City of Reedley

NICOLE R. ZIEBA
OFFICE OF THE CITY MANAGER
1717 Ninth Street
Reedley, Ca. 93654

July 17, 2024

Honorable Mayor and City Councilmembers
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

Re: Letter of Recommendation – Mid Valley Disposal

Dear Mayor and Councilmembers:

The City of Reedley is pleased to provide a Letter of Recommendation for Mid Valley Disposal in regard to its proposal to service the solid waste and recycling needs of the citizens of Dinuba. In July 2021, Reedley transitioned solid waste and recycling services from in-house service to a private provider. After a thorough and rigorous competitive process, the City Council chose Mid Valley Disposal to hold the exclusive franchise.

Mid Valley Disposal has exceeded our expectations. Their customer service has been excellent, their management is easily accessible when questions arise, and their staff is incredibly quick and responsive when the City has a special request.

One of the many drivers behind outsourcing the solid waste and recycling service was the need to comply with SB 1383. As we went through the RFP process, the City was impressed with how proactive Mid Valley Disposal had been in preparing for the implementation of SB 1383. Upon transitioning the franchise, the City was able to fully hand over any responsibility for SB 1383 and know that Mid Valley Disposal was already well poised to take on all the tasks necessary for compliance.

Should you have any specific questions about the City of Reedley's experience with Mid Valley Disposal, please feel free to contact the City Manager at (559) 637-4200 x 212.

Sincerely,

Nicole R. Zieba
City Manager, ICMA-CM

CITY OF WOODLAKE

350 N. VALENCIA BLVD.
WOODLAKE, CA 93286
PHONE: 559-564-8055
FAX: 559-564-8776
WWW.CITYOFWOODLAKE.COM

July 17, 2024

City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

Re: Solid Waste Disposal Services Recommendation

To Whom It May Concern,

Mid Valley Disposal has provided contract residential and commercial garbage, recyclable material, and organics waste collections services for the City of Woodlake since October of 2014. Over the past nine years, the City has been extremely happy with Mid Valley's performance, as well as their involvement with the community. As a family-owned and operated business, Mid Valley exhibits a strong focus on customer service and satisfaction.

Mid Valley Disposal was instrumental in bringing the City of Woodlake into compliance with SB 1383. Their comprehensive organic and recycling programs have been praised by CalRecycle staff during the City's annual compliance calls. Based on Mid Valley's on-ongoing performance in the City of Woodlake, I am pleased to recommend them for similar contracts around the Central Valley.

Should you have any questions regarding Mid Valley Disposal please do not hesitate to contact me at (559) 564-8055 or rlara@ci.woodlake.ca.us.

Sincerely,

Ramon Lara
City Administrator

11. DISPOSAL AND PROCESSING FACILITY CAPACITY

Long-Term Processing Capacity

Mid Valley Disposal has set itself apart from other haulers in the Valley by making strategic investments in local diversion processing facilities. Our infrastructure base is designed to meet new State program requirements, including SB 1383. This gives us the ability to guarantee organics and comingled recyclables processing capacity for all the cities we serve.

Based on the information provided by the City, and our own due diligence, we can certify that we have the permitted capacity and availability to handle all organics and recyclable material for the City of Dinuba.

Waste Stream	Facility	Expected Annual Tons from Dinuba	Carrier
Commingled Recyclables	*MVD Elm Ave MRF*	*2,900*	*YES*
C&D	*MVD Elm Ave MRF*	*1,100*	*YES*
Mixed Organics	*MVD Kerman Composting*	*6,200*	*YES*
Solid Waste	*American Ave Landfill*	*12,000*	*YES*

MVD owns and operates several state-of-the-art Material Recovery Facilities to sort and separate recyclables that are available to markets. MVD also owns and operates a state-of-the-art Composting Facility using a GORE covered in-vessel system approved by the California Air Resources Board. MVD implements and manages operations that reflect a strong understanding and respect for the State's goal of resource conservation and associated waste stream management hierarchy of A) Waste Reduction; B) Reuse; C) Recycling; D) Composting; and E) Landfilling. MVD fully complies with all local, state, and federal recycling mandates and trends, demonstrating ongoing operational excellence and outstanding customer service.



The ribbon cutting ceremony for the new food depackager at our Kerman Facility

ADDITIONAL TRANSFER STATIONS OWNED AND OPERATED BY MVD INCLUDE FACILITIES LOCATED IN:

- **Kerman**
- **Coalinga**
- **Kingsburg**
- **Visalia**

ORGANICS COMPOSTING FACILITY

Green Waste and Organics are processed at our facility located in Kerman. This site includes a new state-of-the-art Green and Food Waste Composting Facility, Food Depackaging System, 34,250 square foot Material Recovery Facility and Transfer Station, 6,840 square foot Vehicle and Equipment Maintenance Shop, 6,097 square foot administration office, and Truck Scales. MVD has owned and operated this facility since 2008.

Facility Address: 15300 West Jensen Avenue

Solid Waste Permit No.: 10-AA-0201

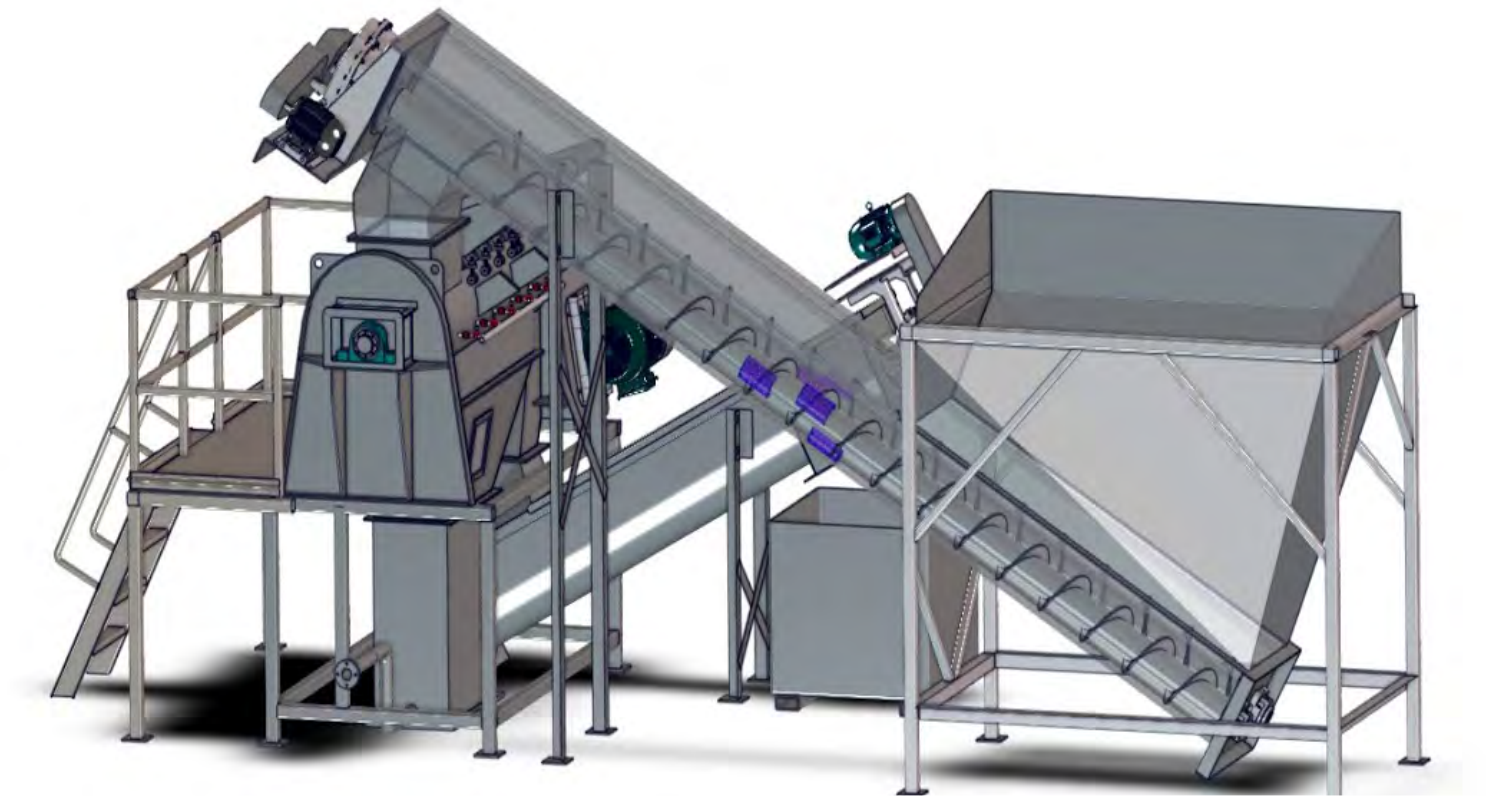
Permitted Capacity: 1,500 Tons Per Day (TPD)

Mid Valley Disposal received multiple competitive CalRecycle Organics Grants for development and expansion of an organics processing facility. Operations began in 2017 and expanded in 2020. The 28-acre site includes a food depackager and 24 composting bunkers for processing food and green waste collected by MVD specifically designed for SB 1383 compliance.

MVD utilizes the GORE® covered aerated static pile system. When fully scaled, MVD's compost facility can process over 82,000 tons annually. The GORE® Covered System is a clean technology with a 95% retention rate of odor and VOC's. Other attributes of the system include a small facility footprint, low energy requirements, greater than 99% containment of bio-aerosols, reduced odor, and production of compost within 8-10 weeks.

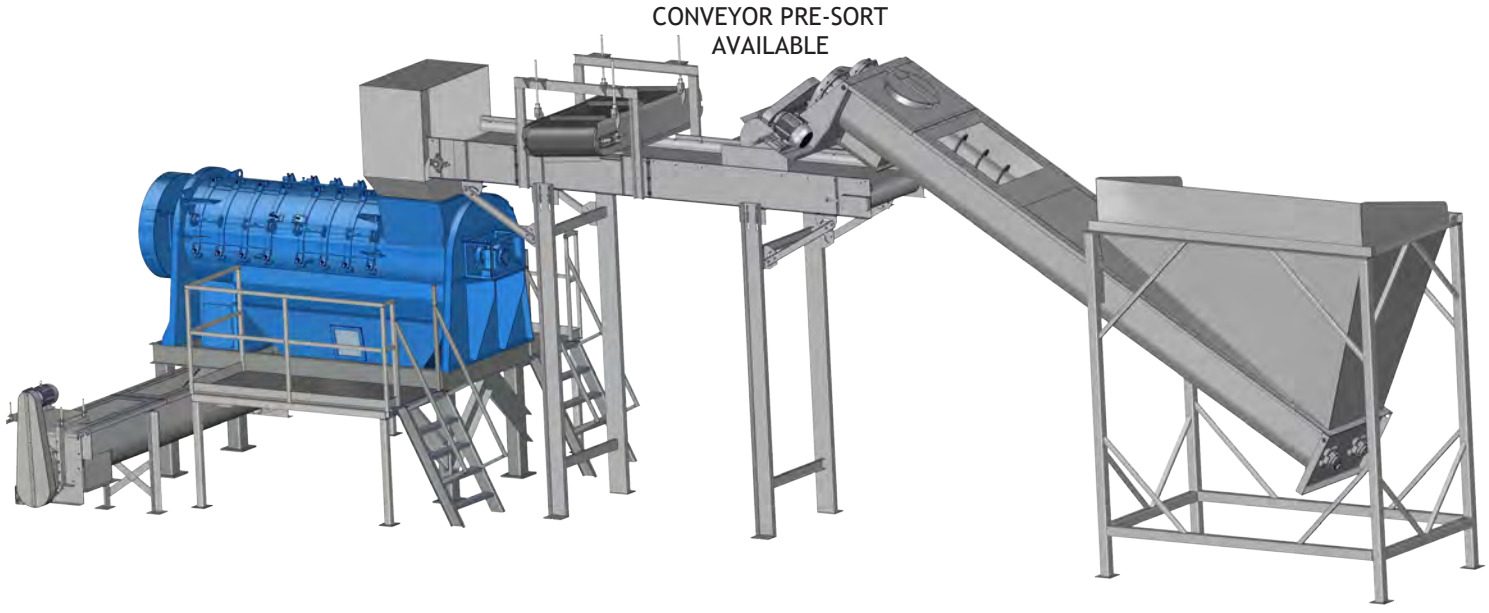
THOR TURBO Separator

In 2022 CalRecycle awarded MVD an Organic Programs Grant that contributed to the purchase and installation of a new ***Scott Thor Turbo Separator***. The new equipment began operation in the spring of 2023. This state-of-the-art system separates packaging material from food waste so it can be added to the composting process. This investment in advanced processing emphasizes MVD's effort to increase organic waste diversion.








CONVEYOR PRE-SORT
AVAILABLE





THOR

TURBO SEPARATOR

Depackaging and Pre-Processing System for Organic Waste Recycling

RATES UP TO 30 TON PER HOUR







- Made in USA with corrosion resistant 316 stainless steel
- Efficient horizontal design w Scott Swing Hammers
- 99% separation/99% clean organics
- No water required, can be added
- 1" thick shell-low wear/high uptime

See videos on YouTube "turborecycling"



Over 300 systems sold –worldwide leader

SCOTT EQUIPMENT COMPANY RECYCLING PRODUCTS DIVISION

For more information: www.FoodWasteSeparator.com

Olympic wire and equipment, inc.

(949) 646-9731 www.OlympicEquipment.com

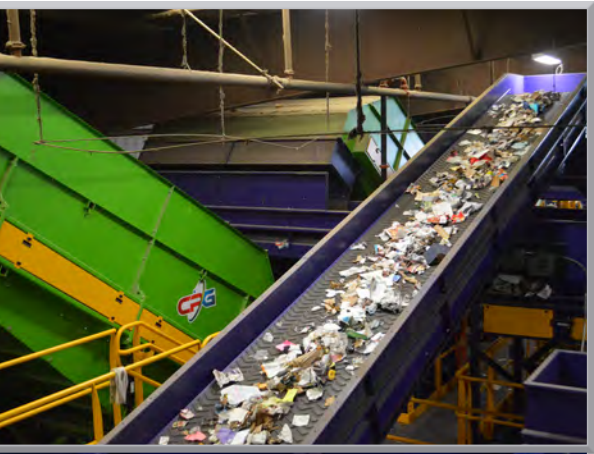
MATERIAL RECOVERY FACILITY (MRF) and PROCESSING LINE

Recyclable materials are delivered to our MRF in Fresno. This site includes a 50,000 sf MRF, 46,000 sf Transfer Station, a 2,000 sf vehicle and equipment Maintenance Building, a 4,700 sf Administration and Visitor Center, and two truck scales. MVD has owned and operated this facility since October 2014.

Facility Address: 2721 South Elm Avenue
Solid Waste Permit No.: 10-AA-0188
Permitted Capacity: 2,000 Tons Per Day (TPD)

This facility is home to our state-of-the-art facility processing 35 tons per hour of Commercial and Residential recycling. Mid Valley Disposal continued to invest in the San Joaquin Valley by redesigning and upgrading the comingled recyclables processing line in 2017. The newly designed line increased throughput and currently processes recyclables from 17,500 Commercial accounts and 112,000 households. Recyclable material is processed over an advanced CP Group sort recycling system or MRF, composed of multiple disc screens, a Trommel, and features three optical sorters to remove contaminates. This new technology accomplishes a 95% recovery rate and produces cleaner material. Recyclables processed through the system include corrugated cardboard, newspaper, office and mixed paper, aluminum and tin cans, HDPE plastic bottles, PET plastic bottles, and glass.

Quality control is maintained at multiple points in the process to produce the best outcome. All residual waste that remains after being processed at our Elm facility is transported to the American Avenue landfill.







SWFP: KERMAN RECYCLING AND TRANSFER STATION

SOLID WASTE FACILITY PERMIT

Facility Number: 10-AA-0201

1. Name and Street Address of Facility:	2. Name and Mailing Address of Operator:	3. Name and Mailing Address of Owner:
Mid Valley Disposal Recycling and Transfer Station 15300 W. Jensen Avenue Kerman, CA 93630	Mid Valley Disposal, Inc. 15300 W. Jensen Avenue Kerman, CA 93630	Kalpakoff Properties, LLC 15300 W. Jensen Avenue Kerman, CA 93630

4. Specifications:

a. Permitted Operations: ☒ Transfer/Processing Facility (MRF) ☒ Other: In-Vessel Digestion (IVD)

☒ Composting Facility (MSW/green material/C&G

b. Permitted Hours of Operation: Receipt of Refuse/Waste: 6:00am – 7:00pm Monday - Saturday

Ancillary Operations/Facility Operating Hours: 24 hrs/day, 7 days per week

c. Permitted Maximum Tonnage: 1500 Tons per Day

d. Permitted Traffic Volume: 443 Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Transfer/Processing	Composting	IVD
Permitted Area (in acres)	38	31.3	5.5	1.2
Design Capacity (cu.yds)		49,000	218,686	10,900

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:

Approving Officer Signature

Wayne Fox
Director of Environmental Health

6. Enforcement Agency Name and Address:

County of Fresno
Department of Public Health
Environmental Health Division
1221 Fulton Mall, Third Floor
Fresno, CA 93721

7. Date Received by CalRecycle: May 10, 2018

8. CalRecycle Concurrence Date: June 7, 2018

9. Permit Issued Date: JUN 11 2018

10. Permit Review Due Date: JUN 11 2023

11. Owner/Operator Transfer Date:

Due to external administrative delays, this permit is deemed valid by the Local Enforcement Agency: County of Fresno, Department of Public Health.

SWFP: ELM RECYCLING AND TRANSFER STATION

SOLID WASTE FACILITY PERMIT

Facility Number:
10-AA-0188

1. Name and Street Address of Facility:	2. Name and Mailing Address of Operator:	3. Name and Mailing Address of Owner:
Mid Valley Disposal Elm Avenue Recycling & Transfer Station 2721 South Elm Avenue Fresno, CA 93706	Mid Valley Recycling, LLC P.O. Box 12385 Fresno, CA 93777	Kalpakoff Properties, LLC P.O. Box 12385 Fresno, CA 93777

4. Specifications:

a. Permitted Operations:
- ☐ Solid Waste Disposal Site
- ☒ Transfer/Processing Facility (MRF)
- ☐ Composting Facility (MSW/green material/C&G)
- ☐ Transformation Facility
- ☐ Other: _____

b. Permitted Hours of Operation: Receipt of Refuse/Waste: 24 hours 7 days a week-See TPR for additional hours of operation.

Ancillary Operations/Facility Operating Hours: 24 hours 7 days a week-See TPR "Hours of Operation".

c. Permitted Maximum Tonnage: _____**2,000**___Tons per Day

d. Permitted Traffic Volume: _____**470**____Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	10	N/A	10	N/A	N/A
Design Capacity (cu.yds)			2,000 TPD		
Max. Elevation (Ft. MSL)					
Max. Depth (Ft. MSL)					
Estimated Closure Year					

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:

Vincent Mendes
Department of Public Health
Environmental Health Division Manager

Vincent Mendes
Digitally signed by Vincent Mendes
DN: cn=Vincent Mendes, o=Public Health, ou=Environmental Health, email=vmendes@fresnocountyca.gov, c=US
Date: 2022.10.19 09:59:42 -07'00'

Approving Officer Signature

6. Enforcement Agency Name and Address:

County of Fresno Department of Public Health
Environmental Health Division
1221 Fulton Street, Third Floor
Fresno, CA 93721

7. Date Received by CalRecycle:
December 10, 2002

8. CalRecycle Concurrence Date:
January 14, 2003

9. Permit Issued Date:
February 8, 2022

10. Permit Review Due Date:
February 8, 2027

11. Owner/Operator Transfer Date:
October 1, 2014

12. COMMUNITY INVOLVEMENT

Community Engagement

Mid Valley Disposal understands that community involvement is crucial for meeting SB 1383 compliance. By educating businesses and residents about SB 1383 regulations, we aim to reduce contamination, improve city cleanliness, and fulfill our commitment to minimizing landfill emissions.



RECYCLING PRESENTATIONS

Mid Valley Disposal organizes educational programs across communities to promote recycling and conservation awareness for all ages. We schedule presentations with multi-family complexes, clubs, non-profits, churches, and various community organizations. Our presentations are customized for each audience and include classroom visits, school events, assemblies, library readings, truck demonstrations, and interactive recycling games and contests.



FACILITY TOURS

We offer educational tours of our material recovery and composting facilities, providing the public with an in-depth look at recycling and composting processes. Our education room allows visitors to observe recyclable materials being processed through our state-of-the-art sorting lines. During composting facility tours, participants learn about the composting process, from grinding organic waste to producing compost within eight weeks using our GORE covered system.



COMMUNITY EVENTS

We are committed to being active in the community through event sponsorships, participation, monetary donations, in-kind services, toy drives, and food donations. Our involvement in community events is interactive, promoting recycling awareness and resources to residents. We proudly support numerous annual events in the communities we serve, including the City of Sanger Blossom Tree Festival, City of Exeter Fall Festival, City of Fresno Christmas Parade, and City of Madera Pomegranate Festival.



At these events, we set up booths to discuss our recycling programs and distribute fun giveaways. Our interactive prize wheel engages attendees of all ages, encouraging them to answer simple questions based on their own experiences. Visitors to our booth are reminded of the recyclable materials and informed about proper disposal methods for Household Hazardous Waste (HHW), electronics (E-Waste), white goods, sharps, and more. We provide brochures on topics such as HHW, sharps disposal, used oil recycling, children's recycling, residential recycling, school programs, and commercial recycling, tailoring each display to the audience. We also introduce new concepts and tools annually to keep our environmental message fresh and engaging.

RECYCLER OF THE YEAR AWARD

In collaboration with the operations team, our Recycling Coordinators will identify businesses excelling in recycling efforts. These businesses will be evaluated based on contamination levels and internal protocols, such as staff training and sustainability practices. Winners are recognized at City Council meetings, creating ongoing incentives for recycling and composting.

COMMUNITY GROUPS

Being actively involved in a community group is crucial for fostering community engagement. Mid Valley Disposal is currently an active member of the Dinuba Chamber of Commerce. By collaborating with the chamber, MVD engages in discussions about upcoming community events and participates in Chamber meetings to gain better insights into the needs of the public and local businesses. Maintaining open lines of communication with community groups is fundamental for achieving success in serving the community effectively.

SCHOOL OUTREACH

MVD's school education program is one of our most vital initiatives. We have observed increased recycling rates within residential and school programs when students, faculty, and staff receive interactive education. We provide recycling bins and educational materials, and our Recycling Coordinators work with custodial and cafeteria staff to ensure recyclable materials are properly diverted from the waste stream.

At the beginning of each school year, we send a letter to district Superintendents requesting approval for our educational program. Once approved, the Outreach Specialist informs principals and teachers about our school recycling program through mail, email, flyers, and presentations. Teachers often request assemblies and classroom presentations throughout the year.

Our recycling presentations, lasting between 15 to 45 minutes, are tailored to different grade levels. Topics include the definition of recycling and composting, the landfill's role, recyclable materials, common non-recyclables, the recycling process, the 5 R's (Refuse, Reduce, Reuse, Recycle, Rot), and interactive classification games.

EARTH DAY INITIATIVES

Every April, our Education Department organizes various projects and events to celebrate Earth Day. Our recent project involved distributing seeds to students to promote sustainability awareness.



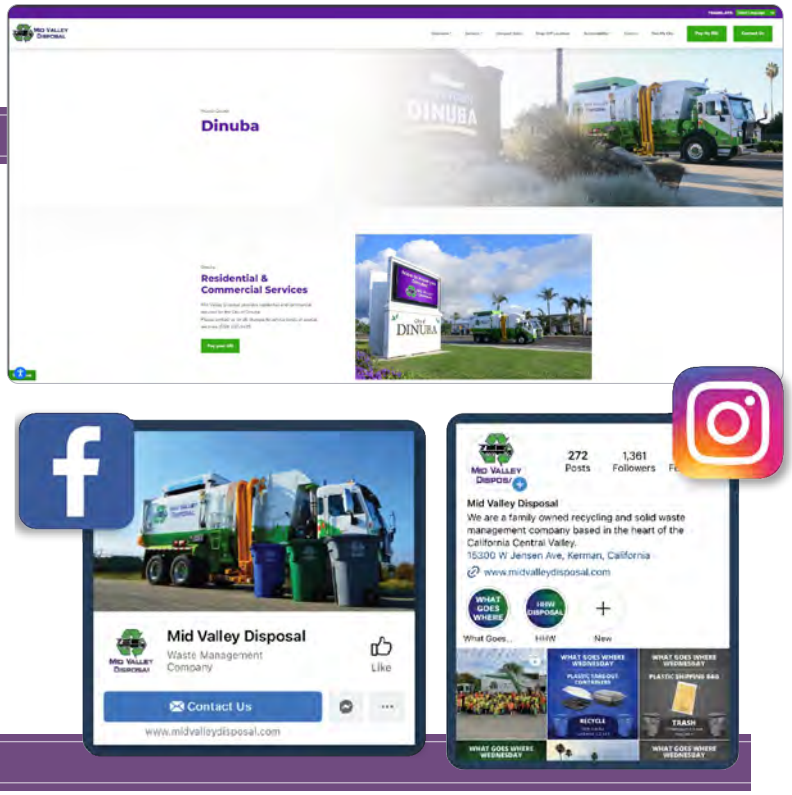






MEDIA RELATIONS

- **Build relationships with local media outlets: TV, radio, and print.**
- **Monitor media coverage on the company, industry, and environmental issues.**



ELECTRONIC OUTREACH

Mid Valley Disposal can provide resources to the City of Dinuba, ensuring all relevant information is accessible on their city website. This includes service rates, educational materials detailing accepted materials, and information about laws such as SB 1383. MVD's website features a dedicated page for each jurisdiction, housing educational content and program requirements.

Our social media accounts are regularly updated with industry news, accepted materials, contamination issues, and compliance updates. We also seek to collaborate with local groups to inform the community about necessary updates, utilizing online news bulletins to reach a broader audience.

EDUCATIONAL MATERIALS

Mid Valley Disposal uses a combination of presentation boards illustrating the recycling process, giveaways, brochures, and tangible examples to educate attendees about recycling opportunities and resource conservation in an engaging way.

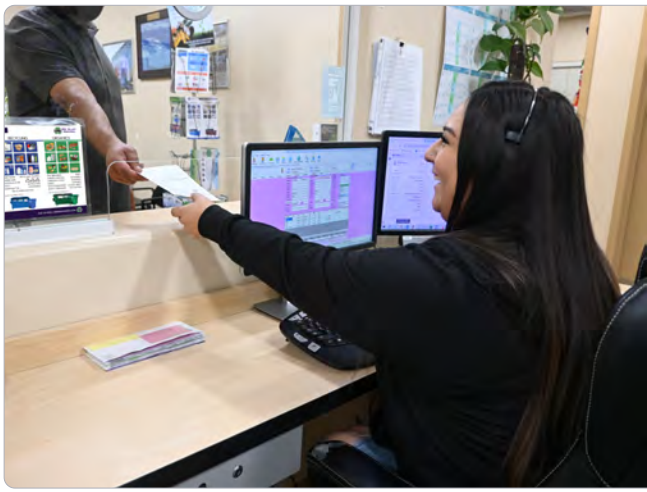
PRINT OUTREACH

- **Acceptable Materials Brochure**
- **Information on Laws and Regulations**
- **Newsletters**
- **Contamination Notices**





13. CUSTOMER SERVICE PLAN



Customer service plays a vital role in the success of Mid Valley Disposal. We understand the value of making connections to every customer and hold ourselves accountable to the highest standards.

We are pleased to report that we have never experienced claims for liquidated damages related to any contract for any reason. We attribute our commitment to customer service as the foundation for the strong relationships with the communities we serve.

Through exclusive and open market service areas, MVD services over 115,000 residential and 33,000 commercial/industrial customers. This equates to over 444,000 services each week. The table below provides an example of the additional service requests performed monthly.

July 2023 - June 2024 Service Orders													
Action	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
ABANDONED RMV	98	56	89	101	65	62	81	36	55	73	51	55	822
AUDIT	6	13	15	5	42	112	111	79	17	52	15	55	522
CANCEL	178	151	166	196	243	209	255	186	149	203	179	155	2270
DECREASE	81	120	238	161	158	128	238	165	173	168	132	189	1951
DRIVER VERIFY	732	845	670	687	644	660	697	525	679	698	730	640	8207
INCREASE	398	461	314	451	881	3366	574	181	191	174	219	298	7508
MPU	1010	1059	963	983	891	984	929	755	965	1118	973	953	11583
NEW	233	257	227	248	212	199	220	205	208	218	223	576	3026
OFFICE	17	12	12	49	17	15	34	33	24	70	40	25	348
RECYCLE DEPT	45	38	6	13	7	6	106	107	54	62	62	57	563
REMINDER	474	520	637	544	438	683	743	667	570	620	673	494	7063
RENT A BIN	147	128	154	167	186	128	125	99	76	121	168	142	1641
REPAIR	1362	1210	1150	1296	1237	1074	1096	1252	1184	1449	1390	1253	14953
RESTART	50	111	115	124	101	126	142	143	95	122	141	101	1371
RTE MGR VERIFY	575	758	524	589	371	354	457	370	302	366	368	490	5524
SPECIAL EVENTS	96	56	188	134	80	80	55	49	49	101	171	138	1197
STOLEN	258	272	249	336	253	284	347	322	389	338	329	349	3726
XPU	871	762	689	718	724	729	687	683	743	734	806	755	8901
Grand Total	6631	6829	6406	6802	6550	9199	6897	5857	5923	6687	6670	6725	81176

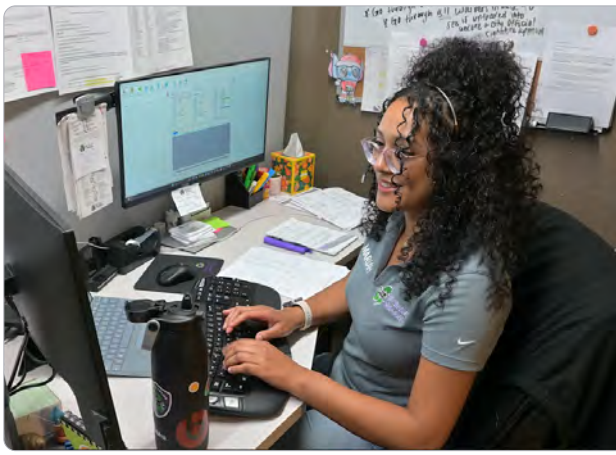
WORKING WITH CITY STAFF

Together with over 36 jurisdictions, MVD has developed efficient processes for receiving work orders and delivering feedback, so City Staff and the customer are always up to date with service items.

We leverage technology to expedite and track routes and work order status, including real-time email notifications, and online chatting features. We will collaborate with City staff on future processes to deliver transparent next-gen service communication through mobile applications and an online customer interface. We utilize 3rd Eye, an onboard truck monitoring system, that provides live video feed to give accurate service completion times to our customers and City Staff.

MAKING THE CONNECTION **WITH EVERY CUSTOMER**

BILINGUAL CALL CENTER



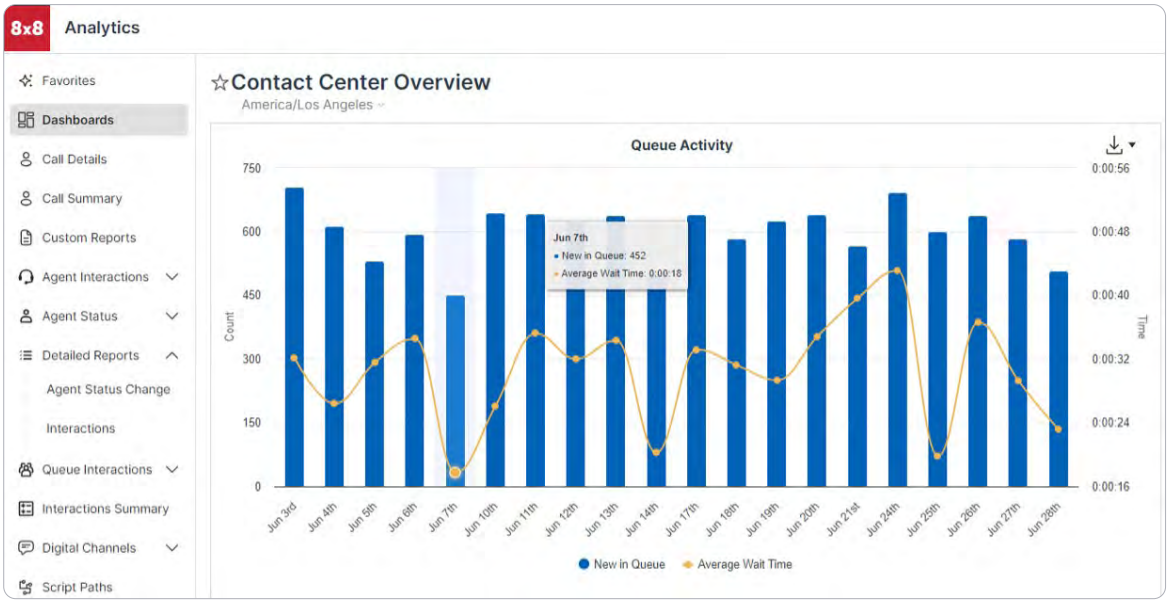
- ✓ MVD has established a bilingual call center with customer service representatives (CSRs) fluent in both Spanish and English.
- ✓ MVD's Customer Service Team is available Monday-Friday 8am-5pm.
- ✓ After hours phone calls are answered by a voicemail system. A designated CSR will respond to after-hour communications the next business day, beginning at 7:00am.
- ✓ Customers can expect prompt responses within 24 hours.



PHONE SYSTEM

MVD currently utilizes 8x8 technology, an omnichannel platform that combines the use of voice, chat, and video to optimize our customer service experience while providing detailed analytics and reporting.

- **Customers can reach us by email, online chat, or calling a local customer service center.**
- **8x8 tracks and records individual calls and chats to improve service accountability and performance analytics.**
- **Benchmarks are established for answer times, wait times, and total call times.**



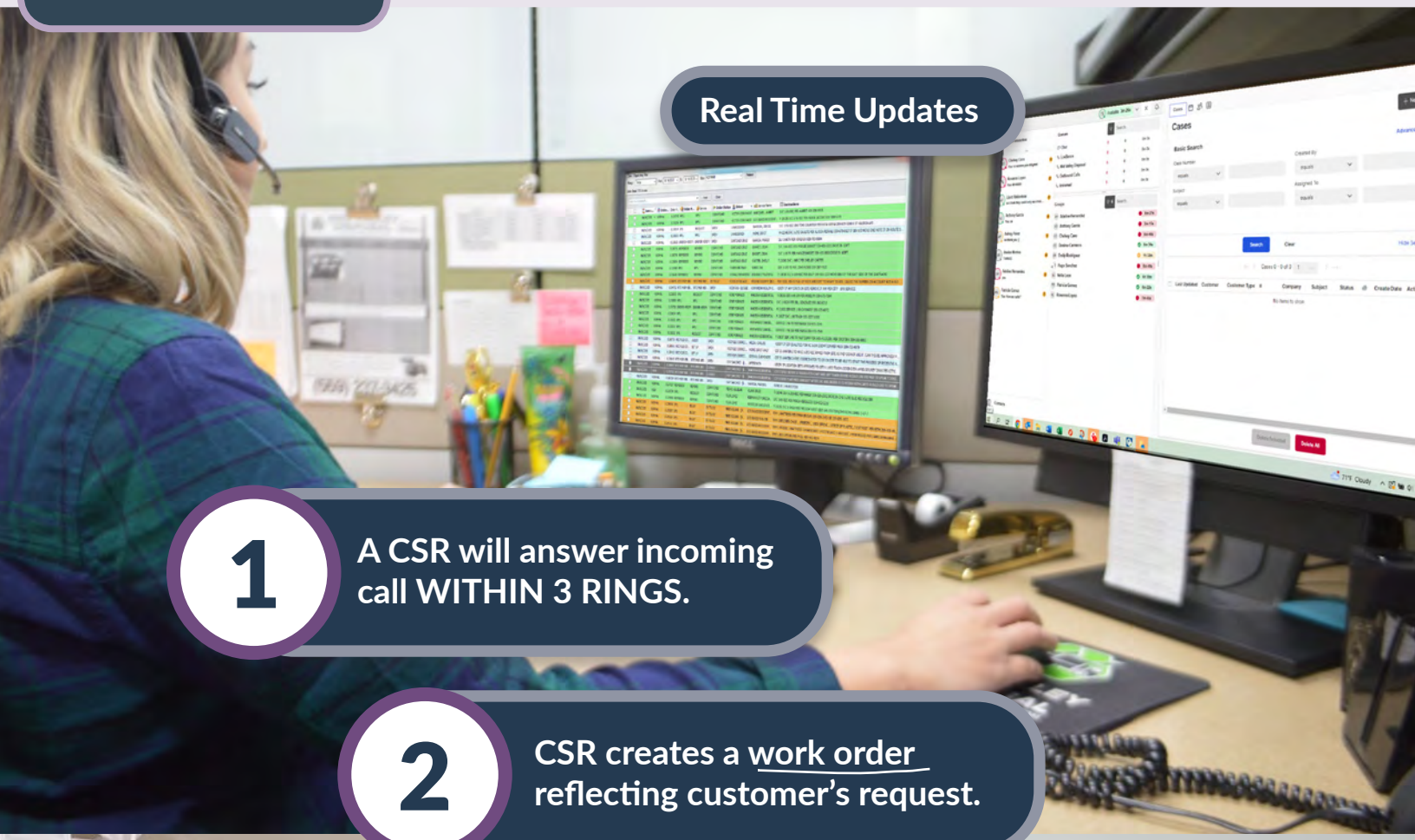
30
SECOND AVERAGE WAIT TIME

Work Orders

We leverage integrated technology to expedite and track work order status, back-office billing, and routing through Encore, a part of Routeware. Billing and service transaction codes are linked to contract pricing and routing. This ensures that accurate charges are applied for the service provided.

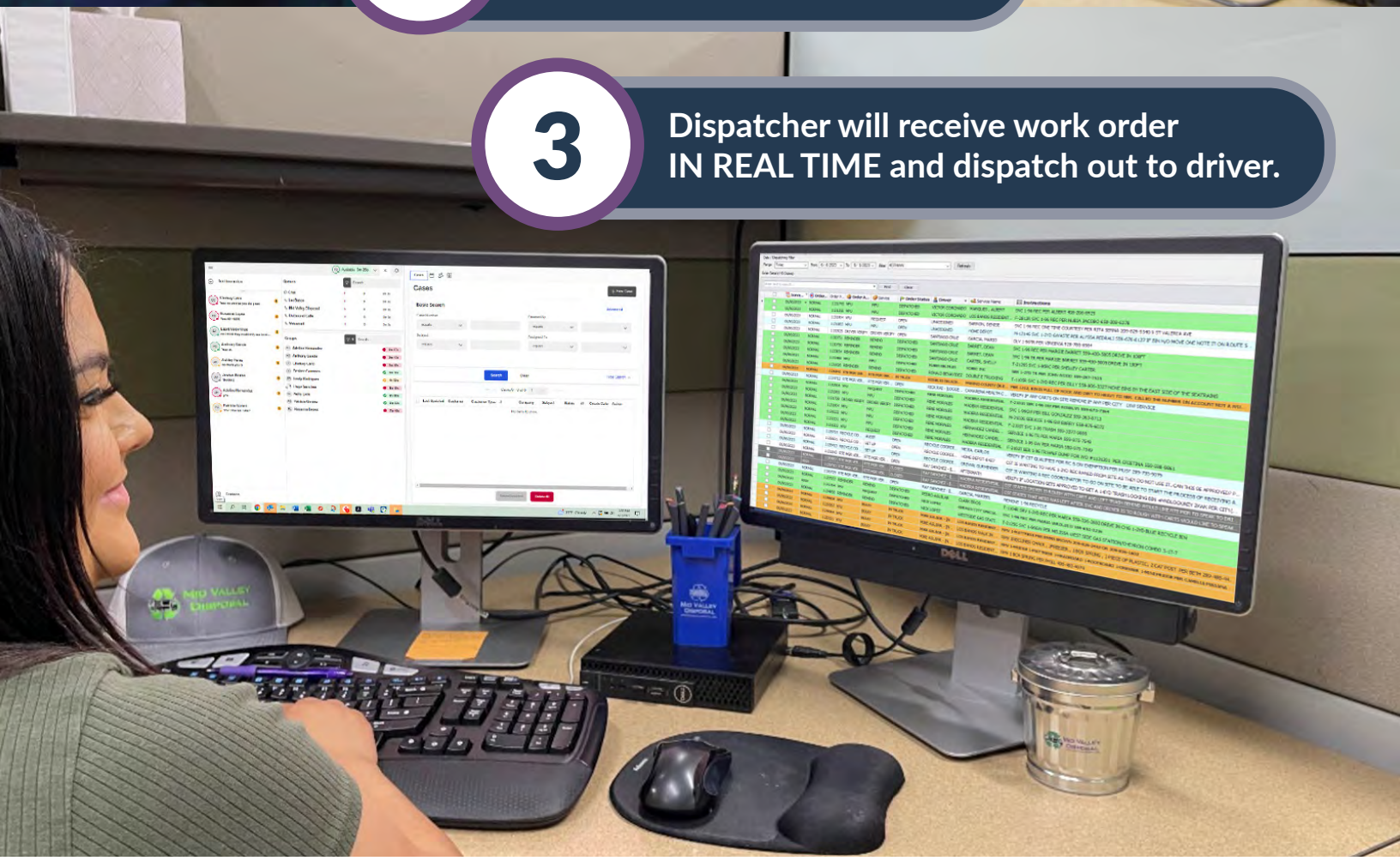
We follow a 5-step system that not only guides our actions but also holds our team accountable, ensuring customer satisfaction.

1. A CSR will answer incoming call within three rings.
2. CSR creates a work order reflecting the customer's request.
3. Dispatcher will receive work order in real time and dispatch out to a Driver.
4. Driver receives work order and updates Dispatch when work is completed.
5. Account is updated and customer is notified.



Real Time Updates

1. A CSR will answer incoming call WITHIN 3 RINGS.
2. CSR creates a work order reflecting customer's request.
3. Dispatcher will receive work order IN REAL TIME and dispatch out to driver.

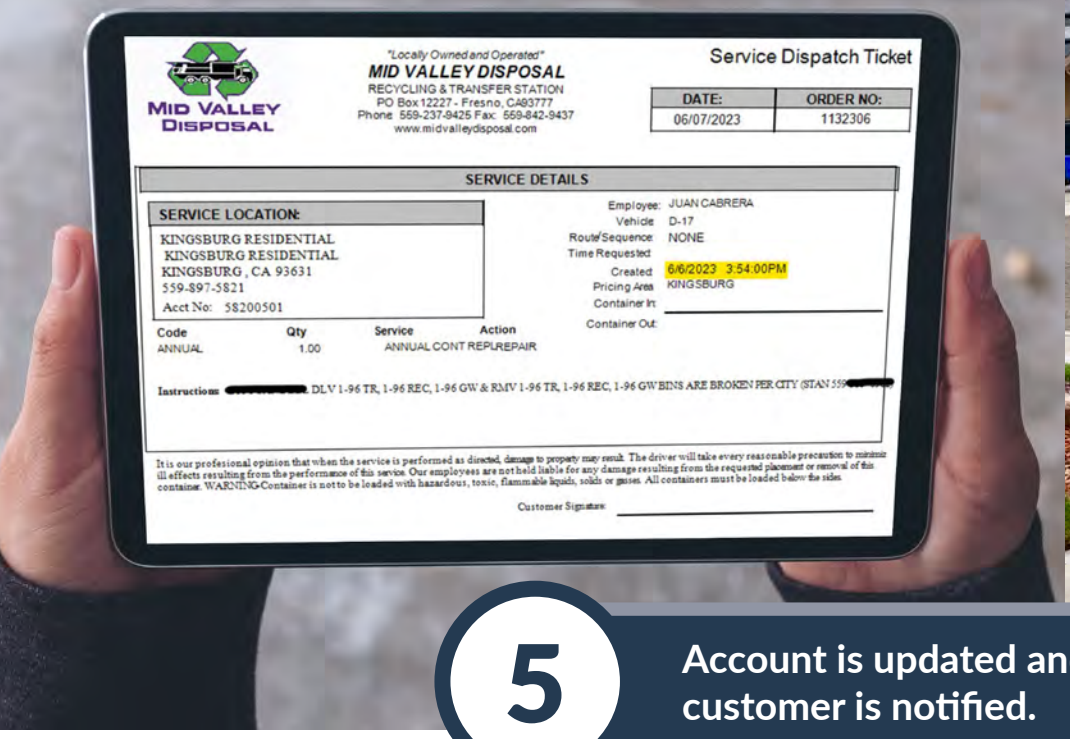






Customer: KINGSBURG RESIDENTIAL 58200501
Address: KINGSBURG RESIDENTIAL KINGSBURG
Driver: JUAN CABRERA ANNUAL CONT REPLACEMENT - REPAIR
Time: 6/7/2023 10:32:59 AM
Location: (36.53000592,-119.55351725)
Note: delivered replaced broken set of carts

4 Driver receives work order and updates dispatch when work is completed.



"Locally Owned and Operated"
MID VALLEY DISPOSAL
RECYCLING & TRANSFER STATION
PO Box 12227 - Fresno, CA93777
Phone 559-237-9425 Fax 559-842-9437
www.midvalleydisposal.com

MID VALLEY DISPOSAL

Service Dispatch Ticket

DATE:	ORDER NO:
06/07/2023	1132306

SERVICE DETAILS

SERVICE LOCATION:
KINGSBURG RESIDENTIAL
KINGSBURG RESIDENTIAL
KINGSBURG , CA 93631
559-897-5821
Acct No: 58200501

Employee: JUAN CABRERA
Vehicle D-17
Route/Sequence NONE
Time Requested
Created 6/6/2023 3:54:00PM
Pricing Area KINGSBURG
Container In
Container Out

Code	Qty	Service	Action
ANNUAL	1.00	ANNUAL CONT REPLREPAIR	

Instructions: [redacted] DLV 1-96 TR, 1-96 REC, 1-96 GW & RMV 1-96 TR, 1-96 REC, 1-96 GW BINS ARE BROKEN PER CITY (STAN 55[redacted]

It is our professional opinion that when the service is performed as directed, damage to property may result. The driver will take every reasonable precaution to minimize ill effects resulting from the performance of this service. Our employees are not held liable for any damage resulting from the requested placement or removal of this container. WARNING-Container is not to be loaded with hazardous, toxic, flammable liquids, solids or gases. All containers must be loaded below the sides.

Customer Signature:



5 Account is updated and customer is notified.

ACCOUNTABILITY IN ACTION: Driving Service Excellence

10,000+	15 SECONDS	LIVE	NO PHONE TREE
CALLS PER MONTH	AVERAGE WAIT TIME	REPRESENTATIVES	

Analytics Dashboard

MID VALLEY DISPOSAL

Order Event Details

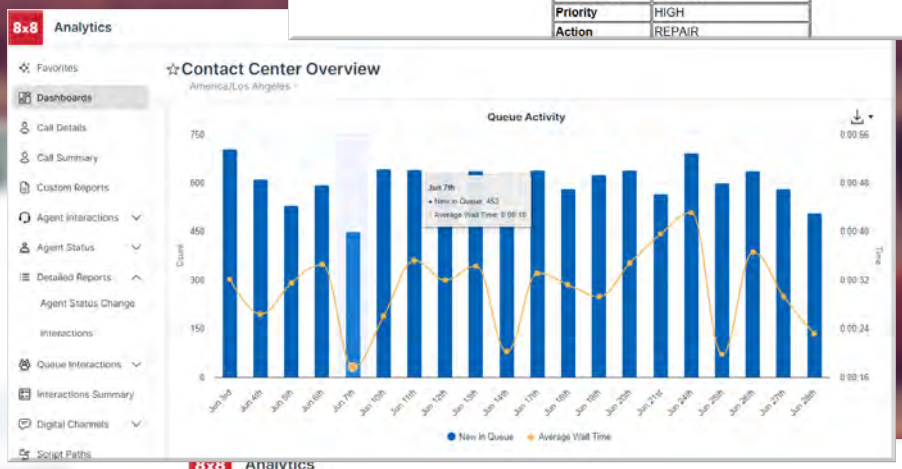
Received/Processed Date	Entered By	Event
Jun 06, 2023 15:54:56	MVDEMILYR	SERVICE ORDER ADDED WITH SERVICE ANNUAL, SERVICED ON 06/07/2023 VIA ROUTE NONE
Jun 06, 2023 16:04:42	MVDBRITTNEYKRUM	ORDER STATUS CHANGED FROM OPEN TO DISPATCHED
Jun 06, 2023 16:04:42	MVDBRITTNEYKRUM	ASSIGNMENT CHANGED FROM UNASSIGNED TO JUAN CABRERA
Jun 07, 2023 10:31:21	EMOBILE	ORDER DATA RECEIVED BY JUAN CABRERA S DEVICE VIA BATCH ID: 6220
Jun 07, 2023 10:31:21	SYSTEM	ORDER STATUS CHANGED FROM DISPATCHED TO IN TRUCK
Jun 07, 2023 10:36:44	JUAN CABRERA VIA EMOBILE	ORDER STATUS UPDATED TO JOB STARTED. RECORDED JUN 7 2023 10:34AM FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:36:44	JUAN CABRERA VIA EMOBILE	JOB END: ORDER STATUS CHANGED TO DONE-EMOBILE (-110). RECORDED JUN 7 2023 10:34AM FOR PRODUCTIVITY TRACKING
Jun 07, 2023 10:36:44	SYSTEM VIA EMOBILE	AUTOMATICALLY RECORDED 0.00 HOURS OF LABOR TIME FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:36:44	SYSTEM VIA EMOBILE	GPS DISTANCE FOR ORDER: 0.0
Jun 07, 2023 10:59:39	JUAN CABRERA VIA EMOBILE	JOB END: ORDER STATUS CHANGED TO DONE-EMOBILE (-110). RECORDED JUN 7 2023 10:57AM FOR PRODUCTIVITY TRACKING
Jun 07, 2023 10:59:39	SYSTEM VIA EMOBILE	AUTOMATICALLY RECORDED 0.38 HOURS OF LABOR TIME FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 15:02:35	MVDASHLEYP	STATUS CHANGED TO POSTED
Jun 07, 2023 15:02:35	MVDASHLEYP	POSTED TOTAL HOURS

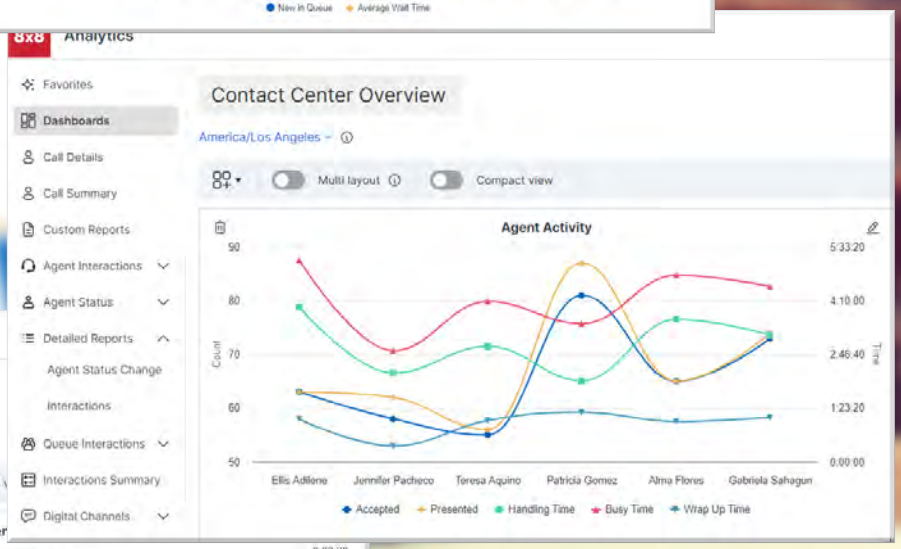
Instructions

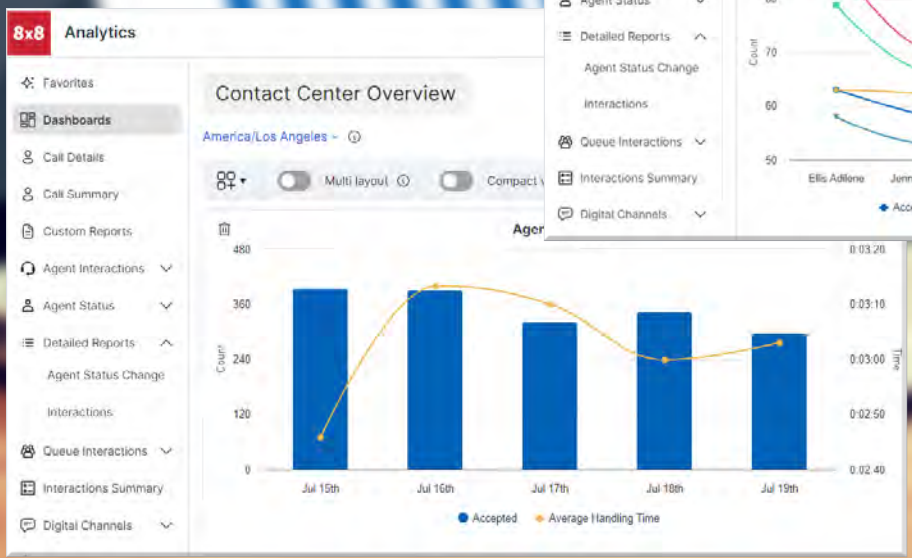
2431 SANDELL DLV 1-96 TR, 1-96 REC, 1-96 GW & RMV 1-96 TR, 1-96 REC, 1-96 GW BINS ARE BROKEN PER CITY (STAN 559-360--0982)

Order Details

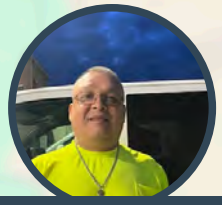
Order Number	1132306
Service Date	06/07/2023
Date Entered	06/06/2023 15:54:00
Entered By	MVDEmilyR
Assigned To	JUAN CABRERA
Order Status	POSTED
Priority	HIGH
Action	REPAIR







MVD EMPLOYEES LIVING IN DINUBA



Javier Valle



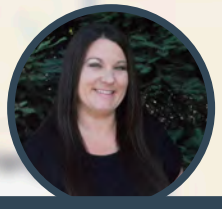
Noe Gonzalez



Mario Hernandez



Carlos Luna



Brittney Krum



Jesus Guzman



Adolfo Solis

7 MVD employees already call Dinuba

HOME

14. **RATES & COSTS**

Per the RFP instructions, we have submitted rates that apply only to the City of Dinuba under separate cover.

15. **OPERATION**

Mid Valley Disposal has many programs throughout several departments to ensure high quality support for collection services.



Local Knowledge + Industry expertise

MANAGING SERVICE SCHEDULES

Mid Valley Disposal's years of experience managing waste and recycling collections in rural, suburban, and metropolitan areas has resulted in established standard operating procedures that ensure predictable outcomes. These proven operational standards, combined with a culture focused on employee engagement and recognition, provide the foundation for our long-standing success. Our reputation is based on smart planning and a commitment to service by every employee.



Our drivers are trained to report any issue that prevents them from servicing a container as scheduled. They are empowered to correct the situation if possible, and to always report it. The driver initiates the process of reporting issues to a dispatcher, who then enters a note into our account system and notifies the customer. This proactive approach to service issues offers the fastest and most effective method to customer satisfaction.

Mid Valley Disposal prides itself on maintaining open lines of communication with each city's Public Works and Emergency Response Personnel. This helps MVD drivers anticipate events and/or obstruction that may affect collection service schedules. If an unforeseen obstruction occurs, our drivers notify dispatch to find a solution. Communication with the jurisdiction and/or affected customer(s) is key to managing expectations and accountability.

ROUTE OPERATION

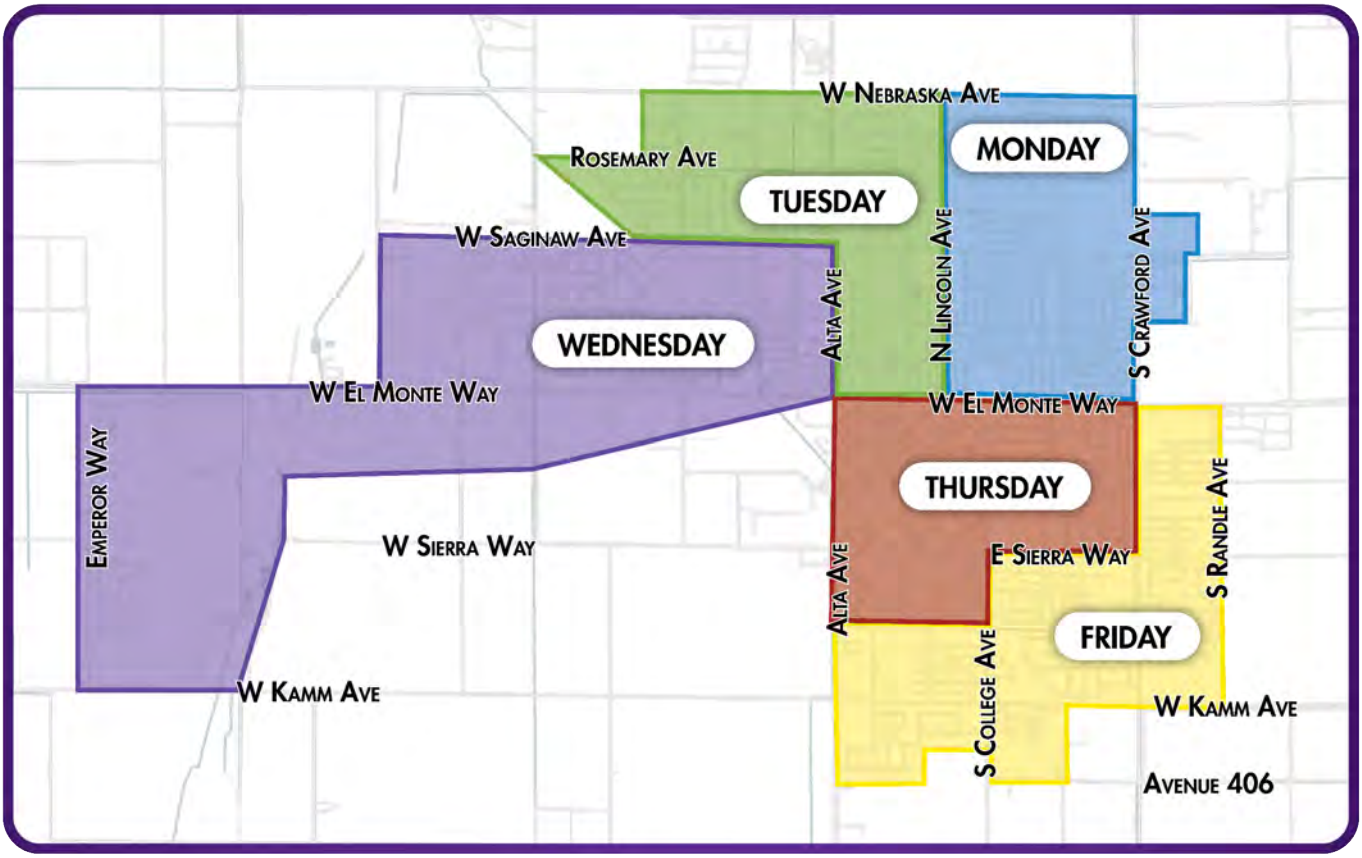
Our routing plan is based on routes dedicated exclusively to the City of Dinuba. Mid Valley Disposal would closely study the geography, detail the zoning of Commercial, Multi-Family, and Residential areas, study the current collection routes, and measure travel time to and from the facility.



Our drivers report all property damage immediately, regardless of cause and/or severity, initiating the Route Supervisor to follow up and document the event. Drivers are tasked with reporting containers in need of repair and if possible, repairs are made on-route. If damage is more severe, the container is exchanged immediately.

All trucks are equipped with digital two-way radios that provide direct communication between the route Driver, Dispatch team, the Route Supervisor, and other routes. Customer Service has access to the route Driver through the Dispatcher.

MVD's routing approach protects residential areas more sensitive to collection activity noise. Commercial stops located adjacent to residential areas are sequenced toward the end of the route so that early morning collections do



The above map is provided as a sample reroute plan.

not occur and disturb residents. Mid Valley Disposal has never encountered persistent or multiple noise complaints, but if they are received, the matter is investigated immediately, and routing changes made to mitigate the problem. Mid Valley Disposal's Route Supervisor would follow up to make certain the problem was permanently resolved.

Routes will reflect and identify service type - Commercial, Residential, or Multi-Family - and the material type being serviced. Accounts will be uniquely identified and categorized under the franchise agreement so that service data can be analyzed effectively to validate programs that are in place. Specifically, we can cross reference service types to identify customers who fall under the applicable regulations. If we find that we do need to commingle routes, we have received approval from CalRecycle to utilize the methodology of percentage of yards by jurisdiction applied to tons disposed of.

Mid Valley Disposal utilizes a route management software that is directly tied to the back-office that achieves accurate service details for drivers. The route management software is designed to record, analyze, and report jurisdictional tonnages across multiple waste streams. By tracking route productivity and weight ticket data in a single system, we can streamline comprehensive reporting for all regulatory compliance. We have experience transmitting analytical data via file upload, email, and direct entry into web applications.

Mid Valley Disposal is proposing an updated residential and commercial routing plan that will begin with the City of Dinuba upon approval on or around July 1st. This new plan will include a 5 day per week residential and commercial services program.

The new residential program will consist of a Monday through Friday schedule beginning at 6:00AM and concluding at 3:30 PM daily. We will establish clearly defined geographic areas throughout the City balancing the 5700 existing single-family homes throughout the 5-day week evenly. We will take into account residential growth areas to accommodate for an increase in recycling and population balancing the route days.

All 3 carts, refuse, recycling, and organics will be serviced on the same service day in the 5-day per week routing

schedule. This routing platform is currently used in all our municipal contracts and has proved to be extremely successful. Some of the benefits of the 5-day 3-container commodity service schedule include a one touch approach for residential customers. Customers will be able to set out all 3-carts on a single day instead of two carts on one day and one cart on a separate day. Collection vehicle travel is limited to the geographic areas proposed thus mitigating and compartmentalizing services in your town. It also reduces wear and tear on the city's road systems impacting traffic flow, safety, and maintenance. Services are also improved through the additional flexibility with collection vehicles and scheduling requests such as extra pickups and or the complimentary service for a resident that may have taken out there carts a little late. Recycling outreach and education is more efficient by having all 3 carts out for service on the same day. Recycling coordinators and route supervisors are better able to assist individual residents and provide direction rapidly and accurately with this approach.

Marketing the rollout of this program will be detailed and methodical. A full color address map of the entire city will be part of an educational package that is delivered with the new carts. The address map will clearly identify the geographic area that the customers address falls in. Service specifications such as set out times, spacing of carts, and where they can find assistance will all be detailed in this package. Preceding this package, a succession of postcard mailers and door hangers will be sent out detailing the changes to services. Advertisements in local newspapers, social media, and postings in common areas will also be provided to ensure full transparency of the changes and maintain high levels of communication.

16. **EXCEPTIONS**

Mid Valley Disposal has no exceptions to include with this proposal.

17. **SB 1383 COMPLIANCE**

Mid Valley Disposal fully appreciates the challenges the City of Dinuba and other municipalities face in meeting new unfunded State mandates. For over 20 years we have assisted municipalities, large and small, in navigating new legislation that affects our industry. With our experienced team, we are well positioned to assist the City of Dinuba in complying with SB 1383.

The senior management team at Mid Valley Disposal is very familiar with all the requirements of SB 1383 that jurisdictions are now expected to comply with as of January 2022. The following is a list of actions we have already taken in cities we serve:



- ✓ **Implemented a color compliant 3 can system.**
- ✓ **Developed and implemented reporting tools that conduct regular route and facility audits, and on-going customer education and monitoring.**
- ✓ **Compiled a list of potential commercial edible food generators and food recovery services and organizations in contract cities (will do the same in the City of Dinuba to assist in establishing an Edible Food Recovery Program).**
- ✓ **Conduct site assessments and waste audits.**
- ✓ **Assist city with generator waiver requirements.**
- ✓ **Developed SB 1383 FAQ, PowerPoint presentation, and educational materials as part of education and outreach efforts for contract cities and their communities.**
- ✓ **Attend city events to provide continued education to generators.**



Mid Valley Disposal has assisted cities in amending their solid waste ordinance to include mandatory organic recycling services for residents, multiple family dwellings and commercial businesses. Mid Valley Disposal is currently assisting other cities to include SB 1383 mandatory organic waste collection services, recordkeeping, and enforcement in their ordinance. Mid Valley Disposal's educational and outreach efforts as well as proactively conducting site assessments resulted in having successful organic waste collection services in all our contract cities. On an average Mid Valley Disposal collects and processes 52,300 tons of source separated organic wastes including food waste each year. City of Sanger averages 235 tons of organic wasted collected each month, Kingsburg averages 135 tons per month, and City of Madera averages 400 tons per month to just name a few.



Mid Valley Disposal is also well positioned to assist the City in meeting its procurement of recyclable and recovered organic products and monitoring compliance and enforcement.

The primary goal of our transition planning will be to bring the City in compliance with SB 1383, AB 341 and/or AB 1826 starting with all commercial and multi-family customers. A list of Food Recovery Organizations and Food Recovery Services operating with the City will be provided to the City prior to June 1st, 2025. The list will also be updated and maintained on Mid Valley Disposal's City-specific website. Mid Valley Disposal will include

all information specified under Sections 18991.2 through 18991.5 of the SB 1383 regulation. Annually, Mid Valley Disposal will provide Commercial Edible Food Generators with information regarding the City's Edible Food Recovery Program, what is required of them, information about Food Recovery Organizations and Food Recovery Services operating within the City and where the list can be found, and information about actions that they can take to prevent the creation of food waste.

Detailed information on how Mid Valley Disposal will assist the City with SB 1383 compliance with distribution of educational materials and outreach is described in Section 4.1.F of this proposal. Mid Valley Disposal is also committed to being a resource and partner with the City on how to align their City (Code) Ordinances with State law to ensure the City has the legal authority to implement SB 1383.



18. **LITIGATION**

Mid Valley Disposal takes pride in our long history of serving Cities and Municipalities in the Central Valley. Today we provide services under 31 franchise agreements, which represents a combined 350 years of service under franchise agreements. In all those years, we are happy to report that we have never been involved in litigation with any municipality we serve.

Mid Valley Disposal has been named as a Real Party in Interest in the matter of CAGLIA ENVIRONMENTAL LLC vs. CITY OF SELMA filed 12/22/2023 in Fresno County Superior Court of California. As a Real Party in Interest, our response has been to support the City of Selma's right to select a hauler of their choice based on a thorough RFP process.



RFP Pricing - Common Service & Fees		
Area	Pena's Disposal	Mid Valley Disp
Standard 3-cart	$ 22.28	$ 25.90
Senior 65g 3-cart	$ 20.05	$ 23.85
Contamination Fee	$ 36.00	$ 15.00
Commercial Trash 96g x1	$ 24.98	$ 21.00
Commercial Trash 3yd x1	$ 112.50	$ 148.00
Commercial Recy 96g x1	$ 18.45	$ 14.00
Commercial Recy 3yd x1	$ 78.75	$ 82.00
Commercial Org. Cart x1	$ 32.99	$ 18.00
Contamination Fee (3yd trash bin)	$ 81.52	$ 30.00
Overage Fee (3yd trash bin)	$ 65.21	$ 40.00
Downtown Containers (85) 1x	$ -	$ -
Temp 3 yd Bin for Cleanups (4yd)	$ 72.00	$ 125.00
30YD Compactor-Trash (Haul Fee)	$ 311.40	$ 295.00
40YD RO-Trash (Haul Fee)	$ 337.50	$ 325.00
40YD RO-Recycling (Haul Fee)	$ 135.00	$ -
40YD RO-C&D (Haul Fee)	$ 283.50	$ -
Per-Ton Charge -Trash	$ 34.00	$ 60.00
Per-Ton Charge -Recycling	Market Rate	$ -
Per-Ton Charge - C&D	$ 52.00	$ -
Rate Adjustments	Offered to discuss no rate increase for 2 years & capped CPI	Default to Agreement - Annual CPI Adjustment w/5% cap

City Council Staff Report

Department: POLICE SERVICES | October 22, 2024

To: Mayor and City Council

From: Abel Iriarte, Chief of Police

Subject: Introduction and Oath of Office for Police Officer Shawn Campbell (AI)

RECOMMENDATION

Introduction and swearing-in ceremony for new Police Officer Shawn Campbell.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

City Council Staff Report

Department: POLICE SERVICES | October 22, 2024

To: Mayor and City Council

From: Abel Iriarte, Chief of Police

Subject: Introduction and Oath of Office for Police Officer Rogelio Diaz (AI)

RECOMMENDATION

Introduction and swearing-in for new Police Officer Rogelio Diaz.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

City Council Staff Report

Department: POLICE SERVICES | October 22, 2024

To: Mayor and City Council

From: Abel Iriarte, Chief of Police

Subject: Introduction of Public Safety Dispatcher Josiah Landeros (AI)

RECOMMENDATION

Introduction of new Public Safety Dispatcher Josiah Landeros.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

City Council Staff Report

Department: CITY CLERK | October 22, 2024

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

By: Lupe Montejano, Billing and Collections Supervisor

Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting minutes of October 8, 2024 as presented

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, October 8, 2024

October 8, 2024
MINUTES

COUNCIL MEMBERS PRESENT:

Nerio-Guerrero, Launer, Prado, Reynosa

COUNCIL MEMBERS ABSENT:

Thusu

STAFF MEMBERS PRESENT:

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

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 Chaplain Susee.

1.3. Pledge of Allegiance

The Pledge of Allegiance was led by Chaplain Susee.

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.

None.

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

Request for Excused Absence Council Member Linda Launer (MA)

RECOMMENDATION

Council to excuse the absence of Council Member Linda Launer from the City Council meeting of September 24, 2024.

4.2. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of September 24, 2024.

4.3. SUBJECT

Resolution 2024-79 Declaring 168 South L Street (APN 017-122-011) Exempt from the Surplus Land Act (DJ)

RECOMMENDATION

Council adopt Resolution 2024-79 declaring real property located at 168 South L Street (APN 017-122-011) Exempt from the Surplus Land Act requirements.

4.4. SUBJECT

Resolution No. 2024-75 Approving an Extraterritorial Water and Sewer Service Connections to APN 030-80-36 Located Outside City Limits (GA)

RECOMMENDATION

Council to take the following action by one motion:

1. Adopt Resolution No. 2024-75 approving the extension of municipal water and sewer services to the property located at 1052 N. Crawford Ave.; and,

2. Authorize the City Manager or his designee to enter into an agreement with Lucy Aguirre to connect her property to City water and sewer; and,

3. Authorize the Public Works Director or his designee to submit an application to the Tulare Local Agency Formation Commission (LAFCO) for an extraterritorial water and sewer service connections.

4.5. SUBJECT

Sponsorship for Open Gate Ministries Generation of Love Event (MA)

RECOMMENDATION

Council to approve sponsorship in the amount of $500 for Open Gate Ministries Generation of Love Event on October 10, 2024.

A motion was made by Council Member Prado , second by Vice Mayor Nerio-Guerrero, 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 September 27 & October 4, 2024 (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

Public Hearing and Adoption of Ordinance No. 2024-05 approving City Council Members Compensation (DJ)

RECOMMENDATION

Council to conduct a public hearing, waive first reading, and take the following action by one motion:

1. Introduce, waive first reading, of Ordinance No. 2024-05 amending Dinuba Municipal Code Section 2.04.050 setting City Council compensation at $500 per month consistent with state law (SB 329); and,

2. Set second reading and adoption of Ordinance No. 2024-05 for October 22, 2024.

Assistant City Manager James reported that recent changes in state law have set new limits to council compensation based on population. The council's current stipend for services rendered to the community was set at $300 in 1984. Based on the average Council compensation of neighboring cities, James proposes a stipend adjustment to $500. James reported that the suggested amount falls below what's allowed by state law.

The council expressed their approval and opposition to the increase.

Mayor Reynosa opened the Public Hearing.

No comment was made.

Mayor Reynosa closed the Public Hearing.

A motion was made by Council Member Launer, second by Vice Mayor Nerio-Guerrero, to waive the first reading, of Ordinance No. 2024-05 amending Dinuba Municipal Code Section 2.04.050 setting City Council compensation at $500 per month consistent with state law (SB 329); and, set a second reading and adoption of Ordinance No. 2024-05 for October 22, 2024.

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

7. MAYOR/COUNCIL REPORTS

The Council shared their attendance at various community events. The Council thanked staff for their work during the Raisin Day Festival.

8. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported attending a KJUG Country Concert with Parks Staff in preparation for future city events. Patlan shared that the League Conference will be next week Wednesday through Friday.

9. CITY STAFF COMMUNICATIONS

Assistant City Manager James said the High School Football Booster fundraiser is next week. James reported that a trench was filled at the roundabout and the roundabout is progressing.

Administrative Director Solis shared that the department has an open Billing Clerk recruitment due to an internal promotion.

City Attorney Lew shared that he will attend the League Conference next week.

Fire Chief Chastain shared that the Fire Station Open House was well attended. Chastain reported that his department has had several resignations and will be recruiting to fill vacancies.

Police Chief Iriarte reported that National Night Out is tonight.

Parks Director Hurtado shared that Dog Days was a success.

Public Works Director Avila reported on a Waste Water Operator Trainee recruitment. Avila shared that the city was recognized for work on the roundabout.

10. ADJOURNMENT

Mayor Reynosa adjourned the meeting at 6:51 p.m.

City Council Staff Report

Department: CITY CLERK | October 22, 2024

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 8, 2024.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

Council Member Kuldip Thusu was unable to attend the City Council meeting on October 8, 2024. Council Member Thusu requested that the City Council excuse his absence from the October 8, 2024 meeting.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

City Council Staff Report

Department: CITY MANAGER'S OFFICE | October 22, 2024

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Request for Sponsorship for the Dinuba Chamber of Commerce Car Show, Chili Cook Off and Concert on November 9, 2024 (MA)

RECOMMENDATION

Council to approve sponsorship in the amount of $7,000 for the Dinuba Chamber of Commerce Car Show, Chili Cook Off and Concert on November 9, 2024.

EXECUTIVE SUMMARY

The Dinuba Car Show, Chili Cook Off and Concert is scheduled for November 9. 2024. The one-day event celebrates the downtown area with a classic car show, chili cook off, live music and a beer garden. The Dinuba Chamber of Commerce has submitted a request for City sponsorship of the event in the amount of $7,000.

OUTSTANDING ISSUES

None.

DISCUSSION

The Dinuba Chamber of Commerce submitted a letter requesting the City to sponsor the Dinuba Car Show, Chili Cook Off and Concert event in the amount of $7,000 (Attachment 'A'). The event is scheduled for November 9, 2024, at the Entertainment Plaza from 3:00 p.m. to 8:00 p.m. for the Car Show and 4:00 p.m. to 6:00 p.m. for the Chili Cook Off.

The sponsorship will be used to cover city services, security, and entertainment expenses. The sponsorship also ensuring that the event remains free and accessible for all attendees.

Additional items that have been requested by the Chamber of Commerce will be handled under the purview of the Traffic Safety Committee.

FISCAL IMPACT

Sponsorship of events like the Car Show event are funded in the Community Grant fund.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Dinuba Chamber Car Show Request for Sponsorship

Dinuba
Chamber of Commerce

Dear Mayor Reynosa and Council Members Luis Patlan City Manager and City Staff,

We are thrilled to announce the upcoming Dinuba Car Show and Concert on October 19th, 2024, from 3:00 to 8:00 PM. This year, we are focusing on creating a vibrant, condensed one-day event that celebrates our downtown area with a classic car show, live music, and a beer garden. This shift aligns perfectly with our mission to support commerce and bring thriving events to the heart of our community.

The Dinuba Lions Club, while stepping back from the primary organization of the event due to a lack of volunteers, continues to work closely with the Dinuba Chamber of Commerce to ensure the success of this long-standing tradition. We deeply appreciate their ongoing support and dedication to making this event a memorable one for our community.

In light of the changes, this year's event will feature an engaging concert in downtown Dinuba, alongside the car show. The focus on downtown is especially meaningful as it highlights our commitment to fostering economic growth and bringing people together in the city center. By consolidating the event into a single day, we aim to create an energetic and lively atmosphere that showcases the best of what Dinuba has to offer.

To support this beloved event, we respectfully request a $7,000 sponsorship. This contribution will be used to cover city services, security, and entertainment expenses, ensuring the event remains free and accessible for all attendees. We believe this event aligns with the city’s vision of promoting family-friendly activities in our downtown area and are open to any suggestions city leadership might have to enhance the event’s success.

Your generous sponsorship in the past has been crucial to the event's success, and we hope to continue this partnership to bring an exciting and prosperous experience to our community once again. We are confident that this year’s Dinuba Car Show and Concert will attract participants and spectators from across the valley, further establishing Dinuba as a vibrant and welcoming destination.

Thank you for considering our request and for your ongoing support and commitment to our community. We look forward to the possibility of your participation in making this year’s event an outstanding success.

Warm regards,
Heathe Jones
CEO/President
Dinuba Chamber of Commerce

City Council Staff Report

Department: FINANCE SERVICES | October 22, 2024

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

Subject: Resolution No. 2024-69 Authorization to Enter into Lease Agreement for Acquisition of New Golf, Utility Carts and a Greens Mower for Ridge Creek Golf Course (KS)

RECOMMENDATION

Council to adopt Resolution No. 2024-69 approving a 48-month Lease Agreements with PNC Equipment Financing for (75) new golf carts and (6) new utility carts and a greens mower for use by Ridge Creek Golf Course and authorize the Administrative Services Director to execute all necessary documents.

EXECUTIVE SUMMARY

The City is proposing to lease seventy-five (75) new golf carts and six (6) new utility carts and a greens mower for use by Ridge Creek Golf Course. The existing four-year lease term expires at the end of the year. The City will use PNC Equipment Finance for the lease financing over 48 months for the carts and 60 month financing for the greens mower. Resolution No. 2024-69 authorizes staff to execute the lease agreements for new golf carts, utility carts and the greens mower.

OUTSTANDING ISSUES

The approval of this item is contingent upon the approval of Resolution No. 2024-83, Amendment to the Purchasing Policy.

DISCUSSION

The four-year lease term on the current fleet of seventy-five (75) golf carts and six (6) utility carts expires in December of 2024. The City is proposing to enter into a new four-year lease to replace the existing fleet of golf and utility carts. The current greens mower is over sixteen years old. The proposed lease agreement for the greens mower is for a period of five years.

Three vendors provided quotes to replace the existing fleet of golf and utility carts:

Yamaha, Club Car and EZ-GO. Staff determined that EZ-Go provided the best lease terms and price. The new golf carts from EZ-Go will be the RXV-Elite featuring upgraded seats, fast charging, and zero maintenance costs. A brochure with specifications on the new golf carts is provided in Attachment 'A'.

A new feature that will be added to the golf carts is the Izon GPS system which includes a 10" ultra-bright display mounted on the cart that will provide golfers with a detailed aerial of the fairway and green course graphics that include accurate dynamic yardages. Kemper Sports was able to secure this feature at no-cost to the City. A brochure on the Izon GPS system and features is enclosed as Attachment 'B'.

The City will use PNC Equipment Finance for the leases. The monthly lease payments for the seventy-five (75) golf carts are $10,497 and $1,825 for the six (6) utility carts for a period of four years. Ridge Creek included $12,322 in the FY 2024/25 budget for the new leases. After the first year of payments, a one-time rebate in the amount of $25,221 will be incorporated.

The monthly lease payments for the Greensmaster greens mower are $997 for a period of five years and there is also an option to buy the equipment at the end of the lease agreement.

Resolution No. 2024-69 enclosed herein as Attachment "C" authorizes the Administrative Director to execute the lease agreements with PNC Equipment Finance for the new golf and utility carts over a four-year period and the greens mower over a five-year period.

FISCAL IMPACT

The monthly lease payments for all new equipment will total approximately $12,318 for the first four years and $997 for the fifth year. The lease payments are currently included in the 2024/25 fiscal year budget.

PUBLIC HEARING

None.

ATTACHMENTS:

A. EZ-Go RXV Elite
B. Izon GPS Feature
C. Resolution 2024-69 Approving Lease Agreements with PNC Equipment Finance for Golf Equipment

ELiTE™ LITHIUM



THE PATH FORWARD, PAVED BY RXV® ELiTE LITHIUM

The most advanced, economical and high-performing electric powertrain option in the industry also delivers cleaner performance for the planet. E-Z-GO® ELiTE Lithium vehicles provide cost and energy savings for greater value, while also offering a better playing experience to courses everywhere.

FIVE-YEAR
Unlimited Amp Hour Warranty

CHARGE FOUR VEHICLES
Per 20-Amp Circuit* for Easier Cart Barn Conversion

INTELLIBRAKE™
For Increased Safety and Efficiency

EZGO®

EZGO.com/ELiTE

FROM THOSE WHO KNOW

"The biggest benefit that I've seen is that the carts are smoother, lighter and don't wear on the turf as much. I have full confidence in sending them back out after 18 holes."

– Jeff Johnson
PGA Master Golf Professional
Sunflower Hills Golf Course

"We've seen savings of $2,000 per month on our electric bills, which easily offsets the cost to upgrade."

– Paul Grillo
Executive Director
Sterling Farms Golf Course

"Lift the seat up and see the 300-lb weight savings under the seat, and the no maintenance on all of the carts saves me at least 10 hours a week."

– Brian Klender
General Manager
Pierce Lake Golf Course

Activated by Samsung SDI, E-Z-GO ELiTE Lithium vehicles also feature AC drive and our patented IntelliBrake technology, which provides superior efficiency and an automatic parking brake. This brings many advantages to your golf course and the environment.



THE BEST FOR YOUR COURSE

Use less out-of-the-wall power to charge.

No battery watering and zero maintenance.

5-year battery warranty.

THE BEST FOR THE PLANET

ELiTE vehicles have saved enough energy to power more than 3,500 homes for a year.

Longer-lasting batteries than lead acid, which reduces overall environmental waste.

IntelliBrake™ converts speed to electricity, allowing it to repurpose energy. Its brake components also last longer, reducing material consumption.

INDUSTRY-LEADING SPECIFICATIONS

DIMENSIONS

OVERALL LENGTH	94.5 in (240 cm)
OVERALL WIDTH	47.0 in (119 cm)
OVERALL HEIGHT (W/O ROOF)	46.5 in (118 cm)
OVERALL HEIGHT (W/ ROOF)	69.5 in (167 cm)
WHEEL BASE	65.7 in (167 cm)
FRONT WHEEL TRACK	35.5 in (90 cm)
REAR WHEEL TRACK	38.0 in (97 cm)
GROUND CLEARANCE @ DIFFERENTIAL	4.5 in (11 cm)

POWER

POWER SOURCE	56.7-Volt DC
MOTOR TYPE	AC Induction
HORSEPOWER (KW)	4.4 hp (3.3 kW) Continuous
ELECTRICAL SYSTEM	56-Volt
BATTERIES (TYPE)	ELiTE 2.2, 56.7-Volt Lithium
KEY OR PEDAL START	Pedal
BATTERY CHARGER	Lithium World Charger 56-Volt DC 10 ft. DC Cord
SPEED CONTROLLER	235-amp Solid-State AC Controller
DRIVETRAIN	Motor Shaft Direct Drive
TRANSAXLE	Limited Slip Differential
GEAR SELECTION	Dash Mounted Forward-Neutral-Reverse
REAR AXLE RATIO	16.99:1
KEY SWITCH	Into Key Switch
PROGRAMMABLE GOLF MODES	Unique Group, Unique Individual

PERFORMANCE

SEATING CAPACITY	2-Passenger
DRY WEIGHT	599 lbs (272 kg)
CURB WEIGHT	646 lbs (293 kg)
VEHICLE LOAD CAPACITY	500-800 lbs (227-360 kg)
OUTSIDE CLEARANCE CIRCLE	19.2 ft (5.8 m)
SPEED (LEVEL GROUND)	19 mph ± 0.5 mph (Up to 30.6 kph ± 0.8 kph)
TOWING CAPACITY	Three E-Z-GO Golf Carts with Approved Permanent Tow Bar

STEERING & SUSPENSION

STEERING	Double-Ended Rack and Pinion
SUSPENSION	Front: Independent A-Arm Coil-Over Shock; Rear: Mono-Leaf Spring With Hydraulic Shocks
SERVICE BRAKE	Induction Motor
PARKING BRAKE	Automatic Electro-Magnetic
TIRES	18 x 8.50-8 (4-ply rated)

BODY & CHASSIS

FRAME	Welded Steel with Powder-Coat Protection
BODY & FINISH	Injection Molded TPO
OPTIONAL BODY COLORS	Almond, Black, Bright White, Burgundy, Electric Blue, Flame Red, Forest Green, Inferno Red, Ivory, Metallic Charcoal, Oasis Green, Ocean Grey, Patriot Blue, Platinum, Sunburst Orange (custom colors available)
STANDARD SEAT COLORS	Stone Beige, Oyster, Grey, Black
PREMIUM SEAT COLORS	Mushroom, Grey (custom colors available)
PINSTRIPE COLORS	Pewter, Black, Gold

*With ELiTE light charger. Based on RXV technology–net energy inclusive of regen. Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model. ©2022 Textron Specialized Vehicles, Inc. All rights reserved.

EZGO®

EZGO.com/ELiTE

IZONGOLF

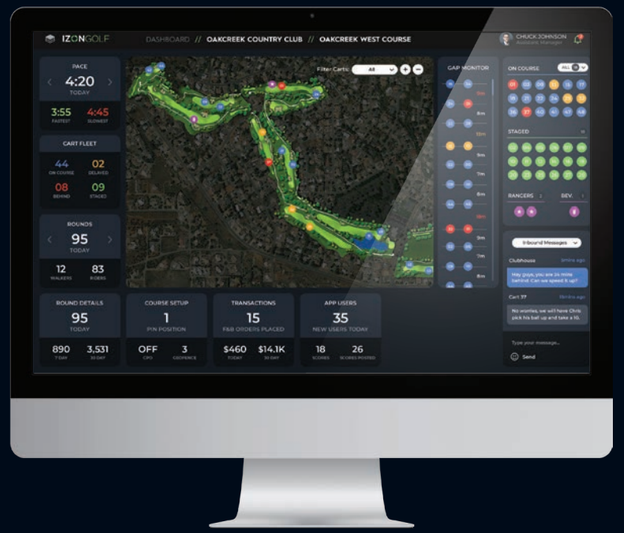
TOTAL COURSE TECHNOLOGY



NO COST HARDWARE SOLUTION

2024

IZONGOLF TOTAL COURSE MANAGEMENT



- GPS Fleet Management
- Custom GeoFencing
- Preferred Pin Placement
- Cart and Walker Real Time Pace of Play
- Direct to Golfer Messaging
- Live Dashboard
- Multi-Course View for MCOs
- Driving and Walking Tracking / History
- Expansive Marketing Suite of Tools
- TRX F&B Solution

IZONPWR BATTERY CHARGING STATIONS

- Battery Charging Stations fit current cart storage power grid
- Rack or wall mount installations in cart barn
- Charging stations utilize standard 120V outlet



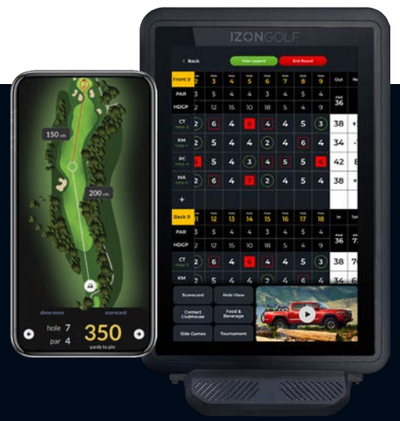


IZONTRX

REIMAGINE GOLFER F&B ENGAGEMENT

- Allow golfers to order Food & Beverages conveniently from their cart
- Golfers choose delivery to them during their round or have it waiting at allocated F&B “stands”
- Complete the Transaction from the Cart with QR code or Tap to Pay



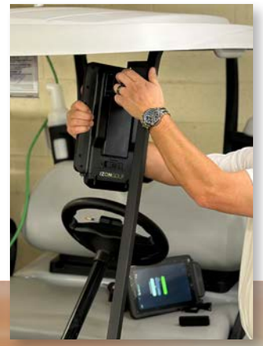


THE GOLFER EXPERIENCE

- GPS – Direct to Point Yardage
- Look Ahead Feature
- Tournament Scoring/Live Leaderboard (Golf Genius Integration Coming Soon)
- Shareable Scorecard
- Live Cart to Cart Scoring
- Custom Companion Mobile App for Walkers

CUT THE CORD

- Zero cart battery reliance, self install & swap system
- First ever Self-Reliant System in the History of Golf Cart GPS
- Conveniently located on the left cart upright
- Remote Onboarding and Training included with a White Glove on-site option





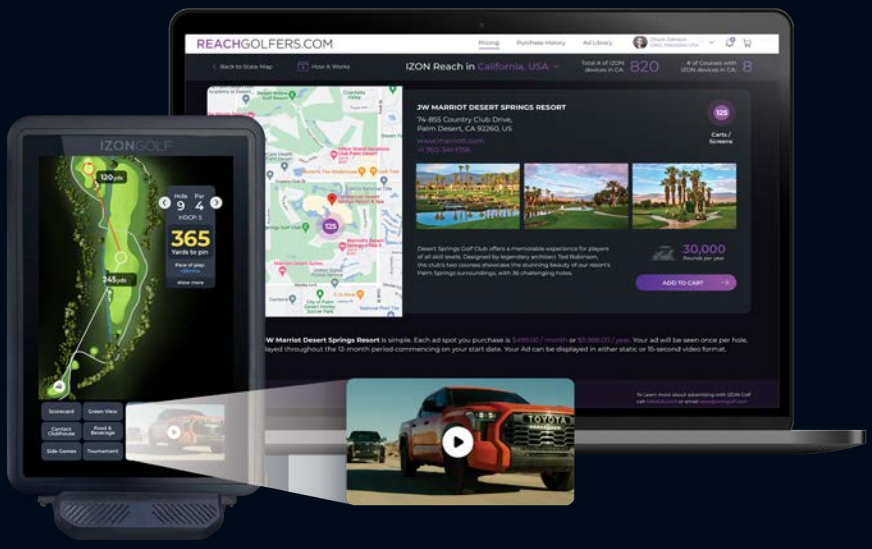


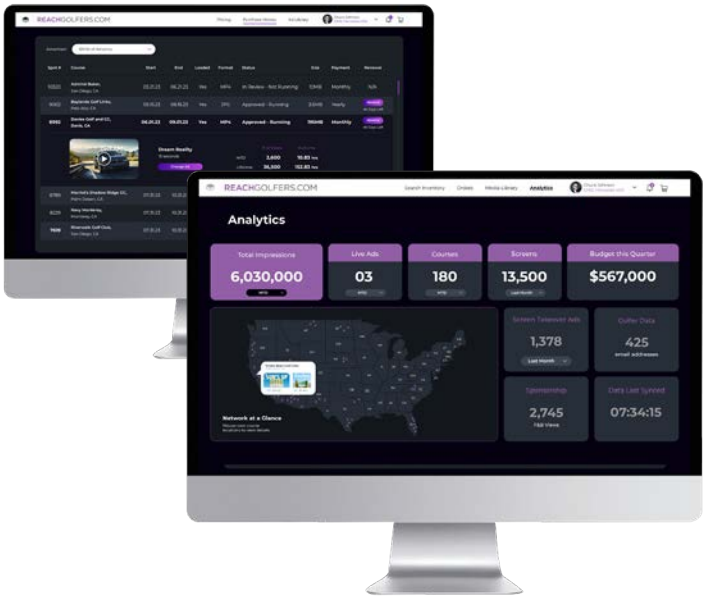


REACHGOLFERS.COM

IZON'S PROPRIETARY MEDIA PLATFORM THAT REACHES PREMIUM CUSTOMERS

- Advertising on the IZON platform reaches **a highly targeted and affluent audience**
- With an average **dwell time of 4.5 hours,** golf is a leisurely sport, allowing brands to engage golfers for an extended period without interrupting their enjoyment
- Each cart averages **1.7 golfers in-cart per round** that interact with the screen an average of 75 - 100 times per round





MEDIA PORTAL

- Self-Serve Content & Ad management platform for all golf cart fleet screen inventory
- Manage your Content & Ads across the **REACH**GOLFERS.COM network of courses in real time
- Apply and manage Content & Ads to a singular golf course, a region or a National buy
- Real time data and analytics on run times, impressions, and frequency on all devices

CONTACT INFORMATION

IZONTECHNOLOGY

SALES@IZONTECHNOLOGY.COM

IZONTechnology.com

To book your spot in one of our upcoming webinars scan here:

ATTACHMENT: A

RESOLUTION No. 2024-69

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, AUTHORIZING THE CITY MANAGER OR ADMINISTRATIVE SERVICES DIRECTOR TO ENTER INTO A LEASE AGREEMENT WITH PNC EQUPMENT FINANCE FOR THE PURPOSE OF ACQUIRING GOLF CARTS, UTILITY CARTS AND A GREENS MOWER

WHEREAS, the City of Dinuba, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the City of Dinuba and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the City Council of the City of Dinuba is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions ore operations of the City of Dinuba.

WHEREAS, the City Council of the City of Dinuba hereby finds and determines that the execution of one or more Lease Agreements of lease schedules ("Leases") in the amount not exceeding $630,000 for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the City of Dinuba.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Dinuba, California, as follows:

1. Either the City Manager or Administrative Services Director (each an "Authorized Representative") acting on behalf of the City of Dinuba, is hereby authorized to negotiate, enter into, and deliver one or more Leases in substantially the form set forth in the document presently before the City Council, which document is available for public inspection at the City of Dinuba. Each Authorized Representative acting on behalf of the City of Dinuba is hereby authorized to negotiate, enter into, execute and deliver such other document relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

2. By a written instrument signed by any Authorized Representative, said Representative may designate specifically identified officers or employees of the City of Dinuba to execute and deliver agreements and documents relating to the Leases on behalf of the City of Dinuba.

3. The City of Dinuba's obligation under the Leases shall be subject be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the City's obligations under the Leases shall not constitute general obligations of the City of Dinuba or indebtedness under the Constitution or laws of the State.

4. This resolution shall take effect immediately upon its adoption and approval.

Passed and adopted this 22nd day of October 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

PNC EQUIPMENT FINANCE

Dated as of August 29, 2024

Lease Number 1163181-5

CITY OF DINUBA, CA
3019 RIDGE CREEK DRIVE
DINUBA, CA 93618

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Please have the Authorized Signor execute the documents and provide their title.
- Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
- Schedule of Payments – Please sign and provide the title of the signor.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Opinion of Counsel – Please have your attorney sign this form.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- If you are tax exempt, please provide a copy of your Tax Exemption Certificate.
- If your financed amount is over $1,000,000, we require the original executed documents to be returned to:
  PNC Bank, National Association
  655 Business Center Drive, Suite 250
  Horsham, PA 19044
- Above documentation can be emailed to SMEDocs@leaserv.com.

Thank you for choosing PNC Bank, National Association for your financing needs. We appreciate your business. If I can be of assistance, please contact me at SMEDocs@leaserv.com or tom.cole@pnc.com.

If you have questions or need information on your contract in the future, you can call our customer service team at 800-559-2755 or email them at *customercare@leaserv.com*.

Sincerely,

Tom Cole

Commercial Transaction Coordinator

Lease Agreement

Dated as of August 29, 2024

Lease Number: 1163181-5

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee:

LESSEE FULL LEGAL NAME	FEDERAL TAX ID
CITY OF DINUBA, CA 3019 RIDGE CREEK DRIVE DINUBA, CA 93618	946000320

Equipment Description:

Quantity	Description	Serial No.
75	**2025 E-Z-GO RXV Elite Lithium Golf Cars**	

Payment Information

Number of Payments:	Rent Amount:	Payable:	Lease Term (in months):	End of Lease Provision:
48	$10,425.00 + Applicable Taxes	☒ Monthly ☐ Quarterly ☐ See Attached Variable Payment Structure	48 months	☒ FMV- Cars ☐ Rental ☐ PUT - _____ ☐ FMV – Turf (Annual Hours _____) ☐ $1 Out

☐ See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR**

PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default. Lessee acknowledges and agrees that the Equipment may contain GPS tracking capabilities and consent to the use by us of GPS tracking, and all information gathered therefrom, to locate the Equipment at any time if such Equipment is not returned by you in accordance with this Lease. Lessee further authorizes the manufacturer of the Equipment to share any GPS tracking information (including without limitation geolocation information) with us upon our request (which request should only be made by us upon a default, event of default and/or your failure to return the Equipment in accordance with the terms of this Lease).
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise

such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.

16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR**. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement

Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "**Sanctioned Jurisdiction**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Bank, National Association
("**Lessor**")

X _____
Authorized Signature

_____
Print Name

_____
Title:

655 Business Center Drive
Horsham, PA 19044

CITY OF DINUBA, CA
("**Lessee**")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

3019 RIDGE CREEK DRIVE
DINUBA, CA 93618

CERTIFICATE OF ACCEPTANCE

Lease Number: 1163181-5

In compliance with the terms, conditions and provisions of Lease Agreement # 1163181-5 ("**Lease**") by and between the undersigned **CITY OF DINUBA, CA** ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected, and fully installed, and operational as of the Acceptance Date as indicated below.

2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and

3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

CITY OF DINUBA, CA
("Lessee")

X_____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date:

3019 RIDGE CREEK DRIVE
DINUBA, CA 93618

OPINION OF COUNSEL

I have acted as counsel to: **CITY OF DINUBA, CA** ("Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (B) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (C) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: _____

Law firm: _____

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 1163181-5

Lessee: CITY OF DINUBA, CA

Amount: $500,400.00 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____ _____

Name Title

_____ _____

Name Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF DINUBA, CA

_____
Signature of Secretary/Clerk of Lessee

Print Name:_____

Official Title:_____

Date: _____

PNC EQUIPMENT FINANCE

Request for Insurance

August 29, 2024

CITY OF DINUBA, CA
3019 RIDGE CREEK DRIVE
DINUBA, CA 93618
Attn: Accounts Payable

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Bank, National Association and CITY OF DINUBA, CA

Under the terms of your Agreement # 1163181-5, you are required to carry adequate insurance coverage on the financed equipment. If your Certificate of Insurance is not received, and your Agreement is $1,000,000 or less you will automatically be enrolled in our Equipment Protection Program underwritten by Great American. If your Agreement is over $1,000,000 evidence of insurance is required prior to funding. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
75	**2025 E-Z-GO RXV Elite Lithium Golf Cars**	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis. The replacement cost must be listed on the Certificate of Insurance.

2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.

3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of $1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.

4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for 30 days' written notice to PNC Bank, National Association prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form for this specific transaction or a blanket certificate for all equipment financed by PNC, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com

Lessee: CITY OF DINUBA, CA

Signature:
X

Print Name:

Title:

Date:

PNC EQUIPMENT FINANCE

Customer Information

Lease # 1163181-5

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: : CITY OF DINUBA, CA	Federal Tax ID Number: 946000320

Preferred Method of Payment:

Is a Purchase Order required on Invoices? ☐ YES ☐ NO PO #_____

Please enter your preferred method (Mail/Email): _____

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name:	Email:

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	**Date**

Email:

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Bank, National Association ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.
☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).
☐ Location: State _____
Taxing District _____

Additional comments**:**

_____
_____
_____

Lease Number 1163181-5

Lessee: CITY OF DINUBA, CA

Signature:
X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM

PNC EQUIPMENT FINANCE

Dated as of August 29, 2024

Lease Number 1163181-6

CITY OF DINUBA, CA
3019 RIDGE CREEK DRIVE
DINUBA, CA 93618

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Please have the Authorized Signor execute the documents and provide their title.
- Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Opinion of Counsel – Please have your attorney sign this form.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- If you are tax exempt, please provide a copy of your Tax Exemption Certificate.
- If your financed amount is over $1,000,000, we require the original executed documents to be returned to:
  PNC Bank, National Association
  655 Business Center Drive, Suite 250
  Horsham, PA 19044
- Above documentation can be emailed to SMEDocs@leaserv.com.

Thank you for choosing PNC Bank, National Association for your financing needs. We appreciate your business. If I can be of assistance, please contact me at SMEDocs@leaserv.com or tom.cole@pnc.com.

If you have questions or need information on your contract in the future, you can call our customer service team at 800-559-2755 or email them at *customercare@leaserv.com*.

Sincerely,

Tom Cole

Commercial Transaction Coordinator

Lease Agreement

Dated as of August 29, 2024
Lease Number: 1163181-6

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee:

LESSEE FULL LEGAL NAME	FEDERAL TAX ID
CITY OF DINUBA, CA 3019 RIDGE CREEK DRIVE DINUBA, CA 93618	946000320

Equipment Description:

Quantity	Description	Serial No.
4	**2025 Cushman Hauler PRO Elite Lithium Vehicles**	
1	**2025 Cushman Hauler PRO Elite Range Lithium Vehicle**	
1	**2025 Cushman Refresher Oasis Elite Lithium Vehicle**	

Payment Information

Number of Payments:	Rent Amount:	Payable:	Lease Term (in months):	End of Lease Provision:
48	$1,682.95 + Applicable Taxes	☒ Monthly ☐ Quarterly ☐ See Attached Variable Payment Structure	48 months	☒ FMV- Cars ☐ Rental ☐ PUT - _____ ☐ FMV – Turf (Annual Hours _____) ☐ $1 Out

☐ See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED**

UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default. Lessee acknowledges and agrees that the Equipment may contain GPS tracking capabilities and consent to the use by us of GPS tracking, and all information gathered therefrom, to locate the Equipment at any time if such Equipment is not returned by you in accordance with this Lease. Lessee further authorizes the manufacturer of the Equipment to share any GPS tracking information (including without limitation geolocation information) with us upon our request (which request should only be made by us upon a default, event of default and/or your failure to return the Equipment in accordance with the terms of this Lease).

15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR**. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in

addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "**Sanctioned Jurisdiction**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Bank, National Association
("**Lessor**")

X _____
Authorized Signature

_____
Print Name

_____
Title:

655 Business Center Drive
Horsham, PA 19044

CITY OF DINUBA, CA
("**Lessee**")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

3019 RIDGE CREEK DRIVE
DINUBA, CA 93618

CERTIFICATE OF ACCEPTANCE

Lease Number: 1163181-6

In compliance with the terms, conditions and provisions of Lease Agreement # 1163181-6 ("**Lease**") by and between the undersigned **CITY OF DINUBA, CA** ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;

2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and

3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

CITY OF DINUBA, CA
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

3019 RIDGE CREEK DRIVE
DINUBA, CA 93618

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 1163181-6

Lessee: **CITY OF DINUBA, CA**

Amount: $80,781.60 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____ _____

Name Title

_____ _____

Name Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **CITY OF DINUBA, CA**

_____ [SEAL]

Signature of Secretary/Clerk of Lessee

Print Name:_____

Official Title:_____

Date: _____

PNC EQUIPMENT FINANCE

Request for Insurance

August 29, 2024

CITY OF DINUBA, CA
3019 RIDGE CREEK DRIVE
DINUBA, CA 93618
Attn: Accounts Payable

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Bank, National Association and CITY OF DINUBA, CA

Under the terms of your Agreement # 1163181-6, you are required to carry adequate insurance coverage on the financed equipment. If your Certificate of Insurance is not received, and your Agreement is $1,000,000 or less you will automatically be enrolled in our Equipment Protection Program underwritten by Great American. If your Agreement is over $1,000,000 evidence of insurance is required prior to funding. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
4	**2025 Cushman Hauler PRO Elite Lithium Vehicles**	
1	**2025 Cushman Hauler PRO Elite Range Lithium Vehicle**	
1	**2025 Cushman Refresher Oasis Elite Lithium Vehicle**	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis. The replacement cost must be listed on the Certificate of Insurance.

2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.

3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of $1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.

4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for 30 days' written notice to PNC Bank, National Association prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form for this specific transaction or a blanket certificate for all equipment financed by PNC, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com

Lessee: CITY OF DINUBA, CA

Signature:

X

Print Name:

Title:

Date:

PNC EQUIPMENT FINANCE

Customer Information

Lease # 1163181-6

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: : CITY OF DINUBA, CA	Federal Tax ID Number: 946000320

Preferred Method of Payment:

Is a Purchase Order required on Invoices? ☐ YES ☐ NO PO #_____

Please enter your preferred method (Mail/Email): _____

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name:	Email:

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	**Date**

Email:

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Bank, National Association ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.
☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).
☐ Location: State _____
Taxing District _____

Additional comments**:**

_____
_____
_____

Lease Number 1163181-6

Lessee: CITY OF DINUBA, CA

Signature:
X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM

Exhibit '3'

C03

PNC EQUIPMENT FINANCE

Dated as of September 12, 2024

Lease Number 1163181-7

CITY OF DINUBA, CA
405 E EL MONTE WAY
DINUBA, CA 93618

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Purchase Agreement – Please have the Authorized Signor execute the documents and provide their title.
- Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
- Schedule of Payments – Please sign and provide the title of the signor.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- If you are tax exempt, please provide a copy of your Tax Exemption Certificate.
- If your financed amount is over $1,000,000, we require the original executed documents to be returned to:
  PNC Bank, National Association
  655 Business Center Drive, Suite 250
  Horsham, PA 19044
- Above documentation can be emailed to smedocs@leaserv.com.

Thank you for choosing PNC Bank, National Association for your financing needs. We appreciate your business. If I can be of assistance, please contact me at smedocs@leaserv.com

If you have questions or need information on your contract in the future, you can call our customer service team at 800-559-2755 or email them at *customercare@leaserv.com*.

Sincerely,

Melissa Buchanan

Commercial Transaction Coordinator

Lease-Purchase Agreement

Dated as of September 12, 2024

Lease Number: 1163181-7

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee:

LESSEE FULL LEGAL NAME	FEDERAL TAX ID
CITY OF DINUBA, CA 405 E EL MONTE WAY DINUBA, CA 93618	946000320

Equipment Description:

Quantity	Description	Serial No.
1	New Greensmaster 3250-D	

Payment Information

Number of Payments:	Rent Amount:	Payable:	Lease Term (in months):	End of Lease Provision:
60	$ 918.71 + Applicable Taxes	☒ Monthly ☐ Quarterly ☐ See Attached Variable Payment Structure	60 months	☐ FMV- Cars ☐ Rental ☐ PUT - _____ ☐ FMV – Turf (Annual Hours _____) ☒ $1 Out

☐ See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% (i) due to changes in the Equipment configuration, or (ii) an increase in the comparable Swaps Rate between the date you sign this Lease and the acceptance of the Equipment by you. As used herein, "Swaps Rate" shall mean the Interest Rate Swap for the corresponding period as set forth on Bloomberg Screen 3 (Interest Rate Swaps Bloomberg) as the "SOFR Swap Rate" on a date determined by the Lessor that is no more than five (5) days before the date the Lease is made (or if no such rate is published therein for any reason, a comparable rate as published therein or in another publication determined by the Lender, which determination shall be conclusive absent manifest error). Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**

5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default. Lessee acknowledges and agrees that the Equipment may contain GPS tracking

capabilities and consent to the use by us of GPS tracking, and all information gathered therefrom, to locate the Equipment at any time if such Equipment is not returned by you in accordance with this Lease. Lessee further authorizes the manufacturer of the Equipment to share any GPS tracking information (including without limitation geolocation information) with us upon our request (which request should only be made by us upon a default, event of default and/or your failure to return the Equipment in accordance with the terms of this Lease).

15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for $1.00 (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs as provided herein, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR**. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "**Sanctioned Jurisdiction**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.
LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Bank, National Association
("Lessor")

X _____
Authorized Signature

_____
Print Name

_____
Title:

655 Business Center Drive
Horsham, PA 19044

CITY OF DINUBA, CA
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

405 E EL MONTE WAY
DINUBA, CA 93618

CERTIFICATE OF ACCEPTANCE

Lease Number: 1163181-7

In compliance with the terms, conditions and provisions of Lease Agreement # 1163181-7 ("**Lease**") by and between the undersigned CITY OF DINUBA, CA ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;

2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and

3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

CITY OF DINUBA, CA
("Lessee")

X_____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

405 E EL MONTE WAY
DINUBA, CA 93618

SCHEDULE A
Lease Number 1163181-7

This Schedule supplements and is hereby incorporated by reference as part of above referenced Lease # ("Lease") by and between Lessee and Lessor.

Variable Payments Structure

60	@	$918.71	+ Applicable Sales Tax

PNC Bank, National Association
("Lessor")

By:_____

Title_____

CITY OF DINUBA, CA
("Lessee")

X_____
Authorized Signature

_____
Print Name

_____
Title:

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 1163181-7

Lessee: CITY OF DINUBA, CA

Amount: $___55,122.60_____ (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____ _____
Name Title

_____ _____
Name Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF DINUBA, CA

_____ [SEAL]
Signature of Secretary/Clerk of Lessee

Print Name:_____

Official Title:_____

Date: _____

PNC EQUIPMENT FINANCE

Request for Insurance

September 12, 2024

CITY OF DINUBA, CA
405 E EL MONTE WAY
DINUBA, CA 93618
Attn: Accounts Payable

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Bank, National Association and CITY OF DINUBA, CA

Under the terms of your Agreement # 1163181-7, you are required to carry adequate insurance coverage on the financed equipment. If your Certificate of Insurance is not received, and your Agreement is $1,000,000 or less you will automatically be enrolled in our Equipment Protection Program underwritten by Great American. If your Agreement is over $1,000,000 evidence of insurance is required prior to funding. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
1	New Greensmaster 3250-D	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis. The replacement cost must be listed on the Certificate of Insurance.

2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.

3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of $1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.

4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for 30 days' written notice to PNC Bank, National Association prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form for this specific transaction or a blanket certificate for all equipment financed by PNC, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com

Lessee: CITY OF DINUBA, CA

Signature:
X

Print Name:

Title:

Date:

PNC EQUIPMENT FINANCE

Customer Information

Lease # 1163181-7

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: : CITY OF DINUBA, CA	Federal Tax ID Number: 946000320

Preferred Method of Payment:

Is a Purchase Order required on Invoices? ☐ YES ☐ NO PO #_____

Please enter your preferred method (Mail/Email): _____

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name:	Email:

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	**Date**

Email:

PNC Bank, National Association
655 Business Center Drive, Suite 250 • Horsham, PA 19044
Questions? Call (800) 559-2755

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Bank, National Association ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.
☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).
☐ Location: State _____
Taxing District _____

Additional comments**:**

_____
_____
_____

Lease Number 1163181-7

Lessee: CITY OF DINUBA, CA

Signature:
X

Print Name:

Title:

Date:

SE Tax Notification
V20240910

PLEASE COMPLETE AND SIGN FORM

City Council Staff Report

Department: CITY MANAGER'S OFFICE October 22, 2024

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Ordinance No. 2024-05 Second Reading and Adoption - City Council Members Compensation (DJ)

RECOMMENDATION

Council to conduct the second reading, waive reading in full, and adopt Ordinance No. 2024-05 amending Dinuba Municipal Code Section 2.04.050 setting City Council compensation at $500 per month consistent with state law (SB 329).

EXECUTIVE SUMMARY

On October 9, 2024, the City Council conducted a public hearing for the first reading of Ordinance No. 2024-035 approving amending Dinuba Municipal Code Section 2.04.050 setting City Council compensation at $500 per month.

OUTSTANDING ISSUES

None.

DISCUSSION

On October 9, 2024, the City Council conducted a public hearing for the first reading of Ordinance No. 2024-05 approving amending Dinuba Municipal Code Section 2.04.050 setting City Council compensation at $500 per month. The City Council receives a monthly stipend for services rendered to the community in the capacity as a council member. Section 2.04.050 of the Dinuba Municipal Code, which was last amended in 1985, currently states that each member of the council shall receive, as salary, the sum of three hundred dollars ($300) as provided in Government Code Section 36516. This compensation is set by ordinance in the Dinuba Municipal Code as allowed by the City of Dinuba Charter, and State law.

Governor Gavin Newsom recently signed Senate Bill 329 (“SB 329”) into law, which amends Section 36516 of the State Government Code, increasing the cap for council

member monthly stipend by population. SB 329 addresses the issue of stagnant compensation for city council members and to encourage greater interest in serving on the City Council. The existing compensation schedule, which has not been adjusted since 1984, has not kept pace with inflation. Under existing law, city councils can enact ordinances to provide salaries to council members based on the population of the city. SB 329 increases the maximum amounts of salary that can be approved by city ordinance, based on the population of the city. The new salary limits are as follows:

- Up to $950 per month for cities up to and including 35,000 in population.
- Up to $1,275 per month for cities over 35,000 up to and including 50,000 in population.
- Up to $1,600 per month for cities over 50,000 up to and including 75,000 in population.
- Up to $1,900 per month for cities over 75,000 up to and including 150,000 in population.
- Up to $2,550 per month for cities over 150,000 up to and including 250,000 in population.
- Up to $3,200 per month for cities over 250,000 in population

At the direction of City Council, staff has analyzed current City Council compensation and has determined that the compensation amount falls below that of the average comparative cities, which is approximately $500. The compensation analysis is attached herein as 'Attachment A.' Staff recommends Council evaluate the information and adjust the monthly City Council stipend amount from three hundred dollars ($300) to five hundred dollars ($500). However, the City Council may choose to set a lower or higher monthly stipend up to $950. Adjusting council member compensation will help to keep pace with inflation and encourage community members to consider running for City Council in future elections.

SB 329 recognizes that serving on the City Council requires a commitment of time and oftentimes travel to attend monthly Council meetings, conferences, community events, and serve on outside agency boards and committees. The proposed adjustments are aimed at compensating City Council members for their efforts and expenses related to the various activities required by their roles.

Ordinance No. 2024-05 also includes language that annual increases in the monthly stipend are not to exceed 5% per year, or the rate of yearly of inflation determined by the California Consumer Price Index, whichever is higher. If approved, the new compensation will take effect after the next regular general election which is in November 2024.

A copy of Ordinance No. 2024-05 in enclosed herein as Attachment "B".

FISCAL IMPACT

Minimal impact to General Fund.

PUBLIC HEARING

A notice of the Public Hearing was published in the September 25, 2024 publication of the Fresno Bee, and was noticed on the City's website.

ATTACHMENTS:

A. Council Compensation Analysis
B. Ordinance No. 2024-05

City Council Compensation Analysis 2022

September 24, 2024

Dinuba

- Compensation: $300 per month
- Health Insurance: Yes
- Other Benefits: EAP

Reedley

- Compensation: $150 per month
- Health Insurance: Yes
- Other Benefits: None

Selma

- Compensation: $300 per month
- Health Insurance: Yes
- Other Benefits: None

Kingsburg

- Compensation: $700 per month
- Health Insurance: No
- Other Benefits: None

Sanger

- Compensation: $300 per month
- Health Insurance: Yes
- Other Benefits: EAP & Fitness Program

Parlier

- Compensation: $795 per month
- Health Insurance: No
- Other Benefits: None

Lemoore

- Compensation: $400 per month
- Health Insurance: No
- Other Benefits: None

Visalia

- Compensation: $991 per month
- Health Insurance: Yes
- Other Benefits: None

ATTACHMENT 'B'

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING SECTION 2.04.050, TITLE 2 CHAPTER 2.04 OF THE MUNUICIPAL CODE ESTABLISHING COMPENSATION FOR THE COUNCIL MEMBERS PURSUANT GOVERNMENT CODE SECTION 36516.

The City Council of the City of Dinuba does ordain as follows:

Section I: Title 2, Chapter 2.04 of the Dinuba Municipal Code is hereby amended by adding to Section 2.04.050 Compensation-City Council as follows:

Senate Bill 329, effective January 1, 2024, amended the Government Code Section 36516 of the State Government Code increasing the cap for council members' stipend by population and new salary limits.

Each member of the council shall receive, as monthly salary, the sum of five hundred dollars based on the average of neighboring cities and the new salary limits under Government Code Section 36516. The annual increases in the monthly stipend are not to exceed 5% per year or the rate of yearly inflation determined by the California Consumer Price Index, whichever is higher.

Section II: Effective date and publishing of new Ordinance. Before the expiration of twenty (20) days after its adoption, a summary of this Ordinance prepared by the City Clerk shall be published once in a newspaper of general circulation published in the City of Dinuba. This ordinance shall take effect and be enforced thirty (30) days from after the date of its passage.

Section III: The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Dinuba on the _____ day of _____, 2024 and passed, adopted, and approved by the City Council of the City of Dinuba on this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
MAYOR

ATTEST:

_____
CITY CLERK

City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

October 22, 2024

To: Mayor and City Council

From: Stephanie Hurtado, Parks & Community Services Director

By: Crystal Garza, Parks & Community Services Administrative Assistant

Subject: Co-sponsorship Request from Valley Legends Athletics Corp. (SH)

RECOMMENDATION

Council to consider waiving field rental fees for the Valley Legends Athletics Corp. Baseball Club.

EXECUTIVE SUMMARY

Valley Legends Athletic Corp. Baseball Club is a local non-profit organization based out of Dinuba. They are seeking City Council support and approval of fee waivers for the baseball and softball field at Roosevelt Park to conduct baseball practices.

OUTSTANDING ISSUES

None.

DISCUSSION

Valley Legends Athletic Corp. is a local non-profit organization based out of Dinuba. This baseball program provides affordable fees, travel, and competition against teams throughout the surrounding counties. The baseball club is currently practicing at Washington Intermediate, but now requires well-lit fields to continue practices into the evening hours. Valley Legends Baseball Club hosts the majority of their athletes from Dinuba and many are from the surrounding communities as well. The proximity of the fields would keep a majority of their players from having to travel to cities outside of Dinuba. Recently, their 11u team went undefeated and won the 11u Championship at the Fall Ball Frenzy in Tulare. The team is managed by Scott Childress and coached by Erik Raya who are Dinuba High Alum and currently reside in Dinuba. Valley Legends Baseball Club plans to run their practices at Roosevelt Park, on Fields 1 & 2, from October 25, 2024, through December 20, 2024. Practices would be held

every Monday and Friday through their season. They appreciate the City's support to provide a safe, well-lit practice location for their athletes. A copy of the letter requesting sponsorship is enclosed as Attachment 'A'.

FISCAL IMPACT

It is prioritized in our facility use policy, to waive fees for Dinuba Youth Sports programs, with the exception of direct costs.

PUBLIC HEARING

ATTACHMENTS:

Attachment 'A' Request Letter

October 2, 2024

Dear City of Dinuba,

Valley Legend Athletics Corp. is a local non-profit organization based out of Dinuba, CA created to help youth afford travel and learn to play on a team in the communities of Fresno, Tulare, and Kern Counties. We have coaches and parents who volunteer their time to various teams, and we help those teams to afford uniforms, tournament fees, practice facilities, and equipment.

We currently help the Valley Legends Baseball Club who has two squads, a 10u team and an 11u team. They currently practice every Monday and Friday at Washington Intermediate School, but daylight is getting shorter and shorter as the days go by and we need fields to practice on with lights. Roosevelt Park would be a perfect fit for both our teams since the 10u uses a shorter base path than the 11u and the fields there are suited for both.

We have athletes from all over the valley including Dinuba, Corcoran, Kingsburg, Reedley, Traver, Selma, Parlier, Orange Cove, Orosi, Sanger, Fowler, Tulare, Hanford, Porterville, Fresno, Clovis, and Easton. Currently, the 11u team has 9 out 12 kids residing in the city of Dinuba. The 10u team has 10 out the 14 kids from Dinuba as well. The proximity of the fields for those families would be super beneficial and would keep us from having to travel to other cities outside of Dinuba.

Our 11u team just won the 11u Championship at the Fall Ball Frenzy in Tulare going undefeated this past weekend. They beat Kingsburg, Tulare, Triples Alley out of Tulare, and the Lemoore Cannons. This team is managed by Scott Childress and coached by Erik Raya who reside in our great city of Dinuba and are also Dinuba HS graduate's c/o 2018 and c/o 1997 respectively.

We would like for the city to consider waiving the facility fee so that we could hold practices in the city and help the 26 kids have lighted, and safe place to practice. We would like to use both the Softball and Baseball field at Roosevelt through the end of the winter Baseball season. This period would begin Monday, October 7 through December 20. The Parks and Recreation department has notified us that we would also be receiving a discount on the lights, and I have sought and received pre-approval from our board to pay for the discounted lighting fee for the period requested.

Sincerely,



Miguel Cantu
President of Valley Legends Athletics Corp.

6278698

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA NONPROFIT CORPORATION
PUBLIC BENEFIT

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: 6278698
Date Filed: 6/21/2024

B2828-8165 06/21/2024 5:11 AM Received by California Secretary of State

Corporation Name

Corporation Name	Valley Legends Athletics Corp.

Initial Street Address of Principal Office of Corporation

Principal Address	1790 GOLDEN WAY DINUBA, CA 93618

Initial Mailing Address of Corporation

Mailing Address	1790 GOLDEN WAY DINUBA, CA 93618
Attention	

Agent for Service of Process

☒ I certify the selected California Registered Corporate Agent (1505) has agreed to serve as the Agent for Service of Process for this entity.

California Registered Corporate Agent (1505)	UNITED STATES CORPORATION AGENTS, INC. Registered Corporate 1505 Agent

Purpose Statement

This corporation is a Nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: Public and Charitable purposes

Additional Statements

The specific purpose of this corporation is to Provide coaching to develop players skill, mental capacity for all sports, competitiveness, and growth as young kids. We hope to build a bond between team, coaches, and family all while providing a safe and fun atmosphere for all.

This corporation is organized and operated exclusively for the purposes set forth within the meaning of Internal Revenue Code section 501(c)(3).

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

The property of this corporation is irrevocably dedicated to the purposes set forth herein and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

Notwithstanding any of the above statements of purpose and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this corporation.

Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of these Articles of Incorporation.

Electronic Signature

☒ I declare that I am the person who executed this instrument, which execution is my act and deed.

Miguel A. Cantu	*06/21/2024*
Signature	Date

B2828-8166 06/21/2024 5:11 AM Received by California Secretary of State

City Council Staff Report

Department: CITY MANAGER'S OFFICE | October 22, 2024

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Resolution No. 2024-82, Authorization to Purchase Real Property (APN: 018-011-006) (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2024-82 authorizing the purchase real property located at 990 East El Monte Way (APN: 018-011-006)

EXECUTIVE SUMMARY

In order to alleviate traffic issues, new roundabout is being planned at the intersection of El Monte Way and Perry Ave. In order for the new roundabout to be configured using the most optimal design, real property must be acquired to the West. Staff has negotiated the purchase of the property with the seller. The title company is requiring authorization by City Council for the purchase of the subject property which is located at 990 East El Monte Way.

OUTSTANDING ISSUES

None.

DISCUSSION

The intersection of El Monte Way and Perry Ave. has experienced a variety of traffic issues for many years. In order to alleviate these issues, new roundabout is being planned at the intersection. Staff is currently in the design phase of the project and has determined that in order to accommodate the improvements necessary to construct the roundabout, real property must be acquired to the West of the city-owned property at the intersection of El Monte Way and Perry Ave. Staff has negotiated the purchase of the property with the seller and the title company is requiring authorization by City Council for the purchase of the subject property which is located at 990 East El Monte Way. An APN map of the subject property is attached herein as 'Exhibit A' of 'Attachment A.'

Property Location: 990 East El Monte Way. Dinuba, CA 93618
APN: 018-011-006
Purchase Price: $300,000
Funding: Measure R (TCAG)

Staff has prepared Resolution No. 2024-82 which outlines the terms of the purchase of the subject property. The Resolution is attached herein as 'Attachment A.' Staff recommends Council adopt Resolution No. 2024-82 and authorize the City manager, or designee to execute all documents pertaining to the purchase of the property.

FISCAL IMPACT

$300,000 to be funded by local Measure R monies which have been allocated by TCAG.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Resolution 2024-82 - Real Property Purchase

RESOLUTION 2024-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT EL MONTE AND PERRY AVENUE.

WHEREAS, the City of Dinuba is proposing a Roundabout at El Monte and Perry Avenue; and

WHEREAS, the El Monte and Perry Avenue Roundabout requires the acquisition of property in order to accommodate the most functional design; and

WHEREAS, the use of Measure R funds in the amount of $300,000 have been allocated for property acquisition for the new roundabout; and

WHEREAS, the owners have agreed to sell the property listed below to the City:

Property Owner	APN	Address
Giovanny S. Acosta Corona and Maria N. Mireless-Flores	018-011-006	990 East El Monte Way Dinuba, CA 93618

WHEREAS, the City Engineer recommends the acquisition of the subject property from the property owners listed above in order to accommodate the proposed roundabout;

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

1. Authorizes the purchase of real property located at 990 East El Monte Way in Dinuba, California.

2. Authorize the City manager or designee to execute all documents related to the purchase and transfer of the property to the City of Dinuba.

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

DISCLAIMER
WAS PREPARED FOR LOCAL
Y ASSESSMENT PURPOSES
PARCELS SHOWN HEREON
COMPLY WITH STATE AND
BDIVISION ORDINANCES. NO
IS ASSUMED FOR THE USE
INFORMATION HEREON.
DE SEC. 327, 408.3, ETC.
D: 06/21/2017
I: COMBINE
CH: GL

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

POR. OF NE 1/4 SEC. 17, T.16S., R.24E., M. D. B. & M.

TAX CODE AREA 18-01
001-007
001-035

PIQ

PERRY AVE. | WHITNEY AVE. | HAYES AVE.

BK. 14

EL MONTE WAY

STREET

AVE.

BK. 17

TULARE

R.M. 2-103

R.M. 16-23

R.M. 15-36

ELIZABETH WAY

CALIFORNIA

POR BLK 3

1" = 100'

011 | 012 | 013 | 014 | 015

02 | 04

F. E. RICE ADD. R. M. 2-103.
OSTERHOUT ADD. R. M. 16-23.
SHAIN ADD. R. M. 15-36.

CITY OF DINUBA
ASSESSOR'S MAPS BK. 018, PG. 01.
COUNTY OF TULARE, CALIF.

NOTE — ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

'EXHIBIT A'

City Council Staff Report

Department: FINANCE SERVICES | October 22, 2024

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

Subject: Resolution No. 2024-83 Amending and Adopting the Purchasing Policy (KS)

RECOMMENDATION

Council approve amendment to the City's Purchasing Policy to include equipment lease procedures.

EXECUTIVE SUMMARY

Currently the City's Purchasing Policy lacks procedures that are specific to equipment leases.

OUTSTANDING ISSUES

None.

DISCUSSION

The City's purchasing policy sets for the guidelines for the purchase of goods and service. The policy includes directions regarding bidding procedures, emergency procurement, the use of petty cash and other related items. The policy does not include procedures that are specific to equipment leases, and therefore, depending on the pricing of the lease, could fall under the sealed bid procedures.

It is the intent of the Purchasing Policy to ensure the best competitive pricing for goods or services, which in the case of equipment leases, can be achieved by obtaining three quotes from qualified vendors. The sealed bid procedure is appropriate for other contracts including construction and purchases, but is impractical and restrictive when utilized for equipment leases.

The aforementioned changes are incorporated in section I of the attached Purchasing Policy.

FISCAL IMPACT

There is no fiscal impact for this recommended action.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2024-83 Adopting Purchasing Policy; Exhibit '1' Purchasing Policy

Attachment ‘A’

RESOLUTION 2024-83

A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA AMENDING AND ADOPTING THE PURCHASING POLICY

WHEREAS, the City Council recognizes the importance of establishing a comprehensive policy for the procurement of services and materials; and

WHEREAS, the City Council believes it is in the best interest of the City to have a policy in place to give guidance for the procurement of services and assets; and

WHEREAS, an addendum to the purchasing policy was executed on October 23, 2018 to add a procurement thresholds for construction contracts; and

WHEREAS, an addendum to the purchasing policy was executed on June 25, 2019 to increase the purchase order threshold from $2,500 to $5,000; and increase the bidding thresholds for materials or services to account for inflation and to be in line with other cities; and conform to the Uniform Guidance set forth by the Federal Purchasing Policy for the procurement of federal grants; and

WHEREAS, an addendum to the purchasing policy was executed on January 10, 2023 to include a provision for the appeal of the award of bids; and to update the steps for a comprehensive review of vendor purchases; and

WHEREAS, a purchasing policy amendment is necessary to include procedures for equipment leases.

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council hereby resolves that the amended Purchasing Policy (Attachment “A”). is hereby adopted.

PASSED, APPROVED AND ADOPTED this 22th day of October 2024, at a regular meeting of the Dinuba City Council by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF DINUBA
PURCHASING POLICY AND PROCEDURE MANUAL

A. PURPOSE AND SCOPE

The purpose of this Purchasing Policy for the City of Dinuba, California, is to provide guidelines and procedures for the purchase of supplies and equipment, to secure for the City supplies and equipment at the lowest possible cost commensurate with the quality needed, to exercise positive financial control over purchases, and to clearly define authority in purchasing decisions. The City Manager is empowered to make all purchases and award all contracts not in excess of $35,000 (as adjusted herein), but may delegate the responsibility. All City Department Directors will be responsible for following the correct applicable purchasing procedures.

B. ETHICS

City employment in a purchasing or material management position is a public trust and requires all such employees to maintain a special awareness of that trust. Each employee must avoid a conflict or appearance of a conflict between their public employment and their private lives. They must avoid any action, whether or not specifically prohibited by this or other instruction or law, which results in or can reasonably be expected to create the appearance of:

1. Using public office for private gain;
2. Giving preferential treatment to any person or entity;
3. Purchasing items at the City's discounted price for personal use;
4. Impeding City efficiency or economy;
5. Making a City decision outside official channels; or
6. Adversely affecting the confidence of the public in the integrity of City government.

C. CONFLICT OF INTEREST

When a city employee or manager is involved in a procurement activity by inviting or evaluating offers from a supplier or contractor with whom he or she has some pecuniary or personal interest or personal bias against, he or she is obliged to declare that interest or bias to the City Manager and distance himself or herself from any further involvement in that negotiation. Pecuniary interests include the form of share holdings, partnerships, or offering some form of financial support to that supplier. Personal interests include the involvement of immediate family in the supplier's operation either as shareholders or employees.

Purchasing supplies, materials or services by using the City and/or any of the City's credit accounts as a means of obtaining a discounted price for personal gain is strictly prohibited.

D. DEFINITIONS

1. Post-Consumer Recovered Material – A finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life-cycle as a consumer item, and does not include manufacturing or converting wastes.
2. Pre-Consumer Recovered Material – Material or by-products generated after the manufacture of a product is completed but before the product reaches the end-use consumer. Pre-consumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
3. RFP - Request for Proposals - An RFP may be used to request proposals from qualified bidders to provide a professional service or product to the City. An RFP may contain an understanding of the scope of work to be performed, background and qualifications of the firm submitting the proposal, listing of licenses and qualifications, biographical sketches of the key employees, and the costs proposed.
4. RFQ - Requests for Qualifications - An RFQ may be used to establish an approved list of specialists. An RFQ will request the specialists to submit details of their qualifications, licensure, staffing of their agencies, and possibly references.

E. PURCHASING

The Administrative Services Director shall act as the Purchasing Agent for the City. Under the administrative direction of the City Manager, the Purchasing Agent may:

1. Purchase or contract for supplies and equipment required in accordance with purchasing procedures herein described or any other rules and regulations proscribed by the City Manager or the City Council.
2. Assist City Staff in negotiating and recommending executing contracts for the purchase of supplies and equipment.
3. Act to procure for the City the needed quality in supplies and equipment at the least reasonable expense to the City.
4. Obtain as full and open competition as possible on all purchases.
5. Join with other government units in cooperative purchasing plans when the best interests of the City would be served thereby.
6. Assist City Staff with the inspection of supplies and equipment purchased to insure conformance

with specifications.

F. COMPREHENSIVE POLICY

All purchases made by all departments within the City of Dinuba are covered under this policy, except as listed in Section H of this policy. No competitive bidding is required for specialized services, or for any products or services the total purchase of which is under the amount of $34,999. For purchases totaling between the amounts of $35,000 and $84,999, informal bid procedures apply, as listed in Section I of this Policy. For purchases totaling $85,000, or greater, see Section J. The amounts in this Policy are exclusive of taxes and/or shipping charges.

Contracts for construction shall follow the procedures as defined in this document for "informal" and "formal" procurements but shall have bidding thresholds that are reflective of the construction market. For purchases under the amount of $60,000, no competitive bidding is required; however, staff is directed to their due diligence to ensure the City is receiving the best price available. Whenever practical, obtaining more than one quote is preferred. For purchases between the amounts of $60,000 and $199,999 informal bidding procedures apply. For amounts $200,000 and above, formal bidding procedures will apply as outlined in section J of this document.

Preferences may be given to local vendors and contractors, even though their bid price for goods or services are higher than the lowest responsible bid, if the local bid is within five percent of the lowest responsible bid received. (Ord. 2008-06)

At a minimum of once every three (3) years, the Purchasing Agent shall review the cumulative purchases from each vendor for the prior 3 years. Should it be determined, based on that review, that it is in the City's best interest to issue a new request for proposal such proposal shall be issued in a timely manner.

G. RECYCLING

All City Departments shall use recycled products and recyclable products whenever practicable. Special emphasis shall be placed on the purchase of products manufactured with post-consumer recycled material.

1. The City shall require its contractors and consultants to use and specify recycled products and recyclable products in fulfilling contractual obligations whenever practicable.
2. Contractors shall provide certification of the content of recycled and recyclable materials and report of the amounts used.
3. It is recommended that, whenever practical and fiscally responsible, to purchase products which contain, in order of preference, the following:
    a. The highest percentage of recycled content of post-consumer recovered material, available

in the marketplace.

b. The highest percentage of “pre-consumer recovered material” available in the marketplace.

4. Caveats:
    a. Nothing contained in this policy shall preclude user departments from specifying “recycled” material content as a bid specification.
    b. Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.
    c. Nothing in this policy shall be construed as requiring a department or contractor to procure products where the warranty for recycled products is not equal to virgin products or where the recycled material voids, shortens, interrupts, or cancels warranty of other supplies or units of components.

H. EMERGENCY PROCUREMENT

In case of a great public disaster or emergency, the Council may declare an emergency, suspend the normal requirements of this Purchasing Policy, and authorize the City Manager to proceed without advertising for bids or quotations. The City Manager shall retain all requisitions and delivery records and shall, within a reasonable time, present them along with a full written explanation of circumstances necessitating the expenditures to City Council to be filed for public record.

I. INFORMAL BIDDING PROCEDURES - FOR PURCHASES $35,000 TO $84,999 AND EQUIPMENT LEASES

Purchases within the stated dollar threshold, and any equipment leases require written quotes from at least three qualified vendors or professionals. Written quotations shall indicate what items or services will be provided, the name of the company, the name of the person and his/her authority to quote prices, and the applicable prices. In the event that three qualified providers cannot be located, a memorandum to that effect shall be placed in the file to document this fact.

Contracts, purchases or equipment leases will be to the lowest responsible bidder or vendor meeting specifications. A staff report will be prepared for the City Manager detailing the need, the bid procedures performed, and recommending the contractor or vendor. Council will make the ultimate decision as to the award of the contract/purchase.

Documentation of the quotations shall be submitted to the Administrative Services and Public Works Director along with the invoice for payment. All documentation shall be held by the requesting Department

Director for a period of one year from the date of purchase.

J. FORMAL BIDDING PROCEDURES - FOR PURCHASES ABOVE $85,000

All single purchases falling within this category shall go through a formal bidding process. Purchases or services shall be by written contract or agreement with the lowest responsible bidder pursuant to the procedure hereinafter proscribed.

The requesting Department Manager shall receive authorization from the City Manager to go out to bid. Upon receiving the authorization, the Department Manager shall develop the necessary specifications to prepare the bid package. Projects that involve public works or require engineering and/or other permits shall be reviewed by the Public Works Director prior to soliciting bids.

1. Notice Inviting Bids: Notices inviting bids shall include a general description of the articles to be purchased or the services to be provided, shall state where bid blanks and specifications may be secured, and the time and place for opening of the bids.

   Notices inviting bids shall be published at least ten days before the date of the opening of bids; the opening of the bids shall be published at least twice not less than five days apart in the newspaper of general circulation in the area.

   The requesting Department Manager shall also solicit sealed bids from all responsible prospective suppliers whose names are on the Bidder's List, who have made written request that their names be added thereto, or who have been determined to meet the appropriate qualifications.
2. Bidder's Security: When required, bidder's security may be proscribed in the public notices inviting bids. Bidders shall be entitled to return of bid security, provided, however, that a successful bidder shall forfeit his/her bid security upon his/her refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless in the latter event the City is solely responsible for the delay in executing the contract. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder, the amount of the lowest bidder's security shall be applied by the City to the contract price differential between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
3. Award of Bids: Contracts or purchases will be awarded to the lowest responsible bidder or vendor meeting specifications. A staff report will be prepared for the City Manager detailing the need, the bid procedures performed, and recommending the contractor or vendor. Council will make the ultimate decision as to the award of the contract/purchase.

K. OPEN PURCHASE ORDERS

An Open Purchase Order (Blanket Purchase Order) is a Purchase Order placed with a vendor for a specified length of time, usually one fiscal year, authorizing the sale of materials to an authorized employee of the City, according to listed conditions. Open Purchase Orders may not be placed for items or services totaling over $35,000, except as otherwise provided in this policy or specifically authorized by the City Manager or City Council.

An Open Purchase Order will be placed with numerous vendors the City deals with on a regular basis. A list of Open Purchase Orders will be provided by the Administrative Services Director to each Department at the beginning of each fiscal year. Department Managers may request additional Open Purchase Orders at that time, or at any time during the year when new vendors are authorized. This policy is intended to facilitate efficient operation in situations where personnel frequently find it necessary to purchase materials and supplies.

L. COOPERATIVE PURCHASING

The City has authorized the Purchasing Agent, by resolution, to participate in the purchase of products through the State of California Department of General Services and the County of Tulare. The intent is to provide the best possible prices for the City, while complying with applicable laws and regulations and the policies herein presented. He/she is also authorized to participate in the purchase of products through other Governmental Agencies who go through the competitive bidding process for materials.

M. PAYMENT OF ACCOUNTS

City employees or representatives shall receive an invoice or receipt for any supplies or services received. It shall clearly describe the materials or services purchased, date of purchase, and the total price. The employee or representative shall review the invoice and deliver it to the Department Head or his/her designee for approval. The Department Head shall provide the appropriate accounting expenditure code to be assigned and will approve and forward the invoice to the Administrative Services Department. For purchases exceeding $5,000, a Purchase Order must be prepared and approved by the Department Director and the Administrative Services Director unless an Open Purchase Order is in place.

The Administrative Services Department shall prepare payments to vendors and the Administrative Services Director will determine the schedule for payment due from the City. Payments for all approved invoices will be made not less than twice per month, but may be made on a weekly basis if work schedules permit. A listing containing, at a minimum, the names of payees and the amounts of the warrants, will be submitted to Council for inclusion in the consent calendar of the agenda.

N. PETTY CASH

Each City Department Director has at least one Petty Cash Fund for the purpose of making purchases from local vendors when the item costs less than $80.00. The Administrative Services Director will verify expenditures from receipts and will replenish each Department's Petty Cash Fund when requested, but in no case more than twice each month. For more information please refer to the City's Petty Cash Procedures.

O. FEDERAL REQUIREMENTS

This section shall apply to the awarding of sub-grants and contracts by the City stemming from federal grants to the City. This section shall have the same application on the awarding of sub-grants and contracts by the City stemming from state, county or other non-federal government entity grants originating as federal grants.

1. The City shall maintain a contract administration system which ensures contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
2. The City shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent of the City shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the below has a financial or other interest in or a tangible personal benefit from a firm considered for award

   a. The employee, officer or agent;
   b. Any member of his or her immediate family;
   c. His or her partner; or
   d. An organization which employs, or is about to employ, any of the above.

3. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Such a conflict will not arise where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. The City's standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.

4. The City shall not enter into a contract with a non-Federal entity that has a parent, affiliate, or subsidiary organization that is not a state, local government or Indian tribe, unless the non-Federal entity maintains written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean due to relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
5. The City shall avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economic purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
6. The City shall consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
7. The City shall consider using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
8. The City shall consider using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure its essential function is provided at the overall lower cost.
9. The City shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
10. The City shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.
11. The City shall use time and material type contracts only:
    a. After a determination is made that no other contract is suitable; and
    b. If the contract includes a ceiling price the contractor exceeds at their own risk. Time and materials type contract means a contract whose cost to the City is the sum of:
        i. The actual cost of materials; and
        ii. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.
    c. Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the City must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

12. The City alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the City of any contractual responsibilities under its contracts.

A. Competition.

1. The City will conduct procurement transactions in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors developing or drafting specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements.
2. The City shall conduct procurements in a manner prohibiting the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
3. The City shall have written procedures for procurement transactions. These procedures will ensure that all solicitations:
    a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description must not, in competitive procurements, contain set forth those features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
    b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
4. The City shall ensure prequalified lists of persons, firms or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open

and free competition. The City shall not preclude potential bidders from qualifying during the solicitation period.

B. Methods of Procurement to be Followed. The City shall use one of the following methods of procurement:

1. Procurement by Micro-Purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and adjusted periodically for inflation. As of September 2022, the micro-purchase threshold is $10,000.
2. Procurement by Small Purchase Procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the simplified acquisition threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 and periodically adjusted for inflation. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources. As of September 2022, the simplified acquisition threshold is $250,000. The City's comprehensive policy, as outlined in section F of this document shall be adhered to.
3. Procurement by Sealed Bids (Formal Advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
    a. For sealed bidding to be feasible, the following conditions should be present:
        (1) A complete, adequate, and realistic specification or purchase description is available;
        (2) Two or more responsible bidders are willing and able to compete effectively for the business; and
        (3) The procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally based on price.
    b. If sealed bids are used, the following requirements apply:
        (1) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
        (2) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services for the bidder to properly respond;
        (3) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
        (4) A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost and life cycle costs shall be considered in determining which bid is

lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(5) If there is a sound documented reason, any or all bids may be rejected.

4. Procurement by Competitive Proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

   a. Requests for proposals shall be publicized and identify all evaluation factors including relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
   b. Proposals will be solicited from an adequate number of qualified sources;
   c. The City shall conduct technical evaluations of the proposal received and for selecting awardees;
   d. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
   e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances applies:

   a. The item is available only from a single source;
   b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
   c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in a written request from the City; or
   d. After solicitation of multiple sources, competition is determined inadequate.

6. Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms.

a. The City shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
b. Affirmative steps include:
    (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
    (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
    (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
    (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 6.b.(1) through (6) of this section.

7. Contracts Cost and Price.

a. The City shall perform a cost or price analysis in every procurement action exceeding the simplified acquisition threshold including contract modifications. The method and degree of analysis will be dependent on the facts surrounding each procurement situation. As a starting point, the City shall make independent estimates before receiving bids or proposals.
b. Costs or prices based on estimated costs for contracts under the Federal award will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E – Cost Principles of Title 2, Subtitle A, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
c. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

8. Federal Awarding Agency or Pass-Through Entity Review.

a. The City shall make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding

agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for purchase.

b. The City shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposal or invitations for bids, or independent cost estimates when:
   (1) The City's procurement procedures or operation fails to comply with the procurement standards of Title 2, Subtitle A, Part 200, Subsection 200.324;
   (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
   (3) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product;
   (4) The proposed contract is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
   (5) A proposed modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

c. The City may be exempted from the pre-procurement review in subsection 8.b. above if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards set forth in Title 2, Subtitle A, Part 200, or the City self-certifies compliance with such standards if self-certification is permitted by the Federal awarding agency or pass-through entity.

9. Bonding Requirements. For public projects, the City shall require bid guarantees, performance bonds, and payment bonds consistent with Title 2, Part 200, Section 200.325 of the Code of Federal Regulations.

10. Contract Provisions. The City's contracts shall contain the provisions in Appendix II to Title 2, Subtitle A, Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

P. PENTALTIES, SANCTIONS OR DISCIPLINARY ACTIONS FOR VIOLATIONS

Violations by the grantee, grantee's officers and employees will be subject to the disciplinary actions prescribed in "Chapter 13: Disciplinary Procedures" included in the City of Dinuba's Personnel Policies and Practices Manual.

Q. APPEALS OF AWARD OF BIDS

Because it is essential that bidders, offerors, and contractors have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the Purchasing Division to offer all bidders, offerors, and contractors the opportunity to appeal award of purchase of contracts.

The following procedures shall apply in regard to appeals by prospective bidders, offerors, or contractors:

1. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City of Dinuba Purchasing Agent and/or the Chief Financial Officer.
2. Appeals must be submitted in writing within five (5) working days after such aggrieved person knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto.
3. Appeals shall be submitted to the City of Dinuba Purchasing Agent, 405 E. El Monte Way, Dinuba, CA 93618. Appeals should address only areas regarding bid contradictions procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in rating process, and inappropriate or unfair competitive procurement grievance regarding the bid process.
4. The City of Dinuba Purchasing Agent or Chief Financial Officer shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of contract. The Purchasing Agent will provide a written response to the complainant within five (5) working days unless the complainant is notified more time is required.
5. If the protest cannot be resolved by mutual agreement, or if the protesting bidder is not satisfied with the decision of the Purchasing Agent and/or Chief Financial Officer, he/she shall have the right to appeal to the City Manager within five (5) business days after notification of the Purchasing Agent’s decision.
6. If the protesting bidder is not satisfied with the decision of the City Manager, the final level of appeal is with the City Council. Complainant may appear at the City Council meeting to be heard by Council.
7. In general, the filing of a protest should cause the solicitation proceedings, which are subject to protest, to be halted until the appeal is resolved. In order to allow essential City functions to continue, the City may proceed with the solicitation or award of contract, despite the protest, upon an adequate determination in writing by the City’s Purchasing Agent or Administrative Services Director that such action is necessary. It is expected that such determination will occur only in those few circumstances where it is necessary to protect a substantial interest of the City of Dinuba.
8. In an effort to limit frivolous protests, protesters who file two (2) protests within twelve (12)

calendar months, whose protests are not resolved in their favor, may be withheld from future bid.

City Council Staff Report

Department: CITY MANAGER'S OFFICE | October 22, 2024

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: 22nd Annual Veterans Dinner Sponsorship (MA)

RECOMMENDATION

Council to approve sponsorship in the amount of $500 for the 22nd Annual Veterans Dinner to be held on October 30, 2024 at the Orosi Memorial Hall.

EXECUTIVE SUMMARY

The Vietnam Veterans of American is a non-profit organization that is hosting the 22nd Annual Veterans Dinner. The event will be held on Wednesday, October 30, 2024, and will be free for Veterans.

OUTSTANDING ISSUES

None.

DISCUSSION

The Vietnam Veterans of American is a non-profit organization that is hosting the 22nd Annual Veterans Dinner. The sponsorship will help the group reach their goal to feed Veterans. The dinner will also honor the individuals that did not return and are remembered.

The group has submitted a request for sponsorship (Attachment 'A').

FISCAL IMPACT

Sponsorship funds will come from the Community Grants/Miscellaneous Fund.

PUBLIC HEARING

None required.

ATTACHMENTS:

A, 22nd Annual Veterans Dinner Sponsorship Request

VIETNAM VETERANS OF AMERICA INC
CHAPTER # 643-DINUBA
P O Box 745, Dinuba Ca 93618

To Whom it may Concern.

We the VIETNAM VETERANS OF AMERICA INC. CHAPTER #643 hereby authorize Romelia Castillo to gather donations for this year's 2024 Veterans Appreciation Luncheon. We authorize Miss Castillo to use our IRS TAX number as well as our Corporation Name.
Luncheon will be held Wednesday, October 30, at 12pm (Noon) at the Orosi Memorial Hall, 41645 Rd 128, Orosi, Ca 93647.

Please make checks payable to "Vietnam Veterans of America Inc #643" and Mail to Romelia Castillo, 12589 Ave 416 Orosi Ca. 93647.
Memo Line: **Veterans Appreciation Luncheon.**

Thank You

George Madrid US Navy Seabee Veteran
SECRETARY/TREASURER 559-528-2811
VIETNAM VETERANS OF AMERICA #643-Dinuba



The donors will be given a IRS Non-Profit number for Tax purposes

City Council Staff Report

Department: FINANCE SERVICES | October 22, 2024

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Maria Alaniz, City Clerk/Human Resources Director

Subject: Warrant Register October 11 & 18, 2024 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

WR 10.11.2024
WR 10.18.2024

Accounts Payable Invoice Report

Payment Date Range 10/05/24 - 10/11/24
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 **2110 - AA Property Maintenance**									
0000018	AA PROPERTY DISC. AND MOW	Paid by Check #49114		10/07/2024	10/11/2024	10/11/2024		10/11/2024	400.00
0000019	AA PROPERTY DISCING	Paid by Check #49114		10/07/2024	10/11/2024	10/11/2024		10/11/2024	3,000.00
		Vendor **2110 - AA Property Maintenance** Totals				Invoices	2		$3,400.00
Vendor **263 - Advantek Benefit Administrators**									
Funding 10/04/24	Miscellaneous	Paid by Check #49115		10/04/2024	10/11/2024	10/11/2024		10/11/2024	55,227.81
2410 0011	Contractual	Paid by Check #49115		10/07/2024	10/11/2024	10/11/2024		10/11/2024	81,488.63
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	2		$136,716.44
Vendor **1222 - Jose Aguayo Cruz**									
SBSLI102024	PD- Sherman Block Supervisory Leadership Institute - Training	Paid by Check #49116		09/05/2024	10/11/2024	10/11/2024		10/11/2024	300.50
		Vendor **1222 - Jose Aguayo Cruz** Totals				Invoices	1		$300.50
Vendor **1781 - Jacob Aguilar**									
ICI102024	PD - ICI Sexual Assault Training	Paid by Check #49117		09/24/2024	10/11/2024	10/11/2024		10/11/2024	475.00
		Vendor **1781 - Jacob Aguilar** Totals				Invoices	1		$475.00
Vendor **47 - Alta Irrigation District**									
5036	AID Water connection Ave 406	Paid by Check #49118		10/07/2024	10/11/2024	10/11/2024		10/11/2024	10,000.00
5038	alta irrigation encroachment agreement	Paid by Check #49118		10/07/2024	10/11/2024	10/11/2024		10/11/2024	400.00
		Vendor **47 - Alta Irrigation District** Totals				Invoices	2		$10,400.00
Vendor **1538 - American River Benefit Administrators**									
#8461 3rd Q 24-2	#8461 3rd Q 2024	Paid by Check #49119		10/01/2024	10/11/2024	10/11/2024		10/11/2024	18.00
		Vendor **1538 - American River Benefit Administrators** Totals				Invoices	1		$18.00
Vendor **1513 - Barnes Welding**									
0091670484	barnes supplies	Paid by Check #49120		09/30/2024	10/11/2024	10/11/2024		10/11/2024	30.41
		Vendor **1513 - Barnes Welding** Totals				Invoices	1		$30.41
Vendor **822 - Boundtree Medical LLC**									
85497773	Supplies	Paid by Check #49121		09/24/2024	10/11/2024	10/11/2024		10/11/2024	1,411.06
85501046	Supplies	Paid by Check #49121		09/26/2024	10/11/2024	10/11/2024		10/11/2024	120.44
		Vendor **822 - Boundtree Medical LLC** Totals				Invoices	2		$1,531.50
Vendor **116 - BSK Associates**									
AH24265	BSK SYS #5410002	Paid by Check #49122		09/30/2024	10/11/2024	10/11/2024		10/11/2024	432.50
		Vendor **116 - BSK Associates** Totals				Invoices	1		$432.50
Vendor **563 - John Carrillo**									
October 2024	Anthem Reimb 10/01/24-10/31/24	Paid by Check #49123		10/03/2024	10/11/2024	10/11/2024		10/11/2024	298.80
		Vendor **563 - John Carrillo** Totals				Invoices	1		$298.80
Vendor **305 - Cartozian Air Conditioning and Heating Inc.**									
20164	CARTOZIAN SERVICE AT 1088 E KAMM AVE	Paid by Check #49124		09/24/2024	10/11/2024	10/11/2024		10/11/2024	146.70
		Vendor **305 - Cartozian Air Conditioning and Heating Inc.** Totals				Invoices	1		$146.70
Vendor **1620 - Central Valley Forensic Nursing Specialists**									



Accounts Payable Invoice Report

Payment Date Range 10/05/24 - 10/11/24
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
1732	PD - Lab Exam Service / September 2024	Paid by Check #49125		09/30/2024	10/11/2024	10/11/2024		10/11/2024	6,000.00
		Vendor **1620 - Central Valley Forensic Nursing Specialists** Totals				Invoices	1		$6,000.00
Vendor **896 - Central Valley Refrigeration, Inc.**									
59002	Repairs	Paid by Check #49126		09/03/2024	10/11/2024	10/11/2024		10/11/2024	317.13
		Vendor **896 - Central Valley Refrigeration, Inc.** Totals				Invoices	1		$317.13
Vendor **333 - Cintas Corporation No. 2**									
4204119808	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	38.96
4204119880	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	344.30
4204119916	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	192.31
4204119919	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	150.09
4204119962	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	107.04
4204120148	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	701.95
4204324978	Contractual	Paid by Check #49127		09/05/2024	10/11/2024	10/11/2024		10/11/2024	128.06
4204325033	Contractual	Paid by Check #49127		09/05/2024	10/11/2024	10/11/2024		10/11/2024	194.43
4204325184	Contractual	Paid by Check #49127		09/05/2024	10/11/2024	10/11/2024		10/11/2024	610.03
1905108946	Contractual	Paid by Check #49127		09/06/2024	10/11/2024	10/11/2024		10/11/2024	466.55
4204905358	Contractual	Paid by Check #49127		09/11/2024	10/11/2024	10/11/2024		10/11/2024	50.25
4204905398	Contractual	Paid by Check #49127		09/11/2024	10/11/2024	10/11/2024		10/11/2024	107.04
4204905412	Contractual	Paid by Check #49127		09/11/2024	10/11/2024	10/11/2024		10/11/2024	337.20
4204905627	Contractual	Paid by Check #49127		09/11/2024	10/11/2024	10/11/2024		10/11/2024	252.04
4205059769	Contractual	Paid by Check #49127		09/12/2024	10/11/2024	10/11/2024		10/11/2024	128.06
4205059822	Contractual	Paid by Check #49127		09/12/2024	10/11/2024	10/11/2024		10/11/2024	243.37
4205060202	Contractual	Paid by Check #49127		09/12/2024	10/11/2024	10/11/2024		10/11/2024	602.52
4205656429	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	38.96
4205656462	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	385.30
4205656512	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	295.92
4205656513	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	192.14
4205656554	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	220.48
4205656835	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	252.26
4205785096	Contractual	Paid by Check #49127		09/19/2024	10/11/2024	10/11/2024		10/11/2024	128.06
4205785157	Contractual	Paid by Check #49127		09/19/2024	10/11/2024	10/11/2024		10/11/2024	243.81
4205785459	Contractual	Paid by Check #49127		09/19/2024	10/11/2024	10/11/2024		10/11/2024	968.38
4206343804	Contractual	Paid by Check #49127		09/25/2024	10/11/2024	10/11/2024		10/11/2024	50.25
4206343819	Contractual	Paid by Check #49127		09/25/2024	10/11/2024	10/11/2024		10/11/2024	337.20
4206343854	Contractual	Paid by Check #49127		09/25/2024	10/11/2024	10/11/2024		10/11/2024	136.71
4206520719	Contractual	Paid by Check #49127		09/26/2024	10/11/2024	10/11/2024		10/11/2024	128.06
4206520785	Contractual	Paid by Check #49127		09/26/2024	10/11/2024	10/11/2024		10/11/2024	243.37
4206521219	Contractual	Paid by Check #49127		09/26/2024	10/11/2024	10/11/2024		10/11/2024	617.06
4206343957	Contractual	Paid by Check #49127		10/01/2024	10/11/2024	10/11/2024		10/11/2024	360.27
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	33		$9,252.43
Vendor **127 - City of Visalia**									



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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
AR103253	PD - Animal Shelter Services / October 2024	Paid by Check #49128		10/01/2024	10/11/2024	10/11/2024		10/11/2024	16,900.00
			Vendor **127 - City of Visalia** Totals			Invoices	1		$16,900.00
Vendor **240 - Clean Cut Landscape Management Inc.**									
5102	Monthly Landscaping Service September 2024	Paid by Check #49129		09/30/2024	10/11/2024	10/11/2024		10/11/2024	21,583.00
			Vendor **240 - Clean Cut Landscape Management Inc.** Totals			Invoices	1		$21,583.00
Vendor **1960 - CXT Incorporated**									
90088093	CXT Viscaya Restroom	Paid by Check #49130		10/03/2024	10/11/2024	10/11/2024		10/11/2024	274,681.11
			Vendor **1960 - CXT Incorporated** Totals			Invoices	1		$274,681.11
Vendor **166 - Dinuba Glass LLC.**									
32582	FY24/25-Parks-Repair/Maint-Ent. Plaza - Palm tree glass repair	Paid by Check #49131		10/01/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	63.40
			Vendor **166 - Dinuba Glass LLC.** Totals			Invoices	1		$63.40
Vendor **4 - Dinuba Lumber Company**									
806046	Maintenance	Paid by Check #49132		09/03/2024	10/11/2024	10/11/2024		10/11/2024	11.41
806060	Maintenance	Paid by Check #49132		09/03/2024	10/11/2024	10/11/2024		10/11/2024	78.10
806413	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	44.91
806456	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	6.18
806460	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	57.36
806461	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	6.43
806462	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	(30.71)
806528	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	72.40
806565	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	20.50
806640	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	28.42
806642	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	39.72
806649	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	51.26
806817	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	20.54
806827	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	180.63
806833	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	390.59
806834	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	78.76
806908	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	44.49
806932	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	14.16
807004	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	23.40
807055	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	14.34
807223	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	34.17
807233	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	30.26
807265	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	11.07
807388	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	48.71
807429	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	26.73
807616	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	49.79
808110	Maintenance	Paid by Check #49132		09/08/2024	10/11/2024	10/11/2024		10/11/2024	30.25

Accounts Payable Invoice Report

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Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
808254	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	10.14
808275	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	375.75
808331	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	30.26
808334	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	23.40
808348	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	46.47
808440	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	40.41
808494	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	124.85
808787	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	68.34
808838	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	14.43
808843	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	130.20
808873	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	38.94
808950	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	40.01
809091	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	27.33
809108	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	12.33
809112	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	129.92
809120	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	52.42
809146	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	79.05
809223	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	8.19
809302	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	14.41
809329	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	21.44
809353	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	11.70
809535	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	1.90
809589	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	13.37
809598	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	50.51
809610	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	16.93
809612	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	14.11
809761	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	27.82
809948	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	87.68
809965	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	39.78
809969	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	80.24
809984	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	14.34
810055	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	106.98
810056	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	26.75
810072	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	19.69
810089	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	292.50
810092	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	14.53
810194	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	14.33
810953	Maintenance	Paid by Check #49132		09/16/2024	10/11/2024	10/11/2024		10/11/2024	26.24
810987	Maintenance	Paid by Check #49132		09/16/2024	10/11/2024	10/11/2024		10/11/2024	64.50
811017	Maintenance	Paid by Check #49132		09/16/2024	10/11/2024	10/11/2024		10/11/2024	15.35
811355	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	72.54
811375	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	19.52



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811377	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	17.96
811400	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	64.99
811417	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	(17.96)
811418	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	62.66
811440	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	32.25
811458	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	18.21
811586	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	133.35
811608	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	10.14
811633	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	19.52
811803	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	113.69
811813	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	36.89
811839	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	21.05
811841	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	88.35
811844	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	78.27
811857	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	26.00
811894	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	16.49
811899	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	43.40
811914	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	19.52
811951	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	31.37
811955	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	34.94
811998	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	8.86
812234	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	18.73
812270	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	40.99
812303	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	28.58
812473	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	15.60
812507	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	69.87
812680	Maintenance	Paid by Check #49132		09/20/2024	10/11/2024	10/11/2024		10/11/2024	55.79
812783	Maintenance	Paid by Check #49132		09/20/2024	10/11/2024	10/11/2024		10/11/2024	40.36
813595	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	3.08
813614	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	32.21
813628	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	21.92
813648	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	24.20
813763	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	89.82
813868	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	4.18
813890	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	74.19
813996	Maintenance	Paid by Check #49132		09/24/2024	10/11/2024	10/11/2024		10/11/2024	18.45
814013	Maintenance	Paid by Check #49132		09/24/2024	10/11/2024	10/11/2024		10/11/2024	112.04
814178	Maintenance	Paid by Check #49132		09/24/2024	10/11/2024	10/11/2024		10/11/2024	36.84
814274	Maintenance	Paid by Check #49132		09/24/2024	10/11/2024	10/11/2024		10/11/2024	33.52
814455	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	39.81
814463	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	28.10
814464	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	251.51

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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
814475	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	(44.91)
814487	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	7.45
814522	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	10.24
814640	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	31.29
814672	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	29.46
814679	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	72.32
814688	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	352.96
814690	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	5.75
814871	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	25.44
814916	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	71.21
814991	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	23.61
814998	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	13.41
815056	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	13.65
815240	Maintenance	Paid by Check #49132		09/27/2024	10/11/2024	10/11/2024		10/11/2024	17.57
815255	Maintenance	Paid by Check #49132		09/27/2024	10/11/2024	10/11/2024		10/11/2024	34.55
815408	Maintenance	Paid by Check #49132		09/27/2024	10/11/2024	10/11/2024		10/11/2024	26.93
816184	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	18.25
816292	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	315.75
816320	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	31.20
816380	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	65.69
816497	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	14.09
			Vendor **4 - Dinuba Lumber Company** Totals			Invoices	132		$6,739.12
Vendor **1416 - DPrep Inc**									
BPS20240923-25	PD - Basic Peer Support Course - Keri Babcock	Paid by Check #49133		10/04/2024	10/11/2024	10/11/2024		10/11/2024	449.00
			Vendor **1416 - DPrep Inc** Totals			Invoices	1		$449.00
Vendor **62 - Ed Dena's Auto Center**									
322096	ed denas pd-29	Paid by Check #49134		10/01/2024	10/11/2024	10/11/2024		10/11/2024	44.34
			Vendor **62 - Ed Dena's Auto Center** Totals			Invoices	1		$44.34
Vendor **867 - Electric Motor Shop**									
3063958	ELECTRIC MOTOR WWRF	Paid by Check #49135		09/21/2024	10/11/2024	10/11/2024		10/11/2024	2,604.00
			Vendor **867 - Electric Motor Shop** Totals			Invoices	1		$2,604.00
Vendor **1506 - Enterprise FM Trust**									
FBN5156514	FY24/25-Parks/L&L-Parks vehicle lease/rental contract/charges	Paid by Check #49136		10/04/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	1,599.92
FBN5156540	PD - 3 Malibus, 7 Durangos, 5 Chargers	Paid by Check #49136		10/04/2024	10/11/2024	10/11/2024		10/11/2024	13,298.89
			Vendor **1506 - Enterprise FM Trust** Totals			Invoices	2		$14,898.81
Vendor **1591 - Environment Control**									
25320-299	environment control city of Dinuba	Paid by Check #49137		10/01/2024	10/11/2024	10/11/2024		10/11/2024	11,452.00
			Vendor **1591 - Environment Control** Totals			Invoices	1		$11,452.00

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Vendor **1341 - ESRI, Inc.**									
94808602	esri annual subscription	Paid by Check #49138		09/24/2024	10/11/2024	10/11/2024		10/11/2024	7,000.00
			Vendor **1341 - ESRI, Inc.** Totals			Invoices	1		$7,000.00
Vendor **36 - Ewing Irrigation Products**									
23517939	ewing supplies	Paid by Check #49139		09/26/2024	10/11/2024	10/11/2024		10/11/2024	473.64
23517990	ewing supplies	Paid by Check #49139		09/26/2024	10/11/2024	10/11/2024		10/11/2024	140.98
23560439	FY24/25-Parks-Irrigation supplies/parts-Viscaya	Paid by Check #49139		09/30/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	208.35
23601577	FY24/25-Parks-Irrigation supplies/parts-Inventory	Paid by Check #49139		10/02/2024	10/11/2024	10/11/2024	10/03/2024	10/11/2024	633.06
23601673	FY24/25-Parks-Irrigation supplies/parts-KC Park	Paid by Check #49139		10/02/2024	10/11/2024	10/11/2024	10/03/2024	10/11/2024	20.03
			Vendor **36 - Ewing Irrigation Products** Totals			Invoices	5		$1,476.06
Vendor **18 - The Gas Company**									
1641156700709/24	PW-110 S COLLEGE AVE 7/31/24-8/30/24	Paid by Check #49140		09/04/2024	10/11/2024	10/11/2024		10/11/2024	33.56
168351381879/24	socalgas 180 W Merced St Unit A	Paid by Check #49141		09/04/2024	10/11/2024	10/11/2024		10/11/2024	1.68
			Vendor **18 - The Gas Company** Totals			Invoices	2		$35.24
Vendor **605 - Frank Guerra**									
October 2024	Anthem Reimb 10/01/24-10/31/24	Paid by Check #49142		10/04/2024	10/11/2024	10/11/2024		10/11/2024	305.52
			Vendor **605 - Frank Guerra** Totals			Invoices	1		$305.52
Vendor **174 - Howard's Pest Control**									
126138	FY24/25-Sportsplex-Pest control services-October 2024	Paid by Check #49143		10/04/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	117.00
126141	Howards Dinuba transit center	Paid by Check #49143		10/04/2024	10/11/2024	10/11/2024		10/11/2024	75.00
126146	howards dinuba public works	Paid by Check #49143		10/04/2024	10/11/2024	10/11/2024		10/11/2024	135.00
126152	FY24/25-Parks-Pest control srvc.-KC Park - October 2024	Paid by Check #49143		10/04/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	75.00
			Vendor **174 - Howard's Pest Control** Totals			Invoices	4		$402.00
Vendor **974 - InfoSend, Inc.**									
272070	Utility Billing September 2024	Paid by Check #49144		09/30/2024	10/11/2024	10/11/2024		10/11/2024	5,035.27
			Vendor **974 - InfoSend, Inc.** Totals			Invoices	1		$5,035.27
Vendor **560 - Daniel James**									
Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49145		10/09/2024	10/11/2024	10/11/2024		10/11/2024	277.50
			Vendor **560 - Daniel James** Totals			Invoices	1		$277.50
Vendor **5 - Jorgensen & Co.**									
6150470	FY24/25-Sportsplex-Annual fire ext. service	Paid by Check #49146		09/05/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	255.05
			Vendor **5 - Jorgensen & Co.** Totals			Invoices	1		$255.05
Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.**									
250201	8/2024 PHY	Paid by Check #49147		10/09/2024	10/11/2024	10/11/2024		10/11/2024	5,150.24
			Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.** Totals			Invoices	1		$5,150.24



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Vendor **1247 - Linda Launer**									
Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49148		10/07/2024	10/11/2024	10/11/2024		10/11/2024	277.50
			Vendor **1247 - Linda Launer** Totals			Invoices	1		$277.50
Vendor **449 - Les Schwab Tire Centers of Central California**									
55100348978	LES SCHWAB M-732	Paid by Check #49149		09/27/2024	10/11/2024	10/11/2024		10/11/2024	289.78
			Vendor **449 - Les Schwab Tire Centers of Central California** Totals			Invoices	1		$289.78
Vendor **2115 - Lighthouse Health & Wellness, PBC**									
3545	PD - Lighthouse Pro Program - 10/01/2024 - 09/30/2029	Paid by Check #49150		09/16/2024	10/11/2024	10/11/2024		10/11/2024	28,000.00
			Vendor **2115 - Lighthouse Health & Wellness, PBC** Totals			Invoices	1		$28,000.00
Vendor **1943 - Mineral King Publishing, Inc**									
714935	Mineral King Public Notice-MVT	Paid by Check #49151		09/30/2024	10/11/2024	10/11/2024		10/11/2024	360.00
			Vendor **1943 - Mineral King Publishing, Inc** Totals			Invoices	1		$360.00
Vendor **1931 - MissionSquare Plan Services**									
2025-00000127	30 - 457 - Employee MissionSquare $*	Paid by EFT #3158		10/10/2024	10/10/2024	10/10/2024		10/10/2024	3,035.11
			Vendor **1931 - MissionSquare Plan Services** Totals			Invoices	1		$3,035.11
Vendor **22 - Moore Twining Associates Inc.**									
4145600	moore industrial	Paid by Check #49152		09/25/2024	10/11/2024	10/11/2024		10/11/2024	88.00
			Vendor **22 - Moore Twining Associates Inc.** Totals			Invoices	1		$88.00
Vendor **884 - Napa Auto Parts**									
101766	Vehicles	Paid by Check #49153		09/03/2024	10/11/2024	10/11/2024		10/11/2024	101.00
101776	Vehicles	Paid by Check #49153		09/03/2024	10/11/2024	10/11/2024		10/11/2024	227.28
101806	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	43.66
101811	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	106.59
101837	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	103.05
101841	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	78.08
101853	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	112.62
102063	Vehicles	Paid by Check #49153		09/09/2024	10/11/2024	10/11/2024		10/11/2024	242.07
102075	Vehicles	Paid by Check #49153		09/09/2024	10/11/2024	10/11/2024		10/11/2024	31.24
102126	Vehicles	Paid by Check #49153		09/10/2024	10/11/2024	10/11/2024		10/11/2024	727.73
102131	Vehicles	Paid by Check #49153		09/10/2024	10/11/2024	10/11/2024		10/11/2024	496.54
102155	Vehicles	Paid by Check #49153		09/10/2024	10/11/2024	10/11/2024		10/11/2024	12.68
102222	Vehicles	Paid by Check #49153		09/11/2024	10/11/2024	10/11/2024		10/11/2024	(101.00)
102224	Vehicles	Paid by Check #49153		09/11/2024	10/11/2024	10/11/2024		10/11/2024	(35.81)
102344	Vehicles	Paid by Check #49153		09/12/2024	10/11/2024	10/11/2024		10/11/2024	48.81
102601	Vehicles	Paid by Check #49153		09/16/2024	10/11/2024	10/11/2024		10/11/2024	324.61
102640	Vehicles	Paid by Check #49153		09/17/2024	10/11/2024	10/11/2024		10/11/2024	24.78
102674	Vehicles	Paid by Check #49153		09/17/2024	10/11/2024	10/11/2024		10/11/2024	(156.24)
102784	Vehicles	Paid by Check #49153		09/18/2024	10/11/2024	10/11/2024		10/11/2024	197.52
102785	Vehicles	Paid by Check #49153		09/18/2024	10/11/2024	10/11/2024		10/11/2024	256.05



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102818	Vehicles	Paid by Check #49153		09/19/2024	10/11/2024	10/11/2024		10/11/2024	21.44
102821	Vehicles	Paid by Check #49153		09/19/2024	10/11/2024	10/11/2024		10/11/2024	(147.34)
103017	Vehicles	Paid by Check #49153		09/23/2024	10/11/2024	10/11/2024		10/11/2024	48.07
103046	Vehicles	Paid by Check #49153		09/24/2024	10/11/2024	10/11/2024		10/11/2024	5.88
103082	Vehicles	Paid by Check #49153		09/24/2024	10/11/2024	10/11/2024		10/11/2024	112.75
103145	Vehicles	Paid by Check #49153		09/25/2024	10/11/2024	10/11/2024		10/11/2024	86.43
103174	Vehicles	Paid by Check #49153		09/25/2024	10/11/2024	10/11/2024		10/11/2024	140.94
103177	Vehicles	Paid by Check #49153		09/25/2024	10/11/2024	10/11/2024		10/11/2024	17.14
		Vendor **884 - Napa Auto Parts** Totals				Invoices	28		$3,126.57
Vendor **1767 - Rachel Nerio-Guerrero**									
Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49154		10/07/2024	10/11/2024	10/11/2024		10/11/2024	277.50
		Vendor **1767 - Rachel Nerio-Guerrero** Totals				Invoices	1		$277.50
Vendor **392 - O'Reilly Auto Parts**									
3641.217311	Vehicles	Paid by Check #49155		08/29/2024	10/11/2024	10/11/2024		10/11/2024	252.91
3641.217325	Vehicles	Paid by Check #49155		08/29/2024	10/11/2024	10/11/2024		10/11/2024	(252.91)
3641.218246	Vehicles	Paid by Check #49155		09/03/2024	10/11/2024	10/11/2024		10/11/2024	34.42
3641.218263	Vehicles	Paid by Check #49155		09/03/2024	10/11/2024	10/11/2024		10/11/2024	32.63
3641.218468	Vehicles	Paid by Check #49155		09/04/2024	10/11/2024	10/11/2024		10/11/2024	100.55
3641.218671	Vehicles	Paid by Check #49155		09/05/2024	10/11/2024	10/11/2024		10/11/2024	127.35
3641.219607	Vehicles	Paid by Check #49155		09/10/2024	10/11/2024	10/11/2024		10/11/2024	75.84
3641.219825	Vehicles	Paid by Check #49155		09/11/2024	10/11/2024	10/11/2024		10/11/2024	(57.60)
3641.219850	Vehicles	Paid by Check #49155		09/11/2024	10/11/2024	10/11/2024		10/11/2024	34.42
3641.220011	Vehicles	Paid by Check #49155		09/12/2024	10/11/2024	10/11/2024		10/11/2024	64.67
3641.220233	Vehicles	Paid by Check #49155		09/13/2024	10/11/2024	10/11/2024		10/11/2024	34.48
3641.220738	Vehicles	Paid by Check #49155		09/16/2024	10/11/2024	10/11/2024		10/11/2024	64.67
3641.220931	Vehicles	Paid by Check #49155		09/17/2024	10/11/2024	10/11/2024		10/11/2024	137.36
3641.220963	Vehicles	Paid by Check #49155		09/17/2024	10/11/2024	10/11/2024		10/11/2024	137.36
3641.221139	Vehicles	Paid by Check #49155		09/18/2024	10/11/2024	10/11/2024		10/11/2024	137.36
3641.221272	Vehicles	Paid by Check #49155		09/19/2024	10/11/2024	10/11/2024		10/11/2024	178.52
3641.221316	Vehicles	Paid by Check #49155		09/19/2024	10/11/2024	10/11/2024		10/11/2024	557.82
3641.221379	Vehicles	Paid by Check #49155		09/19/2024	10/11/2024	10/11/2024		10/11/2024	948.52
3641.222183	Vehicles	Paid by Check #49155		09/23/2024	10/11/2024	10/11/2024		10/11/2024	52.62
3641.222211	Vehicles	Paid by Check #49155		09/23/2024	10/11/2024	10/11/2024		10/11/2024	189.45
3641.222288	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	162.82
3641.222294	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	100.55
3641.222373	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	8.29
3641.222388	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	8.29
3641.222391	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	(8.29)
3641.222510	Vehicles	Paid by Check #49155		09/25/2024	10/11/2024	10/11/2024		10/11/2024	162.09
3641.222518	Vehicles	Paid by Check #49155		09/25/2024	10/11/2024	10/11/2024		10/11/2024	100.55
3641.222727	Vehicles	Paid by Check #49155		09/26/2024	10/11/2024	10/11/2024		10/11/2024	100.55



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		Vendor **392 - O'Reilly Auto Parts** Totals				Invoices	28		$3,485.29
Vendor **76 - Pacific Gas & Electric**									
2257627333209/24	Parks- 425 S Alta Ave 08/02/24-09/02/2024	Paid by Check #49190		09/03/2024	10/11/2024	10/11/2024		10/11/2024	12.82
4323390246909/24	Parks L&L-Citrus Heights 8/15/24-09/13/24	Paid by Check #49192		09/13/2024	10/11/2024	10/11/2024		10/11/2024	78.94
8543598174209/24	Parks L&L-72 & Nutcracker Ave 8/15/24-9/13/24	Paid by Check #49196		09/13/2024	10/11/2024	10/11/2024		10/11/2024	256.88
9018373735309/24	Parks L&L-Dunmore Homes 8/15/24-9/13/24	Paid by Check #49197		09/13/2024	10/11/2024	10/11/2024		10/11/2024	1,162.97
9196176758809/24	Parks L&L-Sierra Way & Buena Vista 8/15/24-9/13/24	Paid by Check #49198		09/13/2024	10/11/2024	10/11/2024		10/11/2024	118.44
5022214690909/24	Parks L&L-Parkside Village P1 8/21/24-09/19/24	Paid by Check #49193		09/19/2024	10/11/2024	10/11/2024		10/11/2024	263.37
2656920215809/24	Parks L&L-El Monte & Lillie 08/22/24-09/22/24	Paid by Check #49191		09/23/2024	10/11/2024	10/11/2024		10/11/2024	9.35
5192489513209/24	Parks L&L-502 RD 72 timer 8/22/24-9/22/2024	Paid by Check #49194		09/23/2024	10/11/2024	10/11/2024		10/11/2024	11.93
7771308180809/24	Parks L&L-200 S RD 72 08/22/24-09/22/2024	Paid by Check #49195		09/23/2024	10/11/2024	10/11/2024		10/11/2024	4.65
0375636985009/24	PW-N/E RD 76 & AVE 416 8/23/24-9/23/24	Paid by Check #49160		09/24/2024	10/11/2024	10/11/2024		10/11/2024	126.54
2459524157109/24	PARKS L&L- NORTHRIDGE W/EATON 8/23/24-9/23/24	Paid by Check #49179		09/24/2024	10/11/2024	10/11/2024		10/11/2024	16.58
5438816975409/24	PARKS L&L-NEWTON & NORTHRIDGE 8/23/24-9/23/24	Paid by Check #49183		09/24/2024	10/11/2024	10/11/2024		10/11/2024	617.84
9146744205809/24	PARKS L&L-DAVIS E/ALTA AVE 08/23/24-9/23/24	Paid by Check #49189		09/24/2024	10/11/2024	10/11/2024		10/11/2024	19.40
0418167531709/24	PW-RD 72 & W SIERRA WY 8/26/24-9/24/24	Paid by Check #49161		09/25/2024	10/11/2024	10/11/2024		10/11/2024	922.71
0584832101309/24	PW-NE CRAWFORD & GERALD 8/26/24-9/24/24	Paid by Check #49162		09/25/2024	10/11/2024	10/11/2024		10/11/2024	196.28
0766265341409/24	Parks L&L-1300 ROSEMARY AVE 08/26/24-09/24/24	Paid by Check #49176		09/25/2024	10/11/2024	10/11/2024		10/11/2024	159.62
1349551825309/24	PARKS L&L-1300 SAGINAW AVE08/26/24-09/24/24	Paid by Check #49177		09/25/2024	10/11/2024	10/11/2024		10/11/2024	10.22
1594680195609/24	PARKS-855 E EL MONE WAY 8/26/24-09/24/24	Paid by Check #49178		09/25/2024	10/11/2024	10/11/2024		10/11/2024	243.54
3120184832709/24	PW-7387 W SIERRA AVE 08/22/24-09/22/24	Paid by Check #49163		09/25/2024	10/11/2024	10/11/2024		10/11/2024	736.95
3230483783709/24	PW-S/E COR HAYES & GERALD 8/26/24-9/24/24	Paid by Check #49164		09/25/2024	10/11/2024	10/11/2024		10/11/2024	9.85
3600674390409/24	PARKS L&L-698 N LINCOLN AVE 8/26/24-9/24/24	Paid by Check #49180		09/25/2024	10/11/2024	10/11/2024		10/11/2024	15.72
4592247189609/24	PW-111 N HAYES AVE	Paid by Check #49165		09/25/2024	10/11/2024	10/11/2024		10/11/2024	33.86



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4689942560009/24	PARKS L&L-1101 VISCAYA PKWY 8/26/24-9/24/24	Paid by Check #49181		09/25/2024	10/11/2024	10/11/2024		10/11/2024	17.20
4979039280409/24	DSC-8/26/24-9/24/24	Paid by Check #49182		09/25/2024	10/11/2024	10/11/2024		10/11/2024	1,853.11
5564264294009/24	PARKS L&L-VISCAYA PKWY 08/26/24-09/24/2024	Paid by Check #49184		09/25/2024	10/11/2024	10/11/2024		10/11/2024	219.02
6220088828709/24	PARKS-EL MONTE & MCKINLEY 08/26/24-09/24/24	Paid by Check #49185		09/25/2024	10/11/2024	10/11/2024		10/11/2024	24.64
6782667017509/24	PARKS L&L- ALICE & W NORTH WAY 8/26/24-09/24/24	Paid by Check #49186		09/25/2024	10/11/2024	10/11/2024		10/11/2024	144.92
7905465742809/24	PARKS L&L 1150 E NEBRASKA AVE 8/26/24-9/24/24	Paid by Check #49187		09/25/2024	10/11/2024	10/11/2024		10/11/2024	4.59
8116588543509/24	PARKS L&L-1920 E LAUREN AVE	Paid by Check #49188		09/25/2024	10/11/2024	10/11/2024		10/11/2024	72.00
8218800681909/24	PW-2099 W SIERRA WY B 8/22/24-9/22-24	Paid by Check #49172		09/25/2024	10/11/2024	10/11/2024		10/11/2024	8,674.98
8376497226709/24	PW-S/E COR NEWTON & DAVIS 8/26/24-9/24/24	Paid by Check #49173		09/25/2024	10/11/2024	10/11/2024		10/11/2024	41.10
8968787345809/24	PW-651 W SAGINAW AVE 8/26/24-9/24/24	Paid by Check #49174		09/25/2024	10/11/2024	10/11/2024		10/11/2024	286.56
9492174922509/24	PW-1315 N EUCLID AVE 8/26/24-9/24/24	Paid by Check #49175		09/25/2024	10/11/2024	10/11/2024		10/11/2024	9.85
4751971656809/24	PW- HAYES & EDWARDS	Paid by Check #49167		09/26/2024	10/11/2024	10/11/2024		10/11/2024	52.72
4772157652909/24	PW- ALTA & EL MONTE 8/27/24-9/25/24	Paid by Check #49166		09/26/2024	10/11/2024	10/11/2024		10/11/2024	205.62
4939694448709/24	PW- 110 S COLLEGE AVE 8/27/24 -09/25/24	Paid by Check #49168		09/26/2024	10/11/2024	10/11/2024		10/11/2024	10.96
5355488862709/24	PW-912 N ALTA AVE @ SAGINAW&ALTA 8/27/24-9/25/24	Paid by Check #49169		09/26/2024	10/11/2024	10/11/2024		10/11/2024	84.30
5657667089909/24	PW- NW COR ALICE & W EL MONTE WAY 8/27/24-9/25/24	Paid by Check #49170		09/26/2024	10/11/2024	10/11/2024		10/11/2024	115.92
6657667025209/24	PW- NW COR ALTA & RD 80 8/27/24-9/25/24	Paid by Check #49171		09/26/2024	10/11/2024	10/11/2024		10/11/2024	85.34
0021138281709/24	765 W NEBRASKA AVE 8/28/24-9/26/24	Paid by Check #49157		09/27/2024	10/11/2024	10/12/2024		10/11/2024	14.37
7022723403909/24	1480 W EL MONTE WAY 8/28/24-9/26/24	Paid by Check #49159		09/27/2024	10/11/2024	10/12/2024		10/11/2024	858.32
9001498229309/24	405 E EL MONTE WAY 8/27/24-9/25/24	Paid by Check #49156		09/27/2024	10/11/2024	10/12/2024		10/11/2024	2,456.14
9825087728309/24	595 W NEBRASKA AVA 8/28/24-9/26/24	Paid by Check #49158		09/27/2024	10/11/2024	10/12/2024		10/11/2024	72.52
			Vendor **76 - Pacific Gas & Electric** Totals			Invoices	43		$20,332.64
Vendor **982 - Luis Patlan**									
Long Beach 10/24	League of California Cities Annual Conferance	Paid by Check #49199		10/09/2024	10/11/2024	10/11/2024		10/11/2024	277.50
			Vendor **982 - Luis Patlan** Totals			Invoices	1		$277.50
Vendor **7 - Pena's Disposal Services**									
844176	penas solid mixed waste	Paid by Check #49200		10/01/2024	10/11/2024	10/11/2024		10/11/2024	244.90

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		Vendor **7 - Pena's Disposal Services** Totals				Invoices	1		$244.90
Vendor **1699 - Thomas Perea**									
Company Off 2A	Educational Reimbursement	Paid by Check #49201		09/25/2024	10/11/2024	10/11/2024		10/11/2024	232.00
		Vendor **1699 - Thomas Perea** Totals				Invoices	1		$232.00
Vendor **124 - Reedley Veterinary Hospital**									
158	PD - Vet Fees / August & September 2024 Disposal Fees	Paid by Check #49202		10/01/2024	10/11/2024	10/11/2024		10/11/2024	1,600.00
		Vendor **124 - Reedley Veterinary Hospital** Totals				Invoices	1		$1,600.00
Vendor **817 - Maribel Reynosa**									
Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49203		10/07/2024	10/11/2024	10/11/2024		10/11/2024	277.50
		Vendor **817 - Maribel Reynosa** Totals				Invoices	1		$277.50
Vendor **1526 - Robert Soria Trucking**									
15641	Robert Soria old yard	Paid by Check #49204		10/04/2024	10/11/2024	10/11/2024		10/11/2024	288.00
		Vendor **1526 - Robert Soria Trucking** Totals				Invoices	1		$288.00
Vendor **657 - Elio Saldivar**									
092409272024	PD - Perishable Skill Training / Lunch Reimbursement	Paid by Check #49205		10/07/2024	10/11/2024	10/11/2024		10/11/2024	67.46
		Vendor **657 - Elio Saldivar** Totals				Invoices	1		$67.46
Vendor **2004 - SCA of CA, LLC**									
2024-009061	sca of ca air street sweeping for the month of Sept	Paid by Check #49206		09/01/2024	10/11/2024	10/11/2024		10/11/2024	15,646.13
		Vendor **2004 - SCA of CA, LLC** Totals				Invoices	1		$15,646.13
Vendor **1886 - Schlegel, Timothy**									
Reimbursement5	Instructor/Medic	Paid by Check #49207		10/07/2024	10/11/2024	10/11/2024		10/11/2024	130.40
		Vendor **1886 - Schlegel, Timothy** Totals				Invoices	1		$130.40
Vendor **42 - Scout Specialties**									
179711	FY24/25-Parks-Event prep supplies - Raisin Day Event	Paid by Check #49208		09/24/2024	10/11/2024	10/11/2024	10/01/2024	10/11/2024	188.46
		Vendor **42 - Scout Specialties** Totals				Invoices	1		$188.46
Vendor **61 - Silvas Oil Company Inc.**									
194292CT	September 2024	Paid by Check #49209		09/30/2024	10/11/2024	10/11/2024		10/11/2024	184.88
		Vendor **61 - Silvas Oil Company Inc.** Totals				Invoices	1		$184.88
Vendor **361 - SJVAPCD**									
S178297	sjvapcd 1088 E Kamm Ave	Paid by Check #49210		10/03/2024	10/11/2024	10/11/2024		10/11/2024	723.00
S178310	sjvapcd 2007 N Crawford Way	Paid by Check #49210		10/03/2024	10/11/2024	10/11/2024		10/11/2024	290.00
		Vendor **361 - SJVAPCD** Totals				Invoices	2		$1,013.00
Vendor **1337 - Soapman of Kern County PBE Inc.**									
68735	PD - Car Wash Soap	Paid by Check #49211		10/01/2024	10/11/2024	10/11/2024		10/11/2024	193.96
		Vendor **1337 - Soapman of Kern County PBE Inc.** Totals				Invoices	1		$193.96
Vendor **431 - Sparkletts**									
9406519 100124	FY24/25-PCS-Multiple divisions-Water bottle service/rental	Paid by Check #49212		10/01/2024	10/11/2024	10/11/2024	10/03/2024	10/11/2024	249.21



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			Vendor **431 - Sparkletts** Totals			Invoices 1			$249.21
Vendor **214 - Stericycle, Inc.**									
8008374123	October 2024	Paid by Check #49213		09/18/2024	10/11/2024	10/11/2024		10/11/2024	156.34
			Vendor **214 - Stericycle, Inc.** Totals			Invoices 1			$156.34
Vendor **1447 - Monte Sylvester**									
Septemeber 2024	Anthem Reimb 9/01/2024-9/30/2024	Paid by Check #49214		10/08/2024	10/11/2024	10/11/2024		10/11/2024	399.90
			Vendor **1447 - Monte Sylvester** Totals			Invoices 1			$399.90
Vendor **818 - Kuldip Thusu**									
Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49215		10/07/2024	10/11/2024	10/11/2024		10/11/2024	277.50
			Vendor **818 - Kuldip Thusu** Totals			Invoices 1			$277.50
Vendor **717 - TMI Research Services**									
CITYOD 24-9-30	Miscellaneous	Paid by Check #49216		09/30/2024	10/11/2024	10/11/2024		10/11/2024	210.00
			Vendor **717 - TMI Research Services** Totals			Invoices 1			$210.00
Vendor **1953 - Ed Todd**									
Septemeber 2024	Anthem Reimb 9/01/2024-9/30/2024	Paid by Check #49217		10/01/2024	10/11/2024	10/11/2024		10/11/2024	1,042.94
			Vendor **1953 - Ed Todd** Totals			Invoices 1			$1,042.94
Vendor **311 - Top Dog Training Center**									
1883	PD - K9 Maintenance Training / Enzo & Zeus	Paid by Check #49218		10/02/2024	10/11/2024	10/11/2024		10/11/2024	180.00
			Vendor **311 - Top Dog Training Center** Totals			Invoices 1			$180.00
Vendor **2117 - TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.**									
210720-202409-1	PD - Monthly Service / Account ID 210720	Paid by Check #49219		10/01/2024	10/11/2024	10/11/2024		10/11/2024	83.60
			Vendor **2117 - TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.** Totals			Invoices 1			$83.60
Vendor **307 - Tulare County Consolidated Ambulance Dispatch, Inc**									
24-10-07	September 2024	Paid by Check #49220		10/07/2024	10/11/2024	10/11/2024		10/11/2024	7,174.85
			Vendor **307 - Tulare County Consolidated Ambulance Dispatch, Inc** Totals			Invoices 1			$7,174.85
Vendor **192 - UNUM Life Insurance Company of America**									
10/1/24-10/31/24	0537123-001	Paid by Check #49221		10/01/2024	10/11/2024	10/11/2024		10/11/2024	11,029.85
			Vendor **192 - UNUM Life Insurance Company of America** Totals			Invoices 1			$11,029.85
Vendor **101 - Valley Soil & Forest Products**									
50170	valley soil fill sand	Paid by Check #49222		09/26/2024	10/11/2024	10/11/2024		10/11/2024	672.70
50235	FY24/25-Parks-Soil replacement-Repair/Maint-Entertainment Plaza	Paid by Check #49222		10/07/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	314.26
			Vendor **101 - Valley Soil & Forest Products** Totals			Invoices 2			$986.96
Vendor **21 - Vestis Services LLC**									
5031470578	FY24/25-Parks-Uniform/Safety-Parks staff-Wk. of 10/2/24	Paid by Check #49223		10/02/2024	10/11/2024	10/11/2024	10/03/2024	10/11/2024	100.22
			Vendor **21 - Vestis Services LLC** Totals			Invoices 1			$100.22
Vendor **2062 - W & E Electric**									

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2410019	w & e Dinuba waste water	Paid by Check #49224		10/04/2024	10/11/2024	10/11/2024		10/11/2024	150.00
			Vendor **2062 - W & E Electric** Totals			Invoices	1		$150.00
Vendor **2072 - Wells Fargo Vendor Financial Services LLC**									
5031511751	Oct/Nov 2024	Paid by Check #49225		09/26/2024	10/11/2024	10/11/2024		10/11/2024	115.01
			Vendor **2072 - Wells Fargo Vendor Financial Services LLC** Totals			Invoices	1		$115.01
Vendor **1313 - Yepez Plumbing**									
10088	Repairs	Paid by Check #49226		09/03/2024	10/11/2024	10/11/2024		10/11/2024	360.18
			Vendor **1313 - Yepez Plumbing** Totals			Invoices	1		$360.18
			Grand Totals			Invoices	345		$640,804.21

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **385 - 4 Creeks, Inc.**									
4C004517	4 creeks 24/25 General GIS Services	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	7,179.00
4C004587	4 Creeks- DHS Construction Oversight	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	787.50
4C004588	4 Creeks Fire Department Training Facility Site Impv	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	10,661.00
4C004589	4 creeks Viscaya Park Improvements Project	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	40,583.60
4c004590	4 Creeks El Monte/Road 56 Roundabout	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	6,296.39
4C004594	4 Creeks- Kamm/ Alta Gas Station	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	296.50
4C004595	4 Creeks - 1225 N Euclid Parcel Map	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	175.00
4C004600	4 Creeks Kamm, College, El Monte 2024 Corridor Impv	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	15,488.47
4C004605	4 Creeks- Encroachment Permits	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	2,161.00
4c004606	4 Creeks Castro Subdivision Phase 3	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	5,257.50
4C004607	4 Creeks- El Monte/ Perry Roundaout	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	3,210.50
4C004608	4 creeks Strand Theatre Demolition	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	5,019.20
4C004609	4 Creeks- ADA Transition Report	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	1,455.00
4C004611	4 Creeks SS4A Vision Zero Action plan	Paid by Check #49227		08/09/2024	10/18/2024	10/18/2024		10/18/2024	29,546.93
4C004664	4 Creeks- Lot development	Paid by Check #49227		08/10/2024	10/18/2024	10/18/2024		10/18/2024	1,740.00
4C004749	4 Creeks HSIP Cycle 11 (042) Safety Improvements	Paid by Check #49227		08/12/2024	10/18/2024	10/18/2024		10/18/2024	8,434.94
4C004750	4 Creeks- Safety Improvements	Paid by Check #49227		08/12/2024	10/18/2024	10/18/2024		10/18/2024	4,081.24
4c004777	4 Creeks HSIP Cycle 11 (043) Safety Improvements	Paid by Check #49227		08/13/2024	10/18/2024	10/18/2024		10/18/2024	24,209.55
4C004797	4 Creeks ATP Pedestrian Walkway Impv	Paid by Check #49227		08/13/2024	10/18/2024	10/18/2024		10/18/2024	57,724.48
4C004798	4 Creeks Kamm & Alta Roundabout	Paid by Check #49227		08/13/2024	10/18/2024	10/18/2024		10/18/2024	81,277.61
4C004910	4 Creeks 24/25 General GIS Services	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	8,095.50
4c005069	4 Creeks Kamm, College, El Monte 2024 Corridor Impv	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	11,610.00
4C005070	4 Creeks 24/25 Dinuba Encroachments Permits	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	5,159.50
4C005085	4 Creeks Castro Subdivision Phase 3	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	6,489.50
4C005113	4 Creeks- DHS Construction Oversight	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	388.81



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4C005117	4 Creeks- El Monte/ Rd 56 Roundabout	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	1,273.50
4C005118	4 Creeks- Kamm/Alta Gas Station	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	2,129.00
4C005119	4 Creeks- 1225 N Euclid Parcel Map	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	807.50
4c005121	4 creeks Viscaya Park Improvements Project	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	40,702.00
4C005122	4 Creeks- Well 21	Paid by Check #49227		09/05/2024	10/18/2024	10/18/2024		10/18/2024	327.50
4C005303	4 Creeks-Tierra Vista Certificate of Correction	Paid by Check #49227		09/09/2024	10/18/2024	10/18/2024		10/18/2024	51.00
4C005353	4 Creeks- ADA Transition Report	Paid by Check #49227		09/16/2024	10/18/2024	10/18/2024		10/18/2024	229.50
4C005354	4 Creeks- Safety Improvements	Paid by Check #49227		09/16/2024	10/18/2024	10/18/2024		10/18/2024	1,598.72
4C005355	4 Creeks- Safety Improvements	Paid by Check #49227		09/16/2024	10/18/2024	10/18/2024		10/18/2024	158.47
4c005357	4 Creeks HSIP Cycle 11 (043) Safety Improvements	Paid by Check #49227		09/16/2024	10/18/2024	10/18/2024		10/18/2024	9,676.49
4C005366	4 Creeks El Monte & Perry Roundabout	Paid by Check #49227		09/17/2024	10/18/2024	10/18/2024		10/18/2024	17,457.25
4C005104	4 Creeks Fire Department Training Facility Site Impv	Paid by Check #49227		09/19/2024	10/18/2024	10/18/2024		10/18/2024	21,833.51
4C005374	4 Creeks- Strand Theatre Demo	Paid by Check #49227		09/19/2024	10/18/2024	10/18/2024		10/18/2024	2,918.50
4C005152	S. El Monte neighborhood Revitalization	Paid by Check #49227		09/21/2024	10/18/2024	10/18/2024		10/18/2024	3,417.31
4C005189	4 Creeks- Lot Development	Paid by Check #49227		09/21/2024	10/18/2024	10/18/2024		10/18/2024	2,790.00
4C005446	4 Creeks ATP Pedestrian Walkway Impv	Paid by Check #49227		09/30/2024	10/18/2024	10/18/2024		10/18/2024	46,439.02
			Vendor **385 - 4 Creeks, Inc.** Totals			Invoices	41		$489,137.99
Vendor **2110 - AA Property Maintenance**									
0000018	AA PROPERTY DISC. AND MOW	Paid by Check #49114		10/07/2024	10/11/2024	10/11/2024		10/11/2024	400.00
0000019	AA PROPERTY DISCING	Paid by Check #49114		10/07/2024	10/11/2024	10/11/2024		10/11/2024	3,000.00
			Vendor **2110 - AA Property Maintenance** Totals			Invoices	2		$3,400.00
Vendor **206 - ADT Security Services, Inc.**									
1092820479	FY24/25-Comm. Srvcs-Rec alarm monitoring 11/1/24-1/31/25	Paid by Check #49228		10/04/2024	10/18/2024	10/18/2024	10/14/2024	10/18/2024	198.78
			Vendor **206 - ADT Security Services, Inc.** Totals			Invoices	1		$198.78
Vendor **263 - Advantek Benefit Administrators**									
Funding 10/04/24	Miscellaneous	Paid by Check #49115		10/04/2024	10/11/2024	10/11/2024		10/11/2024	55,227.81
2410 0011	Contractual	Paid by Check #49115		10/07/2024	10/11/2024	10/11/2024		10/11/2024	81,488.63
Funding 10/11/24	Miscellaneous	Paid by Check #49229		10/11/2024	10/18/2024	10/18/2024		10/18/2024	10,842.21
			Vendor **263 - Advantek Benefit Administrators** Totals			Invoices	3		$147,558.65
Vendor **1222 - Jose Aguayo Cruz**									
SBSLI102024	PD- Sherman Block Supervisory Leadership Institute - Training	Paid by Check #49116		09/05/2024	10/11/2024	10/11/2024		10/11/2024	300.50
			Vendor **1222 - Jose Aguayo Cruz** Totals			Invoices	1		$300.50
Vendor **1781 - Jacob Aguilar**									

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ICI102024	PD - ICI Sexual Assault Training	Paid by Check #49117		09/24/2024	10/11/2024	10/11/2024		10/11/2024	475.00
			Vendor **1781 - Jacob Aguilar** Totals			Invoices	1		$475.00
Vendor **47 - Alta Irrigation District**									
5036	AID Water connection Ave 406	Paid by Check #49118		10/07/2024	10/11/2024	10/11/2024		10/11/2024	10,000.00
5038	alta irrigration encroachment agreement	Paid by Check #49118		10/07/2024	10/11/2024	10/11/2024		10/11/2024	400.00
			Vendor **47 - Alta Irrigation District** Totals			Invoices	2		$10,400.00
Vendor **1538 - American River Benefit Administrators**									
#8461 3rd Q 24-2	#8461 3rd Q 2024	Paid by Check #49119		10/01/2024	10/11/2024	10/11/2024		10/11/2024	18.00
			Vendor **1538 - American River Benefit Administrators** Totals			Invoices	1		$18.00
Vendor **351 - Anthem Blue Cross**									
000361369796	Hartley 102A78783 11/1/24-11/30/24	Paid by Check #49230		10/05/2024	10/18/2024	10/18/2024		10/18/2024	132.70
			Vendor **351 - Anthem Blue Cross** Totals			Invoices	1		$132.70
Vendor **2098 - Arthur & Orum Well Drilling Inc.**									
22316-4	Arthur & Orum Well Drilling- Well 21	Paid by Check #49231		10/08/2024	10/18/2024	10/18/2024		10/18/2024	74,218.75
22316-8	Arthur & Orum Well Drilling- Well 21	Paid by Check #49231		10/08/2024	10/18/2024	10/18/2024		10/18/2024	76,000.00
			Vendor **2098 - Arthur & Orum Well Drilling Inc.** Totals			Invoices	2		$150,218.75
Vendor **17 - AT&T**									
559596064909/24	PW-1800 E KAMM AVE 9/26-10/25	Paid by Check #49232		09/26/2024	10/18/2024	10/18/2024		10/18/2024	3,452.41
			Vendor **17 - AT&T** Totals			Invoices	1		$3,452.41
Vendor **1575 - Avison Construction, Inc.**									
10-20366	Avison Cosnt. Kamm & Alta Roundabout	Paid by Check #49233		10/01/2024	10/18/2024	10/18/2024		10/18/2024	914,556.02
6-23367	Avison HSIP Roadway Segment Project	Paid by Check #49233		10/11/2024	10/18/2024	10/18/2024		10/18/2024	19,501.36
			Vendor **1575 - Avison Construction, Inc.** Totals			Invoices	2		$934,057.38
Vendor **1513 - Barnes Welding**									
0091670484	barnes supplies	Paid by Check #49120		09/30/2024	10/11/2024	10/11/2024		10/11/2024	30.41
			Vendor **1513 - Barnes Welding** Totals			Invoices	1		$30.41
Vendor **1869 - Bass Mekanics Car Audio**									
Rec014	FY24/25-Sports-Athletic Supplies-coaches/parent shirts, add-ons	Paid by Check #49234		10/04/2024	10/18/2024	10/18/2024	10/14/2024	10/18/2024	156.00
			Vendor **1869 - Bass Mekanics Car Audio** Totals			Invoices	1		$156.00
Vendor **1814 - Bogie's Pump System**									
19054	Bogie Pump System-Newton & Davis Breaker Panel	Paid by Check #49235		10/08/2024	10/18/2024	10/18/2024		10/18/2024	3,833.30
			Vendor **1814 - Bogie's Pump System** Totals			Invoices	1		$3,833.30
Vendor **822 - Boundtree Medical LLC**									
85497773	Supplies	Paid by Check #49121		09/24/2024	10/11/2024	10/11/2024		10/11/2024	1,411.06
85501046	Supplies	Paid by Check #49121		09/26/2024	10/11/2024	10/11/2024		10/11/2024	120.44



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85504112	Supplies	Paid by Check #49236		09/30/2024	10/18/2024	10/18/2024		10/18/2024	947.28
85506392	Supplies	Paid by Check #49236		10/01/2024	10/18/2024	10/18/2024		10/18/2024	199.39
85507995	Supplies	Paid by Check #49236		10/02/2024	10/18/2024	10/18/2024		10/18/2024	264.49
		Vendor **822 - Boundtree Medical LLC** Totals				Invoices	5		$2,942.66
Vendor **116 - BSK Associates**									
AH24265	BSK SYS #5410002	Paid by Check #49122		09/30/2024	10/11/2024	10/11/2024		10/11/2024	432.50
		Vendor **116 - BSK Associates** Totals				Invoices	1		$432.50
Vendor **563 - John Carrillo**									
October 2024	Anthem Reimb 10/01/24-10/31/24	Paid by Check #49123		10/03/2024	10/11/2024	10/11/2024		10/11/2024	298.80
		Vendor **563 - John Carrillo** Totals				Invoices	1		$298.80
Vendor **305 - Cartozian Air Conditioning and Heating Inc.**									
20164	CARTOZIAN SERVICE AT 1088 E KAMM AVE	Paid by Check #49124		09/24/2024	10/11/2024	10/11/2024		10/11/2024	146.70
		Vendor **305 - Cartozian Air Conditioning and Heating Inc.** Totals				Invoices	1		$146.70
Vendor **1620 - Central Valley Forensic Nursing Specialists**									
1732	PD - Lab Exam Service / September 2024	Paid by Check #49125		09/30/2024	10/11/2024	10/11/2024		10/11/2024	6,000.00
		Vendor **1620 - Central Valley Forensic Nursing Specialists** Totals				Invoices	1		$6,000.00
Vendor **896 - Central Valley Refrigeration, Inc.**									
59002	Repairs	Paid by Check #49126		09/03/2024	10/11/2024	10/11/2024		10/11/2024	317.13
		Vendor **896 - Central Valley Refrigeration, Inc.** Totals				Invoices	1		$317.13
Vendor **598 - Greg Chastain**									
Cal Chief's 2024	Travel Per Diem	Paid by Check #49237		10/10/2024	10/18/2024	10/18/2024		10/18/2024	286.00
		Vendor **598 - Greg Chastain** Totals				Invoices	1		$286.00
Vendor **333 - Cintas Corporation No. 2**									
4204119808	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	38.96
4204119880	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	344.30
4204119916	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	192.31
4204119919	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	150.09
4204119962	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	107.04
4204120148	Contractual	Paid by Check #49127		09/04/2024	10/11/2024	10/11/2024		10/11/2024	701.95
4204324978	Contractual	Paid by Check #49127		09/05/2024	10/11/2024	10/11/2024		10/11/2024	128.06
4204325033	Contractual	Paid by Check #49127		09/05/2024	10/11/2024	10/11/2024		10/11/2024	194.43
4204325184	Contractual	Paid by Check #49127		09/05/2024	10/11/2024	10/11/2024		10/11/2024	610.03
1905108946	Contractual	Paid by Check #49127		09/06/2024	10/11/2024	10/11/2024		10/11/2024	466.55
4204905358	Contractual	Paid by Check #49127		09/11/2024	10/11/2024	10/11/2024		10/11/2024	50.25
4204905398	Contractual	Paid by Check #49127		09/11/2024	10/11/2024	10/11/2024		10/11/2024	107.04
4204905412	Contractual	Paid by Check #49127		09/11/2024	10/11/2024	10/11/2024		10/11/2024	337.20
4204905627	Contractual	Paid by Check #49127		09/11/2024	10/11/2024	10/11/2024		10/11/2024	252.04
4205059769	Contractual	Paid by Check #49127		09/12/2024	10/11/2024	10/11/2024		10/11/2024	128.06
4205059822	Contractual	Paid by Check #49127		09/12/2024	10/11/2024	10/11/2024		10/11/2024	243.37



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4205060202	Contractual	Paid by Check #49127		09/12/2024	10/11/2024	10/11/2024		10/11/2024	602.52
4205656429	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	38.96
4205656462	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	385.30
4205656512	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	295.92
4205656513	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	192.14
4205656554	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	220.48
4205656835	Contractual	Paid by Check #49127		09/18/2024	10/11/2024	10/11/2024		10/11/2024	252.26
4205785096	Contractual	Paid by Check #49127		09/19/2024	10/11/2024	10/11/2024		10/11/2024	128.06
4205785157	Contractual	Paid by Check #49127		09/19/2024	10/11/2024	10/11/2024		10/11/2024	243.81
4205785459	Contractual	Paid by Check #49127		09/19/2024	10/11/2024	10/11/2024		10/11/2024	968.38
4206343804	Contractual	Paid by Check #49127		09/25/2024	10/11/2024	10/11/2024		10/11/2024	50.25
4206343819	Contractual	Paid by Check #49127		09/25/2024	10/11/2024	10/11/2024		10/11/2024	337.20
4206343854	Contractual	Paid by Check #49127		09/25/2024	10/11/2024	10/11/2024		10/11/2024	136.71
4206520719	Contractual	Paid by Check #49127		09/26/2024	10/11/2024	10/11/2024		10/11/2024	128.06
4206520785	Contractual	Paid by Check #49127		09/26/2024	10/11/2024	10/11/2024		10/11/2024	243.37
4206521219	Contractual	Paid by Check #49127		09/26/2024	10/11/2024	10/11/2024		10/11/2024	617.06
4206343957	Contractual	Paid by Check #49127		10/01/2024	10/11/2024	10/11/2024		10/11/2024	360.27
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	33		$9,252.43
Vendor **239 - City of Fresno**									
3382	Fire Marshal 1A - Bear	Paid by Check #49238		10/10/2024	10/18/2024	10/18/2024		10/18/2024	225.00
		Vendor **239 - City of Fresno** Totals				Invoices	1		$225.00
Vendor **972 - City of Sanger**									
IGT 70 - Dinuba	July - September 2024	Paid by Check #49239		10/08/2024	10/18/2024	10/18/2024		10/18/2024	3,107.30
		Vendor **972 - City of Sanger** Totals				Invoices	1		$3,107.30
Vendor **127 - City of Visalia**									
AR103253	PD - Animal Shelter Services / October 2024	Paid by Check #49128		10/01/2024	10/11/2024	10/11/2024		10/11/2024	16,900.00
		Vendor **127 - City of Visalia** Totals				Invoices	1		$16,900.00
Vendor **240 - Clean Cut Landscape Management Inc.**									
5102	Monthly Landscaping Service September 2024	Paid by Check #49129		09/30/2024	10/11/2024	10/11/2024		10/11/2024	21,583.00
		Vendor **240 - Clean Cut Landscape Management Inc.** Totals				Invoices	1		$21,583.00
Vendor **170 - Comcast**									
0136611 09/24	PD - 10/01/2024 - 10/31/2024 Billing Charges	Paid by Check #49240		09/26/2024	10/18/2024	10/18/2024		10/18/2024	56.26
		Vendor **170 - Comcast** Totals				Invoices	1		$56.26
Vendor **3 - Culligan Water**									
207549	culligan exchange tank	Paid by Check #49241		09/30/2024	10/18/2024	10/18/2024		10/18/2024	78.00
207806	CULLIGAN PORTABLE EXCHANGE TANK	Paid by Check #49241		09/30/2024	10/18/2024	10/18/2024		10/18/2024	81.00
		Vendor **3 - Culligan Water** Totals				Invoices	2		$159.00
Vendor **1960 - CXT Incorporated**									

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90088093	CXT Viscaya Restroom	Paid by Check #49130		10/03/2024	10/11/2024	10/11/2024		10/11/2024	274,681.11
		Vendor **1960 - CXT Incorporated** Totals				Invoices	1		$274,681.11
Vendor **77 - Department of Justice**									
767624	PD - Fingerprints Service / September 2024	Paid by Check #49242		10/03/2024	10/18/2024	10/18/2024		10/18/2024	1,331.00
		Vendor **77 - Department of Justice** Totals				Invoices	1		$1,331.00
Vendor **166 - Dinuba Glass LLC.**									
32582	FY24/25-Parks-Repair/Maint-Ent. Plaza - Palm tree glass repair	Paid by Check #49131		10/01/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	63.40
		Vendor **166 - Dinuba Glass LLC.** Totals				Invoices	1		$63.40
Vendor **4 - Dinuba Lumber Company**									
806046	Maintenance	Paid by Check #49132		09/03/2024	10/11/2024	10/11/2024		10/11/2024	11.41
806060	Maintenance	Paid by Check #49132		09/03/2024	10/11/2024	10/11/2024		10/11/2024	78.10
806413	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	44.91
806456	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	6.18
806460	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	57.36
806461	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	6.43
806462	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	(30.71)
806528	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	72.40
806565	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	20.50
806640	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	28.42
806642	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	39.72
806649	Maintenance	Paid by Check #49132		09/04/2024	10/11/2024	10/11/2024		10/11/2024	51.26
806817	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	20.54
806827	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	180.63
806833	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	390.59
806834	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	78.76
806908	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	44.49
806932	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	14.16
807004	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	23.40
807055	Maintenance	Paid by Check #49132		09/05/2024	10/11/2024	10/11/2024		10/11/2024	14.34
807223	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	34.17
807233	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	30.26
807265	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	11.07
807388	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	48.71
807429	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	26.73
807616	Maintenance	Paid by Check #49132		09/06/2024	10/11/2024	10/11/2024		10/11/2024	49.79
808110	Maintenance	Paid by Check #49132		09/08/2024	10/11/2024	10/11/2024		10/11/2024	30.25
808254	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	10.14
808275	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	375.75
808331	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	30.26
808334	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	23.40



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808348	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	46.47
808440	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	40.41
808494	Maintenance	Paid by Check #49132		09/09/2024	10/11/2024	10/11/2024		10/11/2024	124.85
808787	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	68.34
808838	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	14.43
808843	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	130.20
808873	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	38.94
808950	Maintenance	Paid by Check #49132		09/10/2024	10/11/2024	10/11/2024		10/11/2024	40.01
809091	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	27.33
809108	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	12.33
809112	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	129.92
809120	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	52.42
809146	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	79.05
809223	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	8.19
809302	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	14.41
809329	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	21.44
809353	Maintenance	Paid by Check #49132		09/11/2024	10/11/2024	10/11/2024		10/11/2024	11.70
809535	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	1.90
809589	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	13.37
809598	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	50.51
809610	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	16.93
809612	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	14.11
809761	Maintenance	Paid by Check #49132		09/12/2024	10/11/2024	10/11/2024		10/11/2024	27.82
809948	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	87.68
809965	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	39.78
809969	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	80.24
809984	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	14.34
810055	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	106.98
810056	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	26.75
810072	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	19.69
810089	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	292.50
810092	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	14.53
810194	Maintenance	Paid by Check #49132		09/13/2024	10/11/2024	10/11/2024		10/11/2024	14.33
810953	Maintenance	Paid by Check #49132		09/16/2024	10/11/2024	10/11/2024		10/11/2024	26.24
810987	Maintenance	Paid by Check #49132		09/16/2024	10/11/2024	10/11/2024		10/11/2024	64.50
811017	Maintenance	Paid by Check #49132		09/16/2024	10/11/2024	10/11/2024		10/11/2024	15.35
811355	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	72.54
811375	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	19.52
811377	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	17.96
811400	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	64.99
811417	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	(17.96)
811418	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	62.66

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811440	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	32.25
811458	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	18.21
811586	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	133.35
811608	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	10.14
811633	Maintenance	Paid by Check #49132		09/17/2024	10/11/2024	10/11/2024		10/11/2024	19.52
811803	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	113.69
811813	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	36.89
811839	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	21.05
811841	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	88.35
811844	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	78.27
811857	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	26.00
811894	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	16.49
811899	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	43.40
811914	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	19.52
811951	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	31.37
811955	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	34.94
811998	Maintenance	Paid by Check #49132		09/18/2024	10/11/2024	10/11/2024		10/11/2024	8.86
812234	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	18.73
812270	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	40.99
812303	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	28.58
812473	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	15.60
812507	Maintenance	Paid by Check #49132		09/19/2024	10/11/2024	10/11/2024		10/11/2024	69.87
812680	Maintenance	Paid by Check #49132		09/20/2024	10/11/2024	10/11/2024		10/11/2024	55.79
812783	Maintenance	Paid by Check #49132		09/20/2024	10/11/2024	10/11/2024		10/11/2024	40.36
813595	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	3.08
813614	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	32.21
813628	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	21.92
813648	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	24.20
813763	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	89.82
813868	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	4.18
813890	Maintenance	Paid by Check #49132		09/23/2024	10/11/2024	10/11/2024		10/11/2024	74.19
813996	Maintenance	Paid by Check #49132		09/24/2024	10/11/2024	10/11/2024		10/11/2024	18.45
814013	Maintenance	Paid by Check #49132		09/24/2024	10/11/2024	10/11/2024		10/11/2024	112.04
814178	Maintenance	Paid by Check #49132		09/24/2024	10/11/2024	10/11/2024		10/11/2024	36.84
814274	Maintenance	Paid by Check #49132		09/24/2024	10/11/2024	10/11/2024		10/11/2024	33.52
814455	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	39.81
814463	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	28.10
814464	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	251.51
814475	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	(44.91)
814487	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	7.45
814522	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	10.24
814640	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	31.29



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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
814672	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	29.46
814679	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	72.32
814688	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	352.96
814690	Maintenance	Paid by Check #49132		09/25/2024	10/11/2024	10/11/2024		10/11/2024	5.75
814871	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	25.44
814916	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	71.21
814991	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	23.61
814998	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	13.41
815056	Maintenance	Paid by Check #49132		09/26/2024	10/11/2024	10/11/2024		10/11/2024	13.65
815240	Maintenance	Paid by Check #49132		09/27/2024	10/11/2024	10/11/2024		10/11/2024	17.57
815255	Maintenance	Paid by Check #49132		09/27/2024	10/11/2024	10/11/2024		10/11/2024	34.55
815408	Maintenance	Paid by Check #49132		09/27/2024	10/11/2024	10/11/2024		10/11/2024	26.93
816184	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	18.25
816292	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	315.75
816320	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	31.20
816380	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	65.69
816497	Maintenance	Paid by Check #49132		09/30/2024	10/11/2024	10/11/2024		10/11/2024	14.09
		Vendor **4 - Dinuba Lumber Company** Totals				Invoices	132		$6,739.12
Vendor **200 - Dinuba Unified School District**									
1936	FY24/25-Senior Center-T/TH Senior Meals-Sept. 2024	Paid by Check #49243		10/08/2024	10/18/2024	10/18/2024	10/08/2024	10/18/2024	6,760.00
1937	FY24/25-DSC-Senior Lunches-September 2024-CDBG Mon/Wed/Fri	Paid by Check #49243		10/08/2024	10/18/2024	10/18/2024	10/08/2024	10/18/2024	7,800.00
		Vendor **200 - Dinuba Unified School District** Totals				Invoices	2		$14,560.00
Vendor **550 - Division of the State Architect**									
July-Sept 2024	Division quarterly reporting of fees April-June 2024	Paid by Check #49244		10/09/2024	10/18/2024	10/18/2024		10/18/2024	428.00
		Vendor **550 - Division of the State Architect** Totals				Invoices	1		$428.00
Vendor **2081 - Dod Construction LTD**									
5	DOD Construction Viscaya Park	Paid by Check #49245		10/11/2024	10/18/2024	10/18/2024		10/18/2024	288,629.00
		Vendor **2081 - Dod Construction LTD** Totals				Invoices	1		$288,629.00
Vendor **1416 - DPrep Inc**									
BPS20240923-25	PD - Basic Peer Support Course - Keri Babcock	Paid by Check #49133		10/04/2024	10/11/2024	10/11/2024		10/11/2024	449.00
		Vendor **1416 - DPrep Inc** Totals				Invoices	1		$449.00
Vendor **62 - Ed Dena's Auto Center**									
322096	ed denas pd-29	Paid by Check #49134		10/01/2024	10/11/2024	10/11/2024		10/11/2024	44.34
		Vendor **62 - Ed Dena's Auto Center** Totals				Invoices	1		$44.34
Vendor **309 - Elbert Distributing**									
24136300	elbert distributing inventory	Paid by Check #49246		10/07/2024	10/18/2024	10/18/2024		10/18/2024	343.07
		Vendor **309 - Elbert Distributing** Totals				Invoices	1		$343.07
Vendor **867 - Electric Motor Shop**									

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3063958	ELECTRIC MOTOR WWRF	Paid by Check #49135		09/21/2024	10/11/2024	10/11/2024		10/11/2024	2,604.00
		Vendor **867 - Electric Motor Shop** Totals				Invoices	1		$2,604.00
Vendor **1396 - Employ America**									
40S2404-IN	FY24/25-Parks-Restroom/Grounds Maint.-September 2024	Paid by Check #49247		09/30/2024	10/18/2024	10/18/2024	10/08/2024	10/18/2024	3,302.40
		Vendor **1396 - Employ America** Totals				Invoices	1		$3,302.40
Vendor **1506 - Enterprise FM Trust**									
FBN5156458	ENTERPRISE - FLEET LEASE PAYMENT OCTOBER 2024	Paid by Check #49248		10/04/2024	10/18/2024	10/18/2024		10/18/2024	5,629.73
FBN5156514	FY24/25-Parks/L&L-Parks vehicle lease/rental contract/charges	Paid by Check #49136		10/04/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	1,599.92
FBN5156540	PD - 3 Malibus, 7 Durangos, 5 Chargers	Paid by Check #49136		10/04/2024	10/11/2024	10/11/2024		10/11/2024	13,298.89
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices	3		$20,528.54
Vendor **1591 - Environment Control**									
25320-299	environment control city of Dinuba	Paid by Check #49137		10/01/2024	10/11/2024	10/11/2024		10/11/2024	11,452.00
		Vendor **1591 - Environment Control** Totals				Invoices	1		$11,452.00
Vendor **395 - Environmental Concepts**									
224180	environmental concepts NUVO SPEC PL2	Paid by Check #49249		10/01/2024	10/18/2024	10/18/2024		10/18/2024	3,174.98
		Vendor **395 - Environmental Concepts** Totals				Invoices	1		$3,174.98
Vendor **1341 - ESRI, Inc.**									
94808602	esri annual subscription	Paid by Check #49138		09/24/2024	10/11/2024	10/11/2024		10/11/2024	7,000.00
		Vendor **1341 - ESRI, Inc.** Totals				Invoices	1		$7,000.00
Vendor **36 - Ewing Irrigation Products**									
23517939	ewing supplies	Paid by Check #49139		09/26/2024	10/11/2024	10/11/2024		10/11/2024	473.64
23517990	ewing supplies	Paid by Check #49139		09/26/2024	10/11/2024	10/11/2024		10/11/2024	140.98
23560439	FY24/25-Parks-Irrigation supplies/parts-Viscaya	Paid by Check #49139		09/30/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	208.35
23601577	FY24/25-Parks-Irrigation supplies/parts-Inventory	Paid by Check #49139		10/02/2024	10/11/2024	10/11/2024	10/03/2024	10/11/2024	633.06
23601673	FY24/25-Parks-Irrigation supplies/parts-KC Park	Paid by Check #49139		10/02/2024	10/11/2024	10/11/2024	10/03/2024	10/11/2024	20.03
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices	5		$1,476.06
Vendor **18 - The Gas Company**									
1641156700709/24	PW-110 S COLLEGE AVE 7/31/24-8/30/24	Paid by Check #49140		09/04/2024	10/11/2024	10/11/2024		10/11/2024	33.56
168351381879/24	socalgas 180 W Merced St Unit A	Paid by Check #49141		09/04/2024	10/11/2024	10/11/2024		10/11/2024	1.68
1263155600310/24	Parks-DSC-8/30/24-10/2/24	Paid by Check #49250		10/04/2024	10/18/2024	10/18/2024		10/18/2024	17.41
1620156700110/24	Parks-1390 E ELIZABETH WAY 8/30/24-10/2/24	Paid by Check #49251		10/04/2024	10/18/2024	10/18/2024		10/18/2024	39.78
1641156700710/24	PW 110 S COLLEGE AVE 8/30-10/2	Paid by Check #49253		10/04/2024	10/18/2024	10/18/2024		10/18/2024	38.44

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1830985449 10/24	PD - 08/30/2024 - 10/02/2024 Billing Charges	Paid by Check #49254		10/04/2024	10/18/2024	10/18/2024		10/18/2024	27.24
1285520359710/24	PW 1088E KAMM AVE 09/03/24-10/03/24	Paid by Check #49252		10/07/2024	10/18/2024	10/18/2024		10/18/2024	17.66
		Vendor **18 - The Gas Company** Totals				Invoices	7		$175.77
Vendor **2113 - Green Pro Solutions**									
24632	Green Pro Solutions- Lift Station Degreaser	Paid by Check #49255		06/11/2024	10/18/2024	10/18/2024		10/18/2024	2,394.25
		Vendor **2113 - Green Pro Solutions** Totals				Invoices	1		$2,394.25
Vendor **605 - Frank Guerra**									
October 2024	Anthem Reimb 10/01/24-10/31/24	Paid by Check #49142		10/04/2024	10/11/2024	10/11/2024		10/11/2024	305.52
		Vendor **605 - Frank Guerra** Totals				Invoices	1		$305.52
Vendor **174 - Howard's Pest Control**									
126135	HOWARD WWTP	Paid by Check #49256		10/04/2024	10/18/2024	10/18/2024		10/18/2024	55.00
126138	FY24/25-Sportsplex-Pest control services-October 2024	Paid by Check #49143		10/04/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	117.00
126141	Howards Dinuba transit center	Paid by Check #49143		10/04/2024	10/11/2024	10/11/2024		10/11/2024	75.00
126146	howards dinuba public works	Paid by Check #49143		10/04/2024	10/11/2024	10/11/2024		10/11/2024	135.00
126152	FY24/25-Parks-Pest control srvc.-KC Park - October 2024	Paid by Check #49143		10/04/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	75.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	5		$457.00
Vendor **974 - InfoSend, Inc.**									
272070	Utility Billing September 2024	Paid by Check #49144		09/30/2024	10/11/2024	10/11/2024		10/11/2024	5,035.27
272848	Miscellaneous	Paid by Check #49257		10/07/2024	10/18/2024	10/18/2024		10/18/2024	975.05
272851	Miscellaneous	Paid by Check #49257		10/07/2024	10/18/2024	10/18/2024		10/18/2024	1,948.34
		Vendor **974 - InfoSend, Inc.** Totals				Invoices	3		$7,958.66
Vendor **208 - Interwest Consulting Group Inc.**									
447938	interwest plan check and inspection May 1 - May 31 2024	Paid by Check #49258		05/31/2024	10/18/2024	10/18/2024		10/18/2024	302.84
		Vendor **208 - Interwest Consulting Group Inc.** Totals				Invoices	1		$302.84
Vendor **560 - Daniel James**									
Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49145		10/09/2024	10/11/2024	10/11/2024		10/11/2024	277.50
		Vendor **560 - Daniel James** Totals				Invoices	1		$277.50
Vendor **5 - Jorgensen & Co.**									
6150470	FY24/25-Sportsplex-Annual fire ext. service	Paid by Check #49146		09/05/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	255.05
6155630	FY24/25-Dinuba Senior Center - Annual FX Service	Paid by Check #49259		10/02/2024	10/18/2024	10/18/2024	10/11/2024	10/18/2024	255.83
		Vendor **5 - Jorgensen & Co.** Totals				Invoices	2		$510.88
Vendor **218 - Key Evidence Lock and Safe**									
135539	key evidence cyber keys	Paid by Check #49260		10/07/2024	10/18/2024	10/18/2024		10/18/2024	975.46
		Vendor **218 - Key Evidence Lock and Safe** Totals				Invoices	1		$975.46

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Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.**									
250201	8/2024 PHY	Paid by Check #49147		10/09/2024	10/11/2024	10/11/2024		10/11/2024	5,150.24
		Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.** Totals				Invoices	1		$5,150.24
Vendor **1747 - KRC Safety Co Inc**									
65821	KRC HIP WITH 1160I OVERLAY	Paid by Check #49261		10/04/2024	10/18/2024	10/18/2024		10/18/2024	245.26
65858	krc supplies	Paid by Check #49261		10/07/2024	10/18/2024	10/18/2024		10/18/2024	1,177.27
		Vendor **1747 - KRC Safety Co Inc** Totals				Invoices	2		$1,422.53
Vendor **1247 - Linda Launer**									
Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49148		10/07/2024	10/11/2024	10/11/2024		10/11/2024	277.50
		Vendor **1247 - Linda Launer** Totals				Invoices	1		$277.50
Vendor **281 - Law and Associates Investigations**									
24-182	Barbosa, Ambriz, Fernandez, Lugo	Paid by Check #49262		08/19/2024	10/18/2024	10/18/2024		10/18/2024	3,200.00
		Vendor **281 - Law and Associates Investigations** Totals				Invoices	1		$3,200.00
Vendor **449 - Les Schwab Tire Centers of Central California**									
55100348978	LES SCHWAB M-732	Paid by Check #49149		09/27/2024	10/11/2024	10/11/2024		10/11/2024	289.78
55100349447	les schwab pd-47	Paid by Check #49263		10/04/2024	10/18/2024	10/18/2024		10/18/2024	511.34
		Vendor **449 - Les Schwab Tire Centers of Central California** Totals				Invoices	2		$801.12
Vendor **2115 - Lighthouse Health & Wellness, PBC**									
3545	PD - Lighthouse Pro Program - 10/01/2024 - 09/30/2029	Paid by Check #49150		09/16/2024	10/11/2024	10/11/2024		10/11/2024	28,000.00
		Vendor **2115 - Lighthouse Health & Wellness, PBC** Totals				Invoices	1		$28,000.00
Vendor **1587 - MacLeod Watts, Inc.**									
101124Dinub	Actuarial Valuation and OPEB liab and exp for GASB 75	Paid by Check #49264		10/11/2024	10/18/2024	10/18/2024		10/18/2024	8,100.00
		Vendor **1587 - MacLeod Watts, Inc.** Totals				Invoices	1		$8,100.00
Vendor **1943 - Mineral King Publishing, Inc**									
714935	Mineral King Public Notice-MVT	Paid by Check #49151		09/30/2024	10/11/2024	10/11/2024		10/11/2024	360.00
		Vendor **1943 - Mineral King Publishing, Inc** Totals				Invoices	1		$360.00
Vendor **1931 - MissionSquare Plan Services**									
2025-00000127	30 - 457 - Employee MissionSquare $*	Paid by EFT #3158		10/10/2024	10/10/2024	10/10/2024		10/10/2024	3,035.11
		Vendor **1931 - MissionSquare Plan Services** Totals				Invoices	1		$3,035.11
Vendor **22 - Moore Twining Associates Inc.**									
4145534	moore industrial	Paid by Check #49265		09/24/2024	10/18/2024	10/18/2024		10/18/2024	88.00
4145600	moore industrial	Paid by Check #49152		09/25/2024	10/11/2024	10/11/2024		10/11/2024	88.00
4145849	moore industrial	Paid by Check #49265		10/01/2024	10/18/2024	10/18/2024		10/18/2024	88.00
4145850	moore in-house	Paid by Check #49265		10/01/2024	10/18/2024	10/18/2024		10/18/2024	179.00
4145912	moore industrial	Paid by Check #49265		10/02/2024	10/18/2024	10/18/2024		10/18/2024	88.00
4146128	moore in-house	Paid by Check #49265		10/08/2024	10/18/2024	10/18/2024		10/18/2024	94.00
4146193	moore biosolids	Paid by Check #49265		10/09/2024	10/18/2024	10/18/2024		10/18/2024	455.00
4146194	moore industrial	Paid by Check #49265		10/09/2024	10/18/2024	10/18/2024		10/18/2024	88.00

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		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices	8		$1,168.00
Vendor **1570 - Mountain Valley Environmental Services, Inc.**									
5611	MOUNTAIN VALLEY NOVEMBER 2024-COD-CHEIF PLANT OPERATOR	Paid by Check #49266		10/01/2024	10/18/2024	10/18/2024		10/18/2024	4,871.70
		Vendor **1570 - Mountain Valley Environmental Services, Inc.** Totals				Invoices	1		$4,871.70
Vendor **884 - Napa Auto Parts**									
101766	Vehicles	Paid by Check #49153		09/03/2024	10/11/2024	10/11/2024		10/11/2024	101.00
101776	Vehicles	Paid by Check #49153		09/03/2024	10/11/2024	10/11/2024		10/11/2024	227.28
101806	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	43.66
101811	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	106.59
101837	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	103.05
101841	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	78.08
101853	Vehicles	Paid by Check #49153		09/04/2024	10/11/2024	10/11/2024		10/11/2024	112.62
102063	Vehicles	Paid by Check #49153		09/09/2024	10/11/2024	10/11/2024		10/11/2024	242.07
102075	Vehicles	Paid by Check #49153		09/09/2024	10/11/2024	10/11/2024		10/11/2024	31.24
102126	Vehicles	Paid by Check #49153		09/10/2024	10/11/2024	10/11/2024		10/11/2024	727.73
102131	Vehicles	Paid by Check #49153		09/10/2024	10/11/2024	10/11/2024		10/11/2024	496.54
102155	Vehicles	Paid by Check #49153		09/10/2024	10/11/2024	10/11/2024		10/11/2024	12.68
102222	Vehicles	Paid by Check #49153		09/11/2024	10/11/2024	10/11/2024		10/11/2024	(101.00)
102224	Vehicles	Paid by Check #49153		09/11/2024	10/11/2024	10/11/2024		10/11/2024	(35.81)
102344	Vehicles	Paid by Check #49153		09/12/2024	10/11/2024	10/11/2024		10/11/2024	48.81
102601	Vehicles	Paid by Check #49153		09/16/2024	10/11/2024	10/11/2024		10/11/2024	324.61
102640	Vehicles	Paid by Check #49153		09/17/2024	10/11/2024	10/11/2024		10/11/2024	24.78
102674	Vehicles	Paid by Check #49153		09/17/2024	10/11/2024	10/11/2024		10/11/2024	(156.24)
102784	Vehicles	Paid by Check #49153		09/18/2024	10/11/2024	10/11/2024		10/11/2024	197.52
102785	Vehicles	Paid by Check #49153		09/18/2024	10/11/2024	10/11/2024		10/11/2024	256.05
102818	Vehicles	Paid by Check #49153		09/19/2024	10/11/2024	10/11/2024		10/11/2024	21.44
102821	Vehicles	Paid by Check #49153		09/19/2024	10/11/2024	10/11/2024		10/11/2024	(147.34)
103017	Vehicles	Paid by Check #49153		09/23/2024	10/11/2024	10/11/2024		10/11/2024	48.07
103046	Vehicles	Paid by Check #49153		09/24/2024	10/11/2024	10/11/2024		10/11/2024	5.88
103082	Vehicles	Paid by Check #49153		09/24/2024	10/11/2024	10/11/2024		10/11/2024	112.75
103145	Vehicles	Paid by Check #49153		09/25/2024	10/11/2024	10/11/2024		10/11/2024	86.43
103174	Vehicles	Paid by Check #49153		09/25/2024	10/11/2024	10/11/2024		10/11/2024	140.94
103177	Vehicles	Paid by Check #49153		09/25/2024	10/11/2024	10/11/2024		10/11/2024	17.14
		Vendor **884 - Napa Auto Parts** Totals				Invoices	28		$3,126.57
Vendor **1767 - Rachel Nerio-Guerrero**									
Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49154		10/07/2024	10/11/2024	10/11/2024		10/11/2024	277.50
		Vendor **1767 - Rachel Nerio-Guerrero** Totals				Invoices	1		$277.50
Vendor **392 - O'Reilly Auto Parts**									
3641.217311	Vehicles	Paid by Check #49155		08/29/2024	10/11/2024	10/11/2024		10/11/2024	252.91



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3641.217325	Vehicles	Paid by Check #49155		08/29/2024	10/11/2024	10/11/2024		10/11/2024	(252.91)
3641.218246	Vehicles	Paid by Check #49155		09/03/2024	10/11/2024	10/11/2024		10/11/2024	34.42
3641.218263	Vehicles	Paid by Check #49155		09/03/2024	10/11/2024	10/11/2024		10/11/2024	32.63
3641.218468	Vehicles	Paid by Check #49155		09/04/2024	10/11/2024	10/11/2024		10/11/2024	100.55
3641.218671	Vehicles	Paid by Check #49155		09/05/2024	10/11/2024	10/11/2024		10/11/2024	127.35
3641.219607	Vehicles	Paid by Check #49155		09/10/2024	10/11/2024	10/11/2024		10/11/2024	75.84
3641.219825	Vehicles	Paid by Check #49155		09/11/2024	10/11/2024	10/11/2024		10/11/2024	(57.60)
3641.219850	Vehicles	Paid by Check #49155		09/11/2024	10/11/2024	10/11/2024		10/11/2024	34.42
3641.220011	Vehicles	Paid by Check #49155		09/12/2024	10/11/2024	10/11/2024		10/11/2024	64.67
3641.220233	Vehicles	Paid by Check #49155		09/13/2024	10/11/2024	10/11/2024		10/11/2024	34.48
3641.220738	Vehicles	Paid by Check #49155		09/16/2024	10/11/2024	10/11/2024		10/11/2024	64.67
3641.220931	Vehicles	Paid by Check #49155		09/17/2024	10/11/2024	10/11/2024		10/11/2024	137.36
3641.220963	Vehicles	Paid by Check #49155		09/17/2024	10/11/2024	10/11/2024		10/11/2024	137.36
3641.221139	Vehicles	Paid by Check #49155		09/18/2024	10/11/2024	10/11/2024		10/11/2024	137.36
3641.221272	Vehicles	Paid by Check #49155		09/19/2024	10/11/2024	10/11/2024		10/11/2024	178.52
3641.221316	Vehicles	Paid by Check #49155		09/19/2024	10/11/2024	10/11/2024		10/11/2024	557.82
3641.221379	Vehicles	Paid by Check #49155		09/19/2024	10/11/2024	10/11/2024		10/11/2024	948.52
3641.222183	Vehicles	Paid by Check #49155		09/23/2024	10/11/2024	10/11/2024		10/11/2024	52.62
3641.222211	Vehicles	Paid by Check #49155		09/23/2024	10/11/2024	10/11/2024		10/11/2024	189.45
3641.222288	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	162.82
3641.222294	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	100.55
3641.222373	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	8.29
3641.222388	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	8.29
3641.222391	Vehicles	Paid by Check #49155		09/24/2024	10/11/2024	10/11/2024		10/11/2024	(8.29)
3641.222510	Vehicles	Paid by Check #49155		09/25/2024	10/11/2024	10/11/2024		10/11/2024	162.09
3641.222518	Vehicles	Paid by Check #49155		09/25/2024	10/11/2024	10/11/2024		10/11/2024	100.55
3641.222727	Vehicles	Paid by Check #49155		09/26/2024	10/11/2024	10/11/2024		10/11/2024	100.55
		Vendor **392 - O'Reilly Auto Parts** Totals				Invoices	28		$3,485.29
Vendor **142 - Office Depot BSD**									
387841167001	PD - Supplies	Paid by Check #49267		09/23/2024	10/18/2024	10/18/2024		10/18/2024	421.10
387647523001	PD - Supplies - Petty Cash Booklet	Paid by Check #49267		09/30/2024	10/18/2024	10/18/2024		10/18/2024	20.29
387647582001	PD - Supplies	Paid by Check #49267		09/30/2024	10/18/2024	10/18/2024		10/18/2024	105.75
387169864001	PD - Supplies	Paid by Check #49267		10/02/2024	10/18/2024	10/18/2024		10/18/2024	65.35
387171756001	PD - Supplies	Paid by Check #49267		10/02/2024	10/18/2024	10/18/2024		10/18/2024	17.89
		Vendor **142 - Office Depot BSD** Totals				Invoices	5		$630.38
Vendor **76 - Pacific Gas & Electric**									
6744215678107/24	PW-6675 AVE 412 6/17/24-7/16/24	Paid by Check #49275		07/19/2024	10/18/2024	10/18/2024		10/18/2024	6,167.84
2257627333209/24	Parks- 425 S Alta Ave 08/02/24-09/02/2024	Paid by Check #49190		09/03/2024	10/11/2024	10/11/2024		10/11/2024	12.82
4323390246909/24	Parks L&L-Citrus Heights 8/15/24-09/13/24	Paid by Check #49192		09/13/2024	10/11/2024	10/11/2024		10/11/2024	78.94



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8543598174209/24	Parks L&L-72 & Nutcracker Ave 8/15/24-9/13/24	Paid by Check #49196		09/13/2024	10/11/2024	10/11/2024		10/11/2024	256.88
9018373735309/24	Parks L&L-Dunmore Homes 8/15/24-9/13/24	Paid by Check #49197		09/13/2024	10/11/2024	10/11/2024		10/11/2024	1,162.97
9196176758809/24	Parks L&L-Sierra Way & Buena Vista 8/15/24-9/13/24	Paid by Check #49198		09/13/2024	10/11/2024	10/11/2024		10/11/2024	118.44
5022214690909/24	Parks L&L-Parkside Village P1 8/21/24-09/19/24	Paid by Check #49193		09/19/2024	10/11/2024	10/11/2024		10/11/2024	263.37
2656920215809/24	Parks L&L-El Monte & Lillie 08/22/24-09/22/24	Paid by Check #49191		09/23/2024	10/11/2024	10/11/2024		10/11/2024	9.35
5192489513209/24	Parks L&L-502 RD 72 timer 8/22/24-9/22/2024	Paid by Check #49194		09/23/2024	10/11/2024	10/11/2024		10/11/2024	11.93
7771308180809/24	Parks L&L-200 S RD 72 08/22/24-09/22/2024	Paid by Check #49195		09/23/2024	10/11/2024	10/11/2024		10/11/2024	4.65
0375636985009/24	PW-N/E RD 76 & AVE 416 8/23/24-9/23/24	Paid by Check #49160		09/24/2024	10/11/2024	10/11/2024		10/11/2024	126.54
2459524157109/24	PARKS L&L- NORTHRIDGE W/EATON 8/23/24-9/23/24	Paid by Check #49179		09/24/2024	10/11/2024	10/11/2024		10/11/2024	16.58
5438816975409/24	PARKS L&L-NEWTON & NORTHRIDGE 8/23/24-9/23/24	Paid by Check #49183		09/24/2024	10/11/2024	10/11/2024		10/11/2024	617.84
9146744205809/24	PARKS L&L-DAVIS E/ALTA AVE 08/23/24-9/23/24	Paid by Check #49189		09/24/2024	10/11/2024	10/11/2024		10/11/2024	19.40
0418167531709/24	PW-RD 72 & W SIERRA WY 8/26/24-9/24/24	Paid by Check #49161		09/25/2024	10/11/2024	10/11/2024		10/11/2024	922.71
0584832101309/24	PW-NE CRAWFORD & GERALD 8/26/24-9/24/24	Paid by Check #49162		09/25/2024	10/11/2024	10/11/2024		10/11/2024	196.28
0766265341409/24	Parks L&L-1300 ROSEMARY AVE 08/26/24-09/24/24	Paid by Check #49176		09/25/2024	10/11/2024	10/11/2024		10/11/2024	159.62
1349551825309/24	PARKS L&L-1300 SAGINAW AVE08/26/24-09/24/24	Paid by Check #49177		09/25/2024	10/11/2024	10/11/2024		10/11/2024	10.22
1594680195609/24	PARKS-855 E EL MONE WAY 8/26/24-09/24/24	Paid by Check #49178		09/25/2024	10/11/2024	10/11/2024		10/11/2024	243.54
3120184832709/24	PW-7387 W SIERRA AVE 08/22/24-09/22/24	Paid by Check #49163		09/25/2024	10/11/2024	10/11/2024		10/11/2024	736.95
3230483783709/24	PW-S/E COR HAYES & GERALD 8/26/24-9/24/24	Paid by Check #49164		09/25/2024	10/11/2024	10/11/2024		10/11/2024	9.85
3600674390409/24	PARKS L&L-698 N LINCOLN AVE 8/26/24-9/24/24	Paid by Check #49180		09/25/2024	10/11/2024	10/11/2024		10/11/2024	15.72
4592247189609/24	PW-111 N HAYES AVE	Paid by Check #49165		09/25/2024	10/11/2024	10/11/2024		10/11/2024	33.86
4689942560009/24	PARKS L&L-1101 VISCAYA PKWY 8/26/24-9/24/24	Paid by Check #49181		09/25/2024	10/11/2024	10/11/2024		10/11/2024	17.20
4979039280409/24	DSC-8/26/24-9/24/24	Paid by Check #49182		09/25/2024	10/11/2024	10/11/2024		10/11/2024	1,853.11
5564264294009/24	PARKS L&L-VISCAYA PKWY 08/26/24-09/24/2024	Paid by Check #49184		09/25/2024	10/11/2024	10/11/2024		10/11/2024	219.02

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6220088828709/24	PARKS-EL MONTE & MCKINLEY 08/26/24-09/24/24	Paid by Check #49185		09/25/2024	10/11/2024	10/11/2024		10/11/2024	24.64
6782667017509/24	PARKS L&L- ALICE & W NORTH WAY 8/26/24-09/24/24	Paid by Check #49186		09/25/2024	10/11/2024	10/11/2024		10/11/2024	144.92
7905465742809/24	PARKS L&L 1150 E NEBRASKA AVE 8/26/24-9/24/24	Paid by Check #49187		09/25/2024	10/11/2024	10/11/2024		10/11/2024	4.59
8116588543509/24	PARKS L&L-1920 E LAUREN AVE	Paid by Check #49188		09/25/2024	10/11/2024	10/11/2024		10/11/2024	72.00
8218800681909/24	PW-2099 W SIERRA WY B 8/22/24-9/22-24	Paid by Check #49172		09/25/2024	10/11/2024	10/11/2024		10/11/2024	8,674.98
8376497226709/24	PW-S/E COR NEWTON & DAVIS 8/26/24-9/24/24	Paid by Check #49173		09/25/2024	10/11/2024	10/11/2024		10/11/2024	41.10
8968787345809/24	PW-651 W SAGINAW AVE 8/26/24-9/24/24	Paid by Check #49174		09/25/2024	10/11/2024	10/11/2024		10/11/2024	286.56
9492174922509/24	PW-1315 N EUCLID AVE 8/26/24-9/24/24	Paid by Check #49175		09/25/2024	10/11/2024	10/11/2024		10/11/2024	9.85
4751971656809/24	PW- HAYES & EDWARDS	Paid by Check #49167		09/26/2024	10/11/2024	10/11/2024		10/11/2024	52.72
4772157652909/24	PW- ALTA & EL MONTE 8/27/24-9/25/24	Paid by Check #49166		09/26/2024	10/11/2024	10/11/2024		10/11/2024	205.62
4939694448709/24	PW- 110 S COLLEGE AVE 8/27/24-09/25/24	Paid by Check #49168		09/26/2024	10/11/2024	10/11/2024		10/11/2024	10.96
5355488862709/24	PW-912 N ALTA AVE @ SAGINAW&ALTA 8/27/24-9/25/24	Paid by Check #49169		09/26/2024	10/11/2024	10/11/2024		10/11/2024	84.30
5657667089909/24	PW- NW COR ALICE & W EL MONTE WAY 8/27/24-9/25/24	Paid by Check #49170		09/26/2024	10/11/2024	10/11/2024		10/11/2024	115.92
6657667025209/24	PW- NW COR ALTA & RD 80 8/27/24-9/25/24	Paid by Check #49171		09/26/2024	10/11/2024	10/11/2024		10/11/2024	85.34
8647150103009/24	PW-ON E EL MONTE WAY & PERRY 8/27/24-9/25/24	Paid by Check #49278		09/26/2024	10/18/2024	10/18/2024		10/18/2024	81.87
0021138281709/24	765 W NEBRASKA AVE 8/28/24-9/26/24	Paid by Check #49157		09/27/2024	10/11/2024	10/12/2024		10/11/2024	14.37
1686600158509/24	PW-2255 W EL MONTE WAY 8/28/24-0/26/24	Paid by Check #49271		09/27/2024	10/18/2024	10/18/2024		10/18/2024	88.50
2125236871309/24	PW-1215 W EL MONTE WAY 8/28/24-9/26/24	Paid by Check #49272		09/27/2024	10/18/2024	10/18/2024		10/18/2024	39.54
3354641796609/24	PW-KAMM & O ST 8/28/24-9/26/24	Paid by Check #49273		09/27/2024	10/18/2024	10/18/2024		10/18/2024	138.30
5064695483909/24	PW-CRAWFORD & EL MONTE SW 8/28/24-9/26/24	Paid by Check #49274		09/27/2024	10/18/2024	10/18/2024		10/18/2024	135.78
7022723403909/24	1480 W EL MONTE WAY 8/28/24-9/26/24	Paid by Check #49159		09/27/2024	10/11/2024	10/12/2024		10/11/2024	858.32
8397932225809/24	PW-3481 W EL MONTE WAY 8/28/24-9/26/24	Paid by Check #49277		09/27/2024	10/18/2024	10/18/2024		10/18/2024	32.36
8981923387809/24	PW-150 W SAGINAW AVE 8/28/24-9/26/24	Paid by Check #49279		09/27/2024	10/18/2024	10/18/2024		10/18/2024	72.15
9001498229309/24	405 E EL MONTE WAY 8/27/24-9/25/24	Paid by Check #49156		09/27/2024	10/11/2024	10/12/2024		10/11/2024	2,456.14



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9237058126309/24	PW-2813 W EL MONTE WAY 8/28/24-09/26/24	Paid by Check #49280		09/27/2024	10/18/2024	10/18/2024		10/18/2024	39.87
9825087728309/24	595 W NEBRASKA AVA 8/28/24-9/26/24	Paid by Check #49158		09/27/2024	10/11/2024	10/12/2024		10/11/2024	72.52
0571296382509/24	PW-2999 W EL MONTE WAY 8/29/24-9/27/24	Paid by Check #49269		09/29/2024	10/18/2024	10/18/2024		10/18/2024	149.23
1416294094509/24	PW-389 W EL MONTE WAY 8/29/24-9/27/24	Paid by Check #49270		09/29/2024	10/18/2024	10/18/2024		10/18/2024	88.18
5751498437609/24	Parks-139 N K ST-8/28/24-9/26/24	Paid by Check #49268		09/30/2024	10/18/2024	10/18/2024		10/18/2024	43.34
7149346409409/24	PW-EUCLID S/LINDARA WELL #18 8/28/24-09/26/24	Paid by Check #49276		09/30/2024	10/18/2024	10/18/2024		10/18/2024	2,520.87
5683054506 10/24	PD - 09/06/2024 - 10/06/2024 Billing Charges	Paid by Check #49281		10/08/2024	10/18/2024	10/18/2024		10/18/2024	9,291.83
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	57		$39,222.30
Vendor **1601 - PacWest Direct**									
410105025	Firemed Mailing 2025	Paid by Check #49282		09/06/2024	10/18/2024	10/18/2024		10/18/2024	11,711.05
		Vendor **1601 - PacWest Direct** Totals				Invoices	1		$11,711.05
Vendor **982 - Luis Patlan**									
Long Beach 10/24	League of California Cities Annual Conferance	Paid by Check #49199		10/09/2024	10/11/2024	10/11/2024		10/11/2024	277.50
		Vendor **982 - Luis Patlan** Totals				Invoices	1		$277.50
Vendor **7 - Pena's Disposal Services**									
844176	penas solid mixed waste	Paid by Check #49200		10/01/2024	10/11/2024	10/11/2024		10/11/2024	244.90
10/24 for 9/24	September 2024 Monthly Disposal Charges	Paid by Check #49283		10/15/2024	10/18/2024	10/18/2024		10/18/2024	155,848.58
November 2024	Disposal Contract Payment for November 2024	Paid by Check #49283		10/15/2024	10/18/2024	10/18/2024		10/18/2024	60,000.00
		Vendor **7 - Pena's Disposal Services** Totals				Invoices	3		$216,093.48
Vendor **1699 - Thomas Perea**									
Company Off 2A	Educational Reimbursement	Paid by Check #49201		09/25/2024	10/11/2024	10/11/2024		10/11/2024	232.00
		Vendor **1699 - Thomas Perea** Totals				Invoices	1		$232.00
Vendor **466 - Precision Automotive**									
13506	#1455713 - 2016 Ram	Paid by Check #49284		10/09/2024	10/18/2024	10/18/2024		10/18/2024	70.00
13507	#1423113 2014 Chevrolet	Paid by Check #49284		10/09/2024	10/18/2024	10/18/2024		10/18/2024	147.50
13508	#1389963 - 2012 Ford	Paid by Check #49284		10/09/2024	10/18/2024	10/18/2024		10/18/2024	70.00
13509	#1217347 - 2006 Chevrolet	Paid by Check #49284		10/09/2024	10/18/2024	10/18/2024		10/18/2024	70.00
		Vendor **466 - Precision Automotive** Totals				Invoices	4		$357.50
Vendor **124 - Reedley Veterinary Hospital**									
158	PD - Vet Fees / August & September 2024 Disposal Fees	Paid by Check #49202		10/01/2024	10/11/2024	10/11/2024		10/11/2024	1,600.00
		Vendor **124 - Reedley Veterinary Hospital** Totals				Invoices	1		$1,600.00
Vendor **817 - Maribel Reynosa**									

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Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49203		10/07/2024	10/11/2024	10/11/2024		10/11/2024	277.50
			Vendor **817 - Maribel Reynosa** Totals			Invoices	1		$277.50
Vendor **1526 - Robert Soria Trucking**									
15641	Robert Soria old yard	Paid by Check #49204		10/04/2024	10/11/2024	10/11/2024		10/11/2024	288.00
			Vendor **1526 - Robert Soria Trucking** Totals			Invoices	1		$288.00
Vendor **2119 - Robinson & Kellar**									
10072024	PD - Subpoena Service Reimbursement - VCU301524	Paid by Check #49285		10/07/2024	10/18/2024	10/18/2024		10/18/2024	275.00
			Vendor **2119 - Robinson & Kellar** Totals			Invoices	1		$275.00
Vendor **657 - Elio Saldivar**									
092409272024	PD - Perishable Skill Training / Lunch Reimbursement	Paid by Check #49205		10/07/2024	10/11/2024	10/11/2024		10/11/2024	67.46
			Vendor **657 - Elio Saldivar** Totals			Invoices	1		$67.46
Vendor **2004 - SCA of CA, LLC**									
2024-009061	sca of ca air street sweeping for the month of Sept	Paid by Check #49206		09/01/2024	10/11/2024	10/11/2024		10/11/2024	15,646.13
			Vendor **2004 - SCA of CA, LLC** Totals			Invoices	1		$15,646.13
Vendor **1886 - Schlegel, Timothy**									
Reimbursement5	Instructor/Medic	Paid by Check #49207		10/07/2024	10/11/2024	10/11/2024		10/11/2024	130.40
			Vendor **1886 - Schlegel, Timothy** Totals			Invoices	1		$130.40
Vendor **42 - Scout Specialties**									
179711	FY24/25-Parks-Event prep supplies - Raisin Day Event	Paid by Check #49208		09/24/2024	10/11/2024	10/11/2024	10/01/2024	10/11/2024	188.46
179715	FY24/25-Sports-Repair&Maint Supp.- KC Park soccer prep	Paid by Check #49286		09/24/2024	10/18/2024	10/18/2024	10/08/2024	10/18/2024	158.71
			Vendor **42 - Scout Specialties** Totals			Invoices	2		$347.17
Vendor **61 - Silvas Oil Company Inc.**									
194292CT	September 2024	Paid by Check #49209		09/30/2024	10/11/2024	10/11/2024		10/11/2024	184.88
			Vendor **61 - Silvas Oil Company Inc.** Totals			Invoices	1		$184.88
Vendor **361 - SJVAPCD**									
S178297	sjvapcd 1088 E Kamm Ave	Paid by Check #49210		10/03/2024	10/11/2024	10/11/2024		10/11/2024	723.00
S178310	sjvapcd 2007 N Crawford Way	Paid by Check #49210		10/03/2024	10/11/2024	10/11/2024		10/11/2024	290.00
			Vendor **361 - SJVAPCD** Totals			Invoices	2		$1,013.00
Vendor **1337 - Soapman of Kern County PBE Inc.**									
68735	PD - Car Wash Soap	Paid by Check #49211		10/01/2024	10/11/2024	10/11/2024		10/11/2024	193.96
			Vendor **1337 - Soapman of Kern County PBE Inc.** Totals			Invoices	1		$193.96
Vendor **431 - Sparkletts**									
9406519 100124	FY24/25-PCS-Multiple divisions-Water bottle service/rental	Paid by Check #49212		10/01/2024	10/11/2024	10/11/2024	10/03/2024	10/11/2024	249.21
5080520 101024	PD - Water Cooler	Paid by Check #49287		10/10/2024	10/18/2024	10/18/2024		10/18/2024	178.26
			Vendor **431 - Sparkletts** Totals			Invoices	2		$427.47
Vendor **214 - Stericycle, Inc.**									

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
8008374123	October 2024	Paid by Check #49213		09/18/2024	10/11/2024	10/11/2024		10/11/2024	156.34
			Vendor **214 - Stericycle, Inc.** Totals			Invoices	1		$156.34
Vendor **1442 - Superior Pool Products, LLC**									
Q2028136	superior pool products credit	Paid by Check #49288		08/08/2024	10/18/2024	10/18/2024		10/18/2024	(75.00)
Q2029105	Superior pool products	Paid by Check #49288		10/09/2024	10/18/2024	10/18/2024		10/18/2024	396.74
Q2029127	superior pool products credit	Paid by Check #49288		10/10/2024	10/18/2024	10/18/2024		10/18/2024	(75.00)
			Vendor **1442 - Superior Pool Products, LLC** Totals			Invoices	3		$246.74
Vendor **1447 - Monte Sylvester**									
Septemeber 2024	Anthem Reimb 9/01/2024-9/30/2024	Paid by Check #49214		10/08/2024	10/11/2024	10/11/2024		10/11/2024	399.90
			Vendor **1447 - Monte Sylvester** Totals			Invoices	1		$399.90
Vendor **2066 - Terminix Commercial**									
452192519	FY24/25-Comm. Srvcs.- Pest control services-Sept.2024-Rec	Paid by Check #49289		09/16/2024	10/18/2024	10/18/2024	10/09/2024	10/18/2024	91.00
451930760	PD - Pest Control Service	Paid by Check #49289		09/24/2024	10/18/2024	10/18/2024		10/18/2024	74.00
			Vendor **2066 - Terminix Commercial** Totals			Invoices	2		$165.00
Vendor **818 - Kuldip Thusu**									
Long Beach 10/24	League of California Cities Annual Conference	Paid by Check #49215		10/07/2024	10/11/2024	10/11/2024		10/11/2024	277.50
			Vendor **818 - Kuldip Thusu** Totals			Invoices	1		$277.50
Vendor **426 - Tioga Solar Dinuba LLC**									
1060396630	tioga solar production 9/1/24 - 9/30/24	Paid by Check #49290		09/30/2024	10/18/2024	10/18/2024		10/18/2024	23,558.84
			Vendor **426 - Tioga Solar Dinuba LLC** Totals			Invoices	1		$23,558.84
Vendor **717 - TMI Research Services**									
CITYOD 24-9-30	Miscellaneous	Paid by Check #49216		09/30/2024	10/11/2024	10/11/2024		10/11/2024	210.00
			Vendor **717 - TMI Research Services** Totals			Invoices	1		$210.00
Vendor **1953 - Ed Todd**									
Septemeber 2024	Anthem Reimb 9/01/2024-9/30/2024	Paid by Check #49217		10/01/2024	10/11/2024	10/11/2024		10/11/2024	1,042.94
			Vendor **1953 - Ed Todd** Totals			Invoices	1		$1,042.94
Vendor **311 - Top Dog Training Center**									
1883	PD - K9 Maintenance Training / Enzo & Zeus	Paid by Check #49218		10/02/2024	10/11/2024	10/11/2024		10/11/2024	180.00
			Vendor **311 - Top Dog Training Center** Totals			Invoices	1		$180.00
Vendor **329 - Townsend Public Affairs**									
22277	Consulting October 2024	Paid by Check #49291		10/01/2024	10/18/2024	10/18/2024		10/18/2024	6,000.00
			Vendor **329 - Townsend Public Affairs** Totals			Invoices	1		$6,000.00
Vendor **2117 - TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.**									
210720-202409-1	PD - Monthly Service / Account ID 210720	Paid by Check #49219		10/01/2024	10/11/2024	10/11/2024		10/11/2024	83.60
			Vendor **2117 - TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.** Totals			Invoices	1		$83.60
Vendor **561 - America Trevino**									



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October 2024	Anthem Reimb 10/01/24-10/31/24	Paid by Check #49292		10/09/2024	10/18/2024	10/18/2024		10/18/2024	296.80
			Vendor **561 - America Trevino** Totals			Invoices	1		$296.80
Vendor **49 - Tulare County**									
25-029	PD - 5 APX Radios Repairs	Paid by Check #49293		10/07/2024	10/18/2024	10/18/2024		10/18/2024	105.00
Sewer1052	Water and Sewer connection at 1052 N Crawford	Paid by Check #49294		10/08/2024	10/18/2024	10/18/2024		10/18/2024	121.00
			Vendor **49 - Tulare County** Totals			Invoices	2		$226.00
Vendor **307 - Tulare County Consolidated Ambulance Dispatch, Inc**									
24-10-07	September 2024	Paid by Check #49220		10/07/2024	10/11/2024	10/11/2024		10/11/2024	7,174.85
			Vendor **307 - Tulare County Consolidated Ambulance Dispatch, Inc** Totals			Invoices	1		$7,174.85
Vendor **296 - Tulare Kings Veterinary Emergency**									
226794	PD - Vet Fees	Paid by Check #49295		09/15/2024	10/18/2024	10/18/2024		10/18/2024	147.12
			Vendor **296 - Tulare Kings Veterinary Emergency** Totals			Invoices	1		$147.12
Vendor **192 - UNUM Life Insurance Company of America**									
10/1/24-10/31/24	0537123-001	Paid by Check #49221		10/01/2024	10/11/2024	10/11/2024		10/11/2024	11,029.85
			Vendor **192 - UNUM Life Insurance Company of America** Totals			Invoices	1		$11,029.85
Vendor **154 - USA Bluebook**									
INV00502682	USA BLUEBOOK	Paid by Check #49296		10/03/2024	10/18/2024	10/18/2024		10/18/2024	562.86
INV00510737	USA BLUEBOOK	Paid by Check #49296		10/11/2024	10/18/2024	10/18/2024		10/18/2024	1,464.58
			Vendor **154 - USA Bluebook** Totals			Invoices	2		$2,027.44
Vendor **359 - Valero Marketing & Supply Company**									
100156077	PD - 09/07/2024 - 10/06/2024 Fuel Charges	Paid by EFT #3159		10/06/2024	10/18/2024	10/18/2024		10/18/2024	11,016.87
			Vendor **359 - Valero Marketing & Supply Company** Totals			Invoices	1		$11,016.87
Vendor **101 - Valley Soil & Forest Products**									
50170	valley soil fill sand	Paid by Check #49222		09/26/2024	10/11/2024	10/11/2024		10/11/2024	672.70
50235	FY24/25-Parks-Soil replacement-Repair/Maint-Entertainment Plaza	Paid by Check #49222		10/07/2024	10/11/2024	10/11/2024	10/07/2024	10/11/2024	314.26
			Vendor **101 - Valley Soil & Forest Products** Totals			Invoices	2		$986.96
Vendor **21 - Vestis Services LLC**									
5031451579	FY24/25-Parks-uniform allowance/safety supplies-Wk. of 8/22/24	Paid by Check #49297		08/21/2024	10/18/2024	10/18/2024	10/14/2024	10/18/2024	95.09
5031467974	FY24/25-Parks-uniform allowance/safety supplies-Wk. of 9/25/24	Paid by Check #49297		09/25/2024	10/18/2024	10/18/2024	10/14/2024	10/18/2024	97.61
5031470578	FY24/25-Parks-Uniform/Safety-Parks staff-Wk. of 10/2/24	Paid by Check #49223		10/02/2024	10/11/2024	10/11/2024	10/03/2024	10/11/2024	100.22
5031473726	FY24/25-Parks-uniform allowance/safety supplies-Wk. of 10/9/24	Paid by Check #49297		10/09/2024	10/18/2024	10/18/2024	10/10/2024	10/18/2024	102.52
			Vendor **21 - Vestis Services LLC** Totals			Invoices	4		$395.44
Vendor **403 - Visalia Times-Delta**									

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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
TD0054706 10/24	PD - October 2024 Service	Paid by Check #49298		10/01/2024	10/18/2024	10/18/2024		10/18/2024	45.82
			Vendor **403 - Visalia Times-Delta** Totals			Invoices	1		$45.82
Vendor **2062 - W & E Electric**									
2410019	w & e Dinuba waste water	Paid by Check #49224		10/04/2024	10/11/2024	10/11/2024		10/11/2024	150.00
2410039	W & E Electric- Rd80&Kamm troubleshoot & replace motor	Paid by Check #49299		10/11/2024	10/18/2024	10/18/2024		10/18/2024	587.66
			Vendor **2062 - W & E Electric** Totals			Invoices	2		$737.66
Vendor **2072 - Wells Fargo Vendor Financial Services LLC**									
5031511751	Oct/Nov 2024	Paid by Check #49225		09/26/2024	10/11/2024	10/11/2024		10/11/2024	115.01
			Vendor **2072 - Wells Fargo Vendor Financial Services LLC** Totals			Invoices	1		$115.01
Vendor **1313 - Yepez Plumbing**									
10088	Repairs	Paid by Check #49226		09/03/2024	10/11/2024	10/11/2024		10/11/2024	360.18
			Vendor **1313 - Yepez Plumbing** Totals			Invoices	1		$360.18
			Grand Totals			Invoices	487		$2,874,372.15

City Council Staff Report

Department: Planning and Development | October 22, 2024

To: Mayor and City Council

From: Karl Schoettler, City Planning Consultant

Subject: Continued Public Hearing on Communitywide Zone Changes (KSch)

RECOMMENDATION

1. Adopt Resolution No. 2024-67 (Attachment “A”) amending the General Plan Land Use Map for Case #20 from "Public-Semi-Public" to "Professional Office."

2. Introduce and conduct the first reading, waive reading in full, of Ordinance No. 2024-04 (Attachment “B”) amending the City of Dinuba Zoning Map as shown in Exhibit “A” and listed in Exhibit “B”.

EXECUTIVE SUMMARY

Continued public hearing to consider Application 2024-10 (proposed zone changes on over 125 parcels at multiple locations throughout the community, to comply with the 2023 Dinuba General Plan update). The action also involves a General Plan amendment for a single parcel.

Today's action focuses on five zone change cases where Council directed further analysis.

OUTSTANDING ISSUES

None.

DISCUSSION

At the City Council hearing on September 10, 2024 the Council considered a series of 20 zone change cases on over 125 parcels thoughout the City, to bring zoning into compliance with the recently-updated Dinuba General Plan.

There were five cases where members of the Council disagreed with the General

Plan designations and directed the matter back to staff for further analysis. State law requires that when the Council takes a direction that varies from the recommendation of the Planning Commission, that the matter must then be referred back to the Planning Commission for consideration.

On October 1, 2024, the Planning Commission considered the information from the City Council's September 10, 2024 Public Hearing on the five zone change cases. The following summarizes these cases and the Planning Commission's recommendations back to the City Council.

Case #5 (two parcels on the south side of E. El Monte at Palm Ave. (see Attachment "C").

This case consists of two lots that carry two zoning designations. The frontage of the lots (along El Monte) is zoned "PO" (Professional Office) while the south half of each lot is zoned "R-1-6". The General Plan designated the full lots "Professional Office". The intent is to allow the existing dwellings to eventually transition to use as offices and to ensure consistent zoning along this segment of El Monte Way.

At the September 10, 2024, City Council Public Hearing, members of the Council expressed their belief that the entirety of both lots should be zoned "R-1-6" - since both lots are developed with single family homes. They felt the "PO" zone could make it difficult for the owners to sell or refinance the property and also that developing further offices on the parcels could negatively impact the residential neighborhood to the south.

Planning Commission Recommendation

At their meeting on October 1, 2024, the Planning Commission countered that the full parcels should be zoned "PO" Professional Office. This would provide owners the ultimate flexibility to remain residential or convert to office use (or even convert from an office back to residential).

Case #6 (Three parcels along south side of Ventura Street, east of M Street – see Attachment"D")

This case involves three residential parcels currently zoned "C-2 (Downtown Commercial) located on the south side of Ventura Street east of M Street. Members of Council wondered whether these parcels should remain zoned commercial (to allow for potential future complementary commercial development across from the movie theater).

Planning Commission Recommendation

The Commission agreed with the General Plan's recommendation that there is little likelihood that these parcels would ever convert to commercial use, especially with the glut of available commercial land across the city. Also, the concern about property

owners having difficulty selling or refinancing residential parcels (encumbered with commercial zoning) was also raised. However, if someone wanted to do a conversion in the future, they could apply for a zone change at that time.

Cases #9, #10, #11, #13 (9 parcels along the west side of S. Alta Avenue north of Kamm Avenue – see Attachments "E-1" to "E-3")

The General Plan designated significant acreage along the west side of Alta, north of Kamm for a combination of various densities of multi-family residential development. There were several purposes for this recommendation, including placing students in close proximity to the new high school, so they can easily walk or bicycle to school (without the need to be driven).

Another major purpose is to satisfy the policies of the Housing Element, which requires Dinuba to rezone approximately 50 acres of undeveloped land for multi-family residential development. This rezone must be complete by the end of this year (2024).

On September 10, 2024, members of Council expressed their wish to see lands along S. Alta Avenue (north of the High School) designated for commercial development instead of multi-family residential. Attachment "E" shows how this could look on the zoning map.

The City Council's concerns included that land along a major street should be reserved for commercial development, and also that having multi-family residential development along Alta Avenue could cause persons living in future residential projects to dangerously cross Alta on foot to reach commercial uses across the street.

Planning Commission Recommendation

The Planning Commission disagreed with Council's concern on this topic. They feel that Dinuba already has an adequate amount of undeveloped commercial sites; that creating more commercial land would continue to drain vitality from the downtown and other commercial areas. The Commission also felt that multi-family residential development could be designed to preclude concerns about persons running across the street.

Case #12 (one parcel on the south side of Sierra west of Wylie Ave. (see Attachment "F").

The site consists of a single parcel containing 10 acres located on the south side of Sierra Way, west of Wylie Avenue. To help satisfy the needed 50 acres of multi-family zoning, the General Plan designates the northeast corner of this site with approximately 2 acres of RM-1.5 (Multi-Family Residential) zone.

Members of the Council were concerned with having the existing “M-1” zoning left in place on the remaining 3/4 of this parcel and that future industrial development could negatively impact the single-family residential neighborhood to the east.

Planning Commission Recommendation

The Planning Commission agreed with the City Council’s thoughts on this matter and recommend the full site be zoned “RM-2”. This will help function to buffer the single-family residential subdivision (to the east) from future industrial development (to the west).

Case #17 (153 acres on both sides of Road 70 between Kamm Avenue and Sierra Way – see Attachments “G-1" to "G-3”)

The General Plan designates approximately 153 acres centered along Road 70 (between Kamm Avenue and Sierra Way) for light industrial development (the “M-1” (Light Industrial) zone). The purpose of this designation is to replace the large acreage of “M-1” zoning that was “lost” around the new high school site.

At the September 10, 2024, City Council meeting, members of Council were concerned that the proposed “M-1” zoning could negatively impact several existing rural homes in this area. They recommended shifting some of the industrial zoning east along both sides of Road 74, where there are no homes. Some of this concern may have been generated by a letter from Mr. Roger Espindula, a resident and owner of a parcel on the northwest corner of Kamm and Road 70. In that letter Mr. Espindula indicated his opposition to the proposed rezoning.

Planning Commission Recommendation

The Planning Commission disagreed with the City Council’s direction on this case. The Planning Commission originally supported the industrial zoning along Road 70 as a way to compensate for the loss of industrial zoning around the high school.

In doing so, the Commission stated that there are almost always rural homes in the path of city development, and that these residents can continue to live in their homes as long as they desire but also, many of these property owners will eventually sell to industrial developers at some point in the future.

As a compromise scheme, staff did share an alternative zoning layout shown on Attachment “E”. This alternative would “split the difference” and rezone those parcels west of Road 70 (with the four existing homes) to the “RA” (Residential Acreage) zone, while parcels east of Road 70 would still be rezoned to the “M-1” (Light Industrial) zone.

The "RA" zone is intended to allow for large-lot rural residential uses, similar to those that already exist west of Road 70.

Conclusion

It is recommended the City Council discuss these remaining cases, find consensus and vote on the matter. Importantly, the residential zoning changes need to be completed before the end of the year to satisfy requirements of California Housing Element law.

FISCAL IMPACT

None.

PUBLIC HEARING

A public hearing notice was published ten days prior to the City Council's hearing on September 10, 2024. This is a continued public hearing.

ATTACHMENTS:

A. Resolution 2024-67
B. Ordinance 2024-04
Attachments "C" to "G-3"

ATTACHMENT "A"

RESOLUTION NO. 2024-67

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING A GENERAL PLAN AMENDMENT FOR ONE PARCEL (LOCATED ON THE SOUTH SIDE OF NORTH WAY, THE EAST SIDE OF EATON AVENUE AND THE WEST SIDE OF VERMONT AVENUE) ASSOCIATED WITH COMMUNITYWIDE ZONE CHANGES RELATED TO THE FOCUSED DINUBA GENERAL PLAN UPDATE.

WHEREAS, the Dinuba City Council adopted a Focused General Plan Update, a document required by State law that sets forth goals, policies, objectives and maps to guide the future growth and development of the City of Dinuba, and

WHEREAS, the General Plan includes a Proposed Land Use Map that designates parcels within city limits and within the City's Sphere of Influence with land use designations that correlate to zoning and permitted development and use of property, and

WHEREAS, designations on the land use map must be consistent with the City's zoning map, and

WHEREAS, the General Plan's Proposed Land Use Map designates a number of properties with land use designations that are not consistent with their existing zoning, and

WHEREAS, it was determined that the parcel located on the south side of North Way, east of Eaton Avenue and west of Vermont Avenue (identified as Assessor Parcel Number 014-144-002) is developed with a medical office and was incorrectly designated on the General Plan Land Use Map as "Public/Semi-Public" and should be designated as "Professional Office".

WHEREAS, the Dinuba City Council conducted a duly-noticed public hearing to consider the zone changes and land use amendments on September 10, 2024 (meeting then continued to October 22) and voted unanimously to recommend approval of these actions, and

WHEREAS, the City notified affected property owners and the community at large consistent with the methodology contained in California Government Code Section 65091 (a) (4) of the City Council's meeting and a public hearing notice was published ten (10) days prior to the City Council's meeting, and

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

WHEREAS, the City Council held a public hearing on this action and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating these actions:

1. The proposed actions are consistent with the goals, objectives and policies of the Dinuba General Plan.

2. The City has previously conducted an informational workshop on the General Plan designations and zoning classifications for the area and the Planning Commission has previously conducted a public hearing on these actions and recommends approval to the City Council.

3. The City has previously prepared a Draft and Final Environmental Impact Report for the Focused General Plan Update, consistent with the Guidelines of the California Environmental Quality Act. The proposed zone changes and General Plan amendment are implementation actions of the General Plan and are therefore are addressed by these previous environmental documents.

4. The proposed actions will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community.

NOW, THEREFORE BE IT RESOLVED THAT the General Plan Amendment (as shown in Exhibit "A") is hereby approved by the Dinuba City Council

The foregoing resolution was adopted upon a motion of Council member _____, second by Council member _____, at a regular meeting of the Dinuba City Council on the 22nd day of October, 2024, by the following roll call vote:

AYES:

NOES:

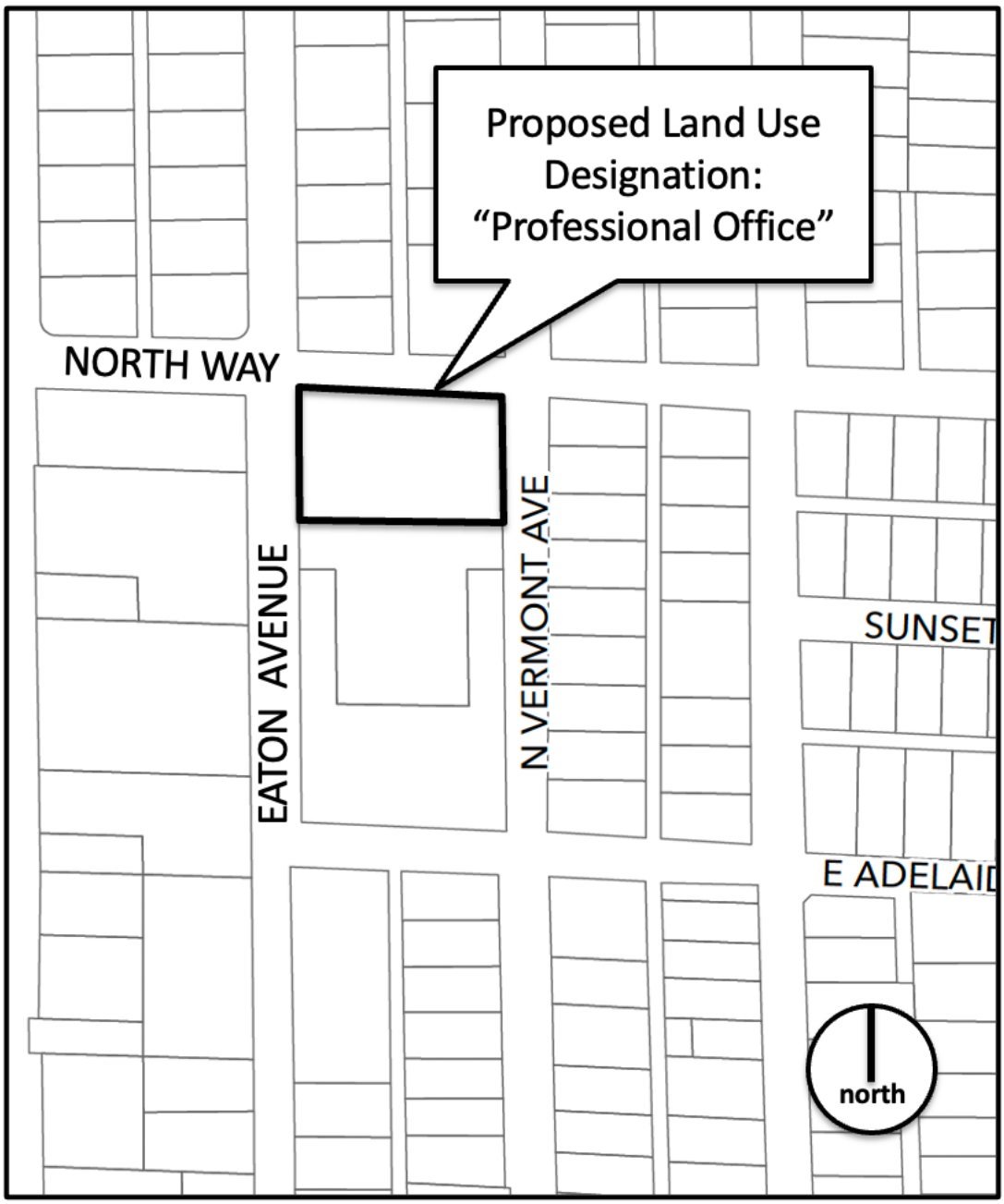
ABSTAIN:

ABSENT:

_____
Maribel Reynosa, Mayor
City of Dinuba

_____
Maria Alaniz, City Clerk
City of Dinuba

Exhibit "A": Proposed General Plan Land Use Amendment



ATTACHMENT "B"

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING THE ZONING OF MULTIPLE PARCELS TO ENSURE CONSISTENCY WITH THE DINUBA GENERAL PLAN LAND USE MAP.

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

SECTION 1. FINDINGS.

(a) The City of Dinuba administers a Zoning Ordinance (Title 17 of the Dinuba Municipal Code), including a map that designates all parcels of land with specific zoning classifications.

(b) The purpose of zoning is to facilitate a well-planned City and to avoid land use conflicts, among other objectives.

(c) The City adopted an update of its General Plan on August 25, 2023 with the result that over 125 parcels no longer are consistent with the General Plan's Land Use Map and require rezoning.

(d) Proposed Zone Changes are shown on Exhibit "A" and are listed in Exhibit "B".

SECTION 2. SEVERABILITY.
Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

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

SECTION 5. The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Dinuba on the 22nd day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Maribel Reynosa, Mayor of the City of Dinuba

ATTEST:

_____
Maria Ananiz, City Clerk

CITY OF DINUBA
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Exhibit "A"

Dinuba General Plan Update
Proposed Zone Changes

Key to Proposed Zone Changes

Case # Proposed/Existing Zoning

1 Proposed Zoning: "R-1-6" (Single Family Residential)
Existing zoning: "RM-2" (Multi-Family Residential)

2 Proposed Zoning: "RCO" (Resource Conservation)
Existing zoning: "M-1" (Light Industrial)

3 Proposed Zoning: "R-1-6" (Single Family Residential)
Existing Zoning: "RM-3" (Multi-Family Residential)

4 Proposed Zoning: "RCO" (Resource Conservation)
Existing Zoning: "PO" (Professional Office)

5 Proposed Zoning: "PO" (Professional Office)
Existing Zoning: "PO" (Professional Office) and "R-1-6" (Single Family Residential)

6 Proposed Zoning: "R-1-6" (Single Family Residential)
Existing Zoning: "C-2" (Downtown Commercial)

7 Proposed Zoning: "RM-2" (Multi-Family Residential)
Existing Zoning: "RCO" (Resource Conservation)

8. Proposed Zoning: "C-2" (Downtown Commercial)
Existing Zoning: "RM-3" (Multi-Family Residential)

9 Proposed Zoning: "R-1-6" (Single Family Residential), "RM-2" (Multi-Family Residential), "RM-1", (Multi-Family Residential), "C-1" (Neighborhood Commercial)
Existing Zoning: "M-1" (Light Industrial)

10 Proposed Zoning: "R-1-6" (Single Family Residential)
Existing Zoning: "M-1" (Light Industrial) and "RCO" (Resource Conservation)

11 Proposed Zoning: "RM-2" (Multi-Family Residential)
Existing Zoning: "M-1" (Light Industrial)

12 Proposed Zoning: "RM-2" (Multi-Family Residential) (Partial site)
Existing Zoning: "M-1" (Light Industrial)

13 Proposed Zoning: "RM-2" (partial) (Multi-Family Residential)
Existing Zoning: "M-1" (Light Industrial)

14: Proposed Zoning: "C-4" (General Commercial)
Existing Zoning: "C-3" (Community Commercial)

15 Proposed Zoning: "C-3" (Community Commercial)
Existing Zoning: "C-4" (General Commercial)

16: Proposed Zoning: RM-2" (Multi-Family Residential) and "RCO" (Resource Conservation)
Existing Zoning: "M-1" (Light Industrial)

17: Proposed Zoning: "M-1" (Light Industrial)
Existing Zoning: "RCO" (Resource Conservation)

18: Proposed Zoning: "RCO" (Resource Conservation)
Existing Zoning: "R-1-6" (Single Family Residential)

19: Proposed Zoning: "RM-2" (Multi-Family Residential
Existing Zoning: "RCO" (Resource Conservation)

20: Proposed Zoning: "PO" (Professional Office)
Existing Zoning: "RCO" (Resource Conservation)

How to Read the map

The map identifies parcels that are subject to zone change, to bring the zoning of each parcel into compliance with the Dinuba General Plan Land Use Map.

For ease of understanding, parcels that are located adjacent to one-another (with identical proposed zoning) have been grouped into numbered "Cases".

Each zoning "Case" is shown on the map and also listed on the left side of the map, along with the existing zoning and proposed zoning of the parcels.

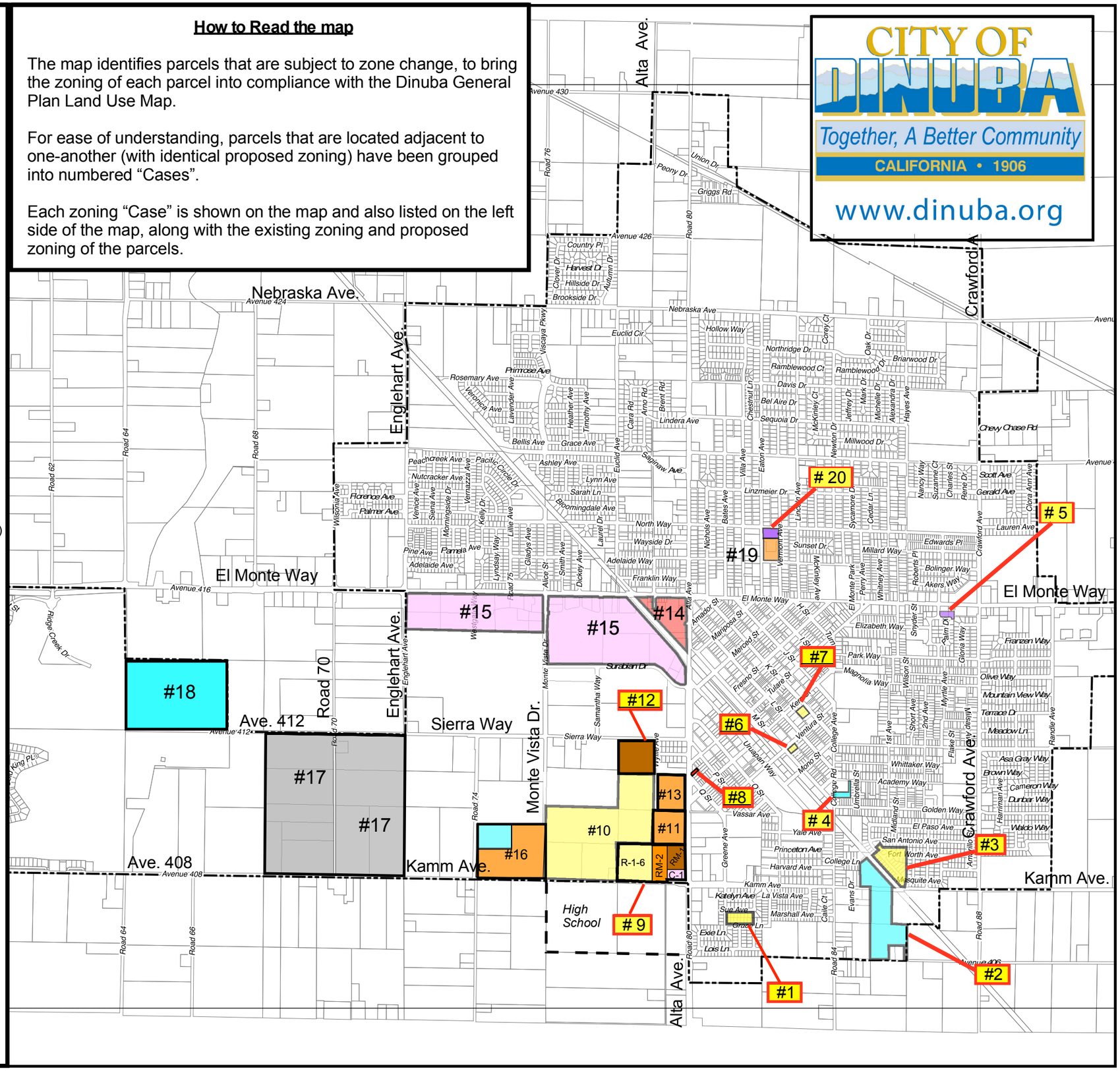


Exhibit "B": "Dinuba General Plan Zone Changes Parcel List"

Case No.	APN	Proposed Zoning	Existing zoning	General Plan Designation	Existing Land Use	Notes
1	030-260-032	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-260-033	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-260-034	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-260-035	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-260-036	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-260-037	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-260-038	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-260-039	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-005	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-006	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-007	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-008	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-009	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-010	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-011	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-012	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-013	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
1	030-270-014	R-1-6	RM-2	Medium Density Residential	Single Family Res.	Sierra Heights subdivision lots
2	018-250-041	RCO	M-1	Public/Semi Public	County Road Yard	Tulare County Road Maintenance yard
2	030-120-079	RCO	M-1	Public/Semi Public	Public Works Yard	Dinuba Public Works yard
3	018-250-001	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-002	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-003	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-004	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-005	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-006	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-007	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-008	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-009	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-010	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-011	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-012	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-013	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-014	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-015	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-016	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-017	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-018	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-019	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-020	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-021	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-022	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-250-023	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-210-069	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-210-070	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-210-071	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-210-072	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-210-073	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-210-074	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-210-075	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
3	018-210-076	R-1-6	RM-3	Medium Density Residential	Single Family Res.	Parkside Village subdivision lots
4	018-121-013	RCO	PO	Public/Semi Public	Early Educ Center	
5	018-023-025	PO	PO/R-1-6	Professional Office	Office	South half of site is zoned "R-1-6"
5	018-023-005	R-1-6	PO/R-1-6	Professional Office	Single Family Res.	
6	017-143-017	R-1-6	C-2	Medium Density Residential	Single Family Res.	Single family homes zoned C-2
6	017-143-018	R-1-6	C-2	Medium Density Residential	Single Family Res.	Single family homes zoned C-2
6	017-143-019	R-1-6	C-2	Medium Density Residential	Single Family Res.	Single family homes zoned C-2
7	017-141-003	RM-2	RCO	Medium High Density Residential	Vacant	
7	017-141-004	RM-2	RCO	Medium High Density Residential	Apartments	
8	017-182-016	C-2	RM-3	Downtown Commercial	Apartments	

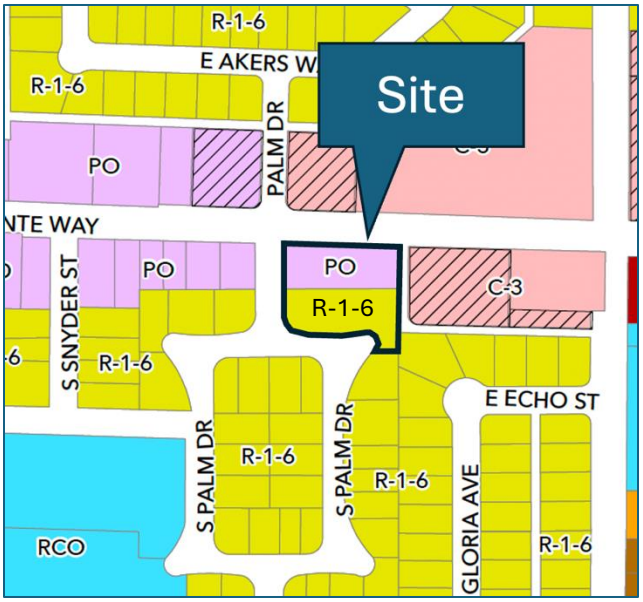
Case No.	APN	Proposed Zoning	Existing zoning	General Plan Designation	Existing Land Use	Notes
9	017-020-060	RM-1, C-1, RM-2, R-1-6	M-1	High Density Residential, Neighborhood Commercial, Medium High Density Residential, Medium Density Residential	Agriculture, single family res.	This parcel has multiple designations. Proposed acreages are: RM-1: 2.5 acres; C-1: 1.6 acres, RM-2: 4.5 acres; R-1-6: 10.0 acres
10	017-020-047	R-1-6	M-1	Medium Density Residential	Agriculture	City-owned parcel
10	017-320-001	R-1-6	M-1	Medium Density Residential	Agriculture	
10	017-020-037	R-1-6	M-1	Medium Density Residential	Agriculture and single family home	
10	017-020-042	R-1-6	M-1	Medium Density Residential	Agriculture	
10	017-020-043	R-1-6	M-1	Medium Density Residential	Single Family Res.	
10	017-020-041	R-1-6	RCO	Medium Density Residential	Agriculture and vacant	
11	017-020-058	RM-2	M-1	Medium High Density Residential	Agriculture	
12	017-273-001	RM-2	M-1	High Density Residential, Light Industrial	Agriculture	
13	017-320-003	RM-2	M-1	Medium-High Density Residential	Agriculture/fallow	
14	017-040-007	C-4	C-3	General Commercial	Parking lot, vacant	
14	017-040-031	C-4	C-3	General Commercial	Commercial	
14	017-040-032	C-4	C-3	General Commercial	Commercial	
14	017-040-033	C-4	C-3	General Commercial	Memorial Building	
14	017-040-034	C-4	C-3	General Commercial	Vacant	
14	017-040-035	C-4	C-3	General Commercial	Vacant	
14	017-040-036	C-4	C-3	General Commercial	Medical office	
14	017-040-037	C-4	C-3	General Commercial	Medical office	
14	017-040-038	C-4	C-3	General Commercial	Vacant	
14	017-040-039	C-4	C-3	General Commercial	Vacant	
14	017-040-040	C-4	C-3	General Commercial	Gas station	
14	017-040-041	C-4	C-3	General Commercial	Pharmacy	
14	017-040-043	C-4	C-3	General Commercial	Restaurant	
14	017-040-044	C-4	C-3	General Commercial	Auto repair	
15	017-280-002	C-3	M-1	Community Commercial	Vacant	
15	017-280-003	C-3	M-1	Community Commercial	Vacant	
15	017-280-008	C-3	M-1, C-4	Community Commercial	Commercial (Wal Mart)	
15	017-280-009	C-3	C-4	Community Commercial	Commercial	
15	017-280-010	C-3	C-4	Community Commercial	Commercial	
15	017-280-011	C-3	C-4	Community Commercial	Commercial	
15	017-280-012	C-3	C-4	Community Commercial	Commercial	
15	017-280-013	C-3	C-4	Community Commercial	office	
15	017-280-014	C-3	C-4	Community Commercial	Hotel	
15	017-280-015	C-3	C-4	Community Commercial	Gas station	
15	017-280-016	C-3	C-4	Community Commercial	Vacant	
15	017-280-017	C-3	C-4	Community Commercial	Commercial	
15	017-280-018	C-3	C-4	Community Commercial	Commercial	
15	017-280-021	C-3	C-4	Community Commercial	Health clinic	
15	017-290-001	C-3	C-4	Community Commercial	Commercial	
15	017-290-002	C-3	C-4	Community Commercial	Commercial	
15	017-290-003	C-3	C-4	Community Commercial	Commercial	
15	017-290-004	C-3	C-4	Community Commercial	Commercial	
15	017-290-006	C-3	C-4	Community Commercial	Commercial	
15	017-290-011	C-3	C-4	Community Commercial	Medical clinic	
15	017-290-012	C-3	C-4	Community Commercial	Medical clinic	
15	017-290-013	C-3	C-4	Community Commercial	Commercial	
15	017-290-014	C-3	C-4	Community Commercial	Office	
15	017-290-015	C-3	C-4	Community Commercial	Vacant	
15	017-030-013	C-3	C-4	Community Commercial	Auto rental	
15	017-030-015	C-3	C-4	Community Commercial	Church	
15	017-030-041	C-3	C-4	Community Commercial	Church and vacant	
15	017-030-047	C-3	C-4	Community Commercial	Auto dealership	

Case No.	APN	Proposed Zoning	Existing zoning	General Plan Designation	Existing Land Use	Notes
16	017-020-015	RM-2 and RCO	M-1	Medium-High Density Residential and Park/Ponding Basin	Agriculture and single family dwelling	Park site designated on northwest corner of parcel.
17	012-300-005	M-1	RCO	Light Industrial	Agriculture, single family res.	
17	012-300-006	M-1	RCO	Light Industrial	Agriculture	
17	012-300-009	M-1	RCO	Light Industrial	Agriculture, single family res.	
17	012-300-010	M-1	RCO	Light Industrial	Agriculture	City of Dinuba property
17	012-300-011	M-1	RCO	Light Industrial	Agriculture, single family res.	
17	012-300-012	M-1	RCO	Light Industrial	Agriculture, single family res.	
17	012-300-021	M-1	RCO	Light Industrial	Agriculture	
17	012-300-024	M-1	RCO	Light Industrial	Agriculture	
17	012-300-025	M-1	RCO	Light Industrial	Agriculture	
17	012-300-026	M-1	RCO	Light Industrial	Single Family Res.	
17	012-300-027	M-1	RCO	Light Industrial	Agriculture	
18	012-290-049	R-1-6 (PD)	RCO	Public/Semi Public	Agriculture, vacant, pond, solar field	
19	140-144-003	RM-2	RCO	High Density Residential	Vacant	
19	140-144-004	RM-2	RCO	High Density Residential	Vacant	
20	140-144-002	PO	RCO	Public/Semi Public	Office/clinic	General Plan proposed to be amended to "Professional Office"

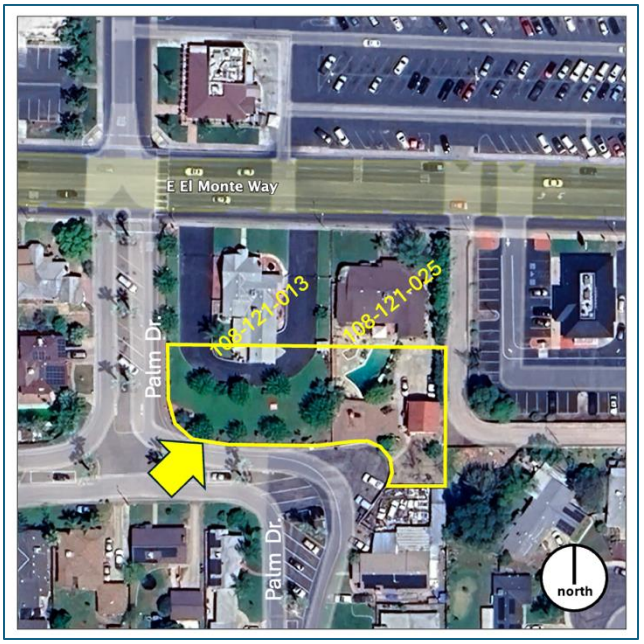
Attachment "C"

Case #5

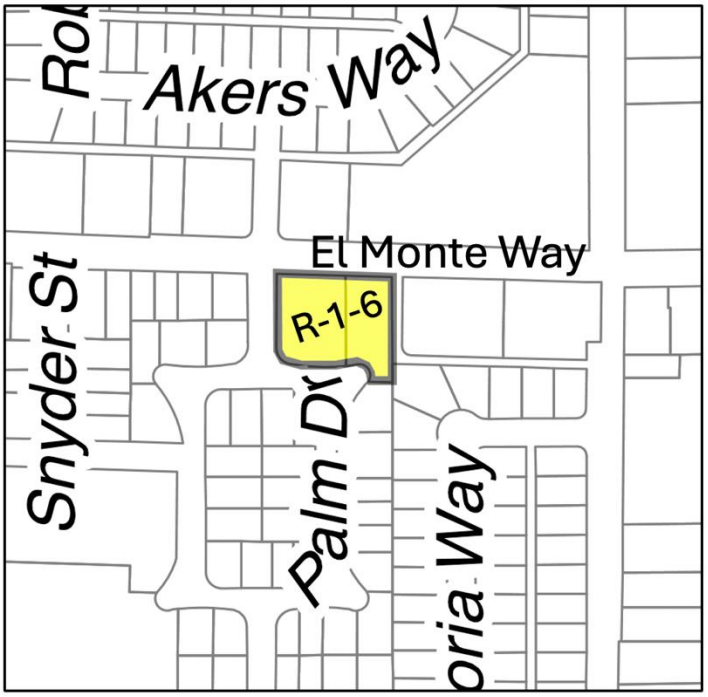
Existing Zoning



Aerial Photo

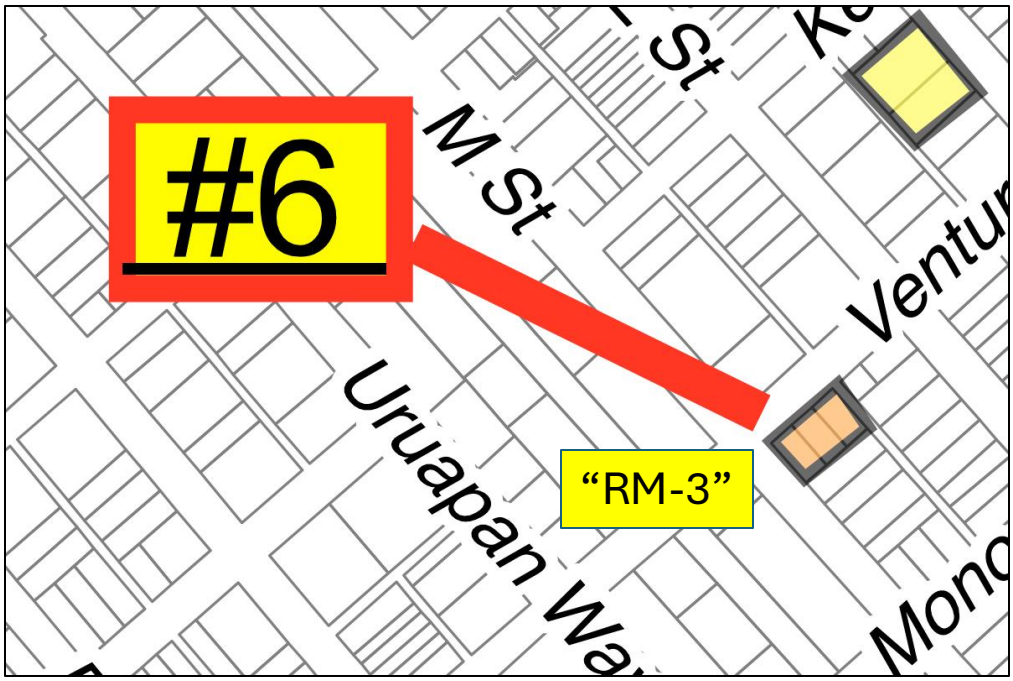


Potential Amended Zoning

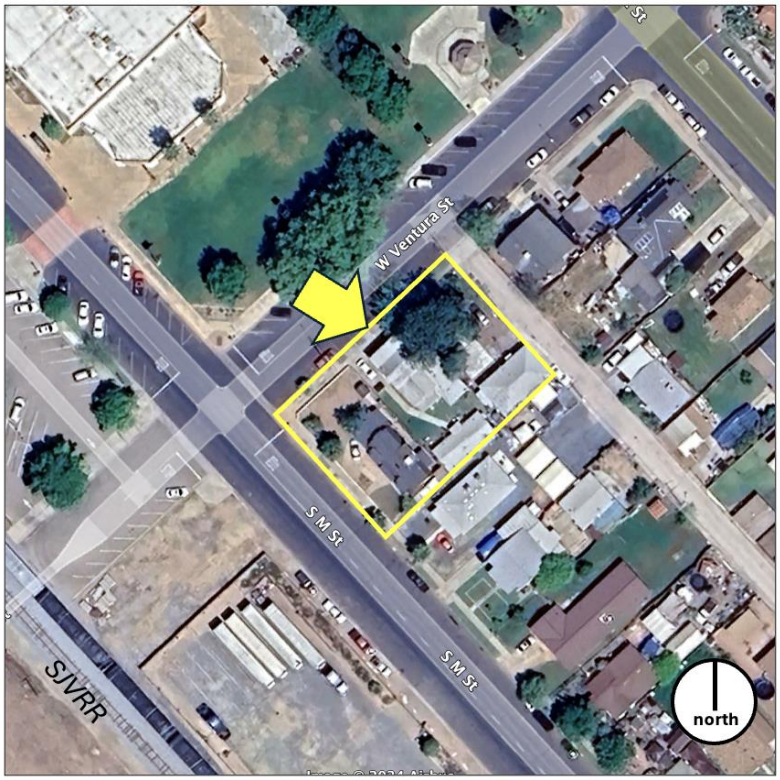


Attachment "D"

Case #6
Proposed Zoning



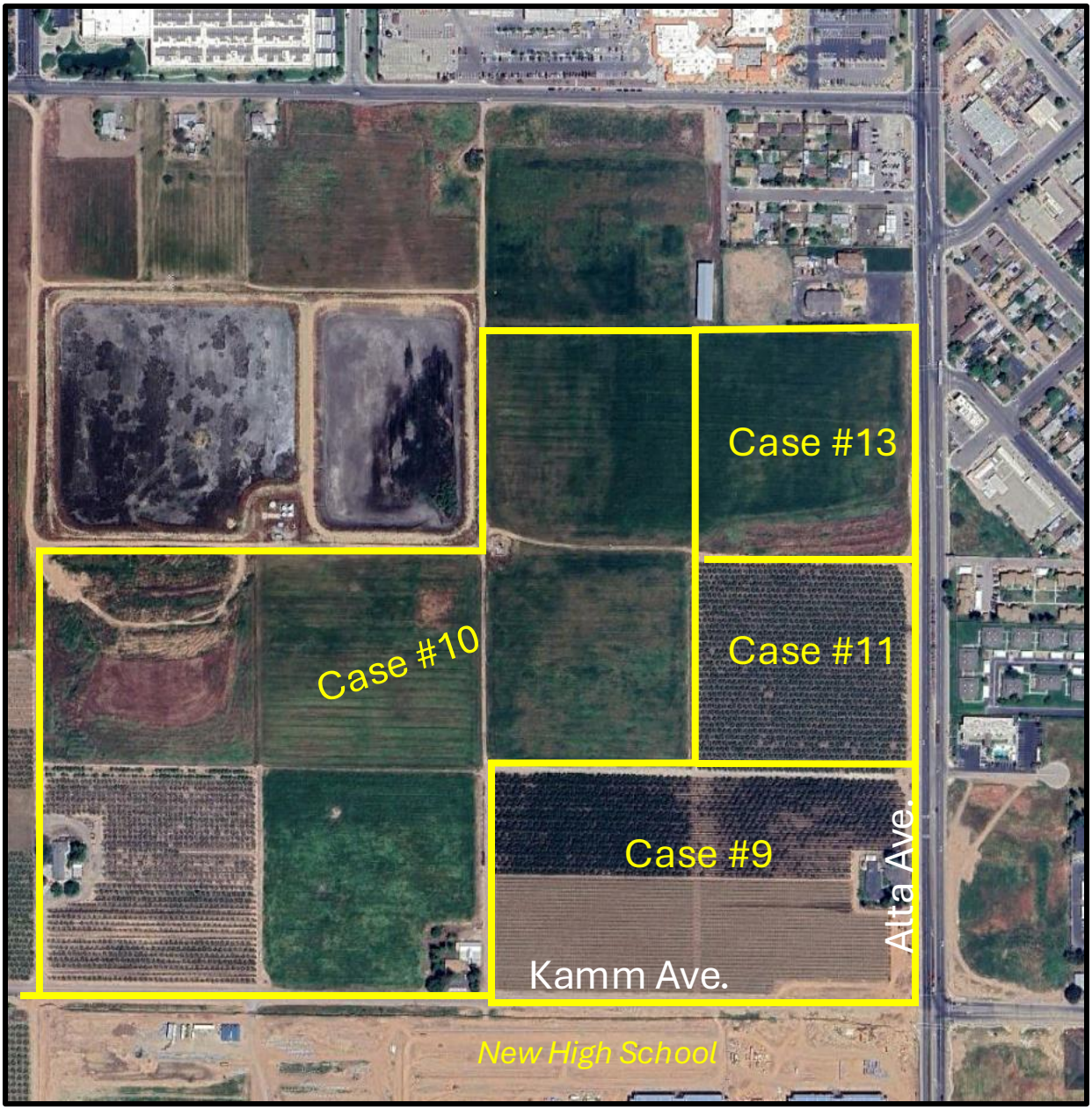
Aerial Photo



Attachment "E-1"

Cases #9, #10, #11, #13

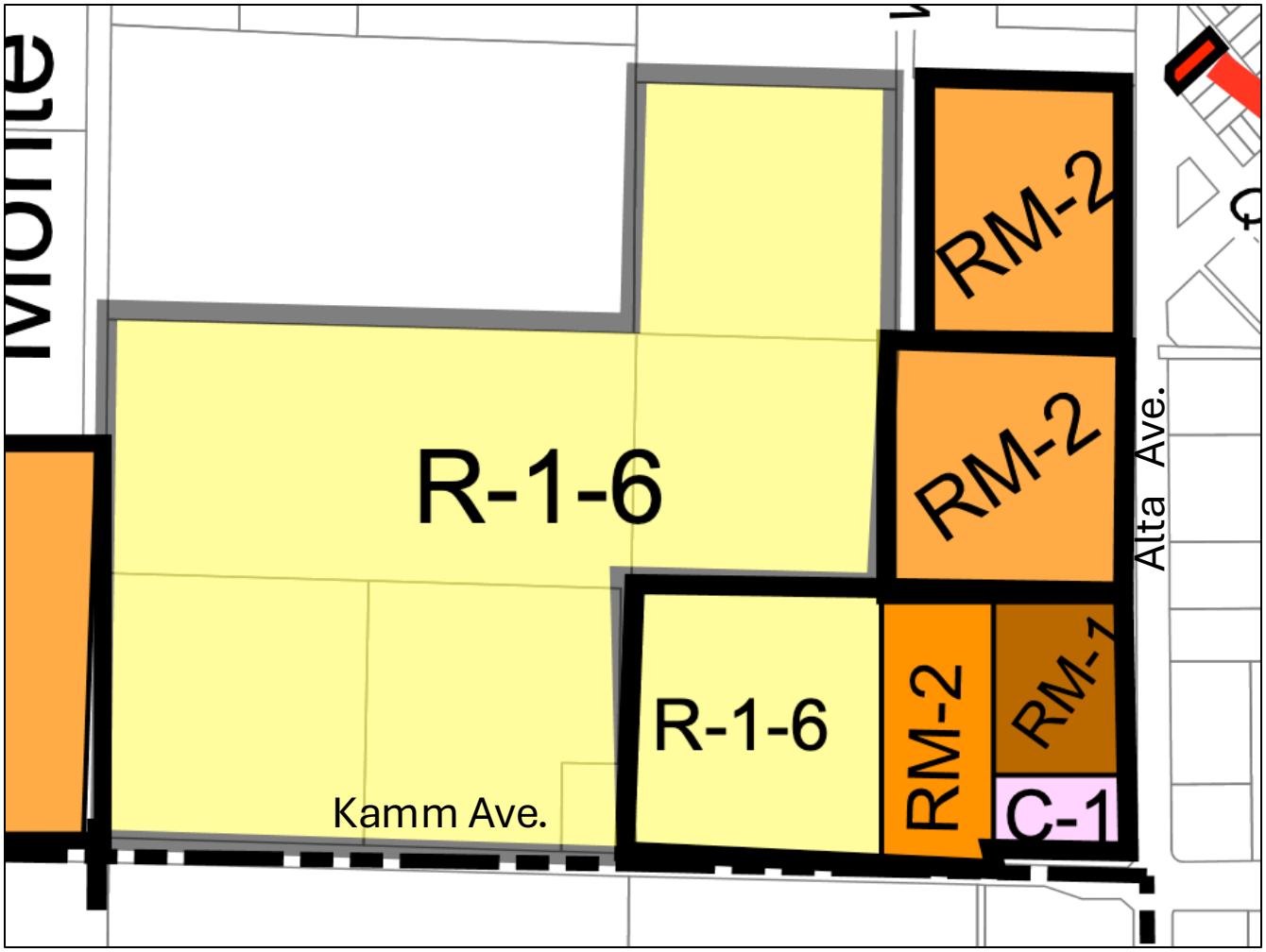
Aerial Photo



Attachment “E-2”

Cases #9, #10, #11, #13

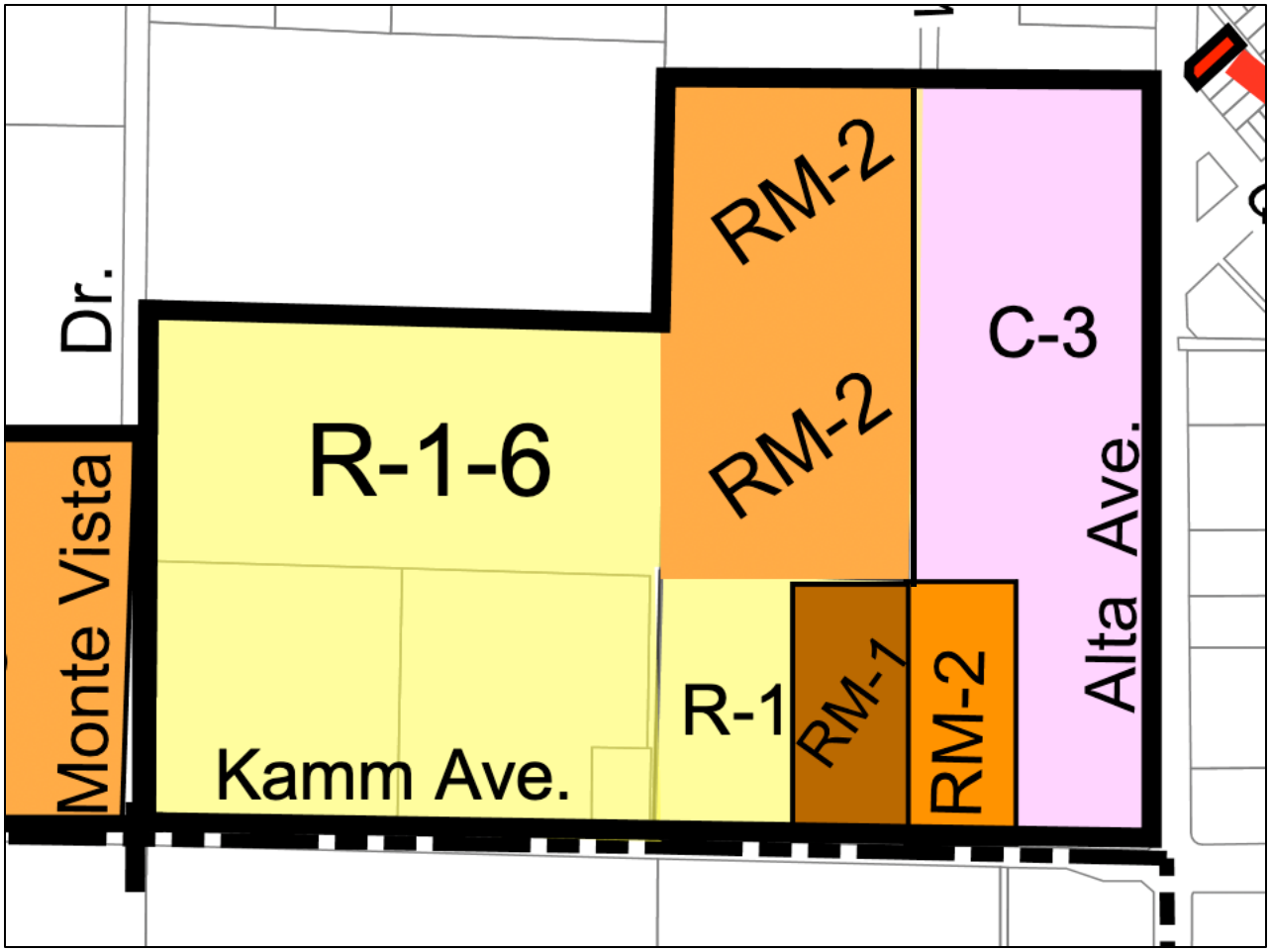
General Plan Proposed Zoning



Attachment “E-3”

Cases #9, #10, #11, #13

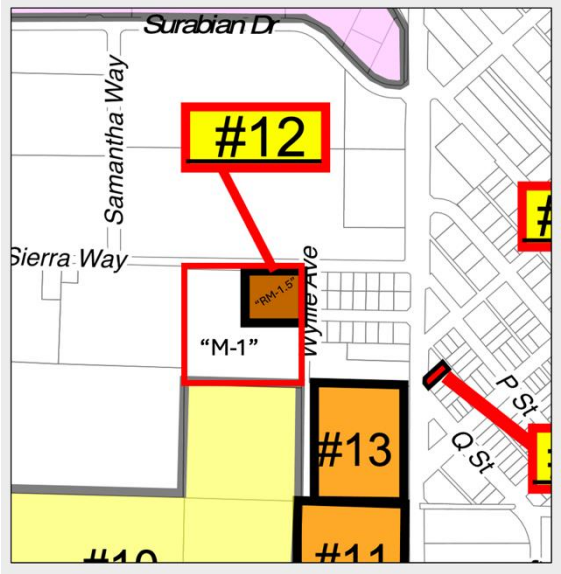
Revised Proposed Zoning



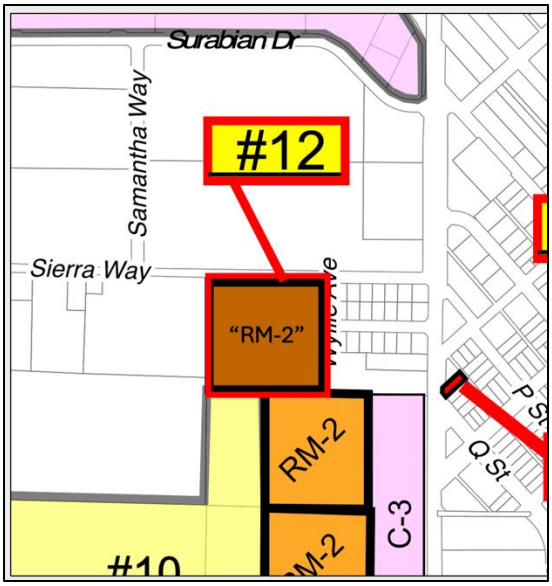
Attachment "F"

Case #12

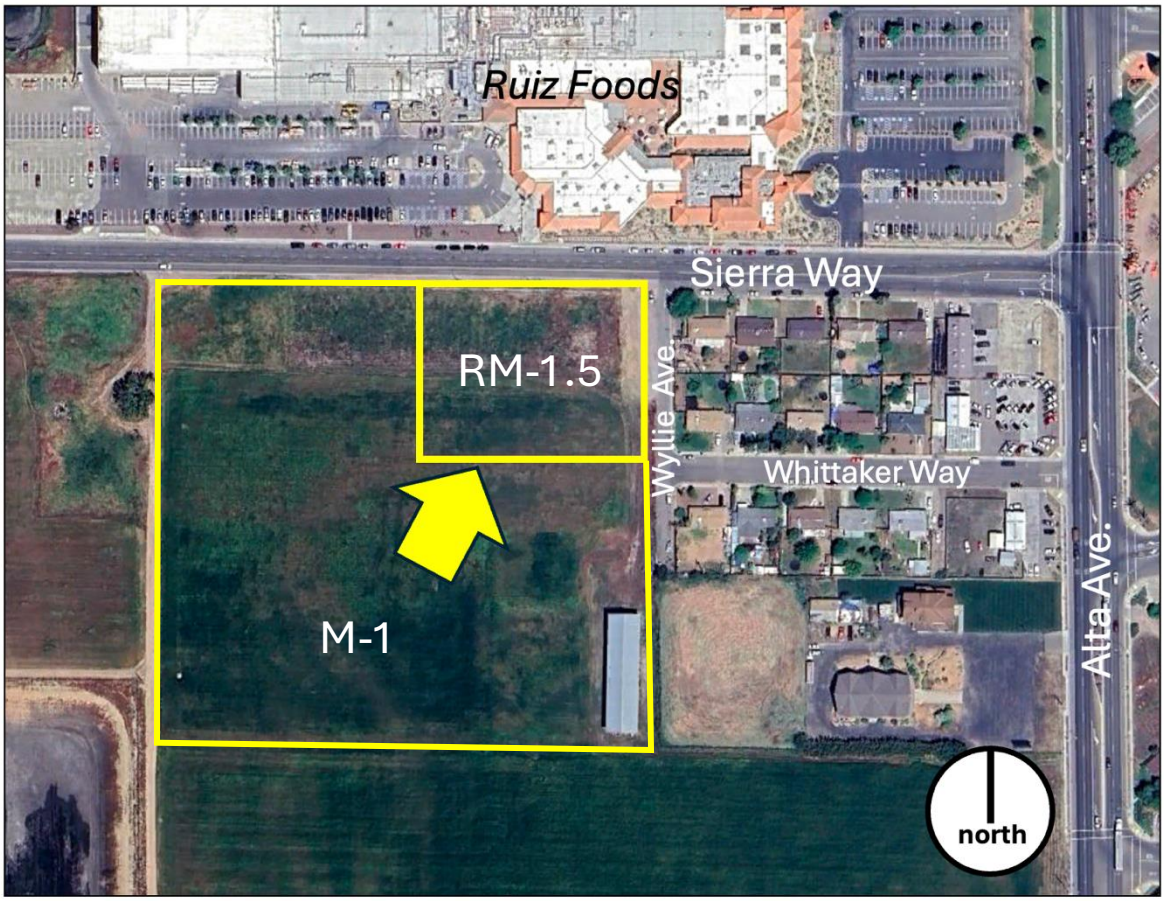
General Plan Proposed Zoning



Council Preferred Zoning



Aerial Photos



Attachment "G-1"

Case #17

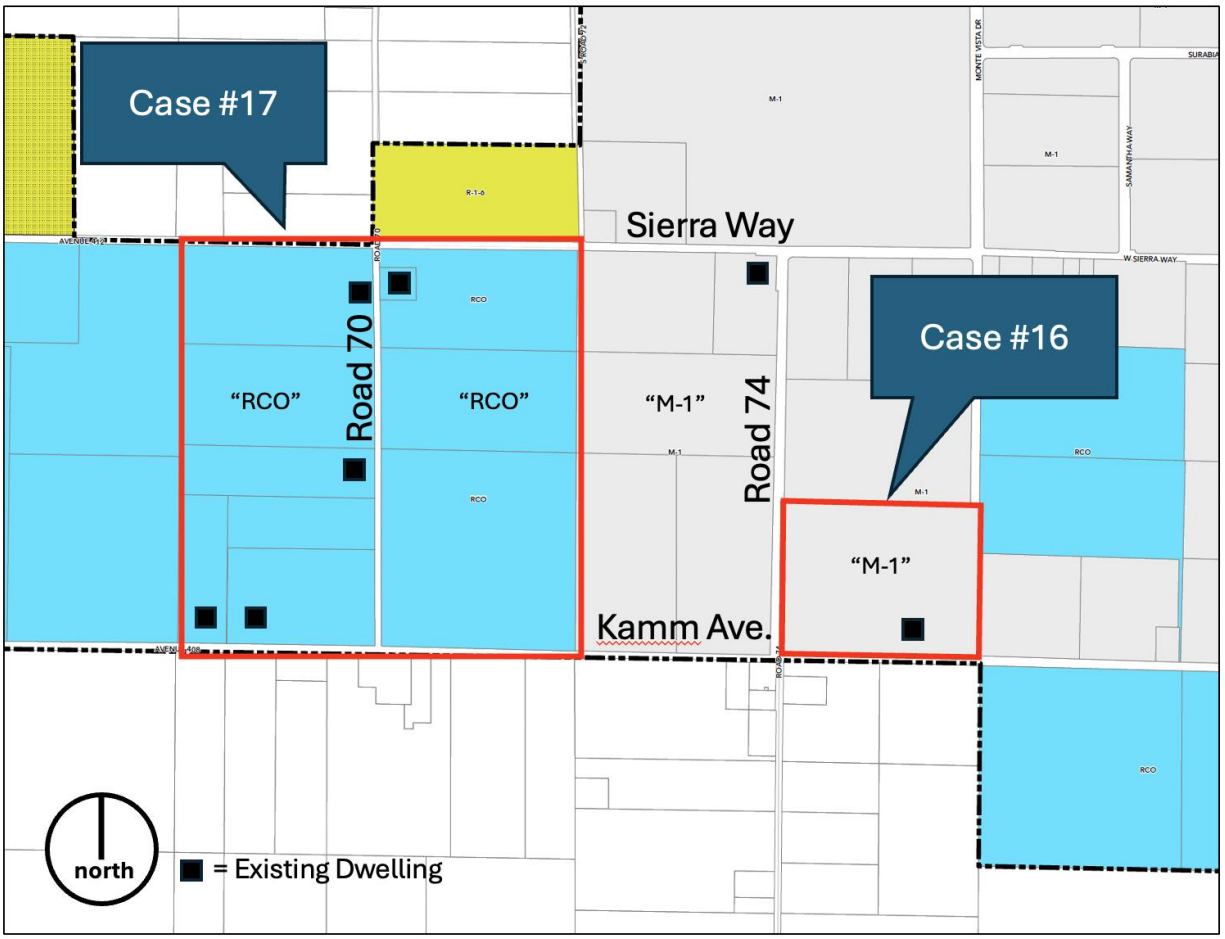
Aerial Photo



Attachment "G-2"

Case #17

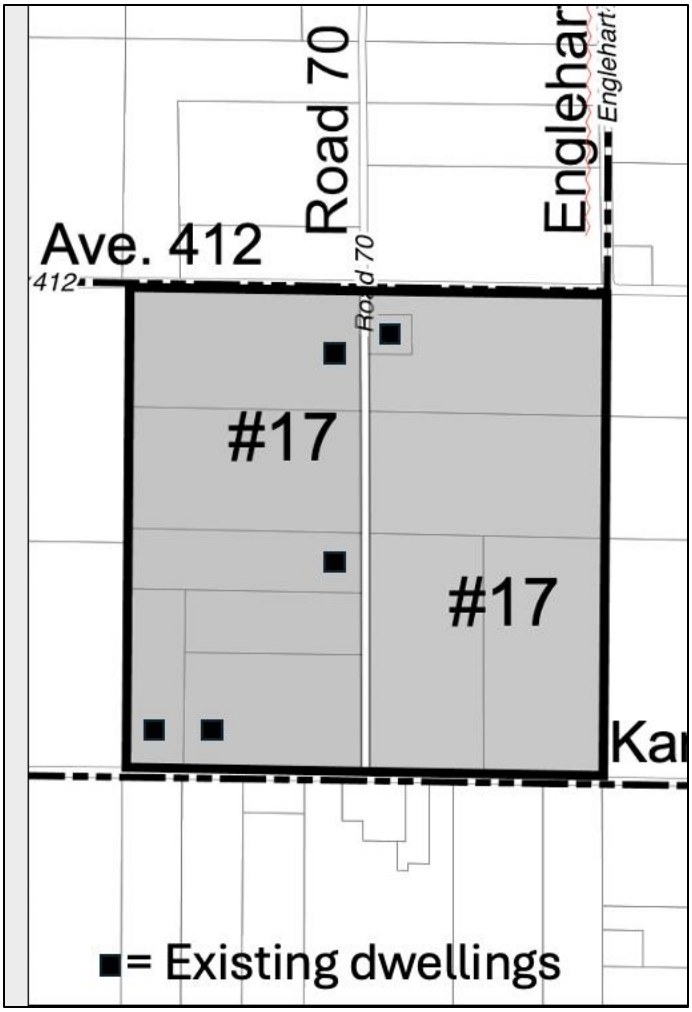
Existing Zoning (with dwellings shown)



Attachment "G-3"

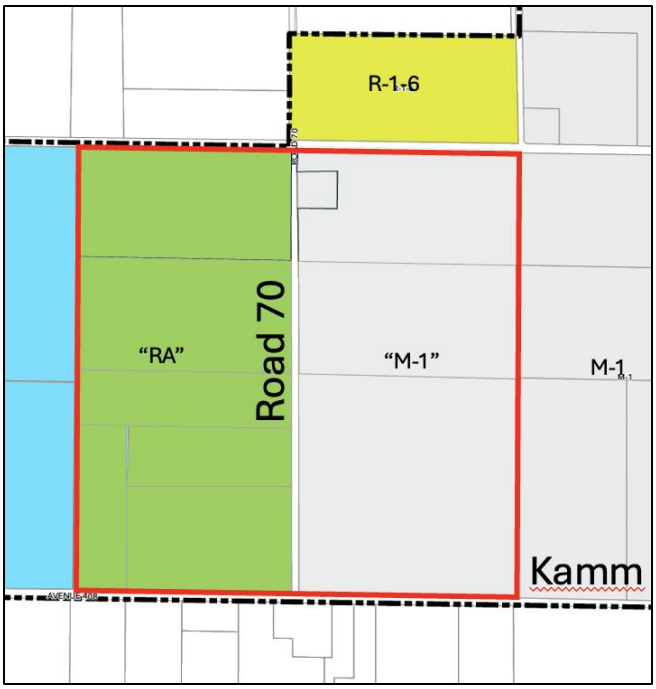
Case #17

General Plan Proposed Zoning



Staff-Suggested Revised Zoning

(RA Zoning west of Road 70)



City Council Staff Report

Department: CITY MANAGER'S OFFICE | October 22, 2024

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Review of Outside Agency Boards and Committees Appointments (MA)

RECOMMENDATION

Council to review current outside committee assignments and adjust appointments as necessary.

EXECUTIVE SUMMARY

The City Council participates in a number of boards and committees for outside agencies. These at-will appointments are assigned by the City Council for each committee individually as needed. This item is presented to Council to provide an opportunity to review and discuss the appointments, and adjust assignments as needed.

OUTSTANDING ISSUES

None.

DISCUSSION

Dinuba City Council members participate individually on numerous boards and committees for outside agencies. These agencies include, but are not limited to, various committee of the League of CA Cities, the Tulare County Economic Development Committee, and the Upper Kings Basin Integrated Regional Water Management Authority. These at-will appointments are assigned by the City Council for each committee individually as needed. The full list of outside agencies assignments are attached herein as Attachment 'A'.

Staff recommends Council to review and discuss the appointments and make adjustments as needed.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Outside Agency Appointments

ATTACHMENT 'A'

City Council Representation Outside Agencies
2024

Organization	Acronym	Assigned	Primary	Alt	Form 700	Agency Contact	Agency Address
Council of Cities	COC	Linda Launer	X		No	Gladys Ruiz	Gladys.Ruiz@visalia.city
Meets "on call basis" City of Visalia		Maribel Reynosa		X	No	559-713-4355	303 East Acequia Avenue, Visalia, 93291
		City Manager		X			
League of CA Cities Revenue & Taxation Committee		Kuldip Thusu	X		No	Rajveer Rakkar	rrakkar@cacities.org
Meets quarterly						SSJV Regional Public Affairs Mgr	
Location: Virtual						559-244-1849	
League of CA Cities Governance, Transparency & Labor		Maribel Reynosa	X		No	Rajveer Rakkar	rrakkar@cacities.org
Meets quarterly						SSJV Regional Public Affairs Mgr	
Location: Virtual						559-244-1849	
Local Agency Formation Commission - City Selection Committee	*LAFCo*	Mayor	X		No	Leslie Davis	LDavis@TulareCOG.org
Meets 1st Wednesday ea month at 2:00 pm						559-623-0450/FAX 559-733-6720	210 No Church Ste B. Visalia 93291
Visalia Administration Building, 2800 W. Burrel Ave. Visalia							
League of CA Cities SSJVD Executive Board	SSJVD	Kuldip Thusu	X		No	Rajveer Rakkar	rrakkar@cacities.org
Bi-monthly 6:00 pm Tulare, La PiazzaRistorante						SSJV Regional Public Affairs Mgr	
						559-244-1849	
Tulare County Association of Governments & TCAT	TCAG/TCAT	Maribel Reynosa	X		Yes	Amie Kane	AKane@TulareCOG.org
Meets 3rd Monday ea month at 1:00 pm at TCAG Office		Linda Launer			Yes	559-623-0450/FAX 559-733-6720	210 No Church Ste B, Visalia 93291
Tulare County Economic Development Committee	TCEDC	Benjamin Prado	X		No	Nathan Ahle, CEO	nathan@tularecountyedc.com
Meets 4th Wednesdsay ea month at 7:00 am		Rachel Nerio-Guerrero		X		559-592-1349	506 N Kaweah, 3A, Exeter 93221
Location 309 W Main St Suite 110, Visalia							
Upper Kings Basin Integrated Regional Water Management Authority	UKBIRWMA	Rachel Nerio-Guerrero	X		Yes	Randy Shilling, Mgr of Bus Operations	rshilling@krcd.org
Meets 3rd Wednesday each month at 9:30am		City Manager		X	Yes	559-237-5567 x106	4886 E Jensen Ave, Fresno 93725
Location: Fresno County Farm Bureau Board Room		George Avila		X	Yes	Soua Lee, Program Manager	slee@krcd.org
Groundwater Sustainability Agency	GSA	Linda Launer		X	No	Marc Limas	
Meets 3rd Thursday each month at 2:00 p.m.						559-591-0800	info@altaaid.org
City Hall, Council Chambers							
South San Joaquin Valley Air Pollution Control District Special City	*SSJVAPCD*	Kuldip Thusu	X		No	Michelle Franco, Clerk of the Board	Michelle.Franco@valleyair.org>
Selection Committee		Linda Launer		X	No	559-230-6038/FAX 559-230-6061	1990 E Gettysburg Ave, Fresno 93726
Meets"on call basis" Video Tele Conference, Fresno Regional Office							
Tulare County Regional Transit Agency	*TCRTA*	Kuldip Thusu	X		No	Vacant, Executive Director	tcaginfo@tularecag.ca.gov
Meets 2nd Monday each month at 1:00 pm		Maribel Reynosa		X		(559) 623-0450	210 N. Church St. Suite B, Visalia 93291
200 E. Center Ave, Visalia / Zoom							
Kings/Tulare Area Agency on Aging		Linda Launer	X		No	Dayna Wild, Director	ktaaa@tularecounty.ca.gov
Bi-monthly 10:00 am Tulare County Connections Building, Visalia						(559) 624-8079	5957S Mooney Blvd., Visalia, CA 93277
Zoom							
Alta Healthcare District		LInda Launer	X		No	Adriana Macias, Interim Clerk of Board	clerk@altahcd.com
Meets Annually						(559) 372-2400	

NOTE: Check comment boxes