



**April 9, 2024  
MINUTES**

**COUNCIL MEMBERS PRESENT:**

Nerio-Guerrero, Prado, Reynosa, Thusu

**COUNCIL MEMBERS ABSENT:**

Launer

**STAFF MEMBERS PRESENT:**

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

**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 Police Chief Iriarte.

**1.3. Pledge of Allegiance**

The Pledge of Allegiance was led by Fire Chief Chastain.

**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. PRESENTATIONS/CEREMONIAL MATTERS**

**3.1. Introduction of the 2024 Leadership Northern Tulare County Class (MA)**

The 2024 Leadership Northern Tulare County Class was present to introduce themselves to the Council. Julia Capistran briefly summarized the group's community involvement and invited the Council to this year's Cinco de Mayo festival. Capistran thanked the Council for their support.

The Council gave words of support.

**3.2. Introduction of the 2024 Cinco de Mayo Pageant Contestants (MA)**

The 2024 Cinco de Mayo Pageant Contestants were present to introduce themselves to the Council. The contestants shared their Pageant talent and

invited the Council to the event on April 27th at the Dinuba High School Auditorium.

#### **4. NEW EMPLOYEES AND PROMOTIONS**

##### **4.1. Introduction of Single-Role Paramedic Justin Belk (GC)**

Fire Chief Chastain Introduced Single-Role Paramedic Justin Belk. Belk was joined by his family and pinned by his father.

The Council gave words of encouragement.

Belk thanked the Council for the opportunity to serve the city.

##### **4.2. Introduction of Fire Inspector Kriselda Jones (GC)**

Fire Chief Chastain Introduced Fire Inspector Kriselda Jones. Jones was joined by her family and pinned by her daughter Olivia.

The Council gave words of support and offered congratulations.

Jones thanked the city for the opportunity.

##### **4.3. Introduction and Oath of Office for Firefighter/EMTs Bradan Pichay and Sergio Hernandez (GC)**

Fire Chief Chastain introduced Firefighter/EMT Bradan Pichay. Pichay was joined by his family and pinned by his mother Jody and fiancé Lizette.

Fire Chief Chastain introduced Firefighter/EMT Sergio Hernandez. Hernandez was joined by his family and pinned by his mother Angie.

Mayor Reynosa administered the Oath of Office.

The Council offered words of gratitude and support.

##### **4.4. Promotion Recognition and Oath of Office for Firefighter/Paramedic Saulo Ben Hernandez (GC)**

Fire Chief Chastain recognized Saulo Ben Hernandez who was promoted to Firefighter/Paramedic. Hernandez was joined by his family and was pinned by his wife.

Mayor Reynosa administered the Oath of Office.

Hernandez expressed his gratitude to the Council and city staff.

#### **5. REQUEST TO ADDRESS COUNCIL**

*This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does*

*not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.*

Felipe Martinez approached the podium to express concern about commercial vehicles entering residential neighborhoods.

## **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**

**Waive Park Rental Fees for Living Word Fellowship/Solis Ministries Free Community Outreach Event (SH)**

#### **RECOMMENDATION**

Council to approve the use of Rose Ann Vuich Park to Living Word Fellowship and Solis Ministries for a free community outreach event on April 20, 2024, and waive the park rental and other related fees.

### **6.2. SUBJECT**

**Waiver of Park Rental Fees for the Dinuba Lowrider Council Car Show (SH)**

#### **RECOMMENDATION**

Council to approve the use of Felix Delgado Park to Dinuba Lowrider Council for their 1st annual car show and waive the park rental fee in the amount of \$890 for all picnic sites and the softball field.

### **6.3. SUBJECT**

**Approve Pyrotechnics Contract with Fireworks America for the 2024 Dinuba Independence Day Celebration (SH)**

#### **RECOMMENDATION**

Council to approve the contract with Fireworks America in the amount of \$20,500 for pyrotechnics services for the July 3, 2024 Independence Day Celebration and authorize the City Manager or designee to execute the agreement.

### **6.4. SUBJECT**

**Approval of City Council Meeting Minutes (MA)**

#### **RECOMMENDATION**

Council to review and approve the City Council meeting minutes of March 26, 2024 as presented.

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

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

## **7. WARRANT REGISTER**

### **7.1. SUBJECT**

**Warrant Register March 29 & April 5, 2024 (KS)**

#### **RECOMMENDATION**

Council to review and approve the Warrant Register as presented.

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

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

## **8. PUBLIC HEARING**

### **8.1. SUBJECT**

**Zoning Ordinance Amendment 2024-02: New zoning chapters on "Permitted Uses in Commercial Zones" and "Special Uses" (KSch)**

#### **RECOMMENDATION**

Council introduce and conduct the first reading, waive reading in full, of the Ordinance No. 2024-02 amending text of Title 17 (Zoning) to adopt a new chapter on "Permitted Uses in Commercial Zones" and a new chapter on "Special Uses".

Karl Schoettler, City Planning Consultant presented the first two revised chapters of the city's zoning code. The two new chapters in Zoning are "Permitted Uses in Commercial Zones" and "Special Uses". Changes and upgrades include grouping similar categories, making the information reader-friendly and easier to find. Schoettler reported that the Planning Commission passed the amendment at the April 2, 2024 meeting.

Mayor Reynosa opened the public hearing.

No comments were made.

Mayor Reynosa closed the public hearing.

A motion was made by Council Member Thusu, second by Council Member Prado, to approve the introduction and first reading of Ordinance 2024-02, amending the text of Title 17 (Zoning) waive reading in full and adopt a new chapter on "Permitted Uses in Commercial Zones" and a new chapter on

"Special Uses".

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

## **8.2. SUBJECT**

**Resolution No. 2024-20 Adopting Adjustment to User Fees, Charges and Fines (KS)**

### **RECOMMENDATION**

Council to conduct a public hearing and adopt Resolution No. 2024-20 approving adjustments to user fees effective July 1, 2024.

Karina Solis, Administrative Services Director presented the recommended user fee schedule. Solis shared that the city contracted with Wildan Financial Services to assist with the review of fees. Solis advised that user fees are reviewed annually considering operating costs. Solis reported that the fee schedule for 2024/2025 includes a CPI increase of 3.4%.

Mayor Reynosa opened the public hearing.

No comments were made.

Mayor Reynosa closed the public hearing.

A motion was made by Council Member Prado , second by Vice Mayor Nerio-Guerrero, to adopt Resolution No. 2024-20 approving adjustments to user fees effective July 1, 2024.

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

## **9. DEPARTMENT REPORTS**

### **9.1. SUBJECT**

**Award Contract to MAG Engineering, Inc. for the Demolition of the Strand Theater (GA)**

### **RECOMMENDATION**

Council to award the contract to MAG Engineering, Inc. for the demolition of the Strand Theater in the amount of \$563,500 and authorize the City Manager or designee to execute the contract.

George Avila, Public Works Director reported that the Strand Theater recently suffered a fire that caused damage beyond repair. The structure is now a safety hazard. Due to the condition of the theater, staff is requesting that the Council declare an urgency, prompting an accelerated procurement process for the demolition of the Strand Theater. In an abundance of caution, the street around the Theater has been closed for public safety.

Avila reported that three bids were received from demolition companies. Staff is recommending that the Council approve the bid from MAG Engineering Inc. at

\$563,500 for the demolition of the Strand Theater. Avila reported that MAG Engineering Inc. can begin demolition within 2-3 weeks of the contract award.

Council Member Prado asked what was considered during the selection process. Avila advised that he and City Engineer Watts interviewed the demolition companies and MAG Engineering offered the fastest completion time and had the most experience in demolitions of this size.

Mayor Reynosa asked if any part of the building would be preserved. Watts reported that there may be some bricks saved.

A motion was made by Council Member Thusu, second by Council Member Prado , to award the contract to MAG Engineering, Inc. for the demolition of the Strand Theater in the amount of \$563,500 and authorize the City Manager or designee to execute the contract.

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

## **9.2. SUBJECT**

**Award Professional Services Agreement to City Green Consulting for the Competitive Procurement of a Franchise Agreement for Disposal Services (GA)**

### **RECOMMENDATION**

Council to award professional services agreement with City Green Consulting in the amount of \$32,400 to assist with request for proposals for solid waste services and authorize the City Manager or designee to execute the agreement.

George Avila, Public Works Director reported that the City's contract agreement with Pena's Disposal will expire on June 30, 2025. In preparation for the expiration, the city received two bid proposals for professional services for the Competitive Procurement of a Franchise Agreement for Disposal Services. City staff asks the Council to award a professional service agreement with City Green Consulting for \$32,400. City Green Consultant has strong qualifications and has recently worked with the City of Reedley and the City of Selma.

A motion was made by Council Member Prado , second by Vice Mayor Nerio-Guerrero, to award professional services agreement with City Green Consulting in the amount of \$32,400 to assist with request for proposals for solid waste services and authorize the City Manager or designee to execute the agreement.

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

## **10. MAYOR/COUNCIL REPORTS**

Council Member Prado reported that he is looking forward to the Patio's Grand Opening. Prado thanked Public Works for help with sidewalk repairs.

Vice Mayor Nerio-Guerrero shared that she attended the Football Soccer Club event.

Mayor Reynosa reported attending the ENOC Car Show and the Easter Sunrise

Service.

Council Member Thusu reported the Transit Agency is working with the City of Porterville on transit issues. Thusu shared that Micro transit service started on April 1st and is available with an app. Thusu provided an Internet sales tax update.

## **11. CITY MANAGER COMMUNICATIONS**

City Manager Patlan shared that the medians on El Monte are completed and are currently being landscaped. Paltan shared that grants will be used to complete the median landscaping in front of the United Market.

## **12. CITY STAFF COMMUNICATIONS**

Assistant City Manager James reported a request to the State to allow for the transfer of grant funds to other projects to assist with landscaping costs.

Director Solis reported staff is working on the budget with the preliminary budget to be presented at the next council meeting.

Police Chief Iriarte reported that Officer Juan Pineda was selected as Officer of the Year. The presentation will be held on April 16th at the Reedley Elks Lodge.

Fire Chief Chastain reported that Ryan Wilson was selected as Firefighter of the Year. Chastain advised that weed abatement is ongoing and on April 22nd there will be notices sent to property owners.

Public Works Director Avila reported that interviews for Building Inspectors will be held next Thursday.

City Engineer Watts reported that bid openings for the Fire Training Facility, Water Well, and Viscaya Park will open soon.

Parks Director Hurtado shared that April 20th is the Opening Day for the Baseball, Tball, and Softball seasons. Hurtado shared that tonight, there is a scrimmage game for staff training.

## **13. CLOSED SESSION**

### **13.1. Conference with Labor Negotiators (MA)**

Pursuant to GC Subdivision 54957.6; Agency designated representative: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James

Employee Organizations: City Employees Association; Police Officers' Association; Firefighters' Association; and Unrepresented Employees

No reportable action.

## **14. ADJOURNMENT**

Mayor Reynosa adjourned the meeting at 8:54 p.m.



## City Council Staff Report

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Department: CITY CLERK

April 9, 2024

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**To:** Mayor and City Council

**From:** Maria Alaniz, City Clerk/Human Resources Director

**Subject:** Introduction of the 2024 Leadership Northern Tulare County Class (MA)

### RECOMMENDATION

### EXECUTIVE SUMMARY

### OUTSTANDING ISSUES

### DISCUSSION

### FISCAL IMPACT

### PUBLIC HEARING



Department: CITY CLERK

April 9, 2024

**To:** Mayor and City Council

**From:** Maria Alaniz, City Clerk/Human Resources Director

**Subject:** Introduction of the 2024 Cinco de Mayo Pageant Contestants (MA)

RECOMMENDATION

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING



Department: FIRE SERVICES

April 9, 2024

**To:** Mayor and City Council  
**From:** Greg Chastain, Fire Chief  
**By:** Greg Chastain, Fire Chief  
**Subject:** Introduction of Single-Role Paramedic Justin Belk (GC)

RECOMMENDATION

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING



## City Council Staff Report

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Department: FIRE SERVICES

April 9, 2024

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**To:** Mayor and City Council

**From:** Greg Chastain, Fire Chief

**By:** Greg Chastain, Fire Chief

**Subject:** Introduction of Fire Inspector Kriselda Jones (GC)

### RECOMMENDATION

### EXECUTIVE SUMMARY

### OUTSTANDING ISSUES

### DISCUSSION

### FISCAL IMPACT

### PUBLIC HEARING



Department: FIRE SERVICES

April 9, 2024

**To:** Mayor and City Council

**From:** Greg Chastain, Fire Chief

**By:** Greg Chastain, Fire Chief

**Subject:** Introduction and Oath of Office for Firefighter/EMTs Bradan Pichay and Sergio Hernandez (GC)

RECOMMENDATION

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING



## City Council Staff Report

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Department: FIRE SERVICES

April 9, 2024

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**To:** Mayor and City Council

**From:** Greg Chastain, Fire Chief

**By:** Greg Chastain, Fire Chief

**Subject:** Promotion Recognition and Oath of Office for Firefighter/Paramedic Saulo Ben Hernandez (GC)

### RECOMMENDATION

### EXECUTIVE SUMMARY

### OUTSTANDING ISSUES

### DISCUSSION

### FISCAL IMPACT

### PUBLIC HEARING



## City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

April 9, 2024

**To:** Mayor and City Council

**From:** Stephanie Hurtado, Parks & Community Services Director

**By:** Crystal Garza, Parks & Community Services Administrative Assistant

**Subject:** Waive Park Rental Fees for Living Word Fellowship/Solis Ministries Free Community Outreach Event (SH)

### RECOMMENDATION

Council to approve the use of Rose Ann Vuich Park to Living Word Fellowship and Solis Ministries for a free community outreach event on April 20, 2024, and waive the park rental and other related fees.

### EXECUTIVE SUMMARY

Living Word Fellowship & Solis Ministries would like to host their 2nd annual, community outreach event in Dinuba, with guest speakers, worship, free food, resource booths, and giveaways on Saturday, April 20, 2024. The request before Council is to waive the park rental fees, staff supervision fees, and requirement to hire security. The organization is also requesting financial assistance to help cover the cost of the event.

### OUTSTANDING ISSUES

None.

### DISCUSSION

Living Word Fellowship, along with Solis Ministries, Dinuba Christian Ministerial Association and several other organizations have team up to host a large event in Dinuba. This year they are thrilled to announce their community event called "One". This event is meant to unite the community to provide resource centers, youth activities, worship, guest speakers, free food and item giveaways. Resources being offered at this event are for drug abuse, alcohol abuse, domestic abuse, marriage counseling, financial assistance, housing, homeless, medical assistance. As part of the event, 3 vehicle will be presented to 3 nominated community members, identified as "in need".

Living Word Fellowship and its partners are requesting park rental fees and staff supervision fees to be waived, and also the requirement of hiring security. They are prepared to purchase liability insurance, obtain portable restrooms and pay for direct costs (electricity, supplies) One additional request Solis Ministries is asking is, for City Council to attend the event and participate with a booth to meet and greet our citizens of Dinuba and offer available resources they may provide to help local families. Enclosed as Attachment 'A' is the Request Letter and Attachment 'B' Sponsor Letter.

### FISCAL IMPACT

Waive \$220 for park rental fee, \$351 for staff supervision fee, (and waive the requirement of hiring security). The request for financial assistance will be based on Council's decision. Approved amount for sponsorship will come from the Community Grant Fund.

**PUBLIC HEARING**

**ATTACHMENTS:**

Description

['A' Request Letter](#)

['B' Sponsorship Letter](#)

# Solis Ministries

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785 Bellis Ave  
DINUBA, CA 93618  
(559)217-7256  
adautosalesca@gmail.com

March 14, 2024

Dear City Council,

Since 2018 Solis Ministries has partnered with other organizations to organize a City Wide Outreach to help families and individuals gain a hand up in life. In 2023 we joined together with ENOC (equipping Neighbors in Our Community). Campus life, DCMA (Dinuba Christian Ministerial Association), and Several other resources to join in the Outreach. This year April 20th, 2024 we are joined by Living Word Fellowship, DCMA (Dinuba Christian Ministerial Association) , 25 churches, Dinuba High School, Dinuba Police Department, and over 30 resources to bring a Free Community event. We would like to host this free community outreach at Rose Ann Vuich Park. During the event we will have guest speakers, worship, giveaways, and will give away 3 cars to families in need.

Solis Ministries is requesting 3 items from Dinuba City Council:

1. Requesting to waive park rental fees, the use of the bandshell and picnic pavilion. Waive staff supervision and Security as this is a friendly UNITY outreach.
2. Financial assistance payable to Living Word Fellowship to help cover the cost for this community outreach that is open to the public. We have attached our budget to be able to make this event free for the community which totals up to \$17,584.40. We appreciate and honor any amount.
3. Asking for City Council to also attend the event April 20th. Have a booth (canopy), table and chairs to meet and greet our citizens of Dinuba and offer available resources they may have to help families.

Solis Ministries is prepared to purchase liability insurance, reserve portable potties, and pay for electricity as required by Dinuba Parks and Recreation.

This event is our 2nd Annual Outreach and last year was a success with an estimated 200 plus citizens attending. The resources being offered are for drug abuse, alcohol abuse, domestic violence, marriage counseling, financial assistance, housing, homeless, medical assistance, free youth activities, and many more. Our goal is to bring Unity to our community and assist in changing lives for the better. With the Dinuba City Council, churches, local businesses, and non profit organizations working together we can get young kids off the streets, slow down the use of drugs and prevent crime. Dinuba can lead the way to showing how UNITY can make a difference in our city

Sincerely,

Rolando Solis

Dinuba Christian Ministerial Association  
and Solis Ministries

## PRESENT THE 2ND ANNUAL - FREE COMMUNITY EVENT

# ONE

ONE CHURCH. ONE VOICE. ONE HOPE.

We are excited to invite you and your entire family to our Annual ONE Event "One Church, One Voice, One Hope" **This is a FREE event for ALL that attend! It will be filled FUN AND UNITY**

### EVENT HIGHLIGHTS

\*Over 20 churches united together as ONE, are combining their efforts to bring:

\*Over 30 Resources for the entire family (Youth groups, housing, employment, marriage counselling, addictions, suicide prevention, medical assistance, adult groups, financial assistance.....and so many more

\*A variety of food booths - ALL FREE

\*Live Worship music

\***Guest Speaker - Al Serna (Campus Life)**

**Auction & Raffle - 3 CARS, t.v's, gift cards, gift baskets, bikes and more throughout the entire event**

**All funds raised for event by businesses and sponsors in the community**



10 AM TO 4 PM

# 20

APRIL

## ROSANNE VUICH PARK

855 E. EL MONTE WAY  
DINUBA, CA 93618



Tax ID# 77-0248193

**PLEASE HELP SPONSOR THE "ONE" EVENT OUTREACH  
AND HELP BLESS OTHERS IN OUR COMMUNITY  
APRIL 20TH, 2024.**

Contact Name \_\_\_\_\_  
Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone number \_\_\_\_\_  
Gift Amount \_\_\_\_\_

Dear \_\_\_\_\_,

I hope this letter finds you well. My name is Rolando Solis, and I am representing LWF. As a nonprofit organization, we are dedicated to equipping and improving the lives of individuals and families in our community.

In partnership with DCMA we are thrilled to announce that we are hosting a community event called the "ONE" on Saturday, April 20nd at Rose Ann Vuich Park in Dinuba. This event will unite the community to participate in a day of fun activities, resource centers for our community, free food, and household gifts needed for families. We believe that this event will have a positive impact on the lives of those who are in attendance, and we are eager to make it a success. Many of the resources attending will be to help families with housing, financial support, drug addiction, marriage counseling, education, youth activities, adult activities, depression, suicidal thoughts, and medical assistance.

As part of the event we will be giving away 3 vehicles to members of the community who have been nominated by community members and have been identified as "in need."

As a leader in the community, we believe that you have a unique opportunity to support our efforts. Your monetary donation will help cover the costs of supplies for the food to be served and needed donations to be gifted. Another way to donate is for the giveaways. Grocery vouchers, bikes, gift cards, televisions, and much more items that will give families a hand up. Every little bit helps, and any donation, big or small, will be greatly appreciated.

To make a cash donation, please make a check payable to LWF. All donations are tax-deductible and a receipt will be provided upon request.

To make gift donation, please contact Rolando Solis at (559) 217-7256

We are grateful for your consideration, and we look forward to the opportunity to work with you. If you have any questions, please do not hesitate to reach out to me at (559) 393-9036.

Thank you for your support!

**OUR COMMUNITY WOULD NOT EXIST IF IT WERE NOT FOR THE PEOPLE WE SERVE....LET US UNITE TOGETHER AS "ONE" AND GIVE BACK HOPE TO THOSE THAT NEED IT FOR ONE DAY!**

**PSALMS 133.1**

**HOW GOOD AND PLEASANT IT IS WHEN GOD'S PEOPLE LIVE TOGETHER IN UNITY.**

Sincerely,

Rolando Solis

**Cost for Dinuba Ca Commuity Outreach on April 20, 2024. Sponsored by DCMA (Dinuba Christian Ministerial Allinace). Starting budget \$0. Need to raise \$17,584.40. Living Word Fellowship will be handling all payments. Any proceeds needed must be requested at least 1 week in advance.**

	Actual Cost	Estimated Cost
Park Rental and Pavillian		\$220.00
Park Employee 5 hours x \$25 per hour		\$125.00
Sound Rental with service for 5 hours - Matt Music	\$500.00	\$1,500.00
700 chairs x \$1.25 per chair - Donated by JoJo's tables	\$0.00	\$875.00
85 tables x \$3.00 per table - Donated by JoJo's Tables	\$0.00	\$255.00
Porta Potties Donated by Rodriguez Porta Potties		\$1,200.00
Food for Fundraisers		\$1,200.00
2001 Dodge Dakota repair and paint - Giveaway		\$1,500.00
2000 GMC Yukon repair and paint - Giveaway		\$1,500.00
1998 Toyota Camry repair and paint - Giveaway		\$1,500.00
Chicken to cook for an estimate of 1200 guest x 1.49 per 1000 lbs.		\$1,490.00
Side dishes for 1200 guest, potatoe slad or mashed potatoes		\$1,230.00
200 pizzas for youth x \$2.50 per pizza		\$500.00
Plastic utensils, plates, and napkins for 1500		\$860.00
Seasoning for food		\$235.00
Hot Dogs and buns for about 600		\$750.00
Condiments		\$180.00
Hotel for speaker and team of 1 = \$175 for 2 night (1 rooms)		\$350.00
Car rental for 2 days @ \$65 per day plus tax and insurance		\$175.00
Honorarium fee for Evangelist \$500		\$500.00
60 cases of of waters \$3.99 per case		\$239.40
Ice for ice chest		\$200.00
Giveaways for raffle		\$1,000.00
	\$500.00	\$17,584.40



## City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

April 9, 2024

**To:** Mayor and City Council

**From:** Stephanie Hurtado, Parks & Community Services Director

**By:** Crystal Garza, Administrative Assistant

**Subject:** Waiver of Park Rental Fees for the Dinuba Lowrider Council Car Show (SH)

### RECOMMENDATION

Council to approve the use of Felix Delgado Park to Dinuba Lowrider Council for their 1st annual car show and waive the park rental fee in the amount of \$890 for all picnic sites and the softball field.

### EXECUTIVE SUMMARY

The Dinuba Lowrider Council would like to host their 1st Annual car show benefiting their school of choice, Wilson Elementary School, Saturday, June 1, 2024. The request before Council is to waive the park rental fees for all picnic sites and softball field.

### OUTSTANDING ISSUES

None.

### DISCUSSION

The Lowrider Council is a group of lowrider enthusiasts who have a mission to spread the love of cars and family ties that exist in the community. One of their goals is to give back in a positive and safe family environment. Their first annual event would take place at Felix Delgado Park and benefit Wilson Elementary School in Dinuba. They hope to make this a yearly event, benefiting a different school each year. This event would be open to all makes and models of cars.

In a letter, from the Principal of Wilson Elementary School, she has expressed her sincere gratitude for the support and partnership of organizations like Dinuba Lowrider Council who are committing to invest in the education of our youth. The donation will directly benefit their students by allowing to enhance various programs, activities, and resources that enrich the education experience for all.

The Lowrider Council is requesting park/field rental fees to be waived. They are prepared to provide liability insurance, portable restrooms and security services for the event. Enclosed is Attachment 'A' Request Letter.

### FISCAL IMPACT

Waive \$890 for all day rental fees at Felix Delgado Park for all park picnic areas and the softball field.

### PUBLIC HEARING

None.

### ATTACHMENTS:

Description

[Request Letter](#)

02/23/2024

City of Dinuba

405 E. El Monte way

Dinuba CA. 93618

Dear City of Dinuba,

Please let us introduce ourselves, we are the Dinuba Lowrider Council. We are a group of lowrider car enthusiasts. We have a mission to spread the love of cars, joy, fun and family ties that exist in the lowrider community. One of our goals is to find ways to give back to the community in positive, safe, family environment. Our council would like to host a 1<sup>st</sup> annual car show benefiting Wilson Elementary school in Dinuba, CA. We are excited and hopeful to make this a yearly event benefiting a different school or organization in Dinuba, CA.

As you all know events held in the city of Dinuba, have drawn people into our community benefiting the local businesses and city, by bringing in customers and visitors.

The Lowrider Council is hoping to host this event on June 1, 2024, at Felix Delgado Park it will be open to all makes and models of cars. We are requesting permission to use the park to host this event, we understand there are financial cost that come with this. As we stated this event will benefit a local school and the community. At this time, we would like to ask the city of Dinuba to please waive the park fee for this event.

We know from experience and our involvement in the Lowrider car community that these types of events do make a difference in and for our community.

Thank you for your time and consideration.

Respectfully,

Dinuba Lowrider Council

*Dion Espino*  
*Ray Rye Jr.*  
*Ray Rye*  
*Rod Garcia*  
*Joe Bur*  
*Nirto ft*



# WILSON ELEMENTARY

Do The **RIGHT** Thing

**Respect-Integrity-Gain Knowledge-Hard Work-Trustworthiness**

Mrs. Maria Lichtenwaldt, Principal  
Mr. Chad Morton, Learning Director  
Mrs. Danielle Loveall, Instr. Coach

March 11, 2024

Dear Dinuba City Council,

I am writing on behalf of our Wilson Elementary School community to share our heartfelt gratitude to the Dinuba Low Rider Council for their expressed interest to donate proceeds from their fundraiser events to our school's student body account. Mr. Dion Espino first approached me with the idea of contributing a donation to Wilson Elementary School on behalf of the Dinuba Low Rider Council and I was humbled by his generosity and willingness to give back to our Wilson Warriors. I learned that he is a former Wilson Warrior, as a former Dinuba Unified student myself, I understood and appreciated his intention to give back to his community. It was evident in my conversation with Mr. Espino that he is interested in cultivating a partnership that continues to support our Wilson Warriors this year and in the future. Connecting our community partners, organizations, and clubs with our school to benefit our students in a privilege I get to be a part of and I wanted to share with the Council, through this letter. It is inspiring to see how we have community members that want to support and invest in our students' experiences.

The contribution that Mr. Espino and the Dinuba Low Rider Council plan to share with us will undoubtedly make a positive impact on the learning and enrichment opportunities available to our students. We use our student body account to purchase supplementary materials for enrichment and learning, as well as to pay for entry to educational field trips, and PBIS reward trips for our Warriors. We are immensely thankful for the support and partnership of organizations like the Dinuba Low Rider Council, who demonstrate a genuine commitment to the betterment of our community and the education of our youth.

Again, their donation will directly benefit our students by allowing us to enhance various programs, activities, and resources that enrich the educational experience for all. In addition, this partnership communicates to our students and families that there are many people who care about them, want to invest in their educational experience, and see them succeed. Our sincere gratitude goes out to Mr. Dion Espino and the members of the Dinuba Low Rider Council for their kindness and generosity. We look forward to continuing our collaboration and making a positive difference in the lives of our students together.

Thank you for your time and allowing us to share our gratitude for our newest community partners!

Sincerely,

Maria Lichtenwaldt  
Principal



## City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

April 9, 2024

**To:** Mayor and City Council

**From:** Stephanie Hurtado, Parks and Community Services Director

**Subject:** Approve Pyrotechnics Contract with Fireworks America for the 2024 Dinuba Independence Day Celebration (SH)

### RECOMMENDATION

Council to approve the contract with Fireworks America in the amount of \$20,500 for pyrotechnics services for the July 3, 2024 Independence Day Celebration and authorize the City Manager or designee to execute the agreement.

### EXECUTIVE SUMMARY

The Community Services Department proposes to enter into a contract with Fireworks America to provide pyrotechnic services for the 2024 Independence Day Celebration. The community event is planned to take place on July 3, 2024. Staff is recommending that the Council approve the contract with Fireworks America in the amount of \$20,500.

### OUTSTANDING ISSUES

None.

### DISCUSSION

The Independence Day Celebration is scheduled for Wednesday, July 3, 2024. The event will once again be held at the Ridge Creek Golf Course. This event is well attended and enjoyed by the community. Staff requested a proposal from Fireworks America for this year's event. Their proposal went up \$500 in cost from last year for a total of \$20,500 which includes 1,692 aerial fireworks launched and will provide the same show as 2023.

The fireworks will be launched from a safe distance (1,500-2,000 ft.) on the golf course, and public parking will be on the east end of Ave 412 in an open lot, adjacent to the Ridge Creek parking lot. Handicap parking will be accessible in the golf course parking lot. The event is scheduled to begin at 6:30 p.m. and will include live entertainment, food booths and local vendors. The aerial fireworks display will begin at 9:15 p.m.

Firework America has been a great company to work with. Staff recommends Council authorize the City manager or designee to execute the agreement with Fireworks America for the 2024 Independence Day Celebration event. A copy of the contract is enclosed as Attachment 'A'.

### FISCAL IMPACT

Funding for this expenditure comes from the General Fund/Community Promotions. \$20,500 will go towards the Ariel Firework and \$10,000 consists of event programming costs such as stage sound/lighting, entertainment, advertising, portable lighting, portable restrooms, and miscellaneous costs.

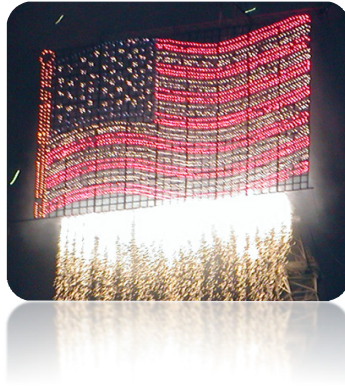
### PUBLIC HEARING

### ATTACHMENTS:

Description



# City of Dinuba



Presents

**Celebrate Freedom**  
**A Fireworks Extravaganza**  
**July 3rd, 2024**

Produced by



**"The Difference is Quality"**

**The City of Dinuba**  
**Celebrate Freedom**  
**July 3rd, 2024**

**Announcement Barrage**

Program A

Aerial Titanium Flash Salutes

3" 10

Color and Multi-Color Finale Shells

2.5" 10

**Aerial Grand Finale**

Program A

Color and Multi-Color Finale Shells

2.5" 100

3" 50

4" 12

Aerial Flash Salutes

3" 100

**Aerial Show Presentation**

Aerial Titanium Flash Salutes

3" 10

Color and Multi-Color Aerial Shells

3" 60

4" 30

5" 22

6" 10

Flitter, Glitter, Electric Color and  
Color Changing Shells

3" 40

4" 20

5" 10

6" 4

Distinctive and Unique Aerial Shells

3" 20

4" 10

5" 6

6" 2

Streaking Comets & Tiger Tails

3" 20

**Grand Totals**

Aerial Shells

2.5" 110

3" 310

4" 72

5" 38

6" 16

Units of Fire (from Bombardments)

1146

Total Shots 1692

**Program Price**

Total Program Price Inclusive of  
Insurance, Operator and  
Transportation

**Cost \$20,500**

**Bombardments**

25 Shot	6	150 Units of Fire
49 Shot	4	196 Units of Fire
100 Shot	2	200 Units of Fire
150 Shot	2	300 Units of Fire
300 Shot	1	300 Units of Fire



# Fireworks America Products

**"The Difference Is Quality"**

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality of products, designs, and variety which will far surpass those of our competitors.

## Product Definitions Are:

**Standard:** Aerial Shells include: One color products and multiple colored products such as Chrysanthemums, Peonies, Hearts, Rings, Red, Green, Blue, Yellow, Purple, Orange, Variegated, etc. Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

*Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.*

**Classic:** Aerial Shells include: Flitter, Glitter, Electric Color, Color Changing Transformation, Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

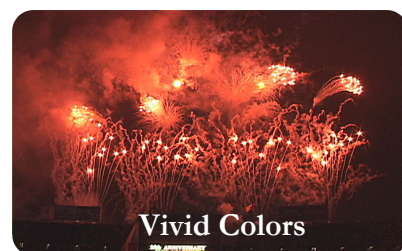
*Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells*

**Select:** Aerial Shells include: Distinctive and Unique Aerial Shells such as Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, Double Hearts, Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Waterfalls, Special Pattern Shells, Weeping Willow Shells, Shell of Shells, Coconut Palms, and Serpentine Shells, etc..

*Compare to our competitors "Special" or "Japanese Style Special Effect" Shells.*

**Premium:** Aerial Shells include: Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

*Our competitors cannot compare with our Domestically-Made Superstars.*



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

**Services List:**

**Fireworks America to Provide:**

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

**City of Dinuba to Provide:**

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

**Minimum Time Required**

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

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

Please plan your show accordingly.

**Operators and Assistants:**

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

**Payment Terms:**

50% deposit is due on Contract Execution, Balance Net 10 days after display.

**Method of Discharge:**

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.



## ***PYROTECHNIC PUBLIC DISPLAY CONTRACT***

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

**BATF License Number:**

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

**California Licenses:**

GPD-0528  
I/E-1129  
W-1132

- 1) This Contract, entered into this 8th day of February, 2024, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and THE CITY OF DINUBA hereinafter referred to as "BUYER".
- 2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on July 3rd, 2024, located at Ridge Creek Golf Course.  
The time of the display is to be at: 8:30pm.
- 3) BUYER agrees to pay FA the sum of: Twenty Thousand Five Hundred Dollars (\$20,500.00) (USD) per the following terms: 50% deposit is due to FA on Contract Execution, balance remaining is to be paid in full to FA Net 10 days after the display has fired.
- 4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied.  
FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.
- 5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.

# **Fireworks America Public Display Contract**

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

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

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

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

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

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

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

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

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

# Fireworks America Public Display Contract

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

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

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

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

19) Other Considerations: NONE

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

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 8th day of February, 2024.

Fireworks & Stage FX America, LLC

By: J. Scott Danielson

Title: President / Manager

Signature:

The City of Dinuba

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



## City Council Staff Report

Department: CITY CLERK

April 9, 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 March 26, 2024 as presented.

### EXECUTIVE SUMMARY

None.

### OUTSTANDING ISSUES

None.

### DISCUSSION

None.

### FISCAL IMPACT

None.

### PUBLIC HEARING

None required.

### ATTACHMENTS:

Description

[City Council Meeting Minutes, March 26, 2024](#)



**City Council  
&  
Successor Agency to the Dinuba Redevelopment Agency  
Joint Meeting Agenda**

**March 26, 2024  
MINUTES**

**COUNCIL MEMBERS PRESENT:**

Launer, Nerio-Guerrero, Reynosa, Thusu

**COUNCIL MEMBERS ABSENT:**

Prado

**STAFF MEMBERS PRESENT:**

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

**1. OPENING CEREMONIES**

**1.1. Welcome and Call to Order**

Mayor Reynosa called the meeting to order at 6:31 p.m.

**1.2. Invocation**

The Invocation was led by Chaplain Garcia.

**1.3. Pledge of Allegiance**

The Pledge of Allegiance was led by Chief Chastain.

**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.*

Patricia Aguilar approached the podium to submit a petition for a pedestrian bridge at the roundabout site.

Pastor Garcia approached the podium to thank city staff for their hard work and express gratitude for the city's public safety staff.

#### **4. CONSENT CALENDAR**

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

##### **4.1. SUBJECT**

**Approval of City Council Meeting Minutes (MA)**

##### **RECOMMENDATION**

Council to review and approve the City Council meeting minutes of March 12, 2024 as presented.

##### **4.2. SUBJECT**

**Authorization to Purchase Solar Streetlights for the Delgado Park Neighborhood (JW)**

##### **RECOMMENDATION**

Council to authorize the Public Works Director to purchase 15 solar streetlights totaling \$150,000 for the Delgado Park Neighborhood.

##### **4.3. SUBJECT**

**Resolution No. 2024-17 Authorizing Subaward Agreement for FY 2020 State Homeland Security Grant (AI)**

##### **RECOMMENDATION**

Council to approve Resolution No. 2024-17 authorizing Subaward Equipment Agreement with the County of Tulare for the purchase of (5) Motorola APX 4000 Portable Radios in the amount of \$17,139 from the FY 2020 State Homeland Security Grant Program.

##### **4.4. SUBJECT**

**Resolution No. 2024-18 Authorizing Submittal of the 2022/2023 Home Investment Partnership Program (HOME) Application (GA)**

##### **RECOMMENDATION**

Council to adopt Resolution 2024-18 authorizing submittal of an application to the California Department of Housing and Community Development (HCD) in the amount of \$2,000,000 for the First Time Homebuyer and Housing Rehabilitation Programs.

**4.5. SUBJECT**

**Resolution No. 2024-19 Authorization to Enter Into Agreement for Acquisition of Golf Course Equipment (KS)**

**RECOMMENDATION**

Council to adopt Resolution No. 2024-19 authorizing the Administrative Services Director to enter into an agreement for acquisition of new golf carts and lawn maintenance equipment for Ridge Creek Golf Course.

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

Ayes: Launer, Nerio-Guerrero, Reynosa, Thusu

Absent: Prado

**5. WARRANT REGISTER**

**5.1. SUBJECT**

**Warrant Register March 15 & 22, 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, Reynosa, Thusu

Absent: Prado

**6. DEPARTMENT REPORTS**

**6.1. SUBJECT**

**Successor Agency Resolution No. 2024-1 Authorizing the Refunding of 2014 Tax Allocation Bonds for Debt Service Savings (KS)**

**RECOMMENDATION**

Successor Agency to adopt Resolution No. 2024-1 authorizing the issuance and sale of Tax Allocation Refunding Bonds in an amount of not to exceed \$11,000,000, approving the form of an Indenture of Trust and a form of Escrow Agreement, and authorizing certain other actions in connection therewith.

Administrative Services Director, Solis introduced Rick Brandis, Managing Director for Oppenheimer & Co. Inc. Brandis presented a Refinance Report that proposes the refinancing of 10.2 million dollars in debt from the Tax Allocation Refunding Bonds of 2014.

Solis reported the refinancing would reduce the overall interest rates with no change in terms; and a savings to the City's General Fund of approximately \$152,000.

A motion was made by Council Member Thusu, second by Council Member Launer, for the Successor Agency to adopt Resolution No. 2024-1 authorizing the

issuance and sale of Tax Allocation Refunding Bonds in an amount of not to exceed \$11,000,000, approving the form of an Indenture of Trust and a form of Escrow Agreement, and authorizing certain other actions in connection therewith.

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

## **7. MAYOR/COUNCIL REPORTS**

Council Member Thusu reported attending the BBQ & Brews event, a meeting in Burbank, and will attend the TCRTA finance committee meeting this Thursday.

Council Member Launer attended the BBQ & Brews event, an Environmental Policy meeting in Burbank, and a Valley Voice event in Sacramento.

Vice Mayor Nerio-Guerrero attended the BBQ & Brews event and the Kings River Basin meeting.

Mayor Reynosa attended the TCAG meeting and the Council of Cities meeting. Reynosa attended the BBQ & Brews event and thanked the volunteers who helped. Reynosa Congratulated Jesse Martin the KJUGS hometown hero and Joanne Bear Woman of the Year for Safety in District 4.

## **8. CITY MANAGER COMMUNICATIONS**

City Manager Patlan reported the Patio Bar remodel at the golf course is almost complete. A soft opening is scheduled for April 12th and a VIP event on April 11th.

## **9. CITY STAFF COMMUNICATIONS**

Assistant City Manager James reported that all lights at KC Park have been installed.

Patlan added, that 15 lights for the Delgado Park area have been approved.

Police Chief Iriarte shared that two new officers started orientation last week and are now in-field training. Iriarte reported a new Administrative Sergeant has been selected to replace Sergeant Vela who is retiring on April 28th. Iriarte shared that two new Special Forces Detectives specializing in gangs and violent crimes have been selected.

Fire Chief Chastain reported that the new Fire Inspector started yesterday and will be presented at the next Council meeting. Chastain shared that Sabrina Scheer submitted her resignation, her last day will be April 2nd.

Public Works Director Avila shared that the Spring Clean-up event went well and that Public Works will be recruiting for a Building Inspector.

City Attorney Lew reported that the Supreme Court is hearing a case related to social media use involving City Managers and School Board Members. Lew will keep the staff and Council informed.

Administrative Services Director Solis reported conducting final interviews for a Temporary full-time Billing Clerk. Solis shared that CSET conducted their final Payment Assistance Workshop at city hall. Solis shared that in 4-6 weeks the city will receive arrearage funding of \$6,300 for delinquent utility accounts.

## **10. CLOSED SESSION**

### **10.1. Conference with Labor Negotiators (MA)**

Pursuant to GC Subdivision 54957.6; Agency designed representatives: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James

Employee Organizations: City Employees; Police Officers' Association; Firefighters' Association; and Unrepresented Employees

No reportable action.

## **11. ADJOURNMENT**

The meeting was adjourned at 7:38 p.m.



## City Council Staff Report

Department: FINANCE SERVICES

April 9, 2024

**To:** Mayor and City Council  
**From:** Karina Solis, Administrative Services Director  
**By:** Maria Alaniz, City Clerk/Human Resources Director  
**Subject:** Warrant Register March 29 & April 5, 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:

Description

[WR 03.29.2024](#)

[WR 04.05.2024](#)



# Accounts Payable Invoice Report

Payment Date Range 03/23/24 - 03/29/24  
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 <b>2048 - 32 Below Ice</b>									
3017	FY23/24-Special Events-Rentals-Ice trailer-BBQ Fest	Paid by Check #46374		03/18/2024	03/29/2024	03/29/2024	03/19/2024	03/29/2024	629.91
		Vendor <b>2048 - 32 Below Ice</b> Totals				Invoices	1		\$629.91
Vendor <b>1060 - A &amp; E Industrial Cleaning Equipment Corp.</b>									
49552	a&e powerjet stationary, belt drive	Paid by Check #46375		03/19/2024	03/29/2024	03/29/2024		03/29/2024	7,305.67
		Vendor <b>1060 - A &amp; E Industrial Cleaning Equipment Corp.</b> Totals				Invoices	1		\$7,305.67
Vendor <b>367 - A-1 Auto Electric</b>									
138301	A-1 BUS 10	Paid by Check #46376		03/04/2024	03/29/2024	03/29/2024		03/29/2024	256.02
		Vendor <b>367 - A-1 Auto Electric</b> Totals				Invoices	1		\$256.02
Vendor <b>263 - Advantek Benefit Administrators</b>									
03/22/2024	03/22/2024 Funding Request	Paid by Check #46377		03/22/2024	03/29/2024	03/29/2024		03/29/2024	29,336.92
		Vendor <b>263 - Advantek Benefit Administrators</b> Totals				Invoices	1		\$29,336.92
Vendor <b>351 - Anthem Blue Cross</b>									
000323150385	HARTLEY 919M97599 04/01/24-04/30/24	Paid by Check #46378		03/04/2024	03/29/2024	03/29/2024		03/29/2024	132.70
000323392210	SANO 569W17892 04/01/24-04/30/24	Paid by Check #46379		03/04/2024	03/29/2024	03/29/2024		03/29/2024	139.60
000324785229	TYLER 141A75193 04/01/24-04/30/24	Paid by Check #46380		03/07/2024	03/29/2024	03/29/2024		03/29/2024	282.18
		Vendor <b>351 - Anthem Blue Cross</b> Totals				Invoices	3		\$554.48
Vendor <b>21 - Aramark Uniform Services Inc.</b>									
5031381038	FY23/24-Parks-uniform allowance/safety supplies	Paid by Check #46381		03/20/2024	03/29/2024	03/29/2024	03/21/2024	03/29/2024	106.05
		Vendor <b>21 - Aramark Uniform Services Inc.</b> Totals				Invoices	1		\$106.05
Vendor <b>17 - AT&amp;T</b>									
9391054736 03/24	PD - 02/20/2024 - 03/19/2024 Billing Charges	Paid by Check #46382		03/20/2024	03/29/2024	03/29/2024		03/29/2024	131.37
		Vendor <b>17 - AT&amp;T</b> Totals				Invoices	1		\$131.37
Vendor <b>116 - BSK Analytical Laboratories</b>									
AH06800	bsk nitrate	Paid by Check #46383		03/19/2024	03/29/2024	03/29/2024		03/29/2024	66.00
		Vendor <b>116 - BSK Analytical Laboratories</b> Totals				Invoices	1		\$66.00
Vendor <b>239 - City of Fresno</b>									
20005274	PD - Perishable Skills Training / Juan Guzman	Paid by Check #46384		02/26/2024	03/29/2024	03/29/2024		03/29/2024	593.00
		Vendor <b>239 - City of Fresno</b> Totals				Invoices	1		\$593.00
Vendor <b>1811 - Clark Bros., INC</b>									
14	Clark Bros improvement Clarifier	Paid by Check #46385		03/21/2024	03/29/2024	03/29/2024		03/29/2024	124,261.80
		Vendor <b>1811 - Clark Bros., INC</b> Totals				Invoices	1		\$124,261.80
Vendor <b>1966 - Code 3 Corp Security Inc.</b>									
1024387	FY23/24-Special Events-BBQ Fest -Security Services 3/16/24	Paid by Check #46386		03/21/2024	03/29/2024	03/29/2024	03/21/2024	03/29/2024	1,952.00
		Vendor <b>1966 - Code 3 Corp Security Inc.</b> Totals				Invoices	1		\$1,952.00



# Accounts Payable Invoice Report

Payment Date Range 03/23/24 - 03/29/24  
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
<b>Vendor 274 - Code Publishing Company</b>									
CGI0013498	Municipal Code Web update	Paid by Check #46387		03/25/2024	03/29/2024	03/29/2024		03/29/2024	98.00
Vendor 274 - Code Publishing Company Totals							Invoices	1	\$98.00
<b>Vendor 1419 - Collins &amp; Schoettler Planning Consultant, Inc.</b>									
1493	COLLINS CITY PLANNING	Paid by Check #46388		03/06/2024	03/29/2024	03/29/2024		03/29/2024	7,156.25
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc. Totals							Invoices	1	\$7,156.25
<b>Vendor 232 - Courier Printing and Village Printer</b>									
C26713	Courier printing David Little	Paid by Check #46389		03/22/2024	03/29/2024	03/29/2024		03/29/2024	94.94
C26717	YARD SALE PERMITS	Paid by Check #46389		03/25/2024	03/29/2024	03/29/2024		03/29/2024	659.14
Vendor 232 - Courier Printing and Village Printer Totals							Invoices	2	\$754.08
<b>Vendor 1992 - Melvin R Cox</b>									
200072	Mel Cox shopping carts	Paid by Check #46390		02/29/2024	03/29/2024	03/29/2024		03/29/2024	280.00
Vendor 1992 - Melvin R Cox Totals							Invoices	1	\$280.00
<b>Vendor 1576 - Creative Asphalt, Inc.</b>									
8523	creative asphalt 1803 Asa Gray Way	Paid by Check #46391		03/12/2024	03/29/2024	03/29/2024		03/29/2024	3,172.16
8525	creative asphalt Ave 426	Paid by Check #46391		03/12/2024	03/29/2024	03/29/2024		03/29/2024	2,892.50
8526	creative asphalt 1099 E Park Way & 1178 E Park Way	Paid by Check #46391		03/12/2024	03/29/2024	03/29/2024		03/29/2024	2,530.00
8527	creative asphalt 1160 E Elizabeth Way	Paid by Check #46391		03/12/2024	03/29/2024	03/29/2024		03/29/2024	3,018.00
Vendor 1576 - Creative Asphalt, Inc. Totals							Invoices	4	\$11,612.66
<b>Vendor 77 - Department of Justice</b>									
723684	PD - Blood Alcohol Analysis / February 2024	Paid by Check #46392		03/07/2024	03/29/2024	03/29/2024		03/29/2024	210.00
Vendor 77 - Department of Justice Totals							Invoices	1	\$210.00
<b>Vendor 200 - Dinuba Unified School District</b>									
1880	FY23/24- Dinuba Senior Center- Senior Lunches -M/W/F April 2024	Paid by Check #46393		03/18/2024	03/29/2024	03/29/2024	03/18/2024	03/29/2024	4,550.00
1881	DSC Senior Lunches -February 2024 -Tues./Thurs.	Paid by Check #46393		03/18/2024	03/29/2024	03/29/2024	03/18/2024	03/29/2024	7,605.00
Vendor 200 - Dinuba Unified School District Totals							Invoices	2	\$12,155.00
<b>Vendor 867 - Electric Motor Shop</b>									
RS-RI33389	electric motor aerator #3 @ a-digester	Paid by Check #46394		02/26/2024	03/29/2024	03/29/2024		03/29/2024	10,516.88
Vendor 867 - Electric Motor Shop Totals							Invoices	1	\$10,516.88
<b>Vendor 1591 - Environment Control</b>									
22992-299	ENVIRONMENT MONTHLY JANITORIAL MAINTAINCE	Paid by Check #46395		03/01/2024	03/29/2024	03/29/2024		03/29/2024	9,859.69
Vendor 1591 - Environment Control Totals							Invoices	1	\$9,859.69
<b>Vendor 235 - Ferguson Enterprises, LLC</b>									
1841967	FERGUSON WATER DEPT.	Paid by Check #46396		03/07/2024	03/29/2024	03/29/2024		03/29/2024	7,546.00
Vendor 235 - Ferguson Enterprises, LLC Totals							Invoices	1	\$7,546.00



# Accounts Payable Invoice Report

Payment Date Range 03/23/24 - 03/29/24  
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
<b>Vendor 18 - The Gas Company</b>									
1683513818703/24	socalgas 180 W Merced St Unit A	Paid by Check #46397		03/06/2024	03/29/2024	03/29/2024		03/29/2024	178.27
Vendor 18 - The Gas Company Totals						Invoices	1		\$178.27
<b>Vendor 252 - Geil Enterprises, Inc.</b>									
444732	geil service for April- June 2024	Paid by Check #46398		04/01/2024	03/29/2024	03/29/2024		03/29/2024	102.00
Vendor 252 - Geil Enterprises, Inc. Totals						Invoices	1		\$102.00
<b>Vendor 1150 - Hoffman Security</b>									
664468	FY23/24-Senior Center-Alarm security services/lease-April 2024	Paid by Check #46399		03/20/2024	03/29/2024	03/29/2024	03/20/2024	03/29/2024	111.00
Vendor 1150 - Hoffman Security Totals						Invoices	1		\$111.00
<b>Vendor 174 - Howard's Pest Control</b>									
120854	Howards monthly service	Paid by Check #46400		03/04/2024	03/29/2024	03/29/2024		03/29/2024	75.00
120861	Customer No. KA1088	Paid by Check #46400		03/04/2024	03/29/2024	03/29/2024		03/29/2024	135.00
Vendor 174 - Howard's Pest Control Totals						Invoices	2		\$210.00
<b>Vendor 208 - Interwest Consulting Group Inc.</b>									
90972	interwest building insp. services	Paid by Check #46401		09/19/2023	03/29/2024	03/29/2024		03/29/2024	1,306.25
163611	interwest fa system for ventura industrial park	Paid by Check #46401		11/16/2023	03/29/2024	03/29/2024		03/29/2024	455.00
Vendor 208 - Interwest Consulting Group Inc. Totals						Invoices	2		\$1,761.25
<b>Vendor 256 - Kamps Propane Inc.</b>									
34542	kamps Propane	Paid by Check #46402		03/06/2024	03/29/2024	03/29/2024		03/29/2024	1,329.68
Vendor 256 - Kamps Propane Inc. Totals						Invoices	1		\$1,329.68
<b>Vendor 1831 - Kings Water Alliance</b>									
269	KINGS WATER MEMBERSHIP DUES	Paid by Check #46403		02/26/2024	03/29/2024	03/29/2024		03/29/2024	11,594.00
Vendor 1831 - Kings Water Alliance Totals						Invoices	1		\$11,594.00
<b>Vendor 1324 - Lawrence Tractor Co., Inc.</b>									
659994	Lawrence hex bolt	Paid by Check #46404		03/19/2024	03/29/2024	03/29/2024		03/29/2024	58.05
Vendor 1324 - Lawrence Tractor Co., Inc. Totals						Invoices	1		\$58.05
<b>Vendor 89 - Liebert Cassidy Whitmore</b>									
261709	DI030-00001 General Matters February 2024	Paid by Check #46405		02/29/2024	03/29/2024	03/29/2024		03/29/2024	3,705.00
262392	DI030-00023 Client/Matter February 2024	Paid by Check #46405		02/29/2024	03/29/2024	03/29/2024		03/29/2024	425.00
262407	DI030-00024 Client Matters February 2024	Paid by Check #46405		02/29/2024	03/29/2024	03/29/2024		03/29/2024	2,391.00
262438	DI030-00026 General Matters February 2024	Paid by Check #46405		02/29/2024	03/29/2024	03/29/2024		03/29/2024	85.00
262459	DI030-00027 General Matters February 2024	Paid by Check #46405		02/29/2024	03/29/2024	03/29/2024		03/29/2024	1,487.50
262478	DI030-00028 General Matters February 2024	Paid by Check #46405		02/29/2024	03/29/2024	03/29/2024		03/29/2024	1,275.00
Vendor 89 - Liebert Cassidy Whitmore Totals						Invoices	6		\$9,368.50
<b>Vendor 1181 - McCormick, Kabot &amp; Lew</b>									



# Accounts Payable Invoice Report

Payment Date Range 03/23/24 - 03/29/24  
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
15021	General Matters January 2024	Paid by Check #46406		01/25/2024	03/29/2024	03/29/2024		03/29/2024	3,257.20
15027	RETAINER JANUARY 2024	Paid by Check #46406		01/25/2024	03/29/2024	03/29/2024		03/29/2024	3,300.00
		Vendor 1181 - McCormick, Kabot & Lew Totals				Invoices	2		\$6,557.20
Vendor 1873 - Medallion Supply, Inc									
9130-1077408	medallion aeator motar cable a-basin mixer	Paid by Check #46407		01/15/2024	03/29/2024	03/29/2024		03/29/2024	5,009.82
		Vendor 1873 - Medallion Supply, Inc Totals				Invoices	1		\$5,009.82
Vendor 1913 - Metro Uniform & Accessories									
276614	PD - Uniform / Jose Garcia	Paid by Check #46408		02/26/2024	03/29/2024	03/29/2024		03/29/2024	1,569.93
276803	PD - Uniform / Jose Garcia	Paid by Check #46408		02/29/2024	03/29/2024	03/29/2024		03/29/2024	173.31
		Vendor 1913 - Metro Uniform & Accessories Totals				Invoices	2		\$1,743.24
Vendor 1943 - Mineral King Publishing, Inc									
711772	Mineral King Senior Center re-roof	Paid by Check #46409		07/11/2023	03/29/2024	03/29/2024		03/29/2024	1,345.88
		Vendor 1943 - Mineral King Publishing, Inc Totals				Invoices	1		\$1,345.88
Vendor 1931 - MissionSquare Plan Services									
2024-00000388	30 - 457 - Employee MissionSquare \$*	Paid by EFT #2889		03/27/2024	03/28/2024	03/28/2024		03/28/2024	2,572.69
		Vendor 1931 - MissionSquare Plan Services Totals				Invoices	1		\$2,572.69
Vendor 22 - Moore Twining Associates Inc.									
4137859	moore industrial	Paid by Check #46410		03/20/2024	03/29/2024	03/29/2024		03/29/2024	88.00
		Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	1		\$88.00
Vendor 142 - Office Depot BSD									
356842921001	PD - Supplies	Paid by Check #46411		03/07/2024	03/29/2024	03/29/2024		03/29/2024	72.67
357634772001	Admin office supplies	Paid by Check #46411		03/07/2024	03/29/2024	03/29/2024		03/29/2024	57.49
		Vendor 142 - Office Depot BSD Totals				Invoices	2		\$130.16
Vendor 1708 - James Olvera									
APRIL 2024	Anthem Reimb 04/01/2024-04/30/2024	Paid by Check #46412		03/20/2024	03/29/2024	03/29/2024		03/29/2024	312.45
		Vendor 1708 - James Olvera Totals				Invoices	1		\$312.45
Vendor 1773 - Pace Supply Corp.									
199179222	PACE SUPPLIES BLUE PIPE AND COUPLING ROMAC	Paid by Check #46413		01/05/2024	03/29/2024	03/29/2024		03/29/2024	7,681.46
199207078	PACE SUPPLY BLUE PIPE	Paid by Check #46413		01/18/2024	03/29/2024	03/29/2024		03/29/2024	5,168.60
199243895-1	pace supply corp ford	Paid by Check #46413		03/20/2024	03/29/2024	03/29/2024		03/29/2024	677.69
199364673	pace supplies	Paid by Check #46413		03/20/2024	03/29/2024	03/29/2024		03/29/2024	167.51
199364730	pace supplies CPLG Ford	Paid by Check #46413		03/20/2024	03/29/2024	03/29/2024		03/29/2024	1,694.23
		Vendor 1773 - Pace Supply Corp. Totals				Invoices	5		\$15,389.49
Vendor 76 - Pacific Gas & Electric									
4475716051803/24	PG&E 180 W MERCED STE A	Paid by Check #46428		03/08/2024	03/29/2024	03/29/2024		03/29/2024	803.49
7681012419803/24	PG&E 180 W MERCED STE C	Paid by Check #46426		03/08/2024	03/29/2024	03/29/2024		03/29/2024	165.34
9750865237303/24	PG&E 180 W MERCED STE B	Paid by Check #46427		03/08/2024	03/29/2024	03/29/2024		03/29/2024	53.25
1349716235703/24	KAMM & GREEN 02/08/24-03/10/24	Paid by Check #46414		03/12/2024	03/29/2024	03/29/2024		03/29/2024	193.47



# Accounts Payable Invoice Report

Payment Date Range 03/23/24 - 03/29/24  
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
5027356573403/24	RANDLE AVE S/EL MONTE 02/09/24-03/11/24	Paid by Check #46416		03/12/2024	03/29/2024	03/29/2024		03/29/2024	82.51
7314274871103/24	CS & Parks 02/01/24-03/11/24	Paid by Check #46421		03/12/2024	03/29/2024	03/29/2024		03/29/2024	2,260.97
8474719951503/24	ALTA & KAMM AVE 02//09/24- 03/11/24	Paid by Check #46417		03/12/2024	03/29/2024	03/29/2024		03/29/2024	15.77
1557710974503/24	Parks 1851 E KAMM AVE 02/09/24-3/11/24	Paid by Check #46418		03/13/2024	03/29/2024	03/29/2024		03/29/2024	2,233.93
2073277197503/24	1088 E KAMM AVE02/09/24- 03/11/24	Paid by Check #46415		03/13/2024	03/29/2024	03/29/2024		03/29/2024	875.90
8319024072703/24	Parks SW SW 16-16-24 02/09/24- 03/11/24	Paid by Check #46420		03/13/2024	03/29/2024	03/29/2024		03/29/2024	27.57
0008280140-8	2099 W SIERRA WAY B February 2024	Paid by Check #46425		03/15/2024	03/29/2024	03/29/2024		03/29/2024	41.89
4323390246903/24	L & L CITRUS HEIGHTS VENTURA AND O 02/15/24-03/15/24	Paid by Check #46419		03/15/2024	03/29/2024	03/29/2024		03/29/2024	82.29
8543598174203/24	L & L 02/15/24-03/15/24	Paid by Check #46422		03/15/2024	03/29/2024	03/29/2024		03/29/2024	339.43
9018373735303/24	L & L DUNMORE HOMES VISCAYA 1 AT SAGINA 02/15/24-03/15/24	Paid by Check #46423		03/15/2024	03/29/2024	03/29/2024		03/29/2024	1,214.06
9196176758803/24	L & L SIERRA WAY AND BUENA VISTA AVE 02/15/24-03/15/24	Paid by Check #46424		03/15/2024	03/29/2024	03/29/2024		03/29/2024	128.16
		Vendor	<b>76 - Pacific Gas &amp; Electric Totals</b>			Invoices	15		\$8,518.03
Vendor 1919 - PacWest Construction Company 24-408	PACWEST CONST. NEBRASKA LIGHT INSTALLATION	Paid by Check #46429		03/21/2024	03/29/2024	03/29/2024		03/29/2024	18,000.00
		Vendor	<b>1919 - PacWest Construction Company Totals</b>			Invoices	1		\$18,000.00
Vendor 7 - Pena's Disposal Services									
803975	FY23/24-Parks-Yard waste disposal -Vuich Park -3/6/24	Paid by Check #46430		03/19/2024	03/29/2024	03/29/2024	03/21/2024	03/29/2024	358.02
803982	penas pw	Paid by Check #46430		03/19/2024	03/29/2024	03/29/2024		03/29/2024	2,673.96
		Vendor	<b>7 - Pena's Disposal Services Totals</b>			Invoices	2		\$3,031.98
Vendor 275 - Proforce Marketing Inc.									
545058	PD - Range Supplies	Paid by Check #46431		03/20/2024	03/29/2024	03/29/2024		03/29/2024	90.54
		Vendor	<b>275 - Proforce Marketing Inc. Totals</b>			Invoices	1		\$90.54
Vendor 1714 - Republic EVS, LLC									
12495	2024 Medix RP-90 Ambulance	Paid by Check #46432		03/07/2024	03/29/2024	03/29/2024		03/29/2024	236,595.34
		Vendor	<b>1714 - Republic EVS, LLC Totals</b>			Invoices	1		\$236,595.34
Vendor 1707 - RRM Design Group									
2249-01-0224	rrm dinuba downtown civic sq conceptual plan	Paid by Check #46433		03/21/2024	03/29/2024	03/29/2024		03/29/2024	1,380.00
		Vendor	<b>1707 - RRM Design Group Totals</b>			Invoices	1		\$1,380.00
Vendor 264 - Salinas Towing									
1538882	salinas towing 680 S Alta	Paid by Check #46434		03/06/2024	03/29/2024	03/29/2024		03/29/2024	60.00
		Vendor	<b>264 - Salinas Towing Totals</b>			Invoices	1		\$60.00
Vendor 800 - San Joaquin Valley Railroad Co.									



# Accounts Payable Invoice Report

Payment Date Range 03/23/24 - 03/29/24  
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
209546	San Joaquin sanitary sewer	Paid by Check #46435		03/01/2024	03/29/2024	03/29/2024		03/29/2024	2,662.59
		Vendor 800 - San Joaquin Valley Railroad Co. Totals				Invoices	1		\$2,662.59
Vendor 42 - Scout Specialties									
174437	scout specialties industrial lineup pavement striping paint	Paid by Check #46436		03/14/2024	03/29/2024	03/29/2024		03/29/2024	36.94
		Vendor 42 - Scout Specialties Totals				Invoices	1		\$36.94
Vendor 46 - Self Help Enterprises									
DIN21HB 1/23/24	SELF HELP DIN21HB, ADMIN ACTIVITY JULY-DEC.	Paid by Check #46437		10/31/2023	03/29/2024	03/29/2024		03/29/2024	10,771.04
DIN21RE 1/23/24	SELF HELP DIN21RE GENERAL ADMIN JUL-DEC	Paid by Check #46437		01/23/2024	03/29/2024	03/29/2024		03/29/2024	42,017.73
		Vendor 46 - Self Help Enterprises Totals				Invoices	2		\$52,788.77
Vendor 2058 - SESAC LLC									
10736373	FY23/24-CS- Performance license City of Dinuba-3/1/24-12/31/24	Paid by Check #46438		03/01/2024	03/29/2024	03/29/2024	03/22/2024	03/29/2024	965.83
		Vendor 2058 - SESAC LLC Totals				Invoices	1		\$965.83
Vendor 361 - SJVAPCD									
03262024	San Joaquin case #S24-0067 Permit # S-3657-1-0	Paid by Check #46439		03/26/2024	03/29/2024	03/29/2024		03/29/2024	500.00
		Vendor 361 - SJVAPCD Totals				Invoices	1		\$500.00
Vendor 86 - SWRCB									
pablograde3exam	SWRCB pablo grade 3	Paid by Check #46440		03/15/2024	03/29/2024	03/29/2024		03/29/2024	295.00
		Vendor 86 - SWRCB Totals				Invoices	1		\$295.00
Vendor 163 - TAG/AMS Inc.									
2833018	SERVICE MONTH FEBRUARY 2024	Paid by Check #46441		03/15/2024	03/29/2024	03/29/2024		03/29/2024	220.00
		Vendor 163 - TAG/AMS Inc. Totals				Invoices	1		\$220.00
Vendor 311 - Top Dog Training Center									
1805	PD - K9 Maintenance Training / Enzo & Zeus	Paid by Check #46442		03/20/2024	03/29/2024	03/29/2024		03/29/2024	180.00
		Vendor 311 - Top Dog Training Center Totals				Invoices	1		\$180.00
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4004070747	toyota Polaris lease	Paid by Check #46443		02/26/2024	03/29/2024	03/29/2024		03/29/2024	310.41
4004087571	toyota lease	Paid by Check #46443		03/14/2024	03/29/2024	03/29/2024		03/29/2024	994.54
		Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals				Invoices	2		\$1,304.95
Vendor 49 - Tulare County									
20447	tulare county fire station improvements	Paid by Check #46444		03/11/2024	03/29/2024	03/29/2024		03/29/2024	68.36
24415	PD - Application for Emergency Protective Order - Printing Fees	Paid by Check #46445		03/20/2024	03/29/2024	03/29/2024		03/29/2024	553.44
		Vendor 49 - Tulare County Totals				Invoices	2		\$621.80
Vendor 296 - Tulare Kings Veterinary Emergency									
215980	PD - Vet Fees	Paid by Check #46446		03/24/2024	03/29/2024	03/29/2024		03/29/2024	80.18
		Vendor 296 - Tulare Kings Veterinary Emergency Totals				Invoices	1		\$80.18



# Accounts Payable Invoice Report

Payment Date Range 03/23/24 - 03/29/24  
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
<b>Vendor 273 - US Bank</b>									
525031688	PD - Copiers Lease	Paid by Check #46448		03/19/2024	03/29/2024	03/29/2024		03/29/2024	907.08
500-0582882-000	Lease Payoff	Paid by Check #46447		03/21/2024	03/29/2024	03/29/2024		03/29/2024	484.00
Vendor 273 - US Bank Totals							Invoices	2	\$1,391.08
<b>Vendor 101 - Valley Soil &amp; Forest Products</b>									
48648	valley soil fill sand	Paid by Check #46449		03/14/2024	03/29/2024	03/29/2024		03/29/2024	672.70
Vendor 101 - Valley Soil & Forest Products Totals							Invoices	1	\$672.70
<b>Vendor 1434 - Vast Networks</b>									
44800B	06/01/2023-06/30/2023 Internet-revised invoice	Paid by Check #46450		06/01/2023	03/29/2024	03/29/2024		03/29/2024	5.87
Vendor 1434 - Vast Networks Totals							Invoices	1	\$5.87
<b>Vendor 354 - Verizon Wireless</b>									
9958590567	verizon pw	Paid by Check #46453		03/07/2024	03/29/2024	03/29/2024		03/29/2024	2,004.65
9959065575	Feb/Mar 2024	Paid by Check #46452		03/12/2024	03/29/2024	03/29/2024		03/29/2024	394.24
9959170957	Mar/Apr 2024	Paid by Check #46451		03/14/2024	03/29/2024	03/29/2024		03/29/2024	412.66
9959170959	CM & Council 02/15/24-03/14/24	Paid by Check #46454		03/14/2024	03/29/2024	03/29/2024		03/29/2024	286.75
Vendor 354 - Verizon Wireless Totals							Invoices	4	\$3,098.30
<b>Vendor 820 - Vulcan Materials Company</b>									
73930924	vulcan Base rock	Paid by Check #46455		03/06/2024	03/29/2024	03/29/2024		03/29/2024	1,146.81
Vendor 820 - Vulcan Materials Company Totals							Invoices	1	\$1,146.81
<b>Vendor 1382 - XiO, Inc.</b>									
2022-12881	XiO monthly monitoring	Paid by Check #46456		02/01/2024	03/29/2024	03/29/2024		03/29/2024	476.00
Vendor 1382 - XiO, Inc. Totals							Invoices	1	\$476.00
<b>Vendor 209 - Zweigle Septic Service</b>									
40829	FY23/24-Special Events-Spring Fling-Portable restroom rental	Paid by Check #46457		03/22/2024	03/29/2024	03/29/2024	03/25/2024	03/29/2024	520.00
Vendor 209 - Zweigle Septic Service Totals							Invoices	1	\$520.00
<b>Vendor Wineberto Vasquez</b>									
Rfnd-Park032324	FY23/24-Refund-Park Rental-Delgado Park/SB-3/23/24	Paid by Check #46458		03/21/2024	03/29/2024	03/29/2024	03/21/2024	03/29/2024	188.00
Vendor Wineberto Vasquez Totals							Invoices	1	\$188.00
Grand Totals							Invoices	108	\$618,074.17



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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
<b>Vendor 385 - 4 Creeks, Inc.</b>									
23237-30604	4 creeks S. El Monte Neighborhood	Paid by Check #46459		12/15/2023	04/05/2024	04/05/2024		04/05/2024	18,921.75
4C001038	4 Creeks 23/24 General Gis Services	Paid by Check #46459		02/20/2024	04/05/2024	04/05/2024		04/05/2024	12,590.18
4C001440	4 creeks ATP Dinuba Pedestrian Walkway Imprv.	Paid by Check #46459		02/22/2024	04/05/2024	04/05/2024		04/05/2024	62,751.17
4C001453	4 creeks General Engineering	Paid by Check #46459		02/22/2024	04/05/2024	04/05/2024		04/05/2024	19,501.50
4C001263	4 creeks South El Monte Neighborhood Revitalization	Paid by Check #46459		02/26/2024	04/05/2024	04/05/2024		04/05/2024	14,604.53
4C001379	4 creeks Dinuba WWTP Improvements project	Paid by Check #46459		02/29/2024	04/05/2024	04/05/2024		04/05/2024	1,438.50
4C001382	4 Creeks Dinuba Sewer CIP Projects	Paid by Check #46459		02/29/2024	04/05/2024	04/05/2024		04/05/2024	2,495.00
4C001383	4 creeks Dinuba Fire Dept. Training Facility Site	Paid by Check #46459		02/29/2024	04/05/2024	04/05/2024		04/05/2024	1,377.50
4C001384	4 Creeks Viscaya Park improvments	Paid by Check #46459		02/29/2024	04/05/2024	04/05/2024		04/05/2024	36,150.00
4C001385	4 Creeks Street Construction Project	Paid by Check #46459		02/29/2024	04/05/2024	04/05/2024		04/05/2024	591.67
4C001388	4 creeks Encroachment Permits	Paid by Check #46459		02/29/2024	04/05/2024	04/05/2024		04/05/2024	1,395.00
4C001390	4 creeks safety imprv. at various locations	Paid by Check #46459		02/29/2024	04/05/2024	04/05/2024		04/05/2024	18,143.33
Vendor 385 - 4 Creeks, Inc. Totals						Invoices	12		\$189,960.13
<b>Vendor 1284 - Adams Ashby Group, Inc.</b>									
5300	General Admin Senior Meals Program 22-CDBG-NH-00003	Paid by Check #46460		03/05/2024	04/05/2024	04/05/2024		04/05/2024	1,187.50
Vendor 1284 - Adams Ashby Group, Inc. Totals						Invoices	1		\$1,187.50
<b>Vendor 263 - Advantek Benefit Administrators</b>									
03/29/2024	03/29/2024 Funding Request	Paid by Check #46461		03/29/2024	04/05/2024	04/05/2024		04/05/2024	29,644.70
Vendor 263 - Advantek Benefit Administrators Totals						Invoices	1		\$29,644.70
<b>Vendor 351 - Anthem Blue Cross</b>									
000000009779774	BILLING 04/01/2024-05/01/2024	Paid by Check #46462		03/15/2024	04/05/2024	04/05/2024		04/05/2024	742.50
Vendor 351 - Anthem Blue Cross Totals						Invoices	1		\$742.50
<b>Vendor 21 - Aramark Uniform Services Inc.</b>									
5031385121	FY23/24-Parks-uniform allowance/safety supplies	Paid by Check #46463		03/27/2024	04/05/2024	04/05/2024	03/28/2024	04/05/2024	106.05
Vendor 21 - Aramark Uniform Services Inc. Totals						Invoices	1		\$106.05
<b>Vendor 1044 - AutoZone, Inc.</b>									
2833313962	auto zone ag-well	Paid by Check #46464		03/22/2024	04/05/2024	04/05/2024		04/05/2024	32.21
Vendor 1044 - AutoZone, Inc. Totals						Invoices	1		\$32.21
<b>Vendor 65 - Banner Pest Control</b>									
215027	PD - Removal of Pigeons Downtown	Paid by Check #46465		03/05/2024	04/05/2024	04/05/2024		04/05/2024	75.00



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24

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
215229	PD - Removal of Pigeons Downtown	Paid by Check #46465		03/18/2024	04/05/2024	04/05/2024		04/05/2024	75.00
		Vendor	<b>65 - Banner Pest Control</b>	Totals		Invoices	2		\$150.00
Vendor	<b>1513 - Barnes Welding</b>								
0091649897	barnes supplies	Paid by Check #46466		03/31/2024	04/05/2024	04/05/2024		04/05/2024	27.16
		Vendor	<b>1513 - Barnes Welding</b>	Totals		Invoices	1		\$27.16
Vendor	<b>114 - Belknap Pump Co.</b>								
38697	belknap plumbing labor	Paid by Check #46467		03/28/2024	04/05/2024	04/05/2024		04/05/2024	3,396.00
		Vendor	<b>114 - Belknap Pump Co.</b>	Totals		Invoices	1		\$3,396.00
Vendor	<b>328 - Bernard Professional Transcription Services</b>								
DF1903280	PD - Transcripts Service / DF1903280	Paid by Check #46468		04/02/2024	04/05/2024	04/05/2024		04/05/2024	495.00
		Vendor	<b>328 - Bernard Professional Transcription Services</b>	Totals		Invoices	1		\$495.00
Vendor	<b>116 - BSK Analytical Laboratories</b>								
AH06892	BSK coliform presence/absence	Paid by Check #46469		03/24/2024	04/05/2024	04/05/2024		04/05/2024	176.00
AH07567	BSK coliform presence/absence	Paid by Check #46469		03/27/2024	04/05/2024	04/05/2024		04/05/2024	152.00
		Vendor	<b>116 - BSK Analytical Laboratories</b>	Totals		Invoices	2		\$328.00
Vendor	<b>1192 - California Industrial Rubber Co.</b>								
F-007323	CIR aluminum coupler	Paid by Check #46470		03/14/2024	04/05/2024	04/05/2024		04/05/2024	182.87
		Vendor	<b>1192 - California Industrial Rubber Co.</b>	Totals		Invoices	1		\$182.87
Vendor	<b>903 - Central Valley Fire Prevention Officers Assoc.</b>								
2024 - Jones	Membership	Paid by Check #46471		04/01/2024	04/05/2024	04/05/2024		04/05/2024	30.00
		Vendor	<b>903 - Central Valley Fire Prevention Officers Assoc.</b>	Totals		Invoices	1		\$30.00
Vendor	<b>215 - Chad's Auto Glass</b>								
97978	chads pd-29	Paid by Check #46472		03/26/2024	04/05/2024	04/05/2024		04/05/2024	357.32
		Vendor	<b>215 - Chad's Auto Glass</b>	Totals		Invoices	1		\$357.32
Vendor	<b>239 - City of Fresno</b>								
20005429	PD - Perishable Skills Training - Roberto Hernandez	Paid by Check #46473		03/07/2024	04/05/2024	04/05/2024		04/05/2024	593.00
		Vendor	<b>239 - City of Fresno</b>	Totals		Invoices	1		\$593.00
Vendor	<b>127 - City of Visalia</b>								
AR101096	PD - Animal Shelter Services / April 2024	Paid by Check #46474		04/01/2024	04/05/2024	04/05/2024		04/05/2024	16,900.00
		Vendor	<b>127 - City of Visalia</b>	Totals		Invoices	1		\$16,900.00
Vendor	<b>170 - Comcast</b>								
0191269 03/22/24	201 N URUAPAN WAY 03/27/24- 04/26/24	Paid by Check #46475		03/22/2024	04/05/2024	04/05/2024		04/05/2024	359.27
0002177 03/27/24	1390 E ELIZABETH WAY 04/01/24 -04/30/24	Paid by Check #46476		03/27/2024	04/05/2024	04/05/2024		04/05/2024	97.94
0181138 03/27/24	180 W MERCED ST 04/02/24- 05/01/24	Paid by Check #46477		03/27/2024	04/05/2024	04/05/2024		04/05/2024	915.97
		Vendor	<b>170 - Comcast</b>	Totals		Invoices	3		\$1,373.18
Vendor	<b>2061 - Dakessian Law, Ltd</b>								



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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
3076	CDTFA Local Tax Reallocation Dispute - Initial Deposit	Paid by Check #46478		04/01/2024	04/05/2024	04/05/2024		04/05/2024	20,000.00
		Vendor 2061 - Dakessian Law, Ltd Totals				Invoices	1		\$20,000.00
Vendor 1035 - De Lage Landen Public Finance									
82275008	Mar/Apr 2024	Paid by EFT #2890		03/23/2024	04/05/2024	04/05/2024		04/05/2024	389.92
		Vendor 1035 - De Lage Landen Public Finance Totals				Invoices	1		\$389.92
Vendor 2060 - Diamondback Fire & Rescue, INC.									
26040	Supplies	Paid by Check #46479		06/16/2023	04/05/2024	04/05/2024		04/05/2024	1,341.47
		Vendor 2060 - Diamondback Fire & Rescue, INC. Totals				Invoices	1		\$1,341.47
Vendor 30 - Dinuba Chamber of Commerce									
01/1/24-03/31/24	DINUBA MAIN STREET FUND 01/01/24-03/31/24	Paid by Check #46480		04/01/2024	04/05/2024	04/05/2024		04/05/2024	265.00
		Vendor 30 - Dinuba Chamber of Commerce Totals				Invoices	1		\$265.00
Vendor 4 - Dinuba Lumber Company									
725790	Maintenance	Paid by Check #46481		03/01/2024	04/05/2024	04/05/2024		04/05/2024	15.52
725795	Maintenance	Paid by Check #46481		03/01/2024	04/05/2024	04/05/2024		04/05/2024	13.01
725812	Maintenance	Paid by Check #46481		03/01/2024	04/05/2024	04/05/2024		04/05/2024	7.70
725840	Maintenance	Paid by Check #46481		03/01/2024	04/05/2024	04/05/2024		04/05/2024	8.80
725863	Maintenance	Paid by Check #46481		03/01/2024	04/05/2024	04/05/2024		04/05/2024	20.50
725874	Maintenance	Paid by Check #46481		03/01/2024	04/05/2024	04/05/2024		04/05/2024	12.39
725970	Maintenance	Paid by Check #46481		03/01/2024	04/05/2024	04/05/2024		04/05/2024	18.53
726020	Maintenance	Paid by Check #46481		03/01/2024	04/05/2024	04/05/2024		04/05/2024	19.52
726045	Maintenance	Paid by Check #46481		03/01/2024	04/05/2024	04/05/2024		04/05/2024	78.08
726864	Maintenance	Paid by Check #46481		03/04/2024	04/05/2024	04/05/2024		04/05/2024	39.05
727087	Maintenance	Paid by Check #46481		03/04/2024	04/05/2024	04/05/2024		04/05/2024	8.24
727283	Maintenance	Paid by Check #46481		03/05/2024	04/05/2024	04/05/2024		04/05/2024	8.85
727348	Maintenance	Paid by Check #46481		03/05/2024	04/05/2024	04/05/2024		04/05/2024	9.02
727568	Maintenance	Paid by Check #46481		03/05/2024	04/05/2024	04/05/2024		04/05/2024	17.97
727731	Maintenance	Paid by Check #46481		03/06/2024	04/05/2024	04/05/2024		04/05/2024	(1.62)
727732	Maintenance	Paid by Check #46481		03/06/2024	04/05/2024	04/05/2024		04/05/2024	1.62
727736	Maintenance	Paid by Check #46481		03/06/2024	04/05/2024	04/05/2024		04/05/2024	12.30
727983	Maintenance	Paid by Check #46481		03/06/2024	04/05/2024	04/05/2024		04/05/2024	39.81
727985	Maintenance	Paid by Check #46481		03/06/2024	04/05/2024	04/05/2024		04/05/2024	22.45
728020	Maintenance	Paid by Check #46481		03/06/2024	04/05/2024	04/05/2024		04/05/2024	53.36
728207	Maintenance	Paid by Check #46481		03/07/2024	04/05/2024	04/05/2024		04/05/2024	433.99
728213	Maintenance	Paid by Check #46481		03/07/2024	04/05/2024	04/05/2024		04/05/2024	25.76
728424	Maintenance	Paid by Check #46481		03/07/2024	04/05/2024	04/05/2024		04/05/2024	121.77
728468	Maintenance	Paid by Check #46481		03/07/2024	04/05/2024	04/05/2024		04/05/2024	32.69
728483	Maintenance	Paid by Check #46481		03/07/2024	04/05/2024	04/05/2024		04/05/2024	29.70
728503	Maintenance	Paid by Check #46481		03/07/2024	04/05/2024	04/05/2024		04/05/2024	58.52
728848	Maintenance	Paid by Check #46481		03/08/2024	04/05/2024	04/05/2024		04/05/2024	21.05
728856	Maintenance	Paid by Check #46481		03/08/2024	04/05/2024	04/05/2024		04/05/2024	50.36



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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
728940	Maintenance	Paid by Check #46481		03/08/2024	04/05/2024	04/05/2024		04/05/2024	5.21
728956	Maintenance	Paid by Check #46481		03/08/2024	04/05/2024	04/05/2024		04/05/2024	33.73
729014	Maintenance	Paid by Check #46481		03/08/2024	04/05/2024	04/05/2024		04/05/2024	11.62
729293	Maintenance	Paid by Check #46481		03/09/2024	04/05/2024	04/05/2024		04/05/2024	29.73
729436	Maintenance	Paid by Check #46481		03/09/2024	04/05/2024	04/05/2024		04/05/2024	8.19
729963	Maintenance	Paid by Check #46481		03/11/2024	04/05/2024	04/05/2024		04/05/2024	69.31
730157	Maintenance	Paid by Check #46481		03/11/2024	04/05/2024	04/05/2024		04/05/2024	31.61
730466	Maintenance	Paid by Check #46481		03/12/2024	04/05/2024	04/05/2024		04/05/2024	30.26
730467	Maintenance	Paid by Check #46481		03/12/2024	04/05/2024	04/05/2024		04/05/2024	74.30
730493	Maintenance	Paid by Check #46481		03/12/2024	04/05/2024	04/05/2024		04/05/2024	18.34
730500	Maintenance	Paid by Check #46481		03/12/2024	04/05/2024	04/05/2024		04/05/2024	75.91
730989	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	33.19
730990	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	15.45
730993	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	10.20
731014	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	27.33
731026	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	277.74
731027	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	10.76
731062	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	69.68
731104	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	88.46
731135	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	9.75
731232	Maintenance	Paid by Check #46481		03/13/2024	04/05/2024	04/05/2024		04/05/2024	15.52
731473	Maintenance	Paid by Check #46481		03/14/2024	04/05/2024	04/05/2024		04/05/2024	82.99
731482	Maintenance	Paid by Check #46481		03/14/2024	04/05/2024	04/05/2024		04/05/2024	93.17
731544	Maintenance	Paid by Check #46481		03/14/2024	04/05/2024	04/05/2024		04/05/2024	88.94
731657	Maintenance	Paid by Check #46481		03/14/2024	04/05/2024	04/05/2024		04/05/2024	12.56
731720	Maintenance	Paid by Check #46481		03/14/2024	04/05/2024	04/05/2024		04/05/2024	13.07
731724	Maintenance	Paid by Check #46481		03/14/2024	04/05/2024	04/05/2024		04/05/2024	63.83
731929	Maintenance	Paid by Check #46481		03/15/2024	04/05/2024	04/05/2024		04/05/2024	61.60
731930	Maintenance	Paid by Check #46481		03/15/2024	04/05/2024	04/05/2024		04/05/2024	71.20
731943	Maintenance	Paid by Check #46481		03/15/2024	04/05/2024	04/05/2024		04/05/2024	604.44
732029	Maintenance	Paid by Check #46481		03/15/2024	04/05/2024	04/05/2024		04/05/2024	50.26
732124	Maintenance	Paid by Check #46481		03/15/2024	04/05/2024	04/05/2024		04/05/2024	68.34
732189	Maintenance	Paid by Check #46481		03/15/2024	04/05/2024	04/05/2024		04/05/2024	68.19
732190	Maintenance	Paid by Check #46481		03/15/2024	04/05/2024	04/05/2024		04/05/2024	35.14
732329	Maintenance	Paid by Check #46481		03/16/2024	04/05/2024	04/05/2024		04/05/2024	57.30
733125	Maintenance	Paid by Check #46481		03/18/2024	04/05/2024	04/05/2024		04/05/2024	82.99
733651	Maintenance	Paid by Check #46481		03/19/2024	04/05/2024	04/05/2024		04/05/2024	18.45
733656	Maintenance	Paid by Check #46481		03/19/2024	04/05/2024	04/05/2024		04/05/2024	41.54
733785	Maintenance	Paid by Check #46481		03/19/2024	04/05/2024	04/05/2024		04/05/2024	11.01
733904	Maintenance	Paid by Check #46481		03/19/2024	04/05/2024	04/05/2024		04/05/2024	11.70
733915	Maintenance	Paid by Check #46481		03/19/2024	04/05/2024	04/05/2024		04/05/2024	169.78
733943	Maintenance	Paid by Check #46481		03/19/2024	04/05/2024	04/05/2024		04/05/2024	36.70



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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
734226	Maintenance	Paid by Check #46481		03/20/2024	04/05/2024	04/05/2024		04/05/2024	7.55
734277	Maintenance	Paid by Check #46481		03/20/2024	04/05/2024	04/05/2024		04/05/2024	29.28
734366	Maintenance	Paid by Check #46481		03/20/2024	04/05/2024	04/05/2024		04/05/2024	176.71
734661	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	17.47
734760	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	250.18
734831	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	6.73
734839	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	4.38
734861	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	9.12
734871	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	10.83
734972	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	16.67
735028	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	45.83
735032	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	(45.83)
735033	Maintenance	Paid by Check #46481		03/21/2024	04/05/2024	04/05/2024		04/05/2024	36.17
735184	Maintenance	Paid by Check #46481		03/22/2024	04/05/2024	04/05/2024		04/05/2024	80.53
735228	Maintenance	Paid by Check #46481		03/22/2024	04/05/2024	04/05/2024		04/05/2024	6.82
735246	Maintenance	Paid by Check #46481		03/22/2024	04/05/2024	04/05/2024		04/05/2024	5.26
735255	Maintenance	Paid by Check #46481		03/22/2024	04/05/2024	04/05/2024		04/05/2024	62.56
735389	Maintenance	Paid by Check #46481		03/22/2024	04/05/2024	04/05/2024		04/05/2024	26.15
735468	Maintenance	Paid by Check #46481		03/22/2024	04/05/2024	04/05/2024		04/05/2024	5.26
735490	Maintenance	Paid by Check #46481		03/22/2024	04/05/2024	04/05/2024		04/05/2024	40.58
735796	Maintenance	Paid by Check #46481		03/23/2024	04/05/2024	04/05/2024		04/05/2024	12.56
736298	Maintenance	Paid by Check #46481		03/25/2024	04/05/2024	04/05/2024		04/05/2024	63.74
736552	Maintenance	Paid by Check #46481		03/25/2024	04/05/2024	04/05/2024		04/05/2024	3.87
736657	Maintenance	Paid by Check #46481		03/25/2024	04/05/2024	04/05/2024		04/05/2024	203.16
736813	Maintenance	Paid by Check #46481		03/26/2024	04/05/2024	04/05/2024		04/05/2024	27.60
736943	Maintenance	Paid by Check #46481		03/26/2024	04/05/2024	04/05/2024		04/05/2024	26.52
736972	Maintenance	Paid by Check #46481		03/26/2024	04/05/2024	04/05/2024		04/05/2024	14.24
736973	Maintenance	Paid by Check #46481		03/26/2024	04/05/2024	04/05/2024		04/05/2024	(6.62)
737008	Maintenance	Paid by Check #46481		03/26/2024	04/05/2024	04/05/2024		04/05/2024	49.79
737221	Maintenance	Paid by Check #46481		03/27/2024	04/05/2024	04/05/2024		04/05/2024	(119.11)
737222	Maintenance	Paid by Check #46481		03/27/2024	04/05/2024	04/05/2024		04/05/2024	136.69
737323	Maintenance	Paid by Check #46481		03/27/2024	04/05/2024	04/05/2024		04/05/2024	11.11
737467	Maintenance	Paid by Check #46481		03/27/2024	04/05/2024	04/05/2024		04/05/2024	46.67
737779	Maintenance	Paid by Check #46481		03/28/2024	04/05/2024	04/05/2024		04/05/2024	83.09
737882	Maintenance	Paid by Check #46481		03/28/2024	04/05/2024	04/05/2024		04/05/2024	23.52
738193	Maintenance	Paid by Check #46481		03/29/2024	04/05/2024	04/05/2024		04/05/2024	76.04
738215	Maintenance	Paid by Check #46481		03/29/2024	04/05/2024	04/05/2024		04/05/2024	10.45
738306	Maintenance	Paid by Check #46481		03/29/2024	04/05/2024	04/05/2024		04/05/2024	40.17
Vendor 4 - Dinuba Lumber Company Totals				Invoices			108		\$5,364.17
Vendor 309 - Elbert Distributing									
24098000	elbert distributing inventory	Paid by Check #46482		03/27/2024	04/05/2024	04/05/2024		04/05/2024	340.34
Vendor 309 - Elbert Distributing Totals				Invoices			1		\$340.34



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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
<b>Vendor 16 - Ernest Packaging Solutions</b>									
90920737	FY23/24-Parks-Parks operating/cleaning supplies	Paid by Check #46483		03/22/2024	04/05/2024	04/05/2024	03/27/2024	04/05/2024	1,542.47
Vendor 16 - Ernest Packaging Solutions Totals							Invoices	1	\$1,542.47
<b>Vendor 235 - Ferguson Enterprises, LLC</b>									
1803743-1	Ferguson meter sales	Paid by Check #46484		03/13/2024	04/05/2024	04/05/2024		04/05/2024	4,726.26
1803743-2	ferguson meter sales	Paid by Check #46484		03/21/2024	04/05/2024	04/05/2024		04/05/2024	8,042.02
Vendor 235 - Ferguson Enterprises, LLC Totals							Invoices	2	\$12,768.28
<b>Vendor 588 - Lorena Gamboa</b>									
2024 LAS VEGAS R	Reimb ABC 360 Amb Billing Conf 03/19/24-03/21/24 Misc Expenses	Paid by Check #46485		03/28/2024	04/05/2024	04/05/2024		04/05/2024	221.44
Vendor 588 - Lorena Gamboa Totals							Invoices	1	\$221.44
<b>Vendor 712 - GLS US</b>									
5253247	gls supplies	Paid by Check #46486		03/17/2024	04/05/2024	04/05/2024		04/05/2024	39.59
Vendor 712 - GLS US Totals							Invoices	1	\$39.59
<b>Vendor 68 - Grainger Inc.</b>									
9893301169	grainger cordless tri pod light	Paid by Check #46487		11/03/2023	04/05/2024	04/05/2024		04/05/2024	1,301.71
Vendor 68 - Grainger Inc. Totals							Invoices	1	\$1,301.71
<b>Vendor 174 - Howard's Pest Control</b>									
121578	Howards monthly service	Paid by Check #46488		04/01/2024	04/05/2024	04/05/2024		04/05/2024	55.00
121587	FY23/24-Sportsplex- Pest control service - April	Paid by Check #46488		04/01/2024	04/05/2024	04/05/2024	04/01/2024	04/05/2024	117.00
121600	howard monthly payment	Paid by Check #46488		04/01/2024	04/05/2024	04/05/2024		04/05/2024	135.00
121602	FY23/24-Parks-Pest control services-KC Park-April	Paid by Check #46488		04/01/2024	04/05/2024	04/05/2024	04/01/2024	04/05/2024	46.00
Vendor 174 - Howard's Pest Control Totals							Invoices	4	\$353.00
<b>Vendor 1718 - JCL Company, LLC</b>									
03262412748	JCL safety goggles, right tool	Paid by Check #46489		03/26/2024	04/05/2024	04/05/2024		04/05/2024	90.06
Vendor 1718 - JCL Company, LLC Totals							Invoices	1	\$90.06
<b>Vendor 1747 - KRC Safety Co Inc</b>									
63190	krc street name sign	Paid by Check #46490		03/25/2024	04/05/2024	04/05/2024		04/05/2024	477.82
63197	KRC Asphalt & State Law Stop fir pedestrian	Paid by Check #46490		03/26/2024	04/05/2024	04/05/2024		04/05/2024	7,166.40
Vendor 1747 - KRC Safety Co Inc Totals							Invoices	2	\$7,644.22
<b>Vendor 449 - Les Schwab Tire Centers of Central California</b>									
55100335201	les schwab pd-51	Paid by Check #46491		03/27/2024	04/05/2024	04/05/2024		04/05/2024	845.19
Vendor 449 - Les Schwab Tire Centers of Central California Totals							Invoices	1	\$845.19
<b>Vendor 1522 - Momentum Broadcasting, LP</b>									
20416-1	FY23/24-Special Events-2024 BBQ Fest-Radio Ads-KJUG Country	Paid by Check #46492		03/17/2024	04/05/2024	04/05/2024	03/27/2024	04/05/2024	1,424.00
20575-1	FY23/24-Special Events-2024 BBQ Fest-Radio Ads-99.7 Classic Rock	Paid by Check #46492		03/17/2024	04/05/2024	04/05/2024	03/27/2024	04/05/2024	826.00
Vendor 1522 - Momentum Broadcasting, LP Totals							Invoices	2	\$2,250.00



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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 <b>589 - Rosa Montanez</b>									
APRIL 2024	Anthem Reimb 04/01/2024-04/30/2024	Paid by Check #46493		03/25/2024	04/05/2024	04/05/2024		04/05/2024	319.68
Vendor <b>589 - Rosa Montanez</b> Totals							Invoices	1	\$319.68
Vendor <b>22 - Moore Twining Associates Inc.</b>									
4137745	moore industrial	Paid by Check #46494		03/18/2024	04/05/2024	04/05/2024		04/05/2024	163.00
4138091	moore industrial	Paid by Check #46494		03/27/2024	04/05/2024	04/05/2024		04/05/2024	88.00
4138189	moore industrial	Paid by Check #46494		03/28/2024	04/05/2024	04/05/2024		04/05/2024	88.00
Vendor <b>22 - Moore Twining Associates Inc.</b> Totals							Invoices	3	\$339.00
Vendor <b>1570 - Mountain Valley Environmental Services, Inc.</b>									
5109	Mountain Valley City of Dinuba Chief Plant Operator	Paid by Check #46495		04/01/2024	04/05/2024	04/05/2024		04/05/2024	4,871.70
Vendor <b>1570 - Mountain Valley Environmental Services, Inc.</b> Totals							Invoices	1	\$4,871.70
Vendor <b>884 - Napa Auto Parts</b>									
91926	Vehicles	Paid by Check #46496		03/01/2024	04/05/2024	04/05/2024		04/05/2024	14.64
92001	Vehicles	Paid by Check #46496		03/02/2024	04/05/2024	04/05/2024		04/05/2024	(137.42)
92003	Vehicles	Paid by Check #46496		03/04/2024	04/05/2024	04/05/2024		04/05/2024	448.40
92044	Vehicles	Paid by Check #46496		03/04/2024	04/05/2024	04/05/2024		04/05/2024	135.38
92089	Vehicles	Paid by Check #46496		03/05/2024	04/05/2024	04/05/2024		04/05/2024	416.33
92160	Vehicles	Paid by Check #46496		03/06/2024	04/05/2024	04/05/2024		04/05/2024	100.80
92179	Vehicles	Paid by Check #46496		03/07/2024	04/05/2024	04/05/2024		04/05/2024	74.72
92204	Vehicles	Paid by Check #46496		03/07/2024	04/05/2024	04/05/2024		04/05/2024	10.71
92207	Vehicles	Paid by Check #46496		03/07/2024	04/05/2024	04/05/2024		04/05/2024	1,002.46
92334	Vehicles	Paid by Check #46496		03/11/2024	04/05/2024	04/05/2024		04/05/2024	31.03
92345	Vehicles	Paid by Check #46496		03/11/2024	04/05/2024	04/05/2024		04/05/2024	44.51
92418	Vehicles	Paid by Check #46496		03/12/2024	04/05/2024	04/05/2024		04/05/2024	139.14
92528	Vehicles	Paid by Check #46496		03/14/2024	04/05/2024	04/05/2024		04/05/2024	62.06
92546	Vehicles	Paid by Check #46496		03/14/2024	04/05/2024	04/05/2024		04/05/2024	293.29
92619	Vehicles	Paid by Check #46496		03/15/2024	04/05/2024	04/05/2024		04/05/2024	54.16
92679	Vehicles	Paid by Check #46496		03/18/2024	04/05/2024	04/05/2024		04/05/2024	55.10
92862	Vehicles	Paid by Check #46496		03/20/2024	04/05/2024	04/05/2024		04/05/2024	76.67
92916	Vehicles	Paid by Check #46496		03/21/2024	04/05/2024	04/05/2024		04/05/2024	42.30
92967	Vehicles	Paid by Check #46496		03/22/2024	04/05/2024	04/05/2024		04/05/2024	26.03
92979	Vehicles	Paid by Check #46496		03/22/2024	04/05/2024	04/05/2024		04/05/2024	25.76
93150	Vehicles	Paid by Check #46496		03/26/2024	04/05/2024	04/05/2024		04/05/2024	76.69
93183	Vehicles	Paid by Check #46496		03/26/2024	04/05/2024	04/05/2024		04/05/2024	42.28
93311	Vehicles	Paid by Check #46496		03/28/2024	04/05/2024	04/05/2024		04/05/2024	184.30
Vendor <b>884 - Napa Auto Parts</b> Totals							Invoices	23	\$3,219.34
Vendor <b>392 - O'Reilly Auto Parts</b>									
3641-181007	Vehicles	Paid by Check #46497		02/29/2024	04/05/2024	04/05/2024		04/05/2024	27.72
3641-181085	Vehicles	Paid by Check #46497		02/29/2024	04/05/2024	04/05/2024		04/05/2024	(91.40)
3641-181241	Vehicles	Paid by Check #46497		03/01/2024	04/05/2024	04/05/2024		04/05/2024	4.88



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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
3641-181733	Vehicles	Paid by Check #46497		03/04/2024	04/05/2024	04/05/2024		04/05/2024	41.48
3641-181832	Vehicles	Paid by Check #46497		03/04/2024	04/05/2024	04/05/2024		04/05/2024	31.20
3641-182183	Vehicles	Paid by Check #46497		03/06/2024	04/05/2024	04/05/2024		04/05/2024	175.70
3641-182319	Vehicles	Paid by Check #46497		03/07/2024	04/05/2024	04/05/2024		04/05/2024	70.09
3641-182366	Vehicles	Paid by Check #46497		03/07/2024	04/05/2024	04/05/2024		04/05/2024	51.66
3641-182445	Vehicles	Paid by Check #46497		03/08/2024	04/05/2024	04/05/2024		04/05/2024	53.09
3641-182590	Vehicles	Paid by Check #46497		03/08/2024	04/05/2024	04/05/2024		04/05/2024	(337.54)
3641-183071	Vehicles	Paid by Check #46497		03/11/2024	04/05/2024	04/05/2024		04/05/2024	63.21
3641-183073	Vehicles	Paid by Check #46497		03/11/2024	04/05/2024	04/05/2024		04/05/2024	149.33
3641-183092	Vehicles	Paid by Check #46497		03/11/2024	04/05/2024	04/05/2024		04/05/2024	60.93
3641-183093	Vehicles	Paid by Check #46497		03/11/2024	04/05/2024	04/05/2024		04/05/2024	34.23
3641-183108	Vehicles	Paid by Check #46497		03/11/2024	04/05/2024	04/05/2024		04/05/2024	152.37
3641-183123	Vehicles	Paid by Check #46497		03/11/2024	04/05/2024	04/05/2024		04/05/2024	22.28
3641-183163	Vehicles	Paid by Check #46497		03/11/2024	04/05/2024	04/05/2024		04/05/2024	355.48
3641-183321	Vehicles	Paid by Check #46497		03/12/2024	04/05/2024	04/05/2024		04/05/2024	52.96
3641-183324	Vehicles	Paid by Check #46497		03/12/2024	04/05/2024	04/05/2024		04/05/2024	15.61
3641-183326	Vehicles	Paid by Check #46497		03/12/2024	04/05/2024	04/05/2024		04/05/2024	70.53
3641-183671	Vehicles	Paid by Check #46497		03/14/2024	04/05/2024	04/05/2024		04/05/2024	41.48
3641-183672	Vehicles	Paid by Check #46497		03/14/2024	04/05/2024	04/05/2024		04/05/2024	80.83
3641-183766	Vehicles	Paid by Check #46497		03/14/2024	04/05/2024	04/05/2024		04/05/2024	30.71
3641-183887	Vehicles	Paid by Check #46497		03/15/2024	04/05/2024	04/05/2024		04/05/2024	67.41
3641-186008	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	38.70
3641-186009	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	38.70
3641-186011	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	51.53
3641-186014	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	98.66
3641-186037	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	45.44
3641-186050	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	215.02
3641-186088	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	(33.47)
3641-186092	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	(60.93)
3641-186111	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	(149.33)
3641-186112	Vehicles	Paid by Check #46497		03/25/2024	04/05/2024	04/05/2024		04/05/2024	114.33
3641-186207	Supplies	Paid by Check #46497		03/26/2024	04/05/2024	04/05/2024		04/05/2024	60.67
3641-186282	Vehicles	Paid by Check #46497		03/26/2024	04/05/2024	04/05/2024		04/05/2024	40.64
3641-186391	Vehicles	Paid by Check #46497		03/27/2024	04/05/2024	04/05/2024		04/05/2024	51.66
3641-186392	Vehicles	Paid by Check #46497		03/27/2024	04/05/2024	04/05/2024		04/05/2024	51.66
3641-186649	Vehicles	Paid by Check #46497		03/28/2024	04/05/2024	04/05/2024		04/05/2024	48.65
Vendor 392 - O'Reilly Auto Parts Totals						Invoices	39		\$1,836.17
Vendor 142 - Office Depot BSD									
357420525001	HR Office Supplies	Paid by Check #46498		03/13/2024	04/05/2024	04/05/2024		04/05/2024	(73.18)
358896469001	OFFICE SUPPLIES	Paid by Check #46498		03/19/2024	04/05/2024	04/05/2024		04/05/2024	8.30
358896634001	OFFICE DEPOT	Paid by Check #46498		03/19/2024	04/05/2024	04/05/2024		04/05/2024	338.64
Vendor 142 - Office Depot BSD Totals						Invoices	3		\$273.76



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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 <b>76 - Pacific Gas &amp; Electric</b>									
2946520700803/24	L & L 02/09/24-03/11/24	Paid by Check #46499		03/12/2024	04/05/2024	04/05/2024		04/05/2024	152.47
1561888272203/24	PW 02/13/24-03/13/24	Paid by Check #46503		03/14/2024	04/05/2024	04/05/2024		04/05/2024	145.04
0915078178003/24	PW 02/15/24-03/15/24	Paid by Check #46502		03/15/2024	04/05/2024	04/05/2024		04/05/2024	1,965.25
3380779542303/24	2007 N CRAWFORD AVE 02/12/24-03/12/24	Paid by Check #46505		03/15/2024	04/05/2024	04/05/2024		04/05/2024	666.48
7232679737903/24	PW 02/15/24-03/15/24	Paid by Check #46508		03/15/2024	04/05/2024	04/05/2024		04/05/2024	18,506.90
9179222553303/24	PW 02/15/24-03/15/24	Paid by Check #46510		03/15/2024	04/05/2024	04/05/2024		04/05/2024	1,092.74
9548749847903/24	ALTA & NEBRASKA AVE 02/13/24 -03/13/24	Paid by Check #46511		03/18/2024	04/05/2024	04/05/2024		04/05/2024	112.93
3166578419003/24	3007 W KAMM AVE 02/16/24- 03/18/24	Paid by Check #46504		03/19/2024	04/05/2024	04/05/2024		04/05/2024	83.92
6402990649803/24	PD 6675 Ave 412 02/16/24- 03/18/24	Paid by Check #46501		03/19/2024	04/05/2024	04/05/2024		04/05/2024	10.51
8866956432503/24	NW SE SW 18 16 24 02/16/24- 03/18/24	Paid by Check #46509		03/19/2024	04/05/2024	04/05/2024		04/05/2024	34.06
5949665550303/24	6675 AVE 412 02/16/24-03/18/24	Paid by Check #46506		03/20/2024	04/05/2024	04/05/2024		04/05/2024	26.28
6744215678103/24	6675 AVE 412 02/16/24-03/18/24	Paid by Check #46507		03/20/2024	04/05/2024	04/05/2024		04/05/2024	6,010.82
5022214690903/24	L & L PARKSIDE VILLAGE PHASE I 02/09/24-03/11/24	Paid by Check #46500		03/21/2024	04/05/2024	04/05/2024		04/05/2024	274.38
0375636985003/24	N/E RD 76 & AVE 416 02/24/24- 03/25/24	Paid by Check #46512		03/26/2024	04/05/2024	04/05/2024		04/05/2024	122.19
3120184832703/24	7387 W SIERRA WAY AVE 02/23/24-03/24/24	Paid by Check #46515		03/26/2024	04/05/2024	04/05/2024		04/05/2024	19,996.29
8218800681903/24	2099 W SIERRA WAY B 02/23/24 -03/24/24	Paid by Check #46518		03/26/2024	04/05/2024	04/05/2024		04/05/2024	2,004.73
0418167531703/24	RD 72 & W SIERRA WAY 02/27/24-03/26/24	Paid by Check #46513		03/27/2024	04/05/2024	04/05/2024		04/05/2024	626.69
0584832101303/24	NE CRAWFORD & GERALD 02/27/24-03/26/24	Paid by Check #46514		03/27/2024	04/05/2024	04/05/2024		04/05/2024	177.96
3230483783703/24	S/E COR HAYES & GERALD 02/27/24-03/26/24	Paid by Check #46516		03/27/2024	04/05/2024	04/05/2024		04/05/2024	9.53
4592247189603/24	111 N HAYES AVE 02/27/24- 03/26/24	Paid by Check #46517		03/27/2024	04/05/2024	04/05/2024		04/05/2024	36.60
8376497226703/24	S/E COR NEWTON & DAVIS 02/27/24-03/26/24	Paid by Check #46519		03/27/2024	04/05/2024	04/05/2024		04/05/2024	167.78
8968787345803/24	651 W SAGINAW AVE 02/27/24- 03/26/24	Paid by Check #46520		03/27/2024	04/05/2024	04/05/2024		04/05/2024	256.20
9492174922503/24	1315 N EUCLID AVE 02/27/24- 03/26/24	Paid by Check #46521		03/27/2024	04/05/2024	04/05/2024		04/05/2024	9.53
Vendor <b>76 - Pacific Gas &amp; Electric</b> Totals						Invoices	23		\$52,489.28
Vendor <b>611 - Michelle Pattillo</b>									
AFSS 2024	Per Diem	Paid by Check #46522		04/02/2024	04/05/2024	04/05/2024		04/05/2024	142.00
Vendor <b>611 - Michelle Pattillo</b> Totals						Invoices	1		\$142.00
Vendor <b>207 - Polydene Inc.</b>									



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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
1814821	Polydyne Dinuba WWRP	Paid by Check #46523		03/05/2024	04/05/2024	04/05/2024			10,073.34
Vendor 688 - Rogelio Ramirez		Vendor 207 - Polydene Inc. Totals				Invoices	1		\$10,073.34
MARCH 2024	Anthem Reimb 03/01/2024-03/31/2024	Paid by Check #46524		03/28/2024	04/05/2024	04/05/2024		04/05/2024	359.59
Vendor 1099 - Ramirez Mobile Car Wash Inc.		Vendor 688 - Rogelio Ramirez Totals				Invoices	1		\$359.59
001	PD - Full Detail - Unit #15 & U#17	Paid by Check #46525		03/22/2024	04/05/2024	04/05/2024		04/05/2024	1,500.00
Vendor 1099 - Ramirez Mobile Car Wash Inc. Totals		Vendor 1099 - Ramirez Mobile Car Wash Inc. Totals				Invoices	1		\$1,500.00
2797	ortega concrete demo haul 888 North Ridge	Paid by Check #46526		04/01/2024	04/05/2024	04/05/2024		04/05/2024	3,850.00
Vendor 221 - Rene G. Ortega Concrete		Vendor 221 - Rene G. Ortega Concrete Totals				Invoices	1		\$3,850.00
2206798	PD - Dog Kennels Pest Control Service	Paid by Check #46527		03/25/2024	04/05/2024	04/05/2024		04/05/2024	48.00
Vendor 349 - RES COM Pest Control		Vendor 349 - RES COM Pest Control Totals				Invoices	1		\$48.00
179632	rodeo boots Gonzalo 2nd pair	Paid by Check #46528		02/10/2024	04/05/2024	04/05/2024		04/05/2024	150.00
Vendor 1677 - Rodeo Wild West		Vendor 1677 - Rodeo Wild West Totals				Invoices	1		\$150.00
DIN21SL3/11/2024	loan #15136 Johnny Hernandez, Sewer Later DIN21SL	Paid by Check #46529		03/11/2024	04/05/2024	04/05/2024		04/05/2024	9,619.03
Vendor 46 - Self Help Enterprises		Vendor 46 - Self Help Enterprises Totals				Invoices	1		\$9,619.03
8006539623	PD - Shred Service	Paid by Check #46530		03/18/2024	04/05/2024	04/05/2024		04/05/2024	150.14
Vendor 957 - Shred-It USA LLC		Vendor 957 - Shred-It USA LLC Totals				Invoices	1		\$150.14
5080520 032824	PD - Water Cooler Service	Paid by Check #46531		03/28/2024	04/05/2024	04/05/2024		04/05/2024	178.75
Vendor 431 - Sparkletts		Vendor 431 - Sparkletts Totals				Invoices	1		\$178.75
22924	Dinuba Golf Course, remove and replace black chain post & chain	Paid by Check #46532		03/18/2024	04/05/2024	04/05/2024		04/05/2024	1,200.00
Vendor 835 - Spence Fence Company Enterprise		Vendor 835 - Spence Fence Company Enterprise Totals				Invoices	1		\$1,200.00
04011746	statewide City of Dinuba Yard	Paid by Check #46533		03/18/2024	04/05/2024	04/05/2024		04/05/2024	450.00
Vendor 1081 - Statewide Traffic Safety and Signs Inc.		Vendor 1081 - Statewide Traffic Safety and Signs Inc. Totals				Invoices	1		\$450.00
8006537155	April 2024	Paid by Check #46534		03/18/2024	04/05/2024	04/05/2024		04/05/2024	156.34
Vendor 214 - Stericycle, Inc.		Vendor 214 - Stericycle, Inc. Totals				Invoices	1		\$156.34
18410	bogies homa pump model	Paid by Check #46535		03/25/2024	04/05/2024	04/05/2024		04/05/2024	10,361.42
Vendor 1814 - Thomas and Associates DBA Bogie's Pump System		Vendor 1814 - Thomas and Associates DBA Bogie's Pump System Totals				Invoices	1		\$10,361.42



# Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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 1814 - Thomas and Associates DBA Bogie's Pump System Totals									Invoices 1 \$10,361.42
Vendor 49 - Tulare County									
IN0214350-B	FY23/24-Special events- Food permits-addtl fees-2024 BBQ Fest	Paid by Check #46536		03/05/2024	04/05/2024	04/05/2024	03/28/2024	04/05/2024	152.00
20477	tco engraving name plates	Paid by Check #46537		03/22/2024	04/05/2024	04/05/2024		04/05/2024	58.59
20487	PD - Retirement Plaque / Reynaldo Vela	Paid by Check #46537		03/28/2024	04/05/2024	04/05/2024		04/05/2024	67.27
SHSGP2021	PD - FY 2021 Homeland Security - Grant Reimbursement	Paid by Check #46538		04/01/2024	04/05/2024	04/05/2024		04/05/2024	1,183.09
Vendor 49 - Tulare County Totals									Invoices 4 \$1,460.95
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
24-04-07	March 2024	Paid by Check #46539		04/01/2024	04/05/2024	04/05/2024		04/05/2024	6,881.60
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals									Invoices 1 \$6,881.60
Vendor 273 - US Bank									
8693601312404	FY23/24-Parks-Fuel Charges-CNG- Jan 2024	Paid by Check #46541		01/24/2024	04/05/2024	04/05/2024	03/28/2024	04/05/2024	133.69
8693601312408	FY23/24-Parks-Fuel Charges-CNG- Feb 2024	Paid by Check #46540		02/24/2024	04/05/2024	04/05/2024	03/28/2024	04/05/2024	237.17
525581260	Copier Lease 03/20/2024 - 04/20/2024	Paid by Check #46542		03/27/2024	04/05/2024	04/05/2024		04/05/2024	3,177.38
Vendor 273 - US Bank Totals									Invoices 3 \$3,548.24
Vendor 1434 - Vast Networks									
52889	04/01/2024-04/30/2024 internet	Paid by Check #46543		04/01/2024	04/05/2024	04/05/2024		04/05/2024	4,632.29
Vendor 1434 - Vast Networks Totals									Invoices 1 \$4,632.29
Vendor 354 - Verizon Wireless									
9959170955	verizon admin	Paid by Check #46545		03/14/2024	04/05/2024	04/05/2024		04/05/2024	216.48
9959170956	FY23/24-Multiple divisions - cell phone service fees	Paid by Check #46544		03/14/2024	04/05/2024	04/05/2024	03/26/2024	04/05/2024	1,072.41
9959170958	Administration 02/15/24-03/14/24	Paid by Check #46546		03/14/2024	04/05/2024	04/05/2024		04/05/2024	180.80
Vendor 354 - Verizon Wireless Totals									Invoices 3 \$1,469.69
Vendor 2062 - W & E Electric									
2402008	Country Club Pamela Ponding Basing	Paid by Check #46547		02/01/2024	04/05/2024	04/05/2024		04/05/2024	225.00
2402009	Country Club Pamela Ponding Basing	Paid by Check #46547		02/02/2024	04/05/2024	04/05/2024		04/05/2024	150.00
2402057	Country Club Pamela Ponding Basing	Paid by Check #46547		02/14/2024	04/05/2024	04/05/2024		04/05/2024	150.00
Vendor 2062 - W & E Electric Totals									Invoices 3 \$525.00
Vendor 1280 - Willdan Engineering									
00338803	willdan building plan checks	Paid by Check #46548		03/29/2024	04/05/2024	04/05/2024		04/05/2024	165.00
Vendor 1280 - Willdan Engineering Totals									Invoices 1 \$165.00
Vendor 1382 - XiO, Inc.									
2022-13063	XiO monthly monitoring	Paid by Check #46549		04/01/2024	04/05/2024	04/05/2024		04/05/2024	476.00
Vendor 1382 - XiO, Inc. Totals									Invoices 1 \$476.00



Accounts Payable Invoice Report

Payment Date Range 03/30/24 - 04/05/24  
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 <b>1313 - Yepez Plumbing</b>									
09319	yepez main sewer was broken	Paid by Check #46550		03/21/2024	04/05/2024	04/05/2024		04/05/2024	2,696.21
		Vendor <b>1313 - Yepez Plumbing</b> Totals				Invoices	1		\$2,696.21
Vendor <b>Consuelo Carrasco</b>									
TNR2024-2	Trap & Release Program	Paid by Check #46551		03/27/2024	04/05/2024	04/05/2024		04/05/2024	50.00
		Vendor <b>Consuelo Carrasco</b> Totals				Invoices	1		\$50.00
Vendor <b>Rhonda DeLeon</b>									
23-3224	Overpayment Run #23-3224	Paid by Check #46552		04/01/2024	04/05/2024	04/05/2024		04/05/2024	100.00
		Vendor <b>Rhonda DeLeon</b> Totals				Invoices	1		\$100.00
Vendor <b>Western Growers Assurance Trust</b>									
23-4219	Refunding duplicate payment Run 23-4219	Paid by Check #46553		04/02/2024	04/05/2024	04/05/2024		04/05/2024	2,057.00
		Vendor <b>Western Growers Assurance Trust</b> Totals				Invoices	1		\$2,057.00
		Grand Totals				Invoices	289		\$425,912.00



## City Council Staff Report

Department: Planning and Development

April 9, 2024

**To:** Mayor and City Council

**From:** Karl Schoettler, City Planning Consultant

**Subject:** Zoning Ordinance Amendment 2024-02: New zoning chapters on "Permitted Uses in Commercial Zones" and "Special Uses" (KSch)

### RECOMMENDATION

Council introduce and conduct the first reading, waive reading in full, of the Ordinance No. 2024-02 amending text of Title 17 (Zoning) to adopt a new chapter on "Permitted Uses in Commercial Zones" and a new chapter on "Special Uses".

### EXECUTIVE SUMMARY

Two chapters of the updated Zoning Ordinance are presented for adoption – "Permitted Uses in Commercial Zones" and "Special Uses". These are the first two chapters of the comprehensive zoning ordinance update currently being prepared.

### OUTSTANDING ISSUES

None.

### DISCUSSION

Two chapters are presented for adoption (as part of the comprehensive zoning ordinance update): Chapter 17.48 (Permitted Uses in Commercial zones) and Chapter 17.45 (Special Uses). These chapters will establish what types of uses are permitted in Dinuba's five commercial zones and also establish special operating standards for certain "special uses" (such as adult entertainment businesses).

#### Permitted Uses in Commercial Zones

The purpose of the commercial land use chapter update is multi-fold:

1. To make the ordinance easier to understand and to use;
2. To eliminate outdated and unneeded uses;
3. To bring the ordinance into compliance with recent changes in State law and modern zoning and development practices; and
4. To continue to promote the creation of employment opportunities and sales tax generation in Dinuba.

#### Key Changes and Upgrades

A number of changes have been made to the existing chapter on permitted uses, including, but not limited to:

Similar uses have been grouped into similar categories. This helps the reader more-easily find uses (as opposed to the existing code where uses are listed alphabetically over fifteen pages!). These land use categories include:

- "Retail Stores and related uses";
- "Restaurants, cafes, eating and drinking establishments and related facilities";

- "Automotive and vehicular uses";
- "Offices and related uses";
- "Entertainment and Recreational facilities";
- "Personal Services";
- "Service Commercial, minor manufacturing, processing and related uses";
- "Public and Semi-Public Uses";
- "Educational facilities and schools";
- "Residential Uses";
- "Utilities and related activities"; and
- "Other Uses"

Some uses (from the existing ordinance) have been eliminated or combined.

Irrelevant uses (in the existing ordinance) have been eliminated, where appropriate.

Graphics have been added, to make the chapters more user-friendly and easier to navigate.

Acronyms have been provided (to tell the reader whether a use is permitted, and which permit type is required). For example, each use is either:

- "Permitted"
- "Permitted subject to a Conditional Use Permit"
- "Permitted by one of the foregoing permits and also subject to the special use standards in Chapter 17.48 (Special Uses)
- Not permitted.

With the updated list of commercial uses, staff believes the ordinance will be easier to use (especially for the public) and be more effective than the existing ordinance.

## **Special Uses Chapter**

The "Special Uses" chapter establishes standards for uses that may be unusual or have the potential for pronounced impacts on the surrounding neighborhood. Most of these are in the existing zoning ordinance but are scattered around the code and can be difficult to find. They are now grouped in a single chapter, for ease of use. Uses included in this chapter include:

- Home Occupations
- Mixed Uses
- Service Stations
- Temporary Uses
- Caretaker Facilities
- Modular Structures/Storage Containers
- Recycling/Buyback Centers
- Accessory Dwelling Units
- Sexually Oriented Businesses
- Outdoor Storage Yards
- Building height.
- Swimming Pools in Residential Zones
- Garage conversions
- Bed and Breakfast Facilities.
- Sight Distance
- Regulation of Adult Material
- Businesses Selling Alcoholic Beverages
- Wireless Communication Facilities
- Manufactured housing.
- Garage Sales
- Mobile Home Parks

Accessory Dwelling Unit standards

Due to recent State legislation, the City is required to replace its existing standards for Accessory Dwelling Units (ADU's) which are additional residential dwellings permitted on residentially-zoned lots. State law has reduced restrictions that cities can place on ADU's such as setbacks, parking and occupancy, among others.

At their public hearing on April 2, 2024, the Planning Commission voted to recommend adoption of the ADU ordinance, with the exception of the provision (required by State law) that requires cities to allow certain ADU's in front yards. The concern expressed by the Commission is primarily the negative visual impact that such an ADU can have on a neighborhood.

While staff is very sympathetic to this concern, once adopted, the City's ADU ordinance must be submitted to the State for review, and it is highly unlikely the State would sign off on the ordinance. The "good news" is that staff has witnessed few if any ADU's being built in front yards of valley cities since passage of the State's ADU laws.

**FISCAL IMPACT**

None.

**PUBLIC HEARING**

A public hearing notice was published for the Zoning Ordinance Amendment in the Mid Valley Times.

**ATTACHMENTS:**

Description  
[Ordinance 2024-02](#)

**ATTACHMENT “A”**

**DINUBA CITY COUNCIL  
ORDINANCE NO. 2024-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
DINUBA AMENDING THE TEXT OF THE MUNICIPAL CODE  
CONCERNING USES PERMITTED IN COMMERCIAL ZONES  
AND ALSO SPECIAL USES**

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

**SECTION 1: FINDINGS,**

- (a) The City of Dinuba administers a zoning ordinance that is intended to promote the harmonious development of various types of land uses in the City.
- (b) The ordinance includes a list of uses that are permitted in commercial zones.
- (c) It is in the City’s interest that the ordinance be easy to read, use and administer
- (d) The ordinance includes various “special uses” which are uses that have the potential to affect the surrounding neighborhood and currently these uses are scattered throughout the existing ordinance.
- (e) The action is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment, and since it can be seen with certainty that there is no possibility that this project may have a significant effect on the environment, the activity is not subject to CEQA. [Reference: State CEQA Guidelines sec. 15061(b)(3), General Rule Exemption]; and

**SECTION 2.** Amendments were made to create new chapters within Title 17 including Chapter 48 “Permitted uses in Commercial Zones” and Chapter 45 “Special Uses” (while corresponding chapters and subsections within the existing code are repealed) and these amendments are shown in Exhibit “A” and Exhibit “B” of this Ordinance.

**SECTION 3. SEVERABILITY.**

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

**SECTION 4.** The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed

ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

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

**SECTION 5.** The foregoing Ordinance No. 2024-02 introduced at a regular meeting of the City Council of the City of Dinuba on the 9th day of April, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

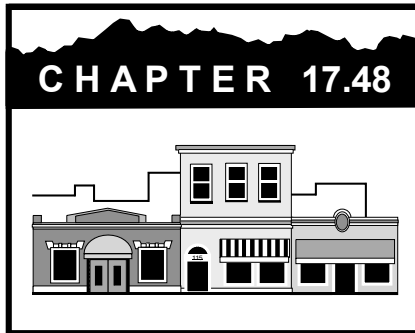
**ABSTAIN:**

\_\_\_\_\_  
**Maribel Reynosa, Mayor of the City of Dinuba**

**ATTEST:**

\_\_\_\_\_  
**Maria Alaniz, City Clerk**

## Exhibit 1



### Permitted Uses in Commercial Zones

#### Sections

<b>17.48.010</b>	<b>Purpose</b>
<b>17.48.020</b>	<b>Permitted Uses Table</b>

#### **17.33.010 Purpose.**

This chapter establishes Table 48-1 which contains the list of uses that are permitted in each commercial zone within the City of Dinuba. The intent is to ensure (to the degree practical) that commercial neighborhoods function in a harmonious manner and that uses with similar operating characteristics are reasonably grouped and do not conflict with one another or surrounding areas and zones.

#### **17.33.020 Permitted Uses Table**

Table 48-1 lists uses that are permitted in Dinuba's commercial zones. Permitted uses are listed in the left column and the City's commercial zones are listed across the top. To determine whether a particular use is permitted (and whether it is subject to any special requirements) each box is marked with one of the following:

- "P" Permitted
- "C" Permitted by Conditional Use Permit
- "(S)" Where the use is listed as permitted (or Conditionally Permitted) along with the letter "(S)", the use is permitted subject to special standards contained in Chapter 17.48
- A box in the table with no letter indicates that the use is not permitted in this zone.


Note: For projects involving new construction, Site Plan Review is required consistent with procedures in Chapter 17.80.020 A. (Administrative Site Plan Review).

Any use that is judged by the City Planner to be reasonably similar in nature to other permitted uses may be considered a permitted use. Further, any use judged by the City Planner to be reasonably similar in nature to a Conditionally Permitted use may be considered as such (permitted by Conditional Use Permit).


For ease of use, the uses in Table 48-1 are grouped into similar categories, as follows:


- A. Educational facilities and schools
- B. Automotive and vehicular uses
- C. Entertainment and Recreational facilities and uses
- D. Restaurants, cafes, eating and drinking establishments and related facilities
- E. Offices and related uses
- F. Personal Services
- G. Public and Semi-Public Uses
- H. Residential Uses
- I. Retail Stores and related uses
- J. Service Commercial, minor manufacturing, processing and related uses
- K. Utilities and related activities
- L. Other Uses

**Table 48-1: Permitted Uses in Commercial Zones**


 <b>Educational facilities and schools, including:</b>	<u><b>Zones</b></u>				
	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>	<b>PO</b>
Art and craft schools and colleges		P		P	
Beauty colleges		P	P	P	
Business, professional, and trade schools and colleges		P		P	
Day care centers (adults, up to 12 attendees)	P	P	P	P	P
Day care centers (adults, more than 12 attendees)	C	C	C	C	C
Day care centers (children, up to 14 attendees)	P	P	P	P	P
Day care centers (children, more than 14 attendees)	C	C	C	C	C


Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).

 <b>Educational facilities and schools, including:</b>	<b>Zones</b>				
	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>	<b>PO</b>
Music and dance studios		P		P	


 <b>Automotive and vehicular uses including vehicle sales, servicing repair and parts, etc., including:</b>	<b>Zones</b>				
	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>	<b>PO</b>
Automobile parts stores	P	P	P	P	
Automobile audio and security installations within an enclosed structure		P(S)		P(S)	
Automobile detailing, hand car wash within an enclosed building		P(S)		P(S)	
Automobile oil and lube shop		P	P	P	
Automobile repair, body and fender repair		P		P	
Automobile sales, new, including service and repair within an enclosed building		P	P	P	
Automobile sales, used, including service and repair within an enclosed building		P	P	P	
Automobile upholstery and top shops		P		P	
Boat sales and service				P	
Car wash (self-service)				P	
Car wash, including use of mechanical conveyors, blowers and steam cleaning			P	P	
Equipment rental yards				P	
Farm equipment sales and service				P	


Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).

 <b>Automotive and vehicular uses including vehicle sales, servicing repair and parts, etc., including:</b>	Zones				
	C-1	C-2	C-3	C-4	PO
Gasoline service stations, including dispensing of diesel and liquid petroleum gas fuels and complete truck service				P(S)	
Mobile home, recreational vehicle and trailer sales and servicing				P	
Motorcycle sales and service		P		P	
Muffler shop		P		P	
Rental equipment, including trailers, trucks and cars				P	
Service stations, gasoline sales and convenience store only		C(S)	C(S)	C(S)	
Tire shops, including rebuilding, recapping and retreading		P		P	

 <b>Entertainment and Recreational Facilities and Uses, including:</b>	Zones				
	C-1	C-2	C-3	C-4	PO
Adult bookstores and adult movie theaters as provided for in Title 17				C	
Arcades	P	P	P	P	
Bowling alleys		P	P	P	
Card rooms		C			
Dance halls		C		C	


Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).


 <b>Entertainment and Recreational Facilities and Uses, including:</b>	Zones				
	C-1	C-2	C-3	C-4	PO
Health clubs		P	P	P	
Pool and billiards, including in conjunction with a restaurant				C	
Shooting range, indoor				C	
Theaters and auditoriums		P	P	P	

 <b>Restaurants, cafes, eating and drinking establishments and related facilities where products are typically consumed onsite, or prepared for offsite consumption, including:</b>	Zones				
	C-1	C-2	C-3	C-4	PO
Bakeries, retail and wholesale	P	P	P	P	
Bars and cocktail lounges		C	C	C	
Breweries, micro		C		C	
Candy store	P	P	P	P	
Delicatessens	P	P	P	P	
Drive-thru restaurants			P	P	
Mobile food vehicles parked on private property		P(S)		P(S)	
Restaurants, including those serving alcoholic beverages	P	P	P	P	
Restaurants, including restaurant with bar/lounge		C	C	C	


Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).


NOTE: New businesses featuring drive-thru lanes are not permitted in the downtown (C-2 zone) in an effort to strengthen the pedestrian-oriented shopping character of the downtown

 <b>Offices and related uses, including:</b>	Zones				
	C-1	C-2	C-3	C-4	PO
Banks, including drive-in banks and other savings and lending agencies		P	P	P	
Blueprint and photocopy shops	P	P	P	P	P
Clinics (medical)	P	P	P	P	P
Employment agencies	P	P	P	P	P
Medical and dental laboratories and clinics including out-patient facilities and prescription pharmacies in conjunction therewith, or with a hospital	P	P	P	P	P
Medical buildings, professional medical buildings, including dentists, physicians, podiatrists, ophthalmologists, and similar practitioners	P	P	P	P	P
Offices, general	P	P	P	P	P


 <b>Personal Services, including</b>	Zones				
	C-1	C-2	C-3	C-4	PO
Banks, including drive-in banks and other savings and lending agencies		P	P	P	
Barber shops and beauty shops	P	P	P	P	P
Body piercing shops		C	C	C	
Cleaning, pressing and dyeing shops (retail only, dry cleaning, cleaning clothes in enclosed machines, noninflammable cleaning compounds)		P	P	P	


Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).

 <b>Personal Services, including</b>	<b>Zones</b>				
	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>	<b>PO</b>
Copy and blueprint shops	P	P	P	P	P
Dry cleaning service		P	P	P	
Laundries and laundromats	P	P	P	P	
Locksmiths		P	P	P	
Massage therapy		C(S)	C(S)	C(S)	
Pet grooming business, no overnight stay for pets	P	P	P	P	P
Pet grooming business, with overnight stay for pets for a maximum of five nights		C	C	C	C
Photography studios	P	P	P	P	P
Tattoo shops		P	P	P	
Tattoo shops that also provide body piercing services		C	C	C	
Taxidermists				P	


 <b>Public and Semi-Public Uses, including:</b>	<b>Zones</b>				
	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>	<b>PO</b>
Ambulance service				P	
Churches and other religious institutions	C	C	C	C	C
City, county, state and federal administrative offices, libraries and police and fire stations		P		P	
Mortuaries, crematoriums and columbariums		P		P	C
Public parking lots or structures	P	P	P	P	P

Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).


 <b>Public and Semi-Public Uses, including:</b>	Zones				
	C-1	C-2	C-3	C-4	PO
Public parks, playgrounds and other public recreation facilities					P
Public uses of a cultural type, including museums and art galleries		P			P
Public utility service yards, electrical and gas transmission stations					P
Wedding chapels		P		P	


 <b>Residential Uses, including:</b>	Zones				
	C-1	C-2	C-3	C-4	PO
Dwellings for a caretaker or watchman and his immediate family, necessary and incidental to a use located in such zone		C(S)	C(S)	C(S)	
Emergency shelter, up to six persons		P			
Hotel and motels		P	P	P	
Mixed land use in conformance with Chapter 17.61		P(S)		P(S)	
Residential drug treatment recovery homes					C
Residential uses; single-family residential structures used as dwelling units constructed prior to January 1, 2010. This entry does not apply to a use converted from a residential use to a professional office use.					P
Supportive housing		C			
Transitional housing		C			

Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).


 <b>Retail Stores and related uses, including:</b>	<b>Zones</b>				
	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>	<b>PO</b>
Apparel stores	P	P	P	P	
Appliance sales		P	P	P	
Antique stores	P	P	P	P	P
Art galleries	P	P	P	P	P
Book stores	P	P	P	P	
Carpet stores		P	P	P	
Cell phone stores	P	P	P	P	
Convenience stores, including the sale of alcoholic beverages		C(S)	C(S)	C(S)	
Department stores		P	P	P	
Drug stores		P	P	P	
Feed and seed stores				P	
Florists	P	P	P	P	P
Furniture stores		P	P	P	
Garden supplies		P	P	P	P
Gift, novelty or souvenir shops	P	P	P	P	
Gunsmith shops		P		P	
Hardware and home improvement stores		P	P	P	
Health food stores		P	P	P	
Hobby supply stores		P	P	P	
Hydroponic stores		C	C	C	
Jewelry stores, including clock and watch repairing		P	P	P	
Liquor stores		C(S)	C(S)	C(S)	
Machinery sales and rentals				P	
Manufacturing and repair activities incidental to a permitted or conditionally-		P	P	P	

Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).


 <b>Retail Stores and related uses, including:</b>	Zones				
	C-1	C-2	C-3	C-4	PO
permitted retail use, where the manufacturing function occupies no more than 25% of the building or site.					
Medical and orthopedic appliance stores		P	P	P	
Music stores		P	P	P	
Paint and wallpaper stores		P	P	P	
Pawn shops		P		P	
Pet shops		P	P	P	
Shoe stores	P	P	P	P	
Sporting goods stores		P	P	P	
Supermarkets (including sales of alcoholic beverages)		P	P	P	
Thrift shops and secondhand stores		P		P	
Tobacco stores and smokeshops		C	C	C	
Toy stores		P	P	P	
Variety stores		P	P	P	
Wholesale establishments		P		P	


 <b>Service Commercial, minor manufacturing, processing and related uses, including:</b>	Zones				
	C-1	C-2	C-3	C-4	P-O
Animal hospitals and kennels and veterinarians				C	
Building materials, sales and storage				P	
Cabinet shops				P	

Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).


 <b><i>Service Commercial, minor manufacturing, processing and related uses, including:</i></b>	<b>Zones</b>				
	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>	<b>P-O</b>
Catering		P		P	
Ceramics and pottery studios		P		P	
Contractor's storage yards				C	
Diaper supply services				P	
Electrical appliance and incidental repair shops		P		P	
Electrical shops				P	
Electroplating shops				C	
Exterminators				P	
Food lockers (no slaughtering, handling of dressed meats only)		P		P	
Glass shops				P	
Heating and ventilating or air conditioning shops, including incidental sheet metal				P	
Laboratories, experimental and testing				C	
Lumber yards, not including planing mills or saw mills				P	
Machine shops				C	
Petroleum products storage; provided, that gasoline, kerosene and similar highly inflammable products shall be stored underground				C	
Plumbing and sheet metal shops				P	
Recycling collection centers	P(S)	P(S)	P(S)	P(S)	
Rug and carpet cleaning and dyeing				P	
Stone monument works				C	
Upholstery shops				P	

Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).

 <b><i>Service Commercial, minor manufacturing, processing and related uses, including:</i></b>	Zones				
	C-1	C-2	C-3	C-4	P-O
Veterinarian offices and small animal hospitals or clinics including short-term boarding of animals and incidental care such as bathing and trimming; provided, that all operations are conducted entirely within a completely enclosed structure which complies with specifications of soundproof construction prescribed by the Uniform Building Code		C		C	

 <b><i>Utilities and related activities, including:</i></b>	Zones				
	C-1	C-2	C-3	C-4	P-O
Communication and wireless facilities, with stealthing				P(S)	
Communication and wireless facilities, without stealthing				C(S)	
Communications equipment buildings		P		P	
Electrical distribution substations, communication equipment buildings, gas regulator stations and utility pumping stations and elevated pressure tanks		P	P	P	
Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations,		P	P	P	

Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).

 <b>Utilities and related activities, including:</b>	Zones				
	C-1	C-2	C-3	C-4	P-O
communications equipment buildings, public service pumping stations and elevated pressure tanks					
Microwave relay stations				C	
Solar energy system	P	P	P	P	P
Water pump stations		P	P	P	

<b>etc.</b> <b>Other Uses, including:</b>	Zones				
	C-1	C-2	C-3	C-4	C-5
Auction rooms		P		P	
Hookah bar		C		C	
Ice dispensers (coin-operated)	P	P	P	P	
Kennels located not closer than five hundred feet to any residential or PO district				P	
Meeting or social halls		P		P	
Meeting or social halls with fewer than four thousand square feet of floor space that do not operate after twelve a.m.		P		P	
Mini-storage facilities				P	
Modular Structures	P(S)	P(S)	P(S)	P(S)	P(S)
Parking lots improved in conformity with the standards prescribed for required off-street parking facilities in Chapter 17.64	P	P	P	P	P
Planned unit development subject to provisions of Chapter 17.92	C	C	C	C	C

Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).

<b>etc.</b> <i>Other Uses, including:</i>	<b>Zones</b>				
	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>	<b>C-5</b>
Private clubs and lodges		P		P	
Storage buildings incidental to a permitted use (including the use of cargo containers)	P(S)	P(S)	P(S)	P(S)	P(S)
Swap meets				P	
Temporary uses	P(S)	P(S)	P(S)	P(S)	P(S)
Other uses determined by the City Planner to be reasonably similar in nature and operational characteristics to a permitted use in the zone	P	P	P	P	P
Other uses determined by the City Planner to be reasonably similar in nature and operational characteristics to a Conditionally-permitted use in the zone	C	C	C	C	C

Key to Matrix: "P" = Permitted; "C" = Conditional Use Permit required; (S) = Subject to requirements for Special Uses (see Chapter 17.48).

## **CHAPTER 45**

### **EXHIBIT “2”**



## **Special Uses**

### **Sections**

<b>17.45.010</b>	<b>Purpose</b>
<b>17.45.020</b>	<b>Home Occupations</b>
<b>17.45.030</b>	<b>Mixed Uses</b>
<b>17.45.040</b>	<b>Service Stations</b>
<b>17.45.050</b>	<b>Temporary Uses</b>
<b>17.45.060</b>	<b>Caretaker Facilities</b>
<b>17.45.070</b>	<b>Modular Structures/Storage Containers</b>
<b>17.45.080</b>	<b>Recycling/Buyback Centers</b>
<b>17.45.090</b>	<b>Accessory Dwelling Units</b>
<b>17.45.110</b>	<b>Sexually Oriented Businesses</b>
<b>17.45.120</b>	<b>Outdoor Storage Yards</b>
<b>17.45.130</b>	<b>Building height.</b>
<b>17.45.140</b>	<b>Swimming Pools in Residential Zones</b>
<b>17.45.150</b>	<b>Garage conversions</b>
<b>17.45.160</b>	<b>Bed and Breakfast Facilities.</b>
<b>17.45.170</b>	<b>Sight Distance</b>
<b>17.45.180</b>	<b>Regulation of Adult Material</b>
<b>17.45.190</b>	<b>Businesses Selling Alcoholic Beverages</b>
<b>17.45.200</b>	<b>Wireless Communication Facilities</b>
<b>17.45.210</b>	<b>Manufactured housing.</b>
<b>17.45.220</b>	<b>Garage Sales</b>
<b>17.45.230</b>	<b>Mobile Home Parks</b>

**17.45.010 Purpose**

The purpose of this chapter is to establish procedures, development standards, and location criteria for special uses within the City of Dinuba. Special uses are those uses that are listed in specific zones which have unusual characteristics and may have the potential for pronounced impacts on their surroundings, and where the City has established standards for the design and operation of such uses. These standards are intended to ensure that these uses do not have an adverse impact on the public health, safety, or welfare. Special uses and specific development standards for each are listed as follows.

**17.45.020 Home Occupations**

Persons wishing to conduct a home occupation shall apply for a business license/home occupation permit through the Finance Department. Home occupations must be clearly incidental and secondary to the use of a building as a residential dwelling. Home occupations shall comply with the following regulations:

A. Home occupations may include:

1. Consultive professional occupations, whose function is one of rendering a service and does not involve the dispensing of goods or products.
2. Secondary business offices associated with the resident, where said business has its principal office, staff and equipment located elsewhere.
3. The giving of music lessons, swimming lessons and similar occupations.
4. The home office of a salesperson, where all sales are done by written order with no commodities or displays on the premises.
5. Drafting, designing and the like, using only normal equipment associated with the activity.
6. Homemade Foods Businesses subject to standards of the California Homemade Foods Act (as codified in Government Code section 51035), and the following City standards:
  - a. There shall be no employment of help outside the residents of the dwelling, except for one full time employee.
  - b. All food preparation in conjunction with a homemade food business must take place in the residence's existing kitchen.

- c. Prior to granting of a city business license the applicant shall obtain a permit from the Tulare County Environmental Health Department. The City business license shall not be effective until that permit or approval is obtained, and shall automatically expire if the other required permit or approval expires, is disapproved or is revoked.
  - d. A copy of the Tulare County Environmental Health Department permit to operate shall be provided to the city planning department within ten working days of the issuance of that permit or approval.
- B. Notwithstanding standards for Homemade Food Businesses, the following criteria shall apply for the evaluation of a home occupation:
  - 1. There shall be no employment of help other than members of the resident family.
  - 2. There shall be no use of material or mechanical equipment not recognized as being part of normal household or hobby uses.
  - 3. There shall be no sales of products or services not produced on the premises.
  - 4. The use shall not generate vehicular or pedestrian traffic beyond that normal to the district in which it is located.
  - 5. The activity shall not involve the use of commercial vehicles for delivery or materials to or from the premises, other than one vehicle not to exceed one ton, owned by the operator of such home occupations.
  - 6. There shall be no excessive or unsightly storage of materials or supplies, indoor or outdoor, for purposes other than those permitted in the district.
  - 7. Any signage shall be consistent with the Sign Ordinance (Chapter 17.72)
  - 8. Not more than one room in the dwelling shall be employed for the home occupation.
  - 9. In no way shall the appearance of the structure be so altered or the conduct of the occupation within the structure be such that the structure may be reasonably recognized as serving a non-residential use (either by color, materials or construction, lighting, signs, sounds or noises, vibrations, etc.).

10. There shall be no use of utilities or community facilities beyond that normal to the use of the property for residential purposes as defined in the district.
- C. An applicant for a home occupation permits may appeal the decision of the Planning Director consistent with Chapter 17.80.080 (Appeals).

#### **17.45.030 Mixed Use Developments**

Mixed Use Developments are permitted in Dinuba's commercial zones subject to the following standards:

A. Development Standards

Mixed use developments are subject to Site Plan Review (consistent with the requirements of Chapter 17.80.020 A.) and shall comply with the development standards of the underlying zone (concerning lot size and dimensions, setbacks, building height and coverage, etc.) except that residential development shall comply with density standards of the RM-1.5 zone (which allow a density up to one dwelling per 1,500 square feet of lot area) and also that projects may request a reduction of up to 50% in the number of parking spaces that are required for each distinct use on the site, as shown in Chapter 17.64 (Parking). Said request for a parking reduction shall be incorporated into the Site Plan Review application and is not subject to a Variance.

#### **17.45.40 Service Stations**

- A. Locational criteria. All new service stations must have frontage on a road classified in the Dinuba Circulation Element as a collector or arterial road.
- B. Site Design Criteria:
1. Pump islands shall be at least 18 feet from any street right-of-way. In addition, a landscape planter at least ten feet wide shall be located between a pump island and the street right-of-way.
  2. Access driveways shall be a minimum width of 30 feet, and shall be no closer than 50 feet from the nearest curb line of any intersecting street.
  3. All vehicle repair activities shall be entirely within a building or enclosed area.
  4. A site plan for a service station shall include information to demonstrate proper maneuverability of fuel delivery vehicles onto and off of the site.

**17.45.050 Temporary uses.**

A. Purpose. The purpose of this section is to regulate temporary land use activities which may adversely affect the public health, safety and welfare.

B. Authority. The director is authorized to approve, approve with conditions, or to deny such request. The director may establish conditions including, but not limited to, hours of operation, parking, signage and lighting, traffic circulation and access, temporary or permanent site improvements, and other measures necessary to minimize detrimental effects on surrounding properties. The director also may require a cash deposit or cash bond to defray the costs of cleanup of a site by the city in the event the applicant fails to leave the property in a satisfactory condition, or to guarantee removal and/or reconversion of any temporary use to a permanent use allowed in the subject district.

C. Temporary Uses in All Districts. Notwithstanding underlying zoning, temporary use permits may be granted for fruit and vegetable stands on properties primarily within undeveloped agricultural areas. All fruits and vegetables sold at such stands shall be grown by the owner/operator or purchased by said party directly from a grower/farmer.

D. Temporary Uses in Residential Zoning Districts. The following temporary uses may be allowed in any residential zoning district:

1. Enclosed temporary construction materials storage yards in any residential district, required in connection with the development of subdivisions.
2. Model Home and Subdivision Sales Offices. Model homes may be used as offices solely for the first sale of homes within a recorded tract subject to the following conditions:
  - a. The sales office may be located in a garage, trailer or dwelling;
  - b. Approval shall be for a two-year period, at which time the sales office use shall be terminated and the structure restored back to its original condition. Extensions may be granted by the director in one-year increments up to a maximum of four years or until ninety percent of the development is sold, whichever is less;
  - c. A cash deposit, letter of credit or any security determined satisfactory to the city shall be submitted to ensure the restoration or removal of the structure;

- d. The sales office is to be used only for transactions involving the sale, rent or lease of lots and/or structures within the tract in which the sales office is located, or contiguous tracts;
  - e. Failure to terminate the sales office and restore the structure or failure to apply for an extension on or before the expiration date will result in forfeiture of the cash deposit, a halt in further construction or inspection activity on the project site and enforcement action to ensure restoration of the structure;
  - f. Street improvements and temporary off-street parking at a rate of two spaces per model shall be provided prior to commencement of sales activities or the display of model homes;
  - g. Signage for residential development projects shall be consistent with Chapter [17.72](#).
  - h. Trailer coaches or mobile homes (for office purposes) on active construction sites pursuant to subsection (G) of this section.
- E. Temporary Uses in Commercial and Industrial Zoning Districts. The following temporary land use activities may be allowed in the PO, C-1, C-2, C-3, C-4, M-1, and M-2 zoning districts, unless otherwise stated below:
- 1. Parking lot and sidewalk sales for businesses located within a commercial district;
  - 2. Outdoor art and craft shows and exhibits subject to not more than fifteen days of operation or exhibition in any ninety-day period;
  - 3. Seasonal retail sale of agricultural products raised on the premises, limited to periods of ninety days in a calendar year and when parking and access is provided to the satisfaction of the director;
  - 4. Religious, patriotic, historic, or similar displays or exhibits within yards, parking areas or landscaped areas, subject to not more than fifteen days of display in any ninety-day period for each exhibit;
  - 5. Christmas tree or pumpkin sales lots subject to the following:
    - a. All such uses shall be limited to thirty days of operation per calendar year,
    - b. All lighting shall be directed away from and shielded from adjacent residential areas;

6. Circuses, carnivals, rodeos, pony riding or similar traveling amusement enterprises subject to the following:
  - a. All such uses shall be limited to not more than fifteen days, or more than three weekends, of operation in any one-hundred-eighty-day period. To exceed this time limitation shall require the review and approval of a conditional use permit,
  - b. All such activities shall have a minimum setback of one hundred feet from any residential area. This may be waived by the director if no adverse impacts would result,
  - c. Adequate provisions for traffic circulation, off-street parking and pedestrian safety shall be provided to the satisfaction of the director,
  - c. Restrooms shall be provided,
7. Security personnel shall be provided (at a rate determined by the Police Chief),
8. Special, designated parking accommodations for amusement enterprise workers and support vehicles shall be provided.
- d. Noise attenuation for generators and carnival rides shall be provided to the satisfaction of the director;
- e. Mobile homes to provide temporary living or office quarters for circus or carnival personnel;
9. Temporary sidewalk sales and use of the public right-of-way for the display and sale of merchandise not associated with businesses in the C districts, including distribution of free or reduced price cell phones, shall require approval by the director. The use for such purposes shall be limited to two weeks. Permanent use for such purposes is strictly prohibited;
10. Temporary revival church services shall be permitted in the C-2 (downtown commercial) and C-4 (general commercial) districts
11. Trailer Coaches or Mobile Homes on Active Construction Sites. Trailer coaches or mobile homes may be permitted on active construction sites for use as a temporary living quarters for security personnel, or temporary residence of the subject property owner, subject to the following restrictions:

- a. The director may approve a temporary trailer for the duration of the construction project or for a specified period, but in no event for more than two years. If exceptional circumstances exist, a one-year extension may be granted; provided, that the building permit for the first permanent dwelling or structure on the same site has also been extended;
- b. Installation of trailer coaches may occur only after a valid building permit has been issued;
- c. A recreational vehicle being defined as a motor home, travel trailer, truck camper or camping trailer, with or without motive power, shall not be permitted pursuant to this section;
- d. Any permit issued pursuant to this section in conjunction with a construction project shall become invalid upon cancellation or completion of the building permit for which this use has been approved, or the expiration of the time for which the approval has been granted.

**17.45.060      Caretaker facilities for Commercial and Industrial uses**

Where listed as a permitted use in a particular commercial or industrial zone, one permanent dwelling is allowed for purposes of housing a caretaker, subject to the following standards

- A.      Supplementary Statement. The application shall include a statement with explanation of the need for caretaker quarters and the responsibilities of the caretaker/resident.
- B.      Status of Caretaker. The resident of the dwelling shall be the owner or lessor, or an employee of the owner or lessor of the site.
- C.      Type of Use Requiring a Caretaker. The principal use of the site must clearly require a caretaker for security purposes, or for care of people, plants, animals, equipment, or other conditions on the site.
- D.      Type of Dwelling Unit Allowed. Caretaker residences shall be a standard site-built home, a modular home, or an apartment-type unit if the caretaker residence is to be integral with a principal structure.
- E.      Parking Requirement. None, provided sufficient usable area is available to accommodate all resident vehicles on-site.

**17.45.070 Modular Structures and Storage Containers**

The purpose of this section is to control the approval and location of all modular structures within the City of Dinuba and to ensure that the uses of said structures, which shall meet the use requirements, zoning standards and design guidelines of the district in which the property is located, will not have a detrimental effect on the appearance of Dinuba nor on surrounding properties. Regulation of modular structures is therefore deemed necessary to promote the public health, safety, and welfare of residents of the City of Dinuba.

A modular structure shall mean any designed, manufactured, remanufactured, used, or converted to a transportable building for use for commercial, office, or industrial purposes.

- A. A permanent modular structure shall be subject to Site Plan Review, consistent with Chapter 17.80.020 A. and the applicable zoning standards and design guidelines for that particular zone, and shall comply with the following special development standards:
  - 1. A permanent modular structure shall be place on a permanent foundation.
  - 2. In addition to design guidelines that apply to the particular zone, a permanent modular structure shall be of an architectural style that is consistent with buildings in the surrounding neighborhood. The modular structure shall require skirting around the base of the structure.
  - 3. Permanent parking spaces and unloading zones shall be required consistent with Chapter 17.64 (Parking and Loading).
  - 4. Landscaping and irrigation shall be required consistent with Chapter 17.71.130 (Landscaping).
  - 5. The business or use conducted within the structure shall secure a business license from the City of Dinuba prior to being open to the public.
- B. A temporary modular structure shall be reviewed and may be approved by the Planning Director and shall comply with the development standards below. Construction management offices and model home offices shall be exempt from the time limitation standard.
  - 1. A temporary modular structure shall be removed from the subject property within 30 days, unless a longer period of time is requested and approved.
  - 2. A temporary modular structure shall require aesthetic skirting around the base of the structure.

3. The business or use conducted within the structure shall secure a business license from the City of Dinuba prior to being open to the public.

#### **17.45.080 Recycling/Buyback Centers**

Recycling facilities may be permitted as set forth in Chapter 17.45 (Permitted Uses in Commercial Zones) and Chapter 17.54 (Permitted Uses in Industrial Zones).

##### **A. Zones Permitted**

Recycling facilities are classified into four categories, and permitted by zone district as follows:

<b><u>Type of Facility</u></b>	<b><u>Zone(s) Permitted</u></b>
Reverse vending machines	All commercial and industrial zones
Small collection facilities	“C-4” zone and all industrial zones
Large collection facilities	“C-4” zone and all industrial zones
Small processing facilities	“C-4” zone and all industrial zones
Large processing facilities	All industrial zones

##### **B. Criteria and standards.**

1. All types of recycling facilities are subject to the following operating standards, in addition to those standards listed for the specific type, below.
  - a. The use shall employ containers that are constructed and maintained with durable waterproof and rustproof material, covered when site is not attended, secured from unauthorized entry or removal of material, and shall be of a capacity sufficient to accommodate materials collected and collection schedule;
  - b. Recycling containers shall be clearly marked to identify the type of material to be deposited, operating instructions, and the identity and phone number of the operator or responsible person to call if the machine is inoperative;
  - c. The site shall be maintained free of litter and any other undesirable materials, and mobile facilities, at which truck or containers are removed at the end of each collection day, shall be swept at the end of each collection day;

- d. The business operation not exceed noise levels of sixty decibels as measured at the property line of residentially zoned or occupied property, otherwise shall not exceed seventy decibels;
- e. Containers for the twenty-four-hour donation of materials shall be at least thirty feet from any property zoned or occupied for residential use unless there is a recognized service corridor and acoustical shielding between the containers and the residential use;
- f. Setbacks and landscaping shall be those required for the zoning district in which the facility is located.
- g. On-site parking shall be provided for the use as listed in Chapter 17.64 (Parking and Loading).
- h. Signage shall be provided consistent with standards contained in Chapter 17.72 (Signs)

C. Types of Facilities and Specific Requirements

The ordinance establishes requirements for the following types of recycling facilities:

- 1. Reverse vending machines
- 2. Small Collection Facilities
- 3. Large Collection Facilities
- 4. Processing Facilities

D. The criteria and standards for specific recycling facilities are as follows:

- 1. **Reverse Vending Machine(s)** are an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to, aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by the state. In addition to standards listed above 17.45.080 B., Reverse vending machines are subject to the following requirements:
  - a. Reverse vending machines must be established in conjunction with a commercial use or community service facility which is in compliance with the zoning, building and fire codes of the city;
  - b. Reverse vending machines must be located within thirty feet of the entrance to the commercial structure and shall not obstruct pedestrian or vehicular circulation;

- c. Reverse vending machines shall not occupy parking spaces required by the primary use;
  - d. Reverse vending machines must shall occupy no more than fifty square feet of floor space per installation, including any protective enclosure, and shall be no more than eight feet in height;
  - e. Operating hours shall be at least the operating hours of the host use;
  - f. Reverse vending machines shall be illuminated to ensure comfortable and safe operation if operating hours are between dusk and dawn.
2. **Small Collection Facilities** may occupy an area of not more than five hundred square feet, and may include: 1. a mobile unit; 2. a Bulk reverse vending machines or a grouping of reverse vending machines occupying more than fifty square feet; 3. a Kiosk-type unit which may include permanent structures, or 4. unattended containers placed for the donation of recyclable materials. Small collection facilities are subject to the following standards and requirements:

Small collection facilities may be sited in commercial and industrial zones with an administrative permit provided they comply with the following conditions:

- a. Small collection facilities shall be established in conjunction with an existing commercial use or community service facility which is in compliance with the zoning, building and fire codes of the city;
- b. Small collection facilities shall be no larger than five hundred square feet and occupy no more than five parking spaces not including space that will be periodically needed for removal of materials or exchange of containers;
- c. Small collection facilities shall be set back at least ten feet from any street line and shall not obstruct pedestrian or vehicular circulation;
- d. Small collection facilities shall accept only glass, metals, plastic containers, papers and reusable items. Used motor oil may be accepted with permission of the Tulare County Environmental Health Department;
- e. Small collection facilities shall use no power-driven processing equipment except for reverse vending machines;

- f. Small collection facilities shall store all recyclable material in containers or in the mobile unit vehicle, and shall not leave materials outside of containers when attendant is not present;
  - g. Attended facilities located within one hundred feet of a property zoned or occupied for residential use shall operate only during the hours between nine a.m. and seven p.m.;
  - h. Containers shall be clearly marked to identify the type of material which may be deposited; the facility shall be clearly marked to identify the name and telephone number of the facility operator and the hours of operation, and display a notice stating that no material shall be left outside the recycling enclosure or containers;
3. **Large Collection Facilities** are defined as a facility that is larger than five hundred square feet, or is on a separate property not appurtenant to a host use, and which may have a permanent building. A large collection facility is permitted in service commercial and industrial zones with a site plan development permit, provided the facility meets the following standards:
- a. The facility shall be screened from the public right-of-way by operating in an enclosed building or:
  - b. The facility shall be within an area enclosed by a solid fence at least six feet in height with landscaping;
  - c. The facility shall be at least one hundred fifty feet from property zoned or planned for residential use; and
  - d. All exterior storage of material shall be in sturdy containers which are covered, secured, and maintained in good condition. Storage containers for flammable material shall be constructed of nonflammable material. Oil storage must be in containers approved by the fire department and/or Tulare County Health Department. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing.
  - e. The site shall be maintained free of litter and any other undesirable materials, and will be cleaned of loose debris on a daily basis.
  - f. If the facility is located within five hundred feet of property zoned, planned or occupied for residential use, it shall not be in operation between seven p.m. and seven a.m.

- g. Facility will be clearly marked with the name and phone number of the facility operator and the hours of operation. Identification and informational signs will meet the standards of the zone, and directional signs, bearing no advertising message, may be installed with the approval of the zoning administrator, if necessary, to facilitate traffic circulation, or if the facility is not visible from the public right-of-way.
- h. Power-driven processing, including aluminum foil and can compacting, baling, plastic shredding, or other light processing activities necessary for efficient temporary storage and shipment of material, may be approved through a use permit process if noise and other conditions are met.

4. Processing Facilities.

All processors are permitted only in industrial zones with a conditional use permit. A processor is a building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing. Further, "Processing facilities" include the following:

- a. A Light Processing Facility occupies an area of under forty-five thousand square feet of gross collection, processing and storage area and has up to an average of two outbound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact, or bale ferrous metals other than food and beverage containers.
- b. A heavy processing facility is any processing facility other than a light processing facility.
- c. All processing facilities are subject to the following conditions:
  - i. In the industrial zone, processors will operate in a wholly enclosed building except for incidental storage, or:
  - ii. The facility shall be located within an area enclosed on all sides by a solid fence or wall not less than eight feet in height and landscaped on all street frontages;

- iii. The facility shall be located no less than one hundred fifty feet from property zoned or planned for residential use.
- iv. Power-driven processing shall be permitted, provided all noise level requirements are met. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials.
- v. A light processing facility shall be no larger than forty-five thousand square feet and shall have no more than an average of two outbound truck shipments of material per day and may not shred, compact or bale ferrous metals other than food and beverage containers.
- vi. A processing facility may accept used motor oil for recycling from the generator in accordance with Section 25250.11 of the California Health and Safety Code.
- vii. If the facility is located within five hundred feet of property zoned or planned for residential use, it shall not be in operation between seven p.m. and seven a.m. The facility will be administered by on-site personnel during the hours the facility is open.

## **5. Definitions**

- a. “Recyclable Material” means reusable material including but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with Section 25250.11 and 25143.2(b) (4) of the California Health and Safety Code.
- b. “Recycling Collection Facility” shall mean a center for the acceptance by donation, redemption, or purchase, of recyclable materials from the public. Such facility shall not complete any processing except limited baling, batching and the sorting of recyclable material and shall be classified as either a “small collection” or “large collection” facility.
- c. “Recycling Facility” shall mean a center for the collection and/or processing of recyclable materials. A certified recycling facility or certified processor means a recycling facility certified by the Department of Conservation as meeting the requirements of the

California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. Recycling facilities are either collection facilities or processing facilities.

- d. “Recycling Large Collection Facility” shall mean a collection facility which occupies an area of more than 200 square feet and may include a mobile unit, bulk reverse vending machine or a grouping of reverse vending machines, a kiosk type unit which may include a permanent structure, or an unattended container placed for the donation of recyclable materials.
- e. “Recycling Processing Facility” shall mean a building or enclosed space used for the collection and processing of recyclable materials. Processing means the preparation of material for efficient shipment, or to an end-user’s specifications, by such means as baling, briquetting, impacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing.
- f. “Recycling Small Collection Facility” shall mean a collection facility which occupies an area of not more than 200 square feet, and may include a mobile unit, bulk reverse vending machine or a grouping of reverse vending machines, a kiosk type unit which may include a permanent structure, or an unattended container placed for the donation of recyclable materials.

#### **17.45.090 Accessory Dwelling Units and Junior Accessory Dwelling Units**

- A. **Purpose and Intent.** This section is intended to meet the requirements of State law in providing for accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”).
  - 1. This Section is intended to comply with California Government Code sections 65852.2 and 65852.22, as either may be amended from time to time. The standards established by this Section shall be interpreted and applied consistent with the language set forth in Government Code sections 65852.2 and 65852.22. Further, to the extent that this Ordinance does not specifically address various requirements of the Government Code, the requirements of the Government Code shall apply.

2. An ADU or JADU that complies with this Section shall be considered an accessory use or an accessory building that does not exceed the allowable density for the lot upon which it is located.
3. An ADU or JADU that complies with this Section shall be considered a residential use that is consistent with the existing General Plan and zoning for the lot.
4. An ADU or JADU that complies with this Section shall not be considered in the application of any other local ordinance, policy, or program to limit residential growth.
5. ADUs and JADUs shall be counted for purposes of identifying adequate sites for housing in the City's Housing Element.

**B. Applications.** ADUs and JADUs shall conform to the following submittal requirements.

1. A scaled plot plan of the subject parcel on which the ADU or JADU will be located shall be provided. The plot plan shall indicate the location and separation distances between all existing and proposed structures, as well as setbacks from property lines. To the extent not included above, the plot plan shall also provide dimensions of all easements, right-of-way(s), building envelopes, fencing, parking, and paved areas.
2. Complete floor plans of both existing and proposed conditions shall be provided. Each room shall be dimensioned and resulting floor area calculation included. The use of each room shall be labeled. The size and location of all doors, closets, walls, and cooking facilities shall be clearly depicted.
3. Provide elevations that show all proposed and existing exterior structure dimensions, all architectural projections, and all openings for both the existing residence and the proposed secondary dwelling unit. The secondary dwelling unit shall meet the following design standards:
  - a. A secondary dwelling unit shall have a roof pitch and roof overhang equal to the roof pitch and roof overhang of the primary residence.
  - b. The address and mailbox for the second dwelling unit shall be located near the public right-of-way.

**C. Designated Areas.** ADUs and JADUs may be permitted on a lot with an existing or proposed single-family use or multi-family use located in the R-1, R-M, and in the Planned Development zone districts, unless the City makes

express findings supported by substantial evidence that ADUs and JADUs cannot be permitted due to the inadequacy of water and/or sewer services, and/or the impact of ADUs and JADUs on traffic flow and/or public safety and designate specific areas based on these findings. ADUs and JADUs are subject to the normal requirements of the district. ADUs and JADUs are not permitted in nonresidential zoning districts where residential uses are not allowed. Non-habitable accessory structures shall be permitted in addition to ADUs and JADUs.

**D. Development Standards.** Fire and Building Code requirements are not considered “Development Standards” under this Ordinance. ADUs and JADUs may be permitted on any single-family lot or any multi-family lot. The requirements and standards of the Zoning Ordinance that apply to the primary dwelling on the lot shall apply to any ADU and/or JADU, including lot coverage, height floor area ratio, open space, landscape, and architectural review. If different or conflicting requirements or standards exist, the more restrictive requirements or standards shall apply, but only to the extent such requirements or standards do not conflict with the requirements and standards provided in this Section and Government Code sections 65852.2 and 65852.22.

1. Numer of units. Not more than three (3) dwelling units shall be permitted on a single-family lot, which shall include not more than one (1) existing primary residence and may include not more than one (1) ADU and not more than one (1) JADU. Lots with existing multifamily dwellings may construct up to two (2) detached ADUs, or ADUs up to 25 percent of the number of existing multifamily dwelling units in non-livable space (e.g., storage rooms, boiler rooms, passageways, attics, basements, or garages). There are no JADUs allowed on lots with existing multifamily dwellings.
2. Relation to Primary Dwelling. The ADU must be either: (1) attached to, or located within, the existing primary dwelling, including attached garages, storage areas, or similar uses within the primary dwelling structure; or (2) detached from the existing primary dwelling and located on the same lot as the existing primary dwelling. Except as provided in Government Code Section 65852.2(e), a JADU must be contained entirely within the walls of the existing single-family residence.
3. ADUs and JADUs are not subject to the density limitations for the premises.
4. Setbacks and Separation Distances.
  - a. Setbacks shall be defined as the distances between a structure and a property line or easement.

- b. Separation Distances shall be defined as the distance between structures, and/or other improvements.
  - c. No setback or separation distance is required for an ADU constructed or installed within (1) an existing living area or permitted accessory structure, or (2) a structure constructed in the same location and to the same dimensions as an existing permitted accessory structure that is converted to an ADU or to a portion of an ADU.
  - d. A minimum setback of four (4) feet from the side and rear lot lines is required for an ADU that is not (1) converted from an existing permitted accessory structure, or (2) a new structure constructed in the same location and to the same dimensions as an existing permitted accessory structure. However, if a proposed ADU is less than 800 square feet, a front setback requirement in other areas of this Code cannot prevent the ADU front being built.
  - e. State Law does not address the distance between and ADU and other structures on a lot. In the event that an ADU is not consistent with (c)(1) or (c)(2) above, ADU or JADU proposals with Separation Distances of less than ten feet shall comply with building codes regarding safe fire separation distances.
5. ADU Unit Size.
- a. If there is an existing primary dwelling, the total floor area of an attached ADU may not exceed 50 percent of the floor area of the existing primary dwelling.
  - b. The total floor area for a detached ADU may not exceed 1,200 square feet.
  - c. An attached or detached one-bedroom ADU may not be more than 800 square feet of living area.
  - d. An attached or detached ADU that provides more than one (1) bedroom may not be more than 1,000 square feet of living area.
  - e. An ADU may be an efficiency unit, as defined. A proposed ADU that does not meet the minimum requirements of an efficiency unit is not permitted.
6. JADU Size.
- a. A JADU may not be more than 500 square feet in size.

## 7. Exceptions.

- a. Notwithstanding any other minimum or maximum size for an ADU, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, or minimum lot size, an attached or detached ADU will be permitted if the ADU is:
  - i. Not more than 800 square feet of total floor area;
  - ii. Not more than 16 feet in height (any circumstance);
  - iii. Not more than 25 feet in height if the ADU is attached to the primary dwelling, or it can be the same height as the primary dwelling, whichever is lower;
  - iv. Has at least 4-foot side and rear yard setbacks; and
  - v. Is constructed in compliance with all Fire and Building Code requirements and standards of the Zoning Code (including consideration of separation distances).

## 8. ADU Building Standards.

- a. The ADU height requirements are as follows:
  - i. 16 feet- allowed under any circumstance.
  - ii. 18 feet- allowed if the proposed ADU is within ½ a mile of public transit or the property already has a multi-family dwelling two stories high.
  - iii. 25 feet- allowed if the ADU is attached to the primary dwelling depending on the underlying zoning code of the property (the lowest height allowance will apply).
- b. The development of the ADU shall be subject to the property development standards for the zoning district in which the ADU is located.
- c. Both attached and detached ADUs must be architecturally compatible, having similar materials and style of construction, with the primary dwelling and consistent with the established character of the adjoining residential neighborhood. The design and size of the building, health, and other codes adopted by the City.

- d. Attached ADU's shall be compatible with and made structurally a part of the primary dwelling (e.g., share a common wall with the primary dwelling, rely partially on the primary dwelling for structural support, or be attached to the primary dwelling).
  - e. Detached ADUs shall comply with building and fire code separation standards and be compatible with the materials and colors of the primary dwelling.
  - f. No passageway is required in conjunction with the construction of an ADU.
  - g. A new utility connection directly between the ADU and the existing single-family home is not required.
9. JADU Building Standards. JADUs shall comply with the following:
- a. A JADU must include a separate entrance from the main entrance to the existing single-family residence.
  - b. A JADU must include at least an efficiency kitchen, which includes a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU. Permanent ovens or cooktops are not allowed in a JADU.
  - c. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure.
  - d. A JADU shall not be considered a separate or new dwelling unit for purposes of any fire or life protection ordinance or regulation, or for purposes of providing water, sewer, or power, including a connection fee.
  - e. Deed Restriction. A JADU shall not be permitted unless a deed restriction, which shall run with the land, is recorded for the applicable lot, and filed with the City along with the permit application, and must do both of the following:
    - i. Prohibit the sale of the JADU separate from the sale of the single-family residence.
    - ii. Prohibit the occupancy of the JADU unless the primary dwelling is occupied by the property owner.

10. Multi-family ADUs. The following ADUs are permitted within a residential or mixed-use zone on a lot that has an existing multi-family dwelling:
  - a. One (1) or more ADUs, up to 25 percent of the existing multifamily dwelling units, constructed within the portions of the existing multifamily dwelling structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.
  - b. Up to two (2) detached ADUs, subject to a height limit of 16 feet and 4-foot rear yard and side yard setbacks.

**E. Connection, Impact, and other Fees.** Except as provided below. ADUs and JADUs are subject to all fees and assessments required by the Dinuba Municipal Code for new residential construction.

1. ADUs and JADUs are not considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU or JADU is constructed with a new single-family home or a new detached structure.
2. Any impact fees charged for an ADU or JADU of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.
3. An inspection fee shall be assessed for any inspection to determine if an ADU or JADU complies with applicable building standards.
4. The separate utility connection for an ADU constructed with a new single-family home or new detached structure is subject to a connection fee or capacity charge proportionate to the burden of the proposed ADU, based upon either its square feet or the number of its drainage fixture unit (DFU) values upon the water or sewer system, that reflects the reasonable cost of providing this service.

**F. Occupancy and Ownership.** ADUs and JADUs must comply with the following standards.

1. A certificate of occupancy must be issued for the primary dwelling unit before a certificate of occupancy can be issued for an ADU or JADU on the lot.

2. An ADU or JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.
  3. Beginning January 1, 2025, owner occupancy shall be required for all ADU and/or JADU permits. For an ADU permit, the owner may occupy either the primary or accessory unit. For a JADU permit, the owner may reside in either the remaining portion of the primary unit, or the newly created JADU. For single-family residences in which an ADU and a JADU will be permitted, the preceding Section G.4. applies. Owner occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
- G. Parking Standards.** One (1) parking space per ADU is required, unless the newly constructed ADU is located within one-half mile walking distance of a public transit center. These spaces may be provided in setback areas or as tandem parking on a driveway.
- H. Permit Approval.** A permit must be obtained for the construction or installation of an ADU or JADU. The ADU or JADU must conform to the standards required by the Zoning Ordinance and the California Fire and Building Codes. A permit application for an ADU or a JADU shall be considered and approved ministerially without discretionary review or a hearing. The City shall approve or deny the application to create an ADU or a JADU within 60 days from the date the City receives a completed application if there is an existing single-family or multi-family dwelling on the lot.
- I. ADUs and Regional Housing Needs Assessment.** Subdivisions and multi-family housing developments developed or zoned at densities of ten (10) or more dwelling units per acre, with the ability of each lot or dwelling to construct an ADU, shall be counted in the City's Housing Element as adequate sites for affordable housing, as provided in Government Code section 65583.1(a).
- J. Demolition Permits.** A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit be reviewed with the application for the accessory dwelling unit and issued at the same time. An applicant shall not be otherwise required, to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an accessory dwelling unit, unless the property is located within an architecturally and historically significant historic district.
- K. Other.** Nothing in this section shall be construed to prohibit the City from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains an ADU or JADU, so long as that ordinance or regulation

applies uniformly to all single-family residences, regardless of whether the single-family residence includes an ADU or JADU.

**L. Definitions**

1. “Accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An ADU must include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the single-family or multi-family dwelling is situated. An ADU may be an efficiency unit or a manufactured home.
2. “Efficiency unit” has the same meaning as defined in the California Building Code, California Code of Regulations, Title 24, Section 1207.4, which meets the following standards:
  - a. The unit has a single living room of not less than 220 square feet of floor area for two (2) or fewer occupants and an additional 100 square feet of floor area for each additional occupant of the unit.
  - b. The unit has a separate closet.
  - c. The unit has a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches in front, and lighting and ventilation conforming to the California Building Standards Code.
  - d. The unit has a separate bathroom containing a water closet, lavatory, and bathtub, or shower.
3. “Floor area” or “total floor area” means the entire ground-level square footage of the structure, including the living area, as defined, and any non-habitable area within the structure, such as a garage or storage space.
4. “Impact fee” has the same meaning as the term “fee” as defined in Government Code Section 66000(b), except that it also includes fees specified in Government Code Section 66477. “Impact fee” does not include any connection fee or capacity charge.
5. “Junior accessory dwelling unit” or “JADU” means a dwelling unit that is no more than 500 square feet in size and contained entirely within the walls of an existing single-family residence, or other approved structure as specified in Government Code Section 65852.2(e). A JADU must include the following features:

- a. Exterior access separate from the main entrance to the proposed or existing primary dwelling or other structure.
  - b. An efficiency kitchen, which includes a cooking facility with a sink and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
  - c. JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure.
- 6. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
  - 7. “Multi-generational dwelling unit” means a dwelling unit, that does not include a kitchen, contained entirely within the walls of an existing single-family residence where access is not restricted between areas of the residence.
  - 8. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards but was a lawful improvement that did conform to the zoning standards in place at the time of the improvement.
  - 9. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
  - 10. “Permanent provisions for cooking” has the same meaning as “kitchen”.
  - 11. “Permanent provisions for sanitation” and “sanitation facilities” means a separate bathroom containing a water closet, lavatory, and bathtub or shower.
  - 12. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
  - 13. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
  - 14. “Tandem parking” means that two (2) or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

**17.45.100 Adult-Oriented Businesses****A. Purpose and Intent**

1. It is the purpose and intent of this Ordinance to regulate sexually oriented businesses to promote the health, safety, morals, and general welfare of the citizens of Dinuba and to establish reasonable and uniform regulations to prevent any deleterious location and concentration of sexually oriented businesses within the City, thereby reducing or eliminating the adverse secondary effects from such sexually oriented businesses. The provisions of this ordinance have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of the ordinance to condone or legitimize the distribution of obscene material.
2. One of the important purposes of the regulations set forth in this Chapter is to discourage and to minimize the opportunity for criminal conduct. As such, nothing in this Chapter shall permit or be interpreted to permit any use, conduct, and/or activity which is specifically prohibited under the following California Penal Code sections:
  - a. Receipt of money for placement of persons for purposes of cohabitation (Penal Code 266d);
  - b. Purchase of persons for purposes of prostitution or placement of persons for immoral purposes (Penal Code 266e);
  - c. Sale of persons for immoral purposes (Penal Code 266f);
  - d. Pimping (Penal Code 266h);
  - e. Pandering (Penal Code 266i);
  - f. Lewd or obscene conduct (Penal Code 314);
  - g. Houses of ill-fame (Penal Code 315);
  - h. Disorderly houses which disturb the immediate neighborhood (Penal Code 316);
  - i. Places of prostitution (Penal Code 317);

- j. Place of prostitution; place of lewdness; place used as bathhouse permitting conduct capable of transmitting AIDS (Penal Code 11225).
- 3. "Nothing in this Chapter shall be interpreted to permit or permit any use, conduct, and/or activity which violates any federal, state or local law of regulation."

B. Establishment and Classification of Businesses Regulated

The establishment of any sexually oriented business shall be permitted only in the zone district permitted, and shall be subject to the following restrictions: No person shall cause or permit the establishment of any sexually oriented businesses, as defined above, within 1000 feet of any sensitive land use, as defined above. These limitations apply to sexually oriented businesses classified as follows:

- 1. Adult arcade
- 2. Adult bookstore, adult novelty store, or adult video store
- 3. Adult cabaret
- 4. Adult motel
- 5. Adult motion picture theater
- 6. Adult theater
- 7. Nude model studio.

C. Measurement of Distance

The distance between any sexually oriented business and any sensitive land use shall be measured in a straight line, without regard to intervening structures or objects from property line to property line.

D. Location of Sexually Oriented Business

The City of Dinuba's Zoning Ordinance requires that sexually oriented businesses shall be allowed only in a zone where such uses are specifically permitted -- the "M-1" (Light Industrial) zone, at the time of adoption of this ordinance. Permits for sexually oriented businesses shall be required and governed by the procedures and policies specified in the City of Dinuba Municipal Code. In addition, any sexually oriented business shall be subject to the following restrictions:

1. A person commits a misdemeanor, if he operates or causes to be operated, a sexually oriented business outside of the permitted zone.
2. A person commits a misdemeanor if he operates or causes to be operated a sexually oriented business within 1000 feet of any sensitive land use, as defined above.

E. Non-Conforming Uses

1. Any sexually oriented businesses operating on (effective date of this Ordinance) that is in violation of Section 25-41.11 e. shall be deemed a non-conforming use. A non-conforming use will be permitted to continue for a two (2) year period with possible extensions for extenuating circumstances to be granted by the City Council only upon a convincing showing of extreme financial hardship. Such extensions shall not exceed a total of three (3) years in addition to the initial amortization period. Any such non-conforming business loses its right to operate as a non-conforming use, if, for any reason, it voluntarily discontinues its business operation for a period of thirty (30) days or more or if its license to operate is revoked, and such revocation is not overturned by a court of competent jurisdiction. Such non-conforming uses, while non-conforming, shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use.
2. A sexually oriented business lawfully operating as a conforming use is not rendered a non-conforming use by the location, subsequent to the grant or renewal of the sexually oriented business permit and/or license, within 1000 feet, of a sensitive land use. This provision applies only to the renewal of a valid permit and/or license, but this provision does not apply when an application for a permit and/or license is submitted after a permit and/or license has expired or has been revoked.
3. Abandonment. Notwithstanding the above, any discontinuance or abandonment of the use of any lot or structure as an Adult-Oriented Business shall result in a loss of legal nonconforming status of such use.
4. Amortization -- annexed property. Any Adult-Oriented Business which was a legal use at the time of annexation of the property and which is located in the City, but which does not conform to the provisions of Section 25-41.11 e. shall be terminated within two (2) years of the date of annexation unless an extension of time has been approved by the City Council in accordance with the provisions of Section 25-41.11 f. 1.

#### F. Injunction

A person who operates or causes to be operated a sexually oriented business without having a valid permit due to location restrictions is subject to a suit for injunction as well as prosecution for the misdemeanor punishable by a fine of \$1,000.00 and/or one hundred eighty (180) days imprisonment, or by both such fine and imprisonment. If an injunction is sought and granted, the sexually oriented business shall be obligated to pay the City, attorneys' fees and costs of the City, at the discretion of the Court.

#### G. Exception for Certain Nude Modeling

It is a defense to prosecution under this ordinance if a person appearing in a state of nudity did so in a modeling class operated:

1. By a proprietary school, licensed by the State of California; a college, junior college, or university supported entirely or partly by taxation;
2. By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
3. In a structure:
  - a. Which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and
  - b. Where, in order to participate in a class a student must enroll at least three (3) days in advance of the class; and
  - c. Where no more than one nude model is on the premises at any one time.

#### H. Definitions

3. "Employee" means a person who works or performs in and/or for a sexually oriented business, regardless of whether or not said person is paid a salary, wage or other compensation by the operation of said business. This definition pertains to "Sexually Oriented Businesses" (see Zoning Ordinance Section 25-41.11).
4. "Establishment" means and includes any of the following: (this definition pertains to "Sexually Oriented Businesses" (see Zoning Ordinance Section 25-41.11):

- a. The opening or commencement of any such business as a new business;
  - b. The conversion of an existing business, whether or not a sexually oriented business, to any of the sexually oriented businesses defined in this chapter;
  - c. The addition of a any of the sexually oriented businesses defined in this chapter to any other existing sexually oriented business; or
  - d. The relocation of any such sexually oriented business; or
  - e. The substantial enlargement of any such sexually oriented business.
5. "Nudity or State of Nudity" means: (a) the appearance or display of human bare buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast; or (b) a state of dress which fails to opaquely and fully cover a human buttock, anus, male or female genitals, pubic region or areola or nipple of the female breast.
  4. "Operator" means and includes the owner, permit holder, custodian manager, operator or person in charge of any permitted or licensed premises. This definition pertains to "Sexually Oriented Businesses" (see Zoning Ordinance Section 25-41.11).
  5. "Permitted or "Unlicensed Premises" means any premises that requires a license and/or permit that is classified as a sexually oriented business.
  6. "Permittee and/or Licensee" means a person in whose name a permit and/or license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a permit and/or license.
  7. "Person" shall mean any individual, firm, co-partnership, corporation, company, association, joint stock association, city, county, or district, and includes any trustee, receiver, assignee, or other similar representative thereof. This definition pertains to "Sexually Oriented Businesses" (see Zoning Ordinance Section 25-41.11).
  8. "Public Building Regularly Frequented By Children" means any building owned, leased or held by the United States, the state, the county, the city, any special district, school district, or any other agency or political subdivision of the state or the United States, which building is used as a library, community center, children's center, or any other use having special attraction to children, or which building is often visited by children

for social activities unaccompanied by their parents or other adult custodian This definition pertains to “Sexually Oriented Businesses” (see Zoning Ordinance Section 25-41.11).

9. "Public Park" or "Recreation Area" means public land which has been designated for park or recreational activities including, but not limited to a park, playground, nature trails, swimming pool, reservoir, athletic field, basketball or tennis courts, open space wilderness areas, or similar public land within the city which is under the control, operation, or management of the city park and recreation authorities. This definition pertains to “Sexually Oriented Businesses” (see Zoning Ordinance Section 25-41.11).
10. "Religious Institution" means any church, synagogue, mosque, temple or building which is primarily for religious worship and related religious activities, as identified on yriented businesses" means those businesses defined as follows:
  - a. "Adult arcade" means an establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines, for viewing by five or fewer persons each, are regularly available or used to show films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."
  - b. "Adult Bookstore", "Adult Novelty Store" or "Adult Video Store" means a commercial establishment which (1) has as a significant or substantial portion of its stock-in-trade or (2) derives a significant or substantial portion of its revenues or (3) devotes a significant or substantial portion of its interior floor or display space or (4) devotes a significant or substantial portion of its business activities or employees' time, or advertising, to the sale, rental or viewing for any for any form of consideration, of any one or more of the following:
    - i. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations which are characterized by the depiction of description of "specified sexual activities" or "specified anatomical areas";
    - ii. Instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities."

- iii. An establishment may have other significant or substantial business purposes that do not involve the offering for sale, rental or viewing of materials, depicting or describing "specified sexual activities" or "specified anatomical areas", and still be categorized as adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishments from being categorized as an adult bookstore, adult novelty store or adult video store so long as one of its significant or substantial business purposes is offering for sale or rental, for some form of consideration, the specified materials which depict or describe "specified anatomical areas" or "specified sexual activities."
- c. "Adult cabaret" means a nightclub, bar, restaurant, "bottle club", or similar commercial establishment, whether or not alcoholic beverages are served, which regularly features: (a) persons who appear nude or in a state of nudity or semi-nude; (b) live performances which are characterized by the exposure of "specified anatomical areas", or by "specified sexual activities", or (c) films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."
- d. "Adult motel" means a motel, hotel or similar commercial establishment which: (a) offers public accommodations, for any form of consideration, and which regularly provides or makes available to patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas" and which advertises the availability of this sexually oriented type of material by means of a sign visible from the public right-of-way, or by means of any off-premises advertising including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television, or (b) offers a sleeping room for rent for a period of time less than ten (10) hours; or (c) allows a tenant or occupant to rent or sub-rent the sleeping room for a time period of less than ten (10) hours.
- e. "Adult motion picture theater" means a commercial establishment where films, motion pictures, video cassettes, slides or similar photographic reproductions depicting or describing "specified sexual activities" or "specified anatomical areas" are regularly shown for any form of consideration.

- f. "Adult theater" means a theater, concert hall, auditorium, or similar commercial establishment which, for any form or consideration, regularly features persons who appear in a state of nudity or live performances which are characterized by exposure of "specified anatomical areas" or by "specified sexual activities."
- g. "Nude Model Studio" means any place where a person, who appears in a state of nudity or displays "specified anatomical areas" is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons. This term does not include a modeling class operated by a proprietary school, licensed by the State of California; a college, junior college, or university supported entirely or partly by taxation; by a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing, where in order to participate in a class a student must enroll at least three (3) days in advance of the class, and where no more than one nude model is on the premises at any one time.
- h. "Regularly Features or Regularly Shown" with respect to an adult cabaret, adult theater, or adult motion picture theater means at least three (3) times within any thirty (30) day period; or carried on as part of the business's routine scheduling of events or activities and not so infrequently as to constitute a single, rare or unusual event or occurrence.
- i. "Significant or Substantial Portion" means such a percentage of its activities, space allocation, revenues, advertising targeting, stock in trade, floor or display space, business receipts, revenues, or other business undertakings as to indicate to a reasonable person that a sexually oriented portion of the business is one of its important activities, though not necessarily its only or even primary activity; for this purpose, evidence that 25% or more of its revenues are derived from such sexually oriented activities or materials, or that 25% or more of its interior floor space or display space is devoted to such sexually oriented activities or materials, or that 25% or more of its actual stock in trade regularly displayed and immediately available for use, rental, purchase, viewing or perusal is comprised of such sexually oriented materials, all as defined in Section 17.65.02 of this Chapter, Definitions, shall be evidence

that a "significant or substantial portion" of the business is devoted to such uses.

- j. "Specified Anatomical Areas" as used in this Chapter means and includes any of the following:
  - i. Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areolae; or
  - ii. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.
- k. "Specified Sexual Activities" as used in this Chapter, means and includes any of the following
  - i. The fondling or other intentional touching of buttocks for purpose of sexual arousal, or fondling or other intentional touching of human genitals, pubic region, anus, or female breasts.
  - ii. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
  - iii. Masturbation, actual or simulated;
  - iv. Human genitals in a state of sexual stimulation, arousal or tumescence;
  - v. Excretory functions as part of or in connection with any of the activities set forth in sub-sections a through d of this subsection.
- l. "Substantial Enlargement of a Sexually Oriented Business" means an increase in the floor areas occupied by the business as the floor areas existed on the affected date of this ordinance.
- m. "Transfer of Ownership or Control of a Sexually Oriented Business" means and includes any of the following:
  - i. The sale, lease or sublease of the business; or
  - ii. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means.

**17.45.110 Outdoor Storage Yards**

Outdoor storage yards, excluding the storage of vehicles in a day use parking lot or garage, are subject to the provisions of this section. The storage of vehicles in a public or commercial parking lot or garage is subject to Section 17.64 (Parking and Loading).

A. Site Design Standards.

2. Access. There shall be only one (1) access point to a storage yard for each three hundred (300) feet of street frontage. Such access point is to be a maximum width of twenty (20) feet and shall be provided with a solid gate or door.
3. Screening. A storage yard, except a temporary offsite construction yard, is to be screened from public view on all sides by solid wood, painted metal or masonry fencing, or chain link fencing with vinyl slats or other screening mechanism, with a minimum height of six (6) feet. All required screening shall be continuously maintained in good condition to assure that its intended purpose is accomplished.
2. Parking Requirement. None, provided that sufficient usable area is available to accommodate all employee and user parking needs entirely on-site.
3. Site Surfacing. A storage yard shall be surfaced with concrete, asphalt paving, crushed rock, or oiled earth, and be maintained in a dust-free condition.
4. Office Facilities. When no buildings exist or are proposed on a storage yard site, one (1) commercial coach may be utilized for an office, provided that such vehicle is equipped with skirting, and installed pursuant to the permit requirements of the Uniform Building Code.
5. Operation. Except for vehicles or freestanding equipment, materials within a storage yard are not to be stacked or stored higher than six (6) feet, unless a higher wall or fence is constructed at the required setback line under an approved building permit.

The provisions of this title shall not be construed to limit installation or maintenance of public utility pole lines, pipes, conduits and mains, and domestic water wells or require any use permit therefor.

**17.45.120 Building height.**

- A. Height of a building shall be measured along the vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the building to the highest point of the roof.
- B. Roof structures for housing elevators, stairways, tanks, ventilating fans or similar equipment, and fire or parapet walls, skylights, towers, flagpoles, chimneys, antennas or similar structures may be erected above the height limit but shall not be allowed for the purpose of providing additional floor space.

**17.45.130 Swimming Pools in Residential Zones**

- A. Setback requirements for swimming pools on lots zoned for residential use are subject to the following requirements
  - 1. Front Yard: Swimming pools are not permitted within any required front yard setback area
  - 2. Side Yards:
    - a. Interior Property Line: 3 foot setback required
    - b. Street side Property Line on Corner and Reverse Corner Lots: 5 foot setback required
  - 3. Rear Yard: 5 foot minimum setback required.
  - 4. Fencing for swimming pools shall comply with standards of the Uniform Building Code.

**17.45.140 Garage conversions.**

- B. Purpose.

The purpose of this section is to allow, in limited cases, the conversion of garages and carports for living space. Such conversion is deemed acceptable subject to review of available off-street parking and compatibility with surrounding development.

- C. Applicability.

Provisions of this section shall only apply in cases as follows:

- 1. The site is being used as a single-family detached residence;

2. That a replacement covered parking area of a minimum of four hundred square feet, with a minimum width of twenty feet, be provided without encroaching on required front or side yard setbacks;
3. That the area converted shall be used as part of the main dwelling or for a Junior Accessory Dwelling Unit, consistent with the standards contained in Section 17.45.##;
4. That the area to be converted shall be subject to all applicable building code requirements;

D. Process.

All applications for garage or carport conversions shall be subject to a building permit.

E. Conversion Criteria.

Garage or carport conversions are subject to the following criteria:

1. The garage door shall be removed from the structure, except when the applicant is retaining one parking stall to a standard width and length which would also be perpendicular with the garage door. The exterior elevation of the conversion shall be compatible in design with the existing dwelling;
2. Provision for buffering, such as a planter, shall be provided between the converted carport or garage and the remaining parking area;
3. The remaining parking area shall have a minimum depth of twenty feet from property line with access to be approved by the director.

**17.45.150 Bed and Breakfast Facilities.**

A. Purpose.

The purpose of this section is to provide for the following:

1. To allow, in limited cases, the operation of bed and breakfast facilities;  
and
2. To regulate such operations for the protection of the general health, safety and welfare.

**A. Process.**

Applications for bed and breakfast inns shall be subject to approval of a conditional use permit pursuant to Chapter 17.80. Bed and breakfast inns shall be subject to any such condition as deemed appropriate by the planning commission.

**B. Development Criteria.**

Bed and breakfast facilities are permitted, pursuant to a conditional use permit, in R, RM and C-2 zoned areas. In order for a conditional use permit to be approved, the following development criteria shall be met:

1. All standards of the underlying zoning district including, but not limited to, height, lot and yard requirements and lot coverage shall apply.
2. One additional off-street parking space shall be provided for each room available for lodging purposes. Tandem parking shall not be deemed as meeting this requirement.
3. The owner of the facility shall reside on site.
4. Bed and breakfast facilities shall be subject to all applicable building, fire, health and safety codes.
5. No person who is paying rent in exchange for lodging shall occupy a guest room on the premises for more than fourteen consecutive nights.
6. The scale and appearance of the bed and breakfast facility shall remain primarily residential in character; all buildings and site improvements shall be similar to and compatible in design with the surrounding neighborhood and adjacent residences. The planning commission shall have authority to grant or deny applications for bed and breakfast facilities based upon design and aesthetic criteria, as well as the other provisions of this section.
7. One externally lighted sign shall be allowed on the premises. The sign may be either wall-mounted or freestanding and shall not exceed six square feet in area. Freestanding signs shall not exceed five feet in height.
6. Bed and breakfast facilities shall be operated by the permanent occupants of the premises. No more than two persons not residing on the premises shall be employed in the operation of the facility. One additional parking space shall be provided for each two employees.

**17.45.160 Sight Distance.**

The following regulations shall apply to all intersections of streets, alleys and private driveways in order to provide adequate visibility for vehicular traffic. There shall be no visual obstructions within the cutoff areas established.

- A. There shall be a corner cutoff area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five degrees with the side, front or rear property line, as the case may be. It shall pass through the points located on both the side and front (or rear) property lines at a distance of thirty feet from the intersection of such lines at the corner of a street, alley or highway.
- B. There shall be a corner cutoff area on each side of any private driveway intersecting a street or alley. The cutoff lines shall be in a horizontal plane, making an angle of forty-five degrees with the side, front or rear property line, as the case may be. They shall pass through a point of not less than ten feet from the edges of the driveway where it intersects the street or alley right-of-way.
- C. There shall be a corner cutoff area on each side of any alley intersecting a street or alley. The cutoff lines shall be in a horizontal plane, making an angle of forty-five degrees with the side, front or rear property line, as the case may be. They shall pass through a point not less than ten feet from the edges of the alley where it intersects the street or alley right-of-way.
- D. Where, due to an irregular lot shape, a line at a forty-five degree angle does not provide for intersection visibility, such corner cutoff shall be defined by a line drawn from a point on the front (or rear) property line that is not less than thirty feet from the intersection of the side and front (or rear) property lines and through a point on the side and front (or rear) property lines.

**17.45.170 Regulation of adult material.**

- A. Purpose.

The adult uses and material subject to the provisions of this section are recognized as having serious objectionable characteristics which are incompatible with, and may have deleterious effects upon, adjacent areas and community values.

- B. Limitations Upon Display of Certain Materials.

It shall be unlawful for any person, partnership, corporation or other legal entity to display harmful matter in a public or private place, other than a public or private place from which minors are excluded, without placing a device

commonly known as a blinder rack in front of such matter, so that the lower two-thirds of the material is not exposed to view.

### **17.45.180 Businesses Selling Alcoholic Beverages**

#### **A. Purpose.**

The purpose of this section is to set forth the development and operational standards for the issuance of a conditional use permit for alcoholic beverage sales. Such standards are adopted to protect the public welfare and health from the potential problems associated with the sale of alcoholic beverages.

3. A Conditional Use Permit (consistent with the standards and procedures established in Chapter 17.80.020) shall be required for the following commercial uses where alcoholic beverages are sold, served or given away for on-site or off-site consumption:

- Bars and lounges
- Liquor stores
- Convenience stores where at least 10% of the shelf space is occupied by alcoholic products
- Gas stations with sales of alcoholic beverages
- Micro breweries
- Restaurants, cafes and eating places with a bar
- Night clubs with the sale of alcoholic beverages
- Bowling alleys and other recreational facilities where alcoholic beverages are sold
- Theatres with sales of alcoholic beverages

A Conditional Use Permit shall not required for the following uses that offer alcoholic beverages:

- Grocery stores and supermarkets
  - Restaurants, cafes and eating places that offer alcoholic beverages as a side product
  - Wine bars
4. In considering an application for a conditional use permit or revocation of an existing conditional use permit for alcoholic beverage sales under this section, the Planning Commission (or the city council in the event of an appeal), shall consider whether the proposed use will adversely affect the health, safety or welfare of the residents of the area or will result in an undue concentration of such establishments in one area. In considering the potential for negative impacts on surrounding parcels, the Planning

Commission shall take into consideration the location and proximity of the following uses:

- a. Residential buildings and neighborhoods;
  - b. Churches, schools, hospitals, parks, public playgrounds and other similar uses; and
  - c. Other establishments offering alcoholic beverages, including beer and wine.
3. In all determinations pursuant to this section, the applicant for the Conditional Use Permit for alcoholic beverage sales shall have the burden of proving by substantial evidence that the proposed use will not adversely affect the health, safety or welfare of the public, nor result in undue concentration of alcoholic beverage outlets in that part of the city, or detrimentally affect nearby uses within the city.
  4. The director is specifically authorized to refuse the issuance of any retail license for alcoholic beverage premises located within six hundred feet of churches, hospitals, schools, public playgrounds, and nonprofit youth facilities. This distance shall be measured pursuant to rules of the department, which is a straight-line distance from the nearest property line of the alcoholic beverage establishment's to the nearest property line of the sensitive facility.

#### **17.45.190 Wireless Communication Facilities**

##### **A. Purpose.**

The purpose of this chapter is to ensure greater compatibility between communication facilities and adjacent land uses, to protect the general public, and to provide for the communication needs of the region by establishing design and operating standards.

##### **B. Definitions.**

For the purpose of this chapter, certain terms and words as used herein are defined as follows:

“Above ground level” means a measurement of height from the natural grade of a site to the highest point of a structure.

“Antenna” means the surface from which wireless radio signals are sent and received by a personal wireless facility.

“Camouflaged” means a communication tower or facility that is disguised, hidden, part of an existing or proposed structure or placed within an existing or proposed structure.

“Carrier” means a company that provides communications services.

“Collocation” means the use of single mount on the ground by more than one carrier (vertical collocation) and/or several mounts on an existing building or structure by more than one carrier.

“Elevation” means the measurement of height above sea level.

“Equipment shelter” means an enclosed structure, cabinet, shed or box at the base of the mount within which are housed batteries and electrical equipment.

“Fall zone” means the area within which there is a potential hazard from falling debris or collapsing material.

“Guyed tower” means a monopole or lattice tower that is tied to the ground or other surface by diagonal cables.

“Lattice tower” means a type of mount that is self-supporting with multiple legs and cross bracing of structural steel.

“Licensed carrier” means a company authorized by the Federal Communications Commission (FCC) to construct and operate a commercial mobile radio services system.

“Monopole” means the type of mount that is self-supporting with a single shaft of wood, steel or concrete and a platform or racks for panel antennas arrayed at the top.

“Omnidirectional (whip) antenna” means a thin rod that beams and receives a signal in all directions.

“Panel antenna” means a flat surface antenna usually developed in multiples.

“Personal wireless service facility” means a facility for the provision of personal wireless services, as defined by the Telecommunications Act.

“Security barrier” means a locked, impenetrable wall, fence, or berm that completely seals an area from unauthorized entry or trespass.

“Separation” means the distance between one carrier’s array of antennas and another carrier’s array.

“Stealththing” means designing a communications tower and facilities to be architecturally incorporated into the surrounding community’s environs while minimizing aesthetic impacts. Examples of stealththing include, but are not limited to, steeples, windmills, water towers, flag poles or chimneys.

**C. Process.**

1. Applications for communications towers and facilities shall be allowed in the zones identified by use matrices in Chapters 17.26, 17.48, and 17.54. Communication towers and facilities shall be subject to any such condition as deemed appropriate by administrative approval or the planning commission.
2. Telecommunications facilities to be located on city-owned buildings or infrastructure, located on rights-of-way or city-owned property, pursuant to a master telecommunications siting agreement, meeting the requirements of city policy, are exempt from the provisions of this chapter.

**D. Development criteria.**

In order for a conditional use permit to be approved, the following development criteria shall be met:

1. The applicant shall submit documentation of the legal right to install and use the proposed site or facility at the time of application submittal.
2. All standards of the underlying zoning district or specific plan including, but not limited to, height, lot and yard requirements, and lot coverage shall apply.
3. Buildings shall be subject to the setback requirements of the zone or ten feet, whichever results in the greater setback.
4. A minimum of ten feet of the front, side, and rear yards shall be landscaped pursuant to Section 17.71.130.
5. All equipment proposed for a communication facility shall be authorized per the FCC.
6. A balloon or crane test at the proposed site to illustrate the height of the proposed facility, the date, time and location of such test shall be advertised in a newspaper of general circulation in the city at least fourteen days prior to the test.
7. The applicant shall provide written indemnification to the City of Dinuba to indemnify the city from liability associated with any damage to the property or adjacent properties caused by the communication and wireless facilities.

**E. Design standards.**

1. Equipment shelters for communication facilities shall be designed with one of the following standards:
  - a. Equipment shelters shall be located in underground vaults; or
  - b. Equipment shelters shall be designed to be consistent with the surrounding architectural styles and materials; or
  - c. Equipment shelters shall be camouflaged behind an effective year-round landscape buffer, equal to the height of the proposed building(s), and/or opaque fence.
2. Fencing shall be placed behind the landscaped areas and wood slats shall be woven into the fence if the fence is made of chain-link material. The use of barbed wire or similar material shall be located to the inside of the lot. Electrified fence or razor wire is prohibited unless required by any law enforcement agency or regulation of the state of California or any agency thereof.

**F. Lighting and signage.**

1. Facilities shall be lighted only if required by the Federal Aviation Administration (FAA). Lighting of equipment structures and any other facilities on the site shall be shielded from abutting properties. There shall be total cutoff of all light at the property lines of the parcel to be developed and foot-candle measurements at the property line shall be 0.0 initial foot-candles when measured at grade.
2. Signs shall be limited to those needed to identify the property and the owner and warn of any danger. All signs shall comply with the requirements of the city's sign regulations.
3. All ground-mounted facilities shall be surrounded by a security barrier.

**G. Environmental standards.**

1. No hazardous waste shall be discharged on the site of any communication facility. If any hazardous materials are to be used on the site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor, designed to contain one hundred ten percent of the volume of the hazardous materials stored or used on the site.
2. Communication facilities shall not generate noise in excess of fifty dB at the property line.

## H. Collocation.

3. Licensed carriers shall share facilities and sites where feasible and appropriate, thereby reducing the number of facilities that are stand-alone. All applicants shall demonstrate a good faith effort to collocate with other carriers. Such good faith efforts include:
  - a. A survey of all existing structures that may be feasible sites for collocation;
  - b. Contact with other carriers;
  - c. Sharing information necessary to determine if collocation is feasible.
4. In the event collocation is not feasible a written statement of the reasons for the unfeasibility shall be submitted to the city. The city may retain a radio frequency engineer to verify if collocation at the site is not feasible. The cost for such an engineer will be at the expense of the applicant. The city may deny a permit to an applicant that has not demonstrated a good faith effort to provide for collocation.

## I. Modifications.

1. A modification of a facility may be considered equivalent to an application for a new facility and will require a new conditional use permit or administrative use permit when the following apply:
  - a. The applicant wants to alter the terms of the conditional use permit by changing the facility in one or more of the following ways:
    - i. Increase the approved maximum height.
    - ii. Increase the approved maximum extension of equipment out from the center of the tower on towers without stealthing.
    - iii. Increase in the footprint of the facility on the ground.
    - iv. Removal of stealthing.
2. A modification of the facility does not require a new or modified conditional use permit when collocation, addition or replacement of equipment that does not result in an increase in height beyond the approved maximum height, an increase in the approved maximum

extension of equipment out from the center of the tower on towers, increase in the footprint of the facility on the ground, or removal of stealthing.

A. Abandonment or discontinuation of use.

1. At such time a licensed carrier plans to abandon or discontinue operation of a facility, such carrier will notify the city or the proposed date of abandonment or discontinuation of operations. Such notice shall be given no less than thirty days prior to abandonment or discontinuation of operations. In the event that a licensed carrier fails to give such notice, the facility shall be considered abandoned upon such discontinuation of operation.
2. Upon abandonment or discontinuation of use, the carrier shall physically remove the facility within ninety days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited to:
  - a. Removal of antennas, mount, equipment shelters and security barrier from subject property;
  - b. Proper disposal of the waste materials from the site in accordance with the city standards;
  - c. Restoring the location of the facility to its natural condition, except that any landscaping and grading shall remain.
3. If a carrier fails to remove a facility in accordance with this chapter, the city shall have the authority to enter the subject property and physically remove the facility. The city may require the applicant to post a bond at the time of construction to cover for the removal of the facility in the event the city must remove the facility.

**17.45.200 Manufactured housing.**

A. Purpose.

It is the purpose of this article to, where approved, allow manufactured homes to be placed on individual residential lots in the RA, R and RM districts. The manufactured home provisions shall not change the provisions of the existing district, but will provide for permanent manufactured homes under development standards to assure compatibility within the block in the district.

It is further the intention of this article to provide another type of affordable housing, as outlined in the goals and policies in the Dinuba general plan.

A. Requirements.

1. Date of Manufacture. No manufactured home shall be installed that was manufactured more than ten years from the date of application for a building permit for installation.

B. Development standards and conditions.

1. Finish Floor Elevation. All manufactured homes shall be installed on a foundation at the same finish floor elevation compatible to existing standards established within the block in the existing district, and excavated to comply to all standards of the Uniform Building Code, approved by the building official.
2. Foundations. All manufactured homes shall be installed on a permanent foundation in accordance with city building codes; Section 18551 of the State Health and Safety Code; State of California Housing and Community Development regulations; or a foundation designated by an engineer, licensed within the state of California. The approved method of securing the manufactured home to a permanent foundation shall be detailed when submitting plans for plan check and permit.
3. Roof Pitch. All manufactured homes shall have a roof pitch of not less than three-inch vertical rise for each twelve inches of horizontal run, or not less than what is consistent to be compatible within the block in the existing district.
4. Roofing Material. All manufactured homes and their accessory garages or carports shall have a roof consisting of asphalt composition, clay, tile, concrete or metal tile or panels, slate, built-up asphaltic-gravel materials or other material customarily used for conventional dwellings, compatible with all roofs within the block in the existing district.
5. Roof Overhang. All manufactured homes and their garages or carports shall have a pitched roof with a minimum sixteen-inch roof overhang on each of the perimeter walls such that the overhang is architecturally integrated into the design of the dwelling unit.
6. Exterior Material. All manufactured homes shall be covered with wood, masonry, concrete, stucco, metal lap, or an exterior material customarily used on conventional dwellings, compatible within the block in the existing district. The exterior covering material shall extend to the ground, except that when a solid concrete or masonry perimeter foundation is used,

the exterior covering material need not extend below the top of the foundation.

7. **Minimum Width of Manufactured Home.** All manufactured homes shall have a minimum width of twenty feet, or be compatible with existing conventional dwellings within the block in the district.
8. **Alterations.** The manufactured home shall not have been, or shall not be, altered in violation of applicable codes; any manufactured home altered shall not be allowed to be located into the existing district unless certified by the Department of Housing and Community Development prior to the issuance of a permit by the building official.
9. **Certification.** All manufactured homes shall be certified under the National Mobile Home Construction and Safety Standards Act of 1974 (42 USC Section 5401 et seq.).
10. **Residential Use.** All manufactured homes shall be occupied only as a single-family residential unit.
11. **Utility Connections.** All manufactured home utility connections pertaining to electrical, gas, water, mechanical and sewer shall be installed in a permanent manner applicable to a permanent single-family residential structure in the existing district. Location of water meters and gas meters shall conform to adopted standards of the city.
12. **Accessory Building.** All manufactured home accessory buildings such as detached garages, carports, patios or accessory buildings shall conform to all requirements of the Uniform Building Code or Department of Housing and Community Development requirements; all materials used for roofing and exterior shall be compatible with material customarily used on conventional accessory structures within the block in the existing district.
13. **Wheels and Axles.** All manufactured home tow bars, wheels and axles shall be removed when the manufactured home is installed on a residential lot, so as to be compatible with structures within the existing district.
14. **Fees.** All manufactured homes shall be subject to all fees required for new single-family dwellings as adopted by the city.
15. **Modifications.** No modifications shall be granted to a manufactured home unless approved by the Department of Housing and Community Development and the building official for the city.

16. Permits. Prior to the installation of a manufactured home on a permanent foundation, the owners of the manufactured home or a licensed contractor shall obtain a building permit.
17. Surrender of Registration. Subsequent to applying for the required building permits, and prior to the occupancy of a manufactured home on a permanent foundation, a certification of occupancy is to be issued by the building official pursuant to Section 18551 of the California Health and Safety Code. Thereafter, any vehicle license plate, certificate of ownership and certification of registration issued by a state agency is to be surrendered to the appropriate state agencies. Any manufactured home which is permanently attached with foundation must bear a California insignia or federal label, pursuant to Section 18550(b) of the Health and Safety Code.
18. Appeals. Any decision made by city officials on the compatibility of a manufactured home within a block in any district pursuant to this chapter may be appealed by the applicant or an aggrieved party to the planning commission.
19. Deviations. The community development department may approve deviations from one or more of the standards of this section on the basis of a finding that the architectural style proposed provides compensating design features and that the proposed dwelling will be compatible and harmonious with existing structures in the vicinity.

#### **17.45.210 Garage sales.**

**A. Permit required.**

It is unlawful for any person, copartnership, club or association to conduct a sale without having secured a permit for such sale.

**B. Posting of permit.**

The permit shall be posted in a conspicuous place on the premises, outdoors or at the front entrance to the garage, patio or yard. The permit shall be posted in a place which is readily visible from the permitted address street frontage, unless the sale is taking place in a location in which the address frontage is an alley way, in which case the permit shall be posted in a place which is calculated most reasonably to give notice to anyone driving by of the content of the permit.

**C. Permit fee.**

The permit fee schedule shall be as follows:

1. First time during calendar year, permit required (no fee);
2. Second time during calendar year, permit fee as set by the city council;
3. More than two, permit fee as set by council plus the conditional use permit fee.

D. Location allowed.

Sales shall only be located on property that is used for residential purposes. Church rummage sales shall be located on the church property. No sales shall be permitted on properties which are adjacent to school entrances and exits where students are dropped off or picked up other than on days in which there is no school in session such as weekends and holidays.

E. Number of sales allowed.

There shall not be more than two sales allowed per calendar year at any one address, unless a conditional use permit is filed and approved by the planning commission.

F. Signs.

Signs advertising a sale shall be located on the property only. Individual signs shall not exceed three square feet; total signs shall not exceed nine square feet in the aggregate, and shall not be placed so as to block vehicular or pedestrian view from adjoining properties. Posting of signs shall be only during time of sale and in conformance with Chapter 17.72 (Signs).

G. Length of time of sale and hours permitted.

No sale shall last more than three days. No sale shall start before six a.m. or continue after eight p.m.

H. Violation.

The conducting of any garage, patio or yard sale without a valid permit shall be considered an infraction. Each day of such sale without a valid permit constitutes a separate offense.

**17.45.220 Mobile Home Parks****A. Purpose**

The purpose of this section is to establish standards for the development of mobile home parks in Dinuba. Dinuba's housing element acknowledges that these developments serve as a valuable source of housing for the elderly and households in the lower- to moderate-income categories. Further, the higher densities of mobile home parks can help to conserve valuable farmland.

**B. Permitted Uses**

Permitted uses within mobilehome parks are those listed as permitted (or permitted subject to a Conditional Use Permit in the underlying zone district in which the park is situated.

**C. Development Standards (see also Exhibit 45-1)****1. Density**

No more than 8 mobile homes per gross acre shall be permitted.

**2. Lot Size**

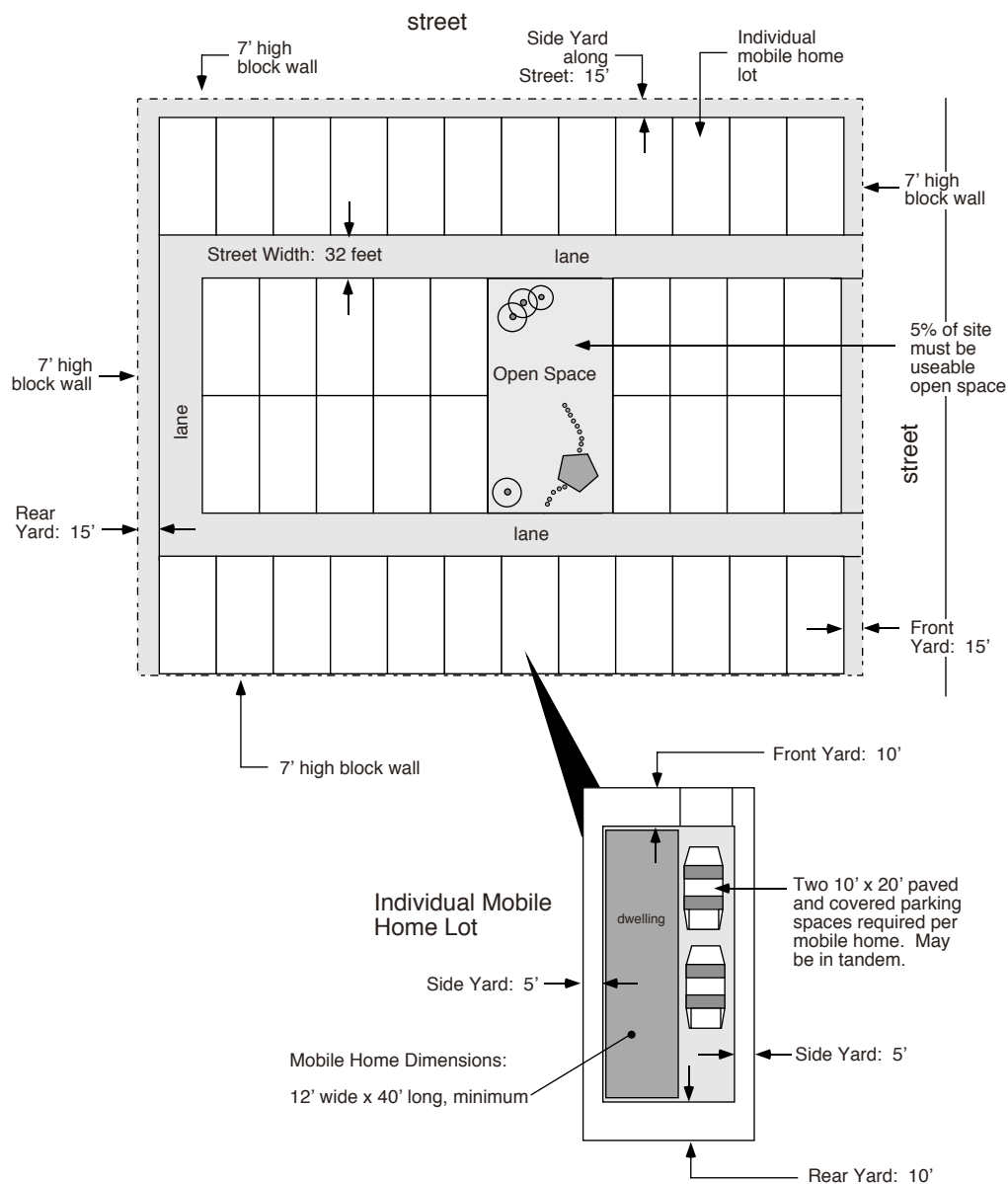
- a. The minimum parcel size for a mobile home park shall be 5 acres.
- b. For a "single-wide" mobile home, the minimum size for an individual mobile home space is 2,800 square feet (25 feet wide and 50 feet long). For a "double-wide" mobile home the minimum size for an individual mobile home space is 3,200 square feet (35 feet wide and 50 feet long)

**3. Coverage**

No more than 75 percent of an individual space shall be covered with structures, including the mobile home, carport, patio, and storage buildings.

**4. Unit size**

All mobile homes shall have a minimum width of 12 feet and a minimum length of 40 feet.

**Exhibit 45-1: Selected Mobile Home Park Standards**

## 5. Setbacks

a. Setbacks for the entire mobile home park shall be as follows:

- (i) Front yard: 20 feet.
- (ii) Side yards: 10 feet.

- (iii) Rear yard: 20 feet.
  - b. Setbacks for mobile homes on an individual mobile home space shall be as follows:
    - (i) Front yard: 10 feet.
    - (ii) Side yard: 5 feet.
    - (iii) Rear yard: 10 feet.
- 6. Patios

Each mobile home site shall have a hard-surfaced patio area of not less than 200 square feet. A permanent porch greater than 20 square feet in area may be counted toward the required patio area.
- 7. Access and Streets
  - a. A mobile home park shall have no fewer than two entrances for vehicles from a public street.
  - b. Interior streets within the mobile home park shall have a minimum paved width of 25 feet. Said streets shall be constructed consistent with Dinuba's Improvements Manual.
- 8. Open Space
  - a. Five percent of the gross area of any mobile home park shall be devoted to useable open space. Space for streets and required setback areas shall not be counted toward this open space requirement.
  - b. Pedestrian ways shall be provided throughout the mobile home park, connecting all mobile home sites with one another and with common recreation areas.
- 9. Landscaping
  - a. All setback areas that front onto a public street shall be provided with landscaping and an automated irrigation system.
  - c. All landscaping shall reflect concepts of the Dinuba Landscape Design Guidelines and comply with landscape standards of Chapter 17.71.130 (Landscaping and Irrigation).

- d. The front yard of each individual mobile home lot shall be landscaped.

10. Building Height

Residential structures shall not exceed 25 feet/two stories in height; Accessory structures shall not exceed 12 feet in height.

11. Fencing, Walls and Hedges

A 7-foot high solid block wall shall be constructed along all property lines that surround the mobile home park, however the fence shall be reduced to 3 feet within the required front yard area.

12. Off-Street Parking

a. Resident Parking

Each mobile home space shall provide two off-street parking stalls. Said stalls may be designed as tandem stalls. Each stall shall have a minimum width of 10 feet and a minimum depth of 20 feet. All stalls shall be paved consistent with Dinuba's Improvements Manual.

b. Guest Parking

There shall be one guest parking space provided within the mobile home park for every two mobile homes. The location of guest parking shall be approved as part of the Conditional Use Permit for the mobile home park.

c. Office Parking

Parking shall be provided for central recreation buildings, park offices and other similar buildings at a ratio of one parking space per 400 square feet of gross floor space

d. Recreational Vehicle Storage Space

Centralized storage areas shall be provided for recreational vehicles and boats, at a minimum of one space per five mobile home spaces. Individual storage spaces shall measure not less than ten feet by thirty feet, and shall have direct access to a driveway with minimum width of twenty feet.

- e. Storage areas shall be paved and drained in order to be usable year round and shall be completely screened from exterior view by a combination of landscaping, masonry walls, fences or other comparable screening devices six feet in height.

13. Utility Installation

- a. Utility lines, including, but not limited to, electric, communications, street lighting and cable television, shall be placed underground.
- b. Each mobile home space and all interior roads shall be lighted for the safety and convenience of persons using the premises.
- c. All connections for each mobile home shall be placed at the rear of the mobile home space.

14. Special Requirements

- a. The mobile home park shall be provided with a laundry building for clothes washing and drying.
- b. Each mobile home pad shall consist of a base material adequate to support a mobile home.
- c. All tongues and tow bars shall be removed once a mobile home is fixed to the lot.
- d. All mobile homes shall be fitted with skirting, extending from the floor level of the mobile home to the ground.
- e. An on-site manager shall be required for all mobile home parks containing 16 or more mobile home units.
- f. Trash enclosures shall be provided, consistent with City specifications.

15. Signs

All signage at mobile home parks shall be consistent with the requirements established in Chapter 17.72 (Signs).



## City Council Staff Report

Department: FINANCE SERVICES

April 9, 2024

**To:** Mayor and City Council  
**From:** Karina Solis, Administrative Services Director  
**By:** Jacqueline Lopez, Senior Fiscal Analyst  
**Subject:** Resolution No. 2024-20 Adopting Adjustment to User Fees, Charges and Fines (KS)

### RECOMMENDATION

Council to conduct a public hearing and adopt Resolution No. 2024-20 approving adjustments to user fees effective July 1, 2024.

### EXECUTIVE SUMMARY

The City Council adopted User Fees on April 11, 2023 following a comprehensive user fee study prepared by Willdan Financial Services. The City reviews user fees annually and makes adjustment as warranted. The proposed fees reflect minor adjustments to cover increased costs in providing services.

### OUTSTANDING ISSUES

None.

### DISCUSSION

On June 23, 1992, the City Council adopted Ordinance No. 92-10 establishing a fee and service charge revenue/cost system or User Fee Program (UFP). The UFP established fees or charges intended to recover the full costs reasonably borne by the City for providing a specific service. Since 1992, City Council has adopted the fees annually with adjustments to the amount based on the Consumer Price Index as needed.

In preparation of the 2022/23 annual review of the fees, City Staff contracted with Willdan Financial Services to re-evaluate the basis of the fees. Willdan worked closely with City staff to determine personnel time, materials, and other costs to the City to determine the fees that were adopted by council on April 11, 2023.

Since the adoption of the comprehensive User Fee Study, the City review and adjust fees on an annual basis. Staff is recommending that these fees be adjusted consistent with the 2023 CPI of 3.4%. The user fees and proposed adjustments are shown in Exhibit '1'.

Resolution No. 2024-20 enclosed herein as attachment 'A' approves the proposed user fees for Fiscal Year 2024/25. The new fees will take effect July 1, 2024.

### FISCAL IMPACT

As presented in this item, the proposed fee adjustments will provide revenues consistent with the 2023 U.S CPI as well as reimbursing the City for more of its cost in providing municipal services.

## PUBLIC HEARING

A notice of the hearing was published in the Mid-Valley on March 28, 2024 Times and on the City's Website.

## ATTACHMENTS:

Description

[Resolution No. 2024-20](#)

[Exhibit 1](#)

## **RESOLUTION 2024-20**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA AMENDING VARIOUS RESOLUTIONS WHICH SET FEES, CHARGES, AND FINES FOR CITY SERVICES**

WHEREAS, the City of Dinuba has conducted an extensive analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fines, fees and charges for special services; and,

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIIB of the California Constitution and limit the growth of taxes; and

WHEREAS, the City has adopted Ordinance 92-10 establishing its policy as to the recovery of costs reasonably borne to be recovered from users of City services; and

WHEREAS, pursuant to Government Code Section 54994.1 the specific fees and fines to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

WHEREAS, notice of public hearing has been provided per Government Code Section 6062A, oral and written presentations have been made and received, a general explanation of the hereinafter contained schedule of fees, charges and fines has been published as required, and the required public hearing held; and

WHEREAS, it is the intention of the City Council to develop a revised schedule of fees, charges and fines based on the City's budgeted and projected costs reasonably borne; and

WHEREAS, Resolution 98-08, adopted by the City Council on March 24, 1998, did declare the intent of the City Council to be that all fees, charges, and fines included in this schedule be reviewed at least annually and adjusted accordingly; and

WHEREAS, all requirements of California Government Code Sections 66016 and 66018 are hereby found to have been complied with;

WHEREAS, Willdan Financial Services (Willdan) prepared an analysis of the City's fees, for fiscal year 2023-24;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA,  
DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

The changes to the fee schedule enclosed herein as Exhibit '1' shall be in effect commencing July 1, 2024, and shall remain in effect until change or amended by the City Council. All other existing and approved fees, charges and fines will remain at their approved rates.

PASSED, APPROVED, AND ADOPTED this 9th day of April 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## COMMUNITY SERVICES

#	Description	Adopted Fee 23/24	Unit	Notes
1	Private Building Rentals per hour			
2	Private Use of Multi-purpose	\$86.00		
3	Kitchen Use	\$48.00		
4	Set-up/ Tear Down (Tables & Chairs)	\$28.00		
5	Park Rentals (Picnic Areas/Bandshell) For 5 hours, for full day, double the rate			
6	0-50 Attendance	\$50.00		
7	51-100 Attendance	\$69.00		
8	101-150 Attendance	\$92.00		
9	151 + Attendance	\$110.00		
10	Park Rentals (Athletic Fields) per hour			
11	Private Use of Field	\$52.00		2 hr minimum
12	Private Use of Field - Baseball/Softball	\$52.00		2 hr minimum
13	Private Use of Field - Basketball/Soccer	\$34.00		2 hr minimum
14	Tournament (Baseball/Softball)	\$230.00		
15	Tournament (Basketball/Soccer)	\$171.00		
16	Miscellaneous (Private Rentals)			
17	Supervision	\$39.00		
18	Facility Use			
19	Site Prep.-Athletic Fields			
20	Site Prep.- Roosevelt Baseball Field	\$52.00		
21	Site Prep.- Delgado Softball Field	\$64.00		
22	Site Prep.- K/C Vista Baseball Field	\$69.00		
23	Site Prep.- Soccer Field	\$64.00		
24	Site Prep.- Basketball Court	\$11.00		
25	Site Preparation- Bandshell & Picnic Areas	\$34.00		
26	Electricity-Athletic Fields (25% off for non-profit groups)	\$27.00		

Proposed Fee 24/25	Fee Δ
\$89.00	\$3
\$50.00	\$2
\$29.00	\$1
\$52.00	\$0
\$71.00	\$0
\$95.00	\$0
\$114.00	\$0
\$54.00	\$2
\$54.00	\$2
\$35.00	\$1
\$238.00	\$8
\$177.00	\$6
\$40.00	\$1
\$54.00	\$2
\$66.00	\$2
\$71.00	\$2
\$66.00	\$2
\$11.00	\$0
\$35.00	\$1
\$28.00	\$1

**COMMUNITY SERVICES**

#	Description	Adopted Fee 23/24	Unit	Notes
27	Electricity-Bandshell/C.C.	\$11.00		
28	Facility Use for Grantee(s)			
29	Room Rental	\$5.00		
30	Electricity	\$6.00		
31	Custodial Supplies	\$1.00		
32	Youth Sports			
33	Youth Sports Registrations	\$40-\$50		
34	Youth Sports Late Registration			
35	Adult Sports			
36	3 on 3 Basketball	\$125.00		
37	5 on 5 Basketball	\$500.00		
38	Volleyball	\$150.00		
39	Softball	\$450.00		
40	Team Sponsorships			
41	Per Team	\$250.00		
42	Refund Processing Fee			
43	Fee for Processing Registration Refunds	\$8.00		
44	Aquatics			
45	Swim Lesson Registrations	\$34.00		
46	Open Swim Fee	\$2.00		
47	Special Events Fees			
48	Parade Entry	\$11.00		
49	Public Address System Use			
50	P.A. Use	\$64.00		
51	Summer Fun in the Park			
52	Summer Youth Program	\$30.00	Per Month	
53	After School Care			

Proposed Fee 24/25	Fee Δ
\$11.00	\$0
\$5.00	\$0
\$6.00	\$0
\$1.00	\$0
\$41-\$51	\$0
\$5.00	\$5
\$129.00	\$4
\$517.00	\$17
\$155.00	\$5
\$465.00	\$15
\$259.00	\$9
\$8.00	\$0
\$35.00	\$1
\$2.00	\$0
\$11.00	\$0
\$66.00	\$2
\$31.00	\$1

**COMMUNITY SERVICES**

#	Description	Adopted Fee 23/24	Unit	Notes
54	After School Care	\$30.00	Per Month	
55	After school Care - Late Pick up			
56	Photocopies			
57	legal size	\$2.00	first page	plus .05 per addn'l page
58	letter size	\$2.00	first page	plus .05 per addn'l page
59	Returned Check Charge **			
60	Charge for bad checks	\$25.00		** State Law Mandates the Charge at \$25.00
61	Document Search			
62	Per hr. set fee, min. 1/2 hr charge	\$24.00		
63	Subpoena fee			
64	For each day the employee is required to be in attendance at the proceeding pursuant to the subpoena. Required by State Law AB 2727	\$275.00		
65	<b>Sports Plex</b>			
66	Admission (Drop-In Sports)			
67	Includes basketball/volleyball courts, arcade area, ping pong, and turf area fields (based on availability)	\$2.00		
68	Batting Cage Pitching Machine Use Fee			
69	5 minutes (up to 50 pitched balls)	\$5.00		
70	15 minutes (up to 150 pitched balls)	\$10.00		
71	30 minutes (up to 300 pitched balls)	\$15.00		
72	45 minutes (up to 450 pitched balls)	\$25.00		
73	60 minutes (up to 600 pitched balls)	\$30.00		
74	Turf Training Area			

Proposed Fee 24/25	Fee Δ
\$31.00	\$1
\$5-\$10	\$0
\$2.00	\$0
\$2.00	\$0
\$26.00	\$0
\$25.00	\$1
\$284.00	\$9
\$2.00	\$0
\$5.00	\$0
\$10.00	\$0
\$16.00	\$1
\$26.00	\$1
\$31.00	\$1

**COMMUNITY SERVICES**

#	Description	Adopted Fee 23/24	Unit	Notes
75	30 minutes	\$15.00		
76	60 minutes	\$25.00		
77	Batting Cages Rental			
78	30 minutes	\$10.00		
79	60 minutes	\$25.00		
80	Party Area Reservation			
81	2 hours (does not include admittance fee)	\$25.00		
82	Batting Cage Pitching Machine Use Fee			
83	30 minutes (up to 300 pitched balls)	\$15.00		
84	60 minutes (up to 600 pitched balls)	\$20.00		
85	Basketball/Volleyball Court Reservation			
86	30 minutes	\$15.00		
87	60 minutes	\$20.00		
88	Turf Area Reservation			
89	30 minutes	\$15.00		
90	60 minutes	\$20.00		
91	Private Facility Rental			
92	Per hour	\$150.00		
93	Conference Room Rental			
94	Per hour			
95	Programming/Competition Facility Rental			
96	Per hour	\$120.00		
97	Event Support Staff Service Charge	\$35.00	per hour	
98	Team Packages for Batting Cages (Baseball/Softball Packages)			
99	Bronze Package- 2 hours, 1 cage	\$70.00		Addl cages \$10
100	Silver Package - 3 hours, 1 cage	\$95.00		Addl cages \$10
101	Gold Package- 4 hours, 2 cages	\$150.00		Addl cages \$10
102	Soccer/Football Packages			
103	Bronze Package - 2 hours	\$40.00		
104	Silver Package - 3 hours	\$65.00		

Proposed Fee 24/25	Fee Δ
\$16.00	\$1
\$26.00	\$1
\$10.00	\$0
\$26.00	\$1
\$26.00	\$0
\$16.00	\$1
\$21.00	\$1
\$16.00	\$1
\$21.00	\$1
\$16.00	\$1
\$21.00	\$1
\$155.00	\$5
\$25.00	\$25
\$124.00	\$4
\$36.00	\$1
\$72.00	\$2
\$98.00	\$3
\$155.00	\$5
\$41.00	\$1
\$67.00	\$2

**COMMUNITY SERVICES**

#	Description	Adopted Fee 23/24	Unit	Notes
105	Gold Package - 4 hours	\$90.00		
106	Basketball/Volleyball Packages			
107	Bronze Package - 2 hours	\$40.00		
108	Silver Package - 3 hours	\$65.00		
109	Gold Package - 4 hours	\$90.00		
110	One year banner sponsorship	\$400.00		
111	City Sponsored Activities/Tournaments	\$5.00	per person	
112	Public Facility Rental	\$125.00	per hour	
113	Access Card for Pitching Machine - 30 minutes plus entry fee (includes 5 passes)	\$50.00		
114	Access Card for Pitching Machine - 60 minutes plus entry fee (includes 5 passes)	\$120.00		
115	<b>Senior Center</b>			
116	Annex - Maximum Capacity 185			
117	General Public	\$82.00	Per Hour	
118	Non-profit	\$72.00	Per Hour	
119	Dinuba Senior Center Member	\$64.00	Per Hour	
120	Social Hall - Maximum Capacity 185			
121	General Public	\$82.00	Per Hour	
122	Non-profit	\$72.00	Per Hour	
123	Dinuba Senior Center Member	\$64.00	Per Hour	
124	Activity Rooms (A-1 or A-2)			
125	General Public	\$45.00	Per Hour	
126	Non-profit	\$40.50	Per Hour	
127	Dinuba Senior Center Member	\$36.00	Per Hour	
128	Kitchen			
129	General Public	\$25.00	Per Hour	
130	Non-profit	\$22.50	Per Hour	
131	Dinuba Senior Center Member	\$20.00	Per Hour	

Proposed Fee 24/25	Fee Δ
\$93.00	\$3
\$41.00	\$1
\$67.00	\$2
\$93.00	\$3
\$414.00	\$14
\$5.00	\$0
\$129.00	\$4
\$52.00	\$2
\$124.00	\$4
\$85.00	\$3
\$74.00	\$2
\$66.00	\$2
\$85.00	\$3
\$74.00	\$2
\$66.00	\$2
\$47.00	\$2
\$42.00	\$2
\$37.00	\$1
\$26.00	\$1
\$23.00	\$1
\$21.00	\$1

**COMMUNITY SERVICES**

#	Description	Adopted Fee 23/24	Unit	Notes
132	Kitchen with Social Hall	\$50.00		
133	Courtyard			
134	General Public	\$40.00	Per Hour	
135	Non-profit	\$36.00	Per Hour	
136	Dinuba Senior Center Member	\$32.00	Per Hour	
137	Other Fees			
138	Ceramics Class	\$25.00	Per every 10 classes	
139	Newsletter mailing	\$10.00	Annually	
140	Kiln Firing	\$35.00	Per Firing	
141	Lunch for Senior Citizens	\$1.50	Per lunch	

Proposed Fee 24/25	Fee Δ
\$52.00	\$2
\$41.00	\$1
\$37.00	\$1
\$33.00	\$1
\$26.00	\$1
\$10.00	\$0
\$36.00	\$1
\$2.00	\$1

**AMBULANCE SERVICES**

#	Description		Adopted Fee 23/24	Unit
1	Ambulance Records		\$30.00	
2	Ambulance Rates	ALS-1 Base Rate	\$1,917.00	
3		ALS-1 Emergency Base Rate - Resident	\$1,917.00	
4		ALS-1 Emergency Base Rate - Non Resident	\$2,017.00	
5		ALS-2 Base Rate	\$2,949.00	
6		BLS Base Rate	\$1,032.00	
7		BLS Emergency Base Rate - Resident	\$1,506.00	
8		BLS Emergency Base Rate - Non Resident	\$1,706.00	
9		Mileage	\$44.70	mile
10		Night Fee	\$131.00	
11		EKG Heart Monitor	\$131.00	
12		Oxygen	\$106.00	
13		Disposable Supplies	\$0.00	
14		IV Admin.	\$0.00	
15		Non-Transport ALS Treatment	\$833.50	
16		Non-Transport Assessment Charge	\$544.00	
17		Non-Transport BLS Treatment	\$544.00	
18	Special Events	Special Event / Stand-by (2 Staff) PER HOUR	\$288.00	
19	Medical Training Classes	E.M.T. Basic Full Class	\$600.00	per person
20		First Aid, CPR & AED (Full Class)	\$98.00	per person
21		First Aid (Full Class)	\$75.00	per person
22		CPR & AED (Full Class)	\$75.00	per person
23		Pediatric First Aid, CPR & AED (Full Class)	\$75.00	per person
24		BLS (Full Class)	\$75.00	per person
25		BLS (Skills Testing)	\$35.00	per person
26		ACLS (Full Class)	\$200.00	per person
27		ACLS (Renewal)	\$110.00	per person
28		ACLS (Skills Testing)	\$60.00	per person
29		PALS (Full Class)	\$60.00	per person
30		PALS (Renewal)	\$110.00	per person
31		PALS (Skills Testing)	\$60.00	per person
32	Fire Med	Membership	\$65.00	per person

\* Per person

Proposed Fee 24/25	Fee Δ
\$31.00	\$1
\$1,917.00	\$0
\$1,917.00	\$0
\$2,017.00	\$0
\$2,949.00	\$0
\$1,032.00	\$0
\$1,506.00	\$0
\$1,706.00	\$0
\$44.70	\$0
\$131.00	\$0
\$131.00	\$0
\$106.00	\$0
\$0.00	\$0
\$0.00	\$0
\$833.50	NA
\$544.00	NA
\$544.00	NA
\$298.00	\$10
\$620.00	\$20
\$101.00	\$3
\$78.00	\$3
\$78.00	\$3
\$78.00	NA
\$78.00	NA
\$36.00	NA
\$207.00	NA
\$114.00	NA
\$62.00	NA
\$62.00	NA
\$114.00	NA
\$62.00	NA
\$62.00	NA
\$75.00	\$10

**FIRE**

#	Description		Adopted Fee 23/24	Unit	Notes	Proposed Fee 24/25	Fee Δ
1	Fire Reports	Incident Report	28.00			\$29.00	NA
		Investigation Report	48.00			\$50.00	\$2
2	Hydrant Testing	Inspect & Test Hydrant	175.00			\$181.00	\$6
3	State Mandated Fire Inspections - Annual	High Rise, Jails, Hospitals, etc...	175.00			\$181.00	\$6
		Schools	No Charge			No Charge	\$0
4	Annual / Bi-Annual Business Inspection	1st Inspection	100.00			\$103.00	NA
		1st Re-Inspection	No Charge			No Charge	\$0
		2nd Re-Inspection	\$100.00		Admin Citation in Addition	\$103.00	\$3
		3rd Re-Inspection	\$100.00		Admin Citation in Addition	\$103.00	\$3
		4th Re-Inspection	\$100.00		Admin Citation in Addition	\$103.00	\$3
5	New Business Inspection	Commercial Inspection	\$175.00			\$181.00	\$6
		Industrial Inspection	\$250.00			\$259.00	\$9
		1st Re-Inspection	No Charge			No Charge	\$0
		2nd Re-Inspection	No Charge			No Charge	\$0
		3rd Re-Inspection	\$100.00		Admin Citation in Addition	\$103.00	\$3
		4th Re-Inspection	\$100.00		Admin Citation in Addition	\$103.00	\$3
		5th Re-Inspection	\$100.00		Admin Citation in Addition	\$103.00	\$3
6	Fire Sprinkler Plan Check and Site Testing (New or Tenant Improvement)	Commercial/Multi Family (51 to 500 Sprinklers)	\$475.00			\$491.00	\$16
		Commercial/Multi Family (More Than 501 Sprinklers)	\$875.00			\$905.00	\$30
	Tennant Improvement Only	Commercial/Multi-Family (up to 10 heads)	\$0.00			\$275.00	\$275
	Tennant Improvement Only	Commercial/Multi-Family (More than 11 less than 50 heads)	\$0.00			\$325.00	\$325
	Residential Fire Sprinklers	Residential Plan Check Only	\$131.00			\$135.00	\$4
		Residential Site Inspection/Testing & Final	\$186.00			\$192.00	\$6
	Residential Fire Sprinkler Inspection	Inspection Only Outside of Initial Permit (re-inspect)	\$0.00			\$62.00	\$62
7	Fire Alarm Plan Check Panel Change Only/Tenant Improvement	Change to Panel Only	\$0.00			\$100.00	\$100
	Fire Alarm Plan Check for Upgrade or Tenant Improvement	Addition of 5 or Less Devices	\$0.00			\$232.00	\$232
	Fire Alarm Plan Check and Site Testing	Less than 50 devices	\$404.00			\$418.00	\$14
		50 to 100 devices	\$0.00			\$700.00	\$700
		100 or more	\$0.00			\$808.00	\$808
	Plan Check/Review	Plan Review or Check Only	\$0.00	hr		\$150.00	\$150
	Fire Reinspection Fee		\$0.00			\$175.00	\$175
	PV/ESS System Plan Review	Plan Review or Check Only	\$0.00			\$400.00	\$400
	Fire Consult Fee		\$0.00	hr		\$150.00	\$150
	Fire Sprinkler Site Inspeccion	Inspection Only Outside of Initial Permit	\$0.00			\$175.00	\$175
8	Fire Pump Site Testing	Inspect and test fire pump site	\$175.00			\$181.00	\$6
9	Temporary Membrane Structures, Tents and Canopies	Inspection and permit for tent or air supported structure used for assemblies (occupant load of 50 or more)	\$250.00			\$259.00	\$9
		Inspection and permit of all other tents & canopies	\$100.00	hr		\$103.00	\$3
10	Special hazard use permit	Special Use Permit	\$95.00			\$98.00	\$3
11	Permit - Tank Installation/ Removal	Flammable combination liquid tanks	\$95.00			\$98.00	\$3
12	Tank Plan Review	Flammable combination liquid tanks	\$95.00			\$98.00	\$3

**FIRE**

#	Description		Adopted Fee 23/24	Unit	Notes
13	Fire Suppression Hood System	Permits, plan review, and testing	\$225.00		
14	Fireworks	Fireworks Stand Inspection	\$35.00		
		Public Fireworks Display Permit	\$200.00		
		Public Fireworks Display Standby (minimum 4 hours)	\$250.00	hr	See Emergency Response Standby
15	Special Events	Booth Inspection (Carnival, Food Vendor)	\$20.00		
		On-site inspection of Carnival/Fair Sites	\$225.00	event	
16	Citations	Possession or use of illegal fireworks (1st Citation)	\$1,500.00		See Municipal Code
		Possession or use of illegal fireworks (2nd Citation)	\$1,500.00		
		Possession or use of illegal fireworks (3rd Citation)	\$1,500.00		
		False alarm calls (3rd and additional Responses)	\$110.00		
17	Emergency Response Stand - by Fee	Stand -by for first-out apparatus & personnel	\$300.00	hr	See CFAA Agreement
	each additional apparatus		\$150.00		See CFAA Agreement

Proposed Fee 24/25	Fee Δ
\$233.00	\$8
\$36.00	\$1
\$207.00	\$7
\$259.00	\$9
\$21.00	\$1
\$233.00	\$8
\$1,551.00	\$51
\$1,551.00	\$51
\$1,551.00	\$51
\$114.00	\$4
\$310.00	\$10
\$155.00	\$5

**POLICE**

#	Description		Adopted Fee 23/24	Unit	Notes
1	Emergency Response Fee	Emergency resp. for DUI arrest	Actual Cost		up to \$10,000
2	ABC Review	Review for alcohol license	\$33.00		
3	Noise Disturbance	Complaint for noise disturbance	\$92.00		
4	False Alarm Response - 1st call	False alarm calls/bus./residential	\$48.00		
5	False Alarm Response - 2nd call	False alarm calls/bus./residential	\$93.00		
6	False Alarm Resp. - 3rd & thereafter	False alarm calls/bus./residential	\$135.00		
7	VIN Verification	Verify VIN number	\$49.00		
8	Records Check	Records Search Criminal History	\$23.00		
9	Fingerprints (City Fee)	Provide fingerprints	\$16.00		
10	Fingerprints (DOJ Fee)***	Provide fingerprints	\$32.00		
11	Accident Reports	Accident & Investigation Report	\$23.00		
12	Citation Sign-Offs	Correction of Vehicle Violations	\$12.00		
13	Correctable Citations	Admin Fee	\$17.00		
14	Stored Vehicle Release	Provide release of stored vehicle	\$126.00		
15	Vehicle Repo Release	Form fee	\$15.00		
16	Special Police Services	Security Services/Reserves	Actual Cost	hour	
17	Special Police Services	Police Officer - Event Patrol	Actual Cost	hour	Only when available
18	Special Police Services	Police Sergeant - Events	Actual Cost	hour	Only when available
19	Special Police Services	Funeral Escort	\$84.00		
20	Vehicle for Sale Permit	Permit for sale of vehicle	\$0.00		
21	Crime Report Copies	Provide copies of crime reports	\$48.00		
22	Duplication of Digital Media	Photo, audio, video recordings (Excluding 911 Recordings)	Flash Drive/CD/DVD Actual Costs		
23	Duplication of Digital Media (PRA)	Photo, audio, video recordings (Excluding 911 Recordings) PRA	Flash Drive/CD/DVD		Public Records Act (PRA)
24	Reproduction of Photographs Prints	Color Photo Prints - Letter Size	New		Per Sheet

Proposed Fee 24/25	Fee Δ
Actual Cost	Variable
\$34.00	\$1
\$95.00	\$3
\$50.00	\$2
\$96.00	\$3
\$140.00	\$5
\$51.00	\$2
\$24.00	\$1
\$17.00	\$1
\$33.00	\$1
\$24.00	\$1
\$13.00	\$1
\$18.00	\$1
\$130.00	\$4
\$16.00	\$1
Actual Cost	NA
Actual Cost	NA
Actual Cost	NA
\$87.00	\$3
\$0.00	\$0
\$50.00	\$2
Actual Cost	NA
Actual Cost	NA
\$5.00	NA

**POLICE**

#	Description		Adopted Fee 23/24	Unit	Notes
25	Photocopies (Letter or Legal Size) PRA	PRA - \$0.10 cents per page	New		Public Records Act (PRA)
26	Photocopies (Letter or Legal Size)	First Page \$2.00, plus .10 per additional page	New		(Plus .10 per Additional page)
27	Citation Copies	Provide additional copy of citation	\$11.00		
28	Animal Recovery/Return	Animal Pickup/Transport	\$91.00		
29	Running at Large - 1st offense	Animal running at large	\$46.00		
30	Running at Large - 2nd offense	Animal running at large	\$88.00		
31	Running at Large - 3rd offense	Animal running at large	\$170.00		
32	Nuisance - 1st offense	Respond to complaint	\$53.00		
33	Nuisance - 2nd offense	Respond to complaint	\$101.00		
34	Nuisance - 3rd offense	Respond to complaint	\$204.00		
35	Animal Disposal	Dispose of dead animals	\$46.00		
36	Animal License Tags Required	Citations for no license tags	\$23.00		
37	Animal License Required	Failure to license dog	\$27.00		
38	Animal Cruelty Investigation	Investigate complaint of cruelty	\$142.00		
39	Animal Quarantine	Bite Investigation/Dog Quarantine	\$120.00		
40	DUI Breath Test ***	DUI arrest breath test fee	\$35.00		DOJ
41	DUI LAB FEE - BLOOD DRAW	GOV CODE 53150-53159	Actual Cost		
42	DUI LAB FEE - ALCOHOL ANALYSIS	GOV CODE 53150-53159	Actual Cost		
43	DUI LAB FEE - DRUG SCREEN	GOV CODE 53150-53159	Actual Cost		
44	Towing Fee	Towing fee	\$200.00		At Tow Yard

Proposed Fee 24/25	Fee Δ
\$0.10 per page	NA
\$2.00	NA
\$12.00	\$1
\$94.00	\$3
\$48.00	\$2
\$91.00	\$3
\$176.00	\$6
\$55.00	\$2
\$104.00	\$3
\$211.00	\$7
\$48.00	\$2
\$24.00	\$1
\$28.00	\$1
\$147.00	\$5
\$124.00	\$4
\$35.00	\$0
Actual Cost	\$0
Actual Cost	\$0
Actual Cost	\$0
\$200.00	\$0

**POLICE**

#	Description		Adopted Fee 23/24	Unit	Notes
45	Storage Fee	Per day storage fee for towed vehicles	\$65.00		At Tow Yard
46	Wide/Overweight/ Long Load (one day permit)	Rev request for permit and establishing route	\$24.00	day	
47	Graffiti				
48	1st Citation		\$637.00		
49	2nd Citation		\$1,263.00		
50	3rd Citation		\$1,263.00		

Proposed Fee 24/25	Fee Δ
\$65.00	\$0
\$25.00	\$1
\$0.00	
\$659.00	\$22
\$1,306.00	\$43
\$1,306.00	\$43

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
1	<b>NEW COMMERCIAL *</b>		
2	<b>Without Interior Improvements *</b>		
3	0 to 5,000 sq. ft.	\$0.92	per sq. ft
4	5,001 to 10,000 sq. ft.	\$0.68	per sq. ft
5	10,001 to 50,000 sq. ft.	\$0.47	per sq. ft
6	50,001 to 100,000 sq. ft.	\$0.32	per sq. ft
7	Over 100,000 sq. ft.	\$0.23	per sq. ft
8	<i>The fees listed above are cumulative</i>		
9	<b>With Interior Improvements *</b>		
10	0 to 5,000 sq. ft.	\$1.50	per sq. ft
11	5,001 to 10,000 sq. ft.	\$1.10	per sq. ft
12	10,001 to 50,000 sq. ft.	\$0.68	per sq. ft
13	50,001 to 100,000 sq. ft.	\$0.50	per sq. ft
14	Over 100,000 sq. ft.	\$0.44	per sq. ft
15	<i>The fees listed above are cumulative</i>		
16	<b>TENANT IMPROVEMENTS / RETAIL *</b>		
17	0 to 5,000 sq. ft.	\$0.65	per sq. ft
18	5,001 to 10,000 sq. ft.	\$0.38	per sq. ft
19	10,001 to 50,000 sq. ft.	\$0.23	per sq. ft
20	50,001 to 100,000 sq. ft.	\$0.21	per sq. ft
21	Over 100,000 sq. ft.	\$0.15	per sq. ft
22	<i>The fees listed above are cumulative</i>		
23	<b>MISCELLANEOUS COMMERCIAL/INDUSTRIAL STRUCTURES</b>		
24	Minimum fees required	\$270.00	
25	Misc. Commercial / Industrial Structures	\$1.92	per sq. ft
26	<b>NEW RESIDENTIAL *</b>		
27	Model Home Plan Check 0 to 1,750 sq. ft.	\$0.74	per sq. ft
28	Model Home Plan Check 1,751 sq. ft. and over	\$0.59	per sq. ft
29	Production Home Inspection Only	\$1.43	per sq. ft

Proposed Fee 24/25	Fee Δ
\$0.95	\$0.03
\$0.70	\$0.02
\$0.48	\$0.02
\$0.33	\$0.01
\$0.23	\$0.01
\$1.55	\$0.05
\$1.13	\$0.04
\$0.70	\$0.02
\$0.51	\$0.02
\$0.45	\$0.01
\$0.67	\$0.02
\$0.39	\$0.01
\$0.23	\$0.01
\$0.22	\$0.01
\$0.16	\$0.01
\$279.00	\$9
\$1.99	\$0.07
\$0.76	\$0.02
\$0.61	\$0.02
\$1.47	\$0.05

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
30	Plot Plan Check	\$84.00	
31	<i>The fees listed above are cumulative</i>		
32	* The rates listed above include plumbing, mechanical and electrical fees.		
33	Single Family Dwelling Plan & Inspection 0 to 1,750 sq. ft.	\$1.68	per sq. ft
34	Single Family Dwelling Plan/Inspection 1,751 sq. ft. and over	\$1.55	per sq. ft
35	<i>The fees listed above are cumulative</i>		
36	Single Family Dwelling Custom Plan Check & Inspection	\$1.94	per sq. ft
37	<b>APARTMENTS / CONDOS *</b>		
38	Duplex / Triplex / Fourplex	\$1.28	per sq. ft
39	Apartments / Mobile Hm		
40	0 to 5,000 sq. ft.	\$1.74	per sq. ft
41	5,001 sq. ft. and over	\$1.38	per sq. ft
42	<b>RESIDENTIAL REMODEL &amp; ADDITIONS *</b>		
43	Remodel Minor	\$364.00	
44	Remodel Major	\$526.00	
45	Addition	\$2.00	per sq. ft
46	Garage Conversion	\$682.00	
47	<b>ACCESSORY STRUCTURE *</b>		
48	Detached Garage or Detached Building or Storage (over 120 sqft)	\$1.56	per sq. ft
49	<b>Carport, Patio, Deck - 0 to 200 sq. ft.</b>		
50	Aluminum / Manufactured / Wood with no foundation	\$1.56	per sq. ft

Proposed Fee 24/25	Fee Δ
\$86.86	\$3
\$1.74	\$0.06
\$1.60	\$0.05
\$2.00	\$0.07
\$1.32	\$0.04
\$1.80	\$0.06
\$1.43	\$0.05
\$376.00	\$12
\$544.00	\$18
\$2.07	\$0
\$705.00	\$23
\$1.61	\$0.05
\$1.61	\$0.05

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
51	Aluminum / Manufactured / Wood w/ existing foundation	\$1.23	per sq. ft
52	<b>Carport, Patio, Deck - 201 sq. ft. and over</b>		
53	Aluminum / Manufactured / Wood with no foundation	\$1.04	per sq. ft
54	Aluminum / Manufactured / Wood w/ existing foundation	\$0.83	per sq. ft
55	Awning	\$265.00	
56	<b>SWIMMING POOLS &amp; SPAS</b>		
57	Swimming Pool	\$592.00	
58	Swimming Pool with Heater	\$634.00	
59	Spa	\$465.00	
60	Pool Abandonment	\$156.00	
61	* The rates listed above include plumbing, mechanical and electrical fees.		
62	<b>RE-ROOFING</b>		
63	<b>Residential</b>		
64	Simple roof overlay	\$178.00	
65	Re-roof with existing sheathing	\$234.00	
66	Re-roof with new sheathing	\$286.00	
67	Structural with calculations	\$476.00	
68	<b>Commercial</b>		

Proposed Fee 24/25	Fee Δ
\$1.27	\$0.04
\$1.07	\$0.04
\$0.85	\$0.03
\$274.00	\$9
\$612.00	\$20
\$656.00	\$22
\$481.00	\$16
\$161.00	\$5
\$184.00	\$6
\$242.00	\$8
\$296.00	\$10
\$492.00	\$16

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
69	Simple roof overlay up to 7,500 sq. ft.	\$448.00	
70	Simple roof overlay 7,501 to 15,000 sq. ft.	\$667.00	
71	Simple roof overlay 15,001 to 150,000 sq. ft.	\$857.00	
72	Re-roof with NEW sheathing up to 15,000 sq. ft.	\$667.00	
73	Re-roof with sheathing 15,001 to 150,000 sq. ft.	\$885.00	
74	Structural with calculations up to 15,000 sq. ft.	\$688.00	
75	Structural with calculations 15,001 to 150,000 sq. ft.	\$857.00	
76	<b>ELECTRICAL</b>		
77	<b>Electrical</b>		
78	Temporary Power Service	\$108.00	
79	Temporary Distribution System or Temporary Lighting	\$172.00	
80	Christmas Tree Sales Lots	\$172.00	
81	Circus and Carnivals	\$217.00	
82	<b>Receptacle, Switch, and Light Outlets</b>		
83	Residential first 20 fixtures	\$70.00	
84	Residential over 20 fixtures - ea add'l. fixture	\$2.00	ea

Proposed Fee 24/25	Fee Δ
\$463.00	\$15
\$690.00	\$23
\$886.00	\$29
\$690.00	\$23
\$915.00	\$30
\$711.00	\$23
\$886.00	\$29
\$112.00	\$4
\$178.00	\$6
\$178.00	\$6
\$224.00	\$7
\$72.00	\$2
\$2.00	\$0

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
85	Commercial first 20 fixtures	\$234.00	
86	Commercial over 20 fixtures –ea add'l. fixture	\$9.00	ea
87	Pole or platform-mounted lighting fixtures	\$79.00	ea
88	Theatrical-type lighting fixtures or assemblies	\$81.00	ea
89	<b>Electrical Equipment</b>		
90	Residential Appliances -	\$108.00	ea
91	Not exceeding one horsepower (HP) (746W) in each rating. Fixed appliances or receptacle outlets, including wall-mounted electric ovens; counter-mounted cooking tops; water heaters; clothes dryers, or other motor-operated appliances. For other types; see Power Apparatus. electric ranges; console or through-wall air conditioners; space heaters, dishwashers, washing machines;		
92	<b>Busways</b>		
93	100 feet or fraction thereof	\$205.00	
94	<b>Electrical Panel</b>		
95	20-200 AMPS Panel	\$201.00	
96	200+ Amps Panel	\$256.00	
97	<b>Electrical Services</b>		
98	600 volts or less and not over 200 amperes	\$178.00	
99	600 volts or less and over 200 to 1,000 amperes	\$234.00	
100	Over 600 volts or over 1,000 amperes	\$286.00	

Proposed Fee 24/25	Fee Δ
\$242.00	\$8
\$9.00	\$0
\$82.00	\$3
\$84.00	\$3
\$112.00	\$4
\$212.00	\$7
\$208.00	\$7
\$265.00	\$9
\$184.00	\$6
\$242.00	\$8
\$296.00	\$10

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
101	<b>Miscellaneous Electrical</b>		
102	For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth.	\$240.00	
103	Electrical Rewire (Residential)	\$482.00	
104	<b>MECHANICAL</b>		
105	Installation of a forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU's	\$341.00	
106	Installation of a forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU's	\$341.00	
107	Relocation of Wall Heater (recessed or floor-mounted)	\$234.00	
108	Furnace (Closet/Basement)	\$280.00	
109	New Wall Heater	\$177.00	
110	<b>Appliance and Vents</b>		
111	Relocation or Replacement of gas appliance	\$70.00	
112	Relocation or Rplcmt of an appliance vent	\$70.00	
113	Type I Hood	\$374.00	
114	Type II Hood	\$289.00	
115	Hoods - Commercial (incld ANSUL System)	\$331.00	
116	Metal Chimney Flue	\$309.00	

Proposed Fee 24/25	Fee Δ
\$248.00	\$8
\$498.00	\$16
\$353.00	\$12
\$353.00	\$12
\$242.00	\$8
\$290.00	\$10
\$183.00	\$6
\$72.00	\$2
\$72.00	\$2
\$387.00	\$13
\$299.00	\$10
\$342.00	\$11
\$320.00	\$11

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
117	Vent Fan (Laundry & Bathroom)	\$201.00	
118	Misc. Appliance	\$256.00	
119	<b>Boilers, Compressors and Absorption Systems</b>		
120	Relocation of each boiler or compressor to and including 1 - 15 horsepower (52.7kW)	\$238.00	
121	Relocation of each absorption system to and including 500,000 BTU's	\$238.00	
122	<b>Air Handlers</b>		
123	For each air-handling unit, including ducts attached thereof	\$234.00	
124	<b>Evaporative Coolers</b>		
125	Commercial Walk-in Freezer/ Refrigeration Unit Inspection	\$309.00	
126	Installation of Evaporator Cooler	\$178.00	
127	Separate mechanical exhaust systems, including ducts for hoods	\$178.00	
128	<b>Incinerators</b>		
129	Relocation of domestic type	\$178.00	
130	Relocation of a commercial or industrial-type incinerator	\$234.00	
131	<b>HVAC</b>		
132	New Ducting	\$238.00	
133	HVAC Dual-Pak W/ New Duct Work	\$322.00	

Proposed Fee 24/25	Fee Δ
\$208.00	\$7
\$265.00	\$9
\$246.00	\$8
\$246.00	\$8
\$242.00	\$8
\$320.00	\$11
\$184.00	\$6
\$184.00	\$6
\$184.00	\$6
\$242.00	\$8
#VALUE!	
\$246.00	\$8
\$333.00	\$11

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
134	HVAC Dual-Pak Inspection	\$178.00	
135	HVAC Ducting Only Inspection	\$280.00	
136	<b>PLUMBING</b>		
137	<b>Fixtures and Vents</b>		
138	For each fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof)	\$100.00	
139	For repair or alteration of drainage or vent piping; each fixture	\$162.00	
140	Bathtub/ Sink Installation	\$147.00	
141	Residential Re-Plumbing Inspection	\$309.00	
142	<b>Water Heaters and Special Appliances</b>		
143	REPL of Water Heater or Special Appliances	\$178.00	
144	REPL of Water Heater w/ new gas piping	\$234.00	
145	Solar Water Heaters	\$271.00	
146	<b>Gas Piping System</b>		
147	First Five Outlets	\$91.00	
148	Over Five Outlets; each	\$70.00	each
149	<b>Lawn Sprinklers</b>		
150	For each lawn sprinkler system on any one meter	\$175.00	each

Proposed Fee 24/25	Fee Δ
\$184.00	\$6
\$290.00	\$10
\$103.00	\$3
\$168.00	\$6
\$152.00	\$5
\$320.00	\$11
\$184.00	\$6
\$242.00	\$8
\$280.00	\$9
\$94.00	\$3
\$72.00	\$2
\$181.00	\$6

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
151	Additional meters for new system listed above	\$40.00	each
152	Repair of existing system	\$40.00	each
153	<b>Protection Devices</b>		
154	Backflow Preventer or Vacuum Breakers ; one to five devices	\$36.00	each
155	Backflow Preventer or Vacuum Breakers over five devices; each	\$34.00	each
156	Atmospheric type vacuum breakers over 2in	\$69.00	each
157	<b>Wells</b>		
158	Installation of a New Well and Demolition of old Well	\$425.00	
159	Demolition of a Well	\$322.00	
160	<b>Sewers, Disposal Systems and Interceptors</b>		
161	New Septic Tank & Disposal System (included in fees is a plan check fee of \$92)	\$383.00	
162	REPL or Repair of building private sewer system	\$407.00	
163	Replacement or Repair of a industrial waste interceptor; such as carwash or service station / restaurants	\$407.00	
164	Repair of a kitchen-type interceptor	\$238.00	
165	Drainage piping, plumbing lines	\$256.00	
166	Lateral (Sewer & Water)	\$234.00	

Proposed Fee 24/25	Fee Δ
\$41.00	\$1
\$41.00	\$1
\$37.00	\$1
\$35.00	\$1
\$71.00	\$2
\$439.00	\$14
\$333.00	\$11
\$396.00	\$13
\$421.00	\$14
\$421.00	\$14
\$246.00	\$8
\$265.00	\$9
\$242.00	\$8

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
167	Leach Line Installation	\$313.00	
168	<b>OTHER FEES</b>		
169	Inspection/Re-Inspection fee	\$178.00	
170	Duplicate Inspection Card	\$22.00	
171	Special Inspections	\$238.00	
172	Building Appeals Board Application	\$70.00	Plus Actual Cost
173	Investigation Fee	100% of Bldg Permit Fee	
174	<b>GRADING FEES</b>		
175	<b>Grading Plan Review Fees</b>		
176	0 to 1,000 cubic yards	\$178.00	
177	1,001 to 10,000 cubic yards	\$226.00	
178	10,001 + cubic yards	Actual Cost	
179	Plus actual cost for each additional 10,000 (cu yd) or fraction thereof.	Actual Cost	
180	<b>Grading Inspection Fees</b>		
181	0 to 1,000 cubic yards	\$156.00	
182	1,001 to 10,000 cubic yards	\$210.00	
183	10,001 + cubic yards	Actual Cost	
184	Plus actual cost for each additional 10,000 (cu yd) or fraction thereof.	Actual Cost	

Proposed Fee 24/25	Fee Δ
\$324.00	\$11
\$184.00	\$6
\$23.00	\$1
\$246.00	\$8
\$72.00	\$2
100% of Bldg Permit Fee	\$0
\$184.00	\$6
\$234.00	\$8
Actual Cost	\$0
Actual Cost	\$0
\$161.00	\$5
\$217.00	\$7
Actual Cost	\$0
Actual Cost	\$0

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
185	<b>Change / Other Fees</b>		
186	Additional plan review required by changes, additions or revisions to approved plans	At Cost	
187	<b>* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.</b>		
188	<b>PROJECT / OTHER</b>		
189	Brick & Stone Veneer Inspection	\$309.00	
190	Foundation	\$416.00	
191	Framing (minor)	\$256.00	
192	Mobile Home/ Mftrd. Home	\$454.00	
193	Monument Sign	\$256.00	
194	Parking Lot (over 20,000 sq ft)	\$712.00	
195	Parking Lot (up to 20,000 sq ft)	\$510.00	
196	Rafters (Repair/Replace)	\$256.00	
197	Sheetrock Replacement (SFD)	\$201.00	
198	Siding (SFD)	\$201.00	
199	Sign (Small)	\$201.00	
200	Solar Panels/ Photovoltaic System	\$373.00	

Proposed Fee 24/25	Fee Δ
At Cost	\$0
\$320.00	\$11
\$430.00	\$14
\$265.00	\$9
\$469.00	\$15
\$265.00	\$9
\$736.00	\$24
\$527.00	\$17
\$265.00	\$9
\$208.00	\$7
\$208.00	\$7
\$208.00	\$7
\$386.00	\$13

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
201	Stucco (Major)	\$309.00	
202	Stucco (Minor)	\$256.00	
203	Trellis	\$201.00	
204	Water/Gas Service Lateral Inspct	\$247.00	
205	Window (Repair/Replace)	\$234.00	
206	Misc Building Permit (No Plans Required)	\$256.00	
207	Misc Building Permit (With Plans)	\$309.00	
208	Storage Racks	\$274.00	
209	Mobile Home/ Engrng Foundation	\$357.00	
210	<b>DEMOLITION</b>		
211	Demolition (800 sq ft or less)	\$178.00	
212	Demolition (801 sq ft or more)	\$172.00	
213	<b>MASONRY OR RETAINING WALLS</b>		
214	Retaining Walls 0 to 50 lineal feet	\$342.00	
215	Retaining Walls over 5 lineal ft. ea additional 50ft	\$210.00	
216	<b>SIGNS</b>		
217	Reface or Repaint	\$208.00	

Proposed Fee 24/25	Fee Δ
\$320.00	\$11
\$265.00	\$9
\$208.00	\$7
\$255.00	\$8
\$242.00	\$8
\$265.00	\$9
\$320.00	\$11
\$283.00	\$9
\$369.00	\$12
\$184.00	\$6
\$178.00	\$6
\$354.00	\$12
\$217.00	\$7
\$215.00	\$7

**BUILDING**

#	Description	Adopted Fee 23/24	Unit
218	Non-illuminated monument / Pole / Wall	\$293.00	
219	Illuminated	\$335.00	
220	Each additional branch circuit	\$54.00	
221	Approved Subdivision Kiosk Signs	\$129.00	
222	<i>The fees listed do not include the encroachment permit fee</i>		
223	<b>Strong Motion Table</b>		
224	<b>Residential - \$0.00013 times the valuation as published in the "Building Standards" latest edition</b>		
225	<b>Commercial and all other Building Construction - \$0.00028 times the valuation as published in the "Building Standards" latest edition.</b>		
226	General Plan Maint.	6% Of All Building Permits Types	per square foot

Proposed Fee 24/25	Fee Δ
\$303.00	\$10
\$346.00	\$11
\$56.00	\$2
\$133.00	\$4
6% Of All Building Permits Types	6%

**ENGINEERING & PLANNING**

#	Description	Adopted Fee 23/24	Unit	Notes	Fee Type
1	Addendum Plan Check	\$234.00		Checking plan addendum to assure compliance to code	
2	Address Change Review	\$166.00		Reviewing request for a change of address	
3	Annexation Processing	\$5,578.00	Plus Outsourcing fees	Review requests to annex property and determine its impact	
4	Building Relocation Permit	\$728.00		Review proposed relocation of a building to assure code comp.	
5	Categorical Exemption	\$297.00	Plus County fees	Rev circumstances, declare project exempt from CEQA	
6	Code Enforcement (Abatement Activities)	actual cost of staff time		Inspect property for code violations (Abatement Activities)	
7	Code Enforcement Fines	pursuant to municipal code		Fines imposed as a result of a code violation	
8	Community Facilities District (CFD) Formation Fee	\$3,025.00	Plus Outsourcing fees	Review application for formation of Community Facilities District	review time data
9	Conditional Use Permit	\$1,951.00		Review request for a CUP within terms of the Zoning Code	
10	Conditional Use Permit (CUP) Amendment				
	- Minor Amendment	\$870.00		Review request for a CUP within terms of the Zoning Code (Minor Amendment)	
	- Major Amendment	\$1,452.00		Review request for a CUP within terms of the Zoning Code (Major Amendment)	
11	Dry Utilities Annual Blanket Permit	\$500.00			
12	Elevator Permit	\$1,125.00		Permit for the installation of an elevator	
13	Encroachment Permit (Single Family Dwelling)	\$184.00		Review proposed encroachment of public rights-of-way	
14	Encroachment Permit (All others)	\$237.00	+ 4% of cost of improvements	Review proposed encroachment of public rights-of-way	
15	Environmental Impact Report	3,300.00	Plus County Fees and Outsourcing Fees	Preparation & Processing of EIR	
16	Excavated Prime Dirt Sales	Market Rate		Sale of City owned dirt	
17	FEMA Flood Zone Certification	\$87.00		FEMA Flood Zone Certification	
18	Final Parcel Map Check	\$1,665.00	Plus Outsourcing fees	Final parcel map to determine compliance	
19	Final Subdivision Map Check	\$1,572.00	Plus Outsourcing fees	Review final subdivision map to determine extent of compliance	
20	General Plan Amendment (Revision)	\$2,722.00		Review developer initiated amendments to the General Plan	
21	General Plan Maint.	6%	Will be applied to all Building Permit types	Updating and maintaining the City's General Plan	
22	Home Occupation Permit Review	\$208.00		Review request for home occupational permit	
23	Landscape Inspection	\$740.00		Inspect new landscaping to assure compliance to plans	

Proposed Fee 24/25	Notes	Fee Δ
\$242.00		\$8
\$172.00		\$6
\$5,768.00	Plus Outsourcing fees	\$190
\$753.00		\$25
\$307.00	Plus County fees	\$10
actual cost of staff time		\$0
pursuant to municipal code		\$0
\$3,128.00	Plus Outsourcing fees	\$1
\$2,017.00		\$66
\$900.00		\$30
\$1,501.00		\$49
\$517.00		\$17
\$1,163.00		\$38
\$190.00		\$6
\$245.00	+ 4% of cost of improvements	\$8
\$3,412.00	Plus County Fees and Outsourcing Fees	\$112
Market Rate		NA
\$90.00		\$3
\$1,722.00	Plus Outsourcing fees	\$57
\$1,625.00	Plus Outsourcing fees	\$53
\$2,815.00		\$93
6%	Will be applied to all Building Permit types	6%
\$215.00		\$7
\$765.00		\$25

ENGINEERING & PLANNING

#	Description	Adopted Fee 23/24	Unit	Notes	Fee Type
24	Landscape Plan Check	\$650.00		Review landscape plan to assure compliance with code req.	
25	Lot Line Adjustment Review	\$613.00	Plus Outsourcing fees	Review proposed change to property boundary & issue certificate	

Proposed Fee 24/25	Notes	Fee Δ
\$672.00		\$22
\$634.00	Plus Outsourcing fees	\$21

**ENGINEERING & PLANNING**

#	Description	Adopted Fee 23/24	Unit	Notes	Fee Type
26	Mitigated Negative Declaration				
	- Simple	\$1,152.00	Plus County Fees and Outsourcing Fees	Review circumstances, filing report declaring no adverse impact (includes establishing a mitigation monitoring program)	
	- Complex	2,064.00	Plus County Fees and Outsourcing Fees	Review circumstances, filing report declaring no adverse impact (includes establishing a mitigation monitoring program)	
27	Mitigation Monitoring	173.00	Plus Outsourcing fees	Review and implement a mitigation monitoring plan	
28	Negative Declaration	\$401.00	Plus County fees	Review circumstances, filing report declaring no adverse impact	
29	Plan Revision Checking	\$156.00		Checking building construction plan revisions	
30	Plot Plan Copy Request	\$35.00			
31	Precise Plan Review	\$3,777.00		Review application for the construction. or location of a building on a parcel of land	
32	Processing of Appeal	\$1,248.00		Reviewing appeal of a Planning staff decision	
33	Professional/Technical Outsourcing Fees	Actual Cost		Outsource applicable professional/technical services	
34	Public Improvement Inspection	4 % of cost of improvements		Inspect public improvements to assure compliance with code	
35	Public Improvement Plan Check	3 % of cost of improvements		Review public improvement plan to assure compliance with code	
36	Rezone	\$2,168.0		Review requests for re-zoning of a specific parcel of property	
37	Site Plan Review (Minor)	\$987.00		Review site plan to assure compliance with code requirements	
38	Site Plan Review (Major)	\$1,873.00		Review site plan to assure compliance with code requirements	
39	Temporary Use Permit	\$300.00		Review request for a temporary use permit	
40	Tentative Parcel Map Review	\$3,137.00	Plus Outsourcing fees	Review to identify special conditions and compliance with code	
41	Tentative Subdivision Map Review	\$2,574.00	Plus Outsourcing fees	Review to identify special conditions and compliance with code	
42	Time Extension/ Notification	\$948.00		Review expiring maps, determine if time ext. should be permitted	
43	Variance Review	\$1,171.00		Review plans for variances from the standards of Zoning Code	
44	Vintage Car Permit	\$36.00		Review application for permit	
45	Williamson Act Contract Notice of Non-Renewal	\$1,903.00	Plus Outsourcing fees and/or County fees	Administrative action to process a Notice of Non-Renewal	
46	Williamson Act Contract Cancellation	\$3,114.00	Plus Outsourcing fees and/or County fees	Process a Williamson Act cancellation	

Proposed Fee 24/25	Notes	Fee Δ
\$1,191.00	Plus County Fees and Outsourcing Fees	\$39
\$2,134.00	Plus County Fees and Outsourcing Fees	\$70
\$179.00	Plus Outsourcing fees	\$6
\$415.00	Plus County fees	\$14
\$161.00		\$5
\$36.00		\$1
\$3,905.00		\$128
\$1,290.00		\$42
Actual Cost		\$0
4 % of cost of improvements		\$0
3 % of cost of improvements		\$0
\$2,242.00		\$74
\$1,021.00		\$34
\$1,937.00		\$64
\$310.00		\$10
\$3,244.00	Plus Outsourcing fees	\$107
\$2,662.00	Plus Outsourcing fees	\$88
\$980.00		\$32
\$1,211.00		\$40
\$37.00		\$1
\$1,968.00	Plus Outsourcing fees and/or County fees	\$65
\$3,220.00	Plus Outsourcing fees and/or County fees	\$106

**ENGINEERING & PLANNING**

#	Description	Adopted Fee 23/24	Unit	Notes	Fee Type
47	Zoning Letter	\$160.00		Research and prepare letter regarding zoning designation	
48	Zoning Text Amendment Review	\$2,429.00		Rev and process request for zoning ordinance amendment	
49	Special Events Business License	\$10.00		One day permit for vendors	

Proposed Fee 24/25	Notes	Fee Δ
\$165.00		\$5
\$2,512.00		\$83
\$10.00		\$0

PUBLIC WORKS SERVICES

#	Description		Adopted Fee 23/24	Unit	Notes
1	Account Name Change	Account name change	\$19.00		
2	Backflow Prevention Annual Administrative Fee	Annual letter notifying user/owner of ea. Assembly	\$50.00		
3	Backflow Prevention New	3/4 inch to 2 inch device	\$162.00		
	-Install. Testing & Inspection fee	2-1/2 inch to 4 inch device	\$224.00		
		4-1/2 inch to 8 inch device	\$287.00		
4	Backflow Prevention Testing Fee	3/4 inch to 2 inch device	\$265.00		+ cost of parts
	Testing for Non-compliance	2-1/2 inch to 4 inch device	\$342.00		+ cost of parts
	Performed by City Staff	4-1/2 inch to 8 inch device	\$417.00		+ cost of parts
5	Commercial/Residential Steam Cleaning Cart		\$19.00		+ actual costs
6	Construction Water Meter Charges (SFD) Deposit	Charge for water usage/New SFD	\$100.00		Water Usage
7	Construction Water Meter Charges (Other) Deposit	Hydrant Meter	\$1,050.00		Water Usage
8	Contaminated Cart	trash in wrong cart	\$19.00		+ actual costs
9	Cut Lock	Cut lock	\$50.00		+ cost of lock
10	Deposit (Residential Tenant)	Deposit for Tenant - New utility service	\$200.00		
11	Deposit (Commercial)	Deposit for new utility service	\$300.00		
12	New Utilities Account Set-up	Account Set-up Fee for Water, Sewer and Disposal	\$55.00		
13	New Water Meter Set	1 inch line	\$272.00		+ cost of meter
		2 inch line	\$473.00		+ cost of meter
14	Sample to Lab	Owner request	\$373.00		+ lab cost
15	Tampered Meter	Staff's time to address Tampered meter	\$100.00		+ citation fees and Cost of Meter
16	Unauthorized Water Turn On	Unauthorized turn on	\$100.00		+ citation fees
17	Utility Bill Past Due Fee	payment for utility bill received after due date	10% of current bill		
18	Water Delinquent Turn on/off	Reconnection fee	\$50.00		
19	Water Delinquent Turn on/off (After Hours - 2hr min. call out)	After hours turn on/off fee	\$200.00		(2hr minimum call out)
20	Water Meter Check /Change out Meter	Water Meter Test	\$150.00		
21	Water Service Connection	3/4", 1", 1.5" & 2" line (minor)	\$3,067.00		+cost of meter
		3/4", 1", 1.5" & 2" line (major)	\$3,870.00		+cost of meter
22	Water Quality Check	2nd inspection per year	\$124.00		
23	Yard Sale Permit	permit for 2nd yard sale in calendar year	\$5.00		
24	<b>DISPOSAL FUND</b>				
25	Misc. Disposal 2nd Request	Process Misc. Customer Disposal Request	\$19.00		+ actual cost
26	Spill/Roadway Debris Clean-up	Spill / Roadway Debris Clean-up	Actual Cost		

Proposed Fee 24/25	Fee Δ
\$20.00	\$1
\$52.00	\$2
\$168.00	\$6
\$232.00	\$8
\$297.00	\$10
\$274.00	\$9
\$354.00	\$12
\$431.00	\$14
\$20.00	\$1
\$103.00	\$3
\$1,086.00	\$36
\$20.00	\$1
\$52.00	\$2
\$207.00	\$7
\$310.00	\$10
\$57.00	\$2
\$281.00	\$9
\$489.00	\$16
\$386.00	\$13
\$103.00	\$3
\$103.00	\$3
10% of current bill	NA
\$52.00	\$2
\$207.00	\$7
\$155.00	\$5
\$3,171.00	\$104
\$4,002.00	\$132
\$128.00	\$4
\$5.00	\$0
\$20.00	\$1
Actual Cost	NA



## City Council Staff Report

Department: PUBLIC WORKS

April 9, 2024

**To:** Mayor and City Council  
**From:** George Avila, Public Works Director  
**By:** David Little, Building Official  
**Subject:** Award Contract to MAG Engineering, Inc. for the Demolition of the Strand Theater (GA)

### RECOMMENDATION

Council to award the contract to MAG Engineering, Inc. for the demolition of the Strand Theater in the amount of \$563,500 and authorize the City Manager or designee to execute the contract.

### EXECUTIVE SUMMARY

The Strand Theater located in the Downtown was recently damaged by a fire. Much of the supporting roof structure was severely damaged beyond repair and is a safety hazard. Staff recommends the award of a contract to MAG Engineering Inc. for the demolition of the Strand Theatre, including the backfilling of its basement and rough grading of the property.

### OUTSTANDING ISSUES

None.

### DISCUSSION

On February 11, 2024, the Strand Theater, situated at the intersection of North L Street and East Fresno Street, sustained extensive fire damage. Erected in 1922, the building is constructed of unreinforced masonry, typical for structures of its era. A photo of the Strand Theatre shortly after its construction is provided as Attachment 'A'.

Unreinforced masonry buildings, prevalent before 1945, lack adherence to modern building codes, rendering them highly vulnerable to damage or collapse during seismic events. The statewide ban on new construction of unreinforced masonry school buildings following the 1933 Long Beach earthquake underscores their seismic risks.

The Strand Theatre, characterized by substantial support trusses, has incurred fire-induced compromises, mirroring the effects of a seismic event. Consequently, the severity of the damage necessitated the closure of adjacent Fresno Street to both pedestrian and vehicular traffic.

The urgency of the situation prompted an accelerated procurement process in accordance with Section H of the City's Purchasing Policy and Procedure Manual, enclosed as Attachment 'B'. Despite the urgency, the City solicited bids from licensed and reputable demolition companies. Three companies responded with bids, which are summarized as follows:

- |                          |               |
|--------------------------|---------------|
| 1. CVE Demolition        | \$ 716,565.00 |
| 2. MAG Engineering, Inc. | \$ 563,500.00 |
| 3. Yanez Construction    | \$ 470,000.00 |

Following a comprehensive evaluation of the proposals, MAG Engineering, Inc. is determined to be the best qualified due to their expertise and capacity to promptly mobilize and commence demolition of the building. MAG proposed to

demo the building, discard debris, and backfill the property to existing grade in the amount of \$563,000. A copy of MAG's proposal is included as Attachment 'C'.

**FISCAL IMPACT**

The cost of demolition totaling \$563,500 will be funded out of the General Fund reserves.

**PUBLIC HEARING**

None required.

**ATTACHMENTS:**

Description

- [A. Photo circa 1920's](#)
- [B. City's Purchasing Policy and Procedure Manual](#)
- [C. Proposal MAG Engineering Inc.](#)



Photo courtesy of Tulare County Library. This 1920s photo was taken looking south at the corner of North L St. and Fresno St. in Dinuba, CA. At left is the Strand Theatre.

**RESOLUTION 2019-23**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA  
APPROVING 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 amendment the Purchasing Policy was made on December 12, 2000 changing the threshold for purchase orders from \$500 to \$2,500; and

**WHEREAS**, an addendum to the purchasing policy was executed on October 23, 2018 to add a procurement thresholds for construction contracts; and

**WHEREAS**, a purchasing policy amendment is necessary to combine the addendum and increase the purchase orders from \$2500 to \$5,000; and

**WHEREAS**, a purchasing policy amendment is necessary to increase the bidding thresholds for materials or services to account for inflation and to be in line with other cities; and

**WHEREAS**, a purchasing policy update is required to conform to the Uniform Guidance set forth by the Federal Purchasing Policy for the procurement of federal grants;

**NOW, THEREFORE, BE IT RESOLVED**, the Dinuba City Council hereby resolves that the amended Purchasing Policy ("Exhibit A"). is hereby adopted.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of June 2019, at a regular meeting of the Dinuba City Council by the following vote:

<b>AYES:</b>	<b>COUNCIL MEMBERS:</b> Reynosa, Launer, Thusu, Longoria, Morales
<b>NOES:</b>	<b>COUNCIL MEMBERS:</b> None
<b>ABSTAIN:</b>	<b>COUNCIL MEMBERS:</b> None
<b>ABSENT:</b>	<b>COUNCIL MEMBERS:</b> None



\_\_\_\_\_  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
City Clerk




STATE OF CALIFORNIA)  
COUNTY OF TULARE )  
CITY OF DINUBA )

ss. CLERK'S CERTIFICATE  
OF AUTHENTICATION

I, Linda Barkley, City Clerk of the City of Dinuba, California, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No 2019-23, of the City Council of said City and that said Resolution was adopted at the time and by the vote stated on this certificate, and has not been amended or repealed.

AYES: Council Members: Reynosa, Launer, Thusu, Longoria, Morales  
NOES: Council Members: None  
ABSENT: Council Members: None  
ABSTAIN: Council Members: None

  
\_\_\_\_\_  
Linda Barkley, CMC  
City Clerk, City of Dinuba, California



## 'Exhibit A'

# **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 \$200,001 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)

If any one vendor or contractor is awarded contracts or purchases which cumulatively total \$85,000 (purchases) or \$200,000 (contracts) or more in any three consecutive fiscal year period, then the competitive process set out in this Policy shall be followed prior to the award of any subsequent contracts to this vendor.

#### **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**

Purchases within this category 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 or purchases 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 June 2019, 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 June 2019, 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.

Revised Purchasing Policy June 25, 2019



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## PROPOSAL

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TO:	Project:	Theater Building Demo - Dinuba'
City of Dinuba	Address:	
1088 East Kamm Avenue		, CA
Dinuba, CA 93618	Date:	2/13/2024

*We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:*

**CONTACT:**

Daniel Tovar: 559-388-4649  
Or  
Marco A. Gonzales  
Direct Line: (559) 960-0271

**1. Demolition Scope \$475,000.00**

*Description of Services:*

**Proposal is for the demolition of a two story building with an approximate footprint area of 12,000 SF. (NO NEW FIRE IMPACT REFLECTED IN PRICE - UNKNOWN AT THIS TIME. Assuming structural integrity has remained intact. )**

Proposal Includes:

1. Hazardous material abatement per abatement report recommendations.
  2. Site Coordination Meeting(s) w/ building officials &/or engineer prior to start
  3. Protection Installation of adjacent building roof with 1" thick plywood
  4. Building demolition
  5. Removal and disposal of demolition debris including Red Brick
  6. Demolition of concrete slab and foundations (leaving basement walls in place)
  7. Excavation of Footings
- Demolition & Excavation of Basement Structure (assumed size 30ft(W) x 75ft (L) x 12ft (D)
8. Process and load out all material including dust control
  9. Includes demolition permit and air-board fees.

**SPECIAL PROVISIONS**

- \* Proposal Based on Prevailing Wages, Normal Working Hours
- \* Safe offs, disconnects and capping of utilities by others
- \* Shoring, Engineering and Installations **EXCLUDED** (Can be discussed if needed)
- \* Adjacent building assumed separate and not a shared wall
- \* Permanent protection or shoring may be required for neighboring building footings and/or wall section after demolition activities-not included.
- \* Footing & Basement Demolition will require additional information due to the unknown extent and relationship to the Neighboring Building. As well as its foundation system & neighboring city improvements including city walk, alley and public utility trenches. (Bid price assumes a clean separation exists & can be peeled away without impact)
- \* No adjacent property roof separation and/or roof patching included
- \* MAG will require power lines in the alley to be powered off during the course of demolition.
- \* Owner will need coordinate with electric power company to be onsite during the duration of demolition activities.
- \* Full Street and sidewalk closure to be provided by City of Dinuba along Fresno St and L Street including Alley Way
- \* Excludes any repairs to existing concrete city sidewalks including ADA impacts/slopes/ledges due to crossing equipment.
- \* MAG may require a Hold Harmless Agreement from neighboring building owner pending further investigations
- \* No fencing or other site protections included.

**2. Grading Scope \$88,500.00**

*Description of Services:*

**ADD/ALT #01 - BASEMENT BACKFILL & COMPACTION**

1. Backfill and compact 30ft(W) x 75ft (L) x 12ft (D) basement (assumed dimensions)
  2. Purchase & Import required clean fill material (approx. 1200 CuYd)
  3. Re-compaction of any loose soils up to 90%
  4. Rough Grading of site after all activities
- \* Site to be left at a rough level below surrounding improvements

**SPECIAL PROVISIONS**

- No fencing or other site protections included.
- No vegetation or weed control included
- No SWPPP Implementation measures (Track out control only)

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<b>Subtotal:</b>	<b>\$563,500.00</b>
<b>*0% Tax:</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$563,500.00</b>

## Terms and Conditions

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### **STANDARD EXCLUSIONS:**

- 1 Demo permits not included (Unless Otherwise Noted)
  - 2 No compaction, testing, or fees
  - 3 No over-excavation or exploratory digging
  - 4 Damages, repairs or removal of any unforeseen utilities
  - 5 Disposal of other contractors' debris
  - 6 Haul off of any spoils generated by others
  - 7 No import of material
  - 8 SWPPP Plan or Management
  - 9 Relocation of items being salvaged, to an offsite location
  - 10 Temporary fencing/dust walls
  - 11 Dust control other than for our scope of work
  - 12 No hazardous material removal, remediation, and hauling of any hazardous waste or soils
  - 13 No electrical, gas, telephone disconnects or coordination with utility agencies
  - 14 Easement permit not included
  - 15 Clay soil or any soil removal
  - 16 Removal or demo of underground utilities
  - 17 Removal or haul-off of base rock, if found
  - 18 Protection of existing finishes or site features
  - 19 Layout, staking or surveying
  - 20 Hydrovac excavations
- 

**CSLB#1033270, CLASS A, C21 | CALIFORNIA PUBLIC WORKS REGISTRATION #1000058093 |  
SB(MICRO) & SB-PW Certification No. 2021770**

Contractor: Daniel Tovar 2/13/2024  
MAG Engineering (New) Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: \_\_\_\_\_  
City of Dinuba Date

Department: PUBLIC WORKS

April 9, 2024

**To:** Mayor and City Council

**From:** George Avila, Public Works Director

**By:** Elva Patino, Business Manager

**Subject:** Award Professional Services Agreement to City Green Consulting for the Competitive Procurement of a Franchise Agreement for Disposal Services (GA)

### RECOMMENDATION

Council to award professional services agreement with City Green Consulting in the amount of \$32,400 to assist with request for proposals for solid waste services and authorize the City Manager or designee to execute the agreement.

### EXECUTIVE SUMMARY

The City's current disposal franchise agreement will expire on June 30, 2025. The City's agreement with Pena's Disposal has been in place for over 40 years. Given this extended term, staff believes it would be appropriate to solicit formal bids for disposal services in order to ensure that customers are receiving competitive rates and service levels. The City Council authorized staff to solicit these proposals at the February 13, 2024 City Council meeting. Given the complexities of this procurement, staff recommends that a professional services agreement be executed with City Green Consulting in the amount of \$32,400. The scope and parameters of the proposed Request for Proposals will be discussed with the City Council at upcoming City Council meetings.

### OUTSTANDING ISSUES

None.

### DISCUSSION

Pursuant to the Dinuba Municipal Code, "all dwellings, apartment houses, and places of business in which refuse waste accumulates within the city shall be required to use the collection service of the city". The collection of waste material is an essential city service that promotes public health and enhances the community's quality of life. Over the years, the State of California has been at the forefront of increased waste management regulations. Much of its focus has been on increasing recycling rates, sustainable waste practices, and extending producer responsibility. The state has set ambitious goals for waste diversion and has implemented various programs to achieve these targets.

In the City of Dinuba, disposal management services are operated by a third-party contractor. Since 1981 this contractor has been Pena's Disposal. The initial contract term was set to expire on November 1, 1986. However, the city has approved four consecutive extensions extending the contract term to June 30, 2025. In total, the City's agreement with Pena's Disposal has been approved for almost 44 years. In an effort to ensure Dinuba residents are getting the most competitive rates and highest quality service, the City Council approved staff's recommendation to solicit proposals for the subject services on February 13, 2024.

Considering the complexities and time associated with this process, staff recommends retaining a third-party consultant to assist in the preparation of the request for proposals (RFP), the contractor review and selection process, and preparation of the new agreement.

On March 13, 2024 staff emailed a notice to bidders requesting proposals to five (5) experienced firms. On March 29, 2024, the City received and reviewed two bid proposals, as follows:

Bidder	Amount
1. City Green Consultant	\$32,400
2. R3 Consulting Group, Inc.	\$90,000

Upon evaluation and brief interviews, it is recommended that City Green Consulting firm be selected for this project. Their proposal offers a combination of strong qualifications, a sound approach, and cost-effectiveness that aligns well with the identified scope of work. A copy of the firm's proposal is enclosed as Attachment 'A'.

Staff recommends that the City Council authorize the City Manager or his designee to execute a professional services agreement with City Green Consulting in the amount of \$32,400, see Attachment 'B'.

If approved, staff will work closely with the firm to prepare a timeline and draft request for proposal to presented to the City Council for review and input at a subsequent meeting or workshop.

**FISCAL IMPACT**

The cost of the proposed agreement will be funded out of reserves in the City's disposal fund.

**PUBLIC HEARING**

None.

**ATTACHMENTS:**

Description

- [Attachment 'A' Bid City Green Consulting](#)
- [Attachment 'B' City Green Consulting Agreement](#)

# PROPOSAL TO PROVIDE SOLID WASTE CONSULTING SERVICES

Prepared by



CityGreen Consulting, LLC  
30181 Outpost Road  
San Juan Capistrano, CA 92675

March 28, 2024

Prepared for



Elva Patino  
Business Manager  
(559) 591-5924 ext. 304  
epatino@dinuba.ca.gov

## **1 – Description of Firm**

CityGreen Consulting, LLC's (CGC) founder, Michael Balliet, has been providing consulting services to local governments in California since 1991. For the past 33 years we have helped municipal and county governments comply with state regulations, by creating all required compliance programs for AB 939, AB 341, AB 1826, CalGreen, SB 1383, etc. We were one of the first consultants to create non-exclusive hauler franchises in California, and have established exclusive franchises, audited haulers and their facilities (financial and performance reviews), and landfills throughout California, as well as in Nevada, Texas, Florida, and Georgia. We regularly help local governments develop ordinances and franchise agreements and have recently performed significant work to assist established and new clients deal with SB 1383 mandates. We have also helped many cities with the hauler selection process (RFP/RFQ) and rate negotiations, in both new and established agreements. The lowest franchise rates in Orange County, and likely California, are enjoyed by the City of Los Alamitos. They have been our client since 2013 and we managed their waste hauler RFP process in 2021. We have also recently helped the cities of Reedley and Selma select new trash haulers and incorporate SB 1383 requirements into their franchise agreements.

We have also been at the forefront of developing waste hauler systems and technical assistance programs to help businesses and institutions comply with recycling mandates. Our experience has been extensive and varied, assisting a wide range of clients from small retail and office locations to some of California's largest commercial entities like Disneyland, The Irvine Company, and the University of California. To facilitate compliance, we have created several compliance tracking and reporting programs, and we have a proven record of accomplishment effectively representing local jurisdiction interests to CalRecycle.

Our experience and vast expertise make us perfectly suited to perform the requested scope of work, as it encompasses tasks we have routinely completed for many jurisdictions. We are proud that many of these jurisdictions have retained us for the long term over several years to help manage and oversee their waste collection services and compliance programs.

## **Legal Information on Firm**

### **CityGreen Consulting, LLC (A California Limited Liability Corporation)**

Our office is located at 30181 Outpost Road in San Juan Capistrano, California. We have three (3) employees. Our principal, Michael Balliet, has owned the following environmental consulting firms (all providing the requested scope of work) since 1991:

Americlean Environmental Services, Inc.	1991 – 1998
Michael Balliet Consulting, LLC	1999 - 2023
CityGreen Consulting, LLC	2024 –

Our transition to CityGreen Consulting was done for branding purposes, to align the company name with our new compliance software “CityGreen Connect” (being rolled out to select jurisdictions starting in 2024).

### **Proposed Project Staffing**

All Michael Balliet Consulting team members remain in place. More information about us and our consulting experience and approach can be found at [www.citygreenconsulting.com](http://www.citygreenconsulting.com).

Michael Balliet will be the project manager and primary contact for this engagement. Support work will be coordinated by Mike Byrne, a senior project manager with 30 years experience. Contact information on Mr. Balliet is as follows:

Michael L. Balliet (Mike)

Mailing Address: 30181 Outpost Road, San Juan Capistrano, CA 92675

Email: [mballiet@citygreenconsulting.com](mailto:mballiet@citygreenconsulting.com)

Phone: 949-378-2205

Mr. Balliet will be available for the duration of this engagement.

We will not be utilizing sub-consultants.

### **Qualifications**

Since 1991, the principal Michael Balliet has been providing franchise hauler selection, rate and service negotiation, compliance management, and auditing as an agent for local governments. He has extensive personal experience in compliance program development and implementation, particularly with technical assistance programs to help local jurisdictions comply with state mandates. He has worked with well over 50 municipalities in California, Nevada, Texas, Florida, and Georgia. He has also worked with a number of businesses and institutions, including the University of California, Irvine, to establish cost-saving waste management programs, eventually assisting them in starting their own hauling service. Mr. Balliet also developed an innovative food waste recycling program for the Disneyland Resort in the mid-1990s and has helped over one thousand businesses develop recycling programs through City-sponsored technical assistance.

Mr. Balliet has comprehensive expertise in preparing all state-mandated integrated waste management planning documents (SRRE, HHWE & NDFE) and implementing all compliance programs established therein. He was an early innovator of non-exclusive commercial franchised hauling services and has managed the Costa Mesa non-exclusive franchise since its creation in 1992. He has developed and implemented all of Costa Mesa's compliance efforts since that time, including an award-winning (CRRA 2022) contractor self-haul permit program to increase city revenues while helping them comply with expanded CalGreen project monitoring requirements. This 33-year record of accomplishment demonstrates his ability to represent the city's interests and ensure full compliance by your selected hauler.

Relating specifically to the requested scope of work, Mr. Balliet has successfully helped the neighboring cities of Reedley and Selma with this process. He has been helping local jurisdictions with hauler selection and franchise systems since 1992, regularly securing low rates and excellent agreement terms for his clients. Mr. Balliet was selected by the state's emergency management team to assist the City of Bell when franchise system abuses led to criminal convictions. He helped the team secure residential rates that were \$10 per-month below existing levels and a contract for service that has been providing benefits for 10+ years. His 2021 RFP process in Los Alamitos resulted in the lowest residential rate (over \$5.00 per-month less than any Orange County city) and the third lowest commercial rate.

Our consultant team includes Mike Byrne who brings broad experience in municipal government and the solid waste field, gained over his 30 years with the City of Irvine as program coordinator and Senior Management Analyst. He spent 26 of those years as lead analyst overseeing the planning and implementation of the city's solid waste and recycling service delivery and compliance programs, managing program budgets, and pursuing numerous local and state grant funding opportunities to support the program. Mr. Byrne has assisted in negotiations of city solid waste franchise agreements, worked with key stakeholders including elected officials, executive management, and the public, continually interacted with developers and property managers, and oversaw the work of several consultants to ensure the city's constant compliance with California state recycling mandates. He has been employed with Michael Balliet Consulting/CityGreen Consulting over the past four years.

Andrew Playford has been working in all areas of the consulting practice for the past two years. This University of Indiana graduate has shown himself to be dedicated to exemplary client service, produces excellent work product, and is a quick study. He transitioned from an internship to full-time employment two months ahead of schedule and has grown in his role with the firm to the point of successfully spearheading compliance program rollouts in Irvine, Costa Mesa, and Los Alamitos, as well as edible food recovery programs in Cypress, La Palma, and Los Alamitos. He has been employed by Michael Balliet Consulting/CityGreen Consulting for two years.

### **Reference projects**

#### **City of Selma – 2022 to Present**

Selma hired us to assist with developing and executing an RFP process to select a new exclusive franchise hauler. This included assistance in developing a new franchise agreement. This project was completed successfully on an accelerated timeline.

#### **City Contact**

Fernando Santillan, City Manager

[FernandoS@cityofselma.com](mailto:FernandoS@cityofselma.com) or (559) 891-2200 ext. 2250

### **City of Los Alamitos – 2013 to Present**

In the last decade, we have performed two audits of Los Alamitos' franchise hauler, overseen their compliance efforts with AB 341 and AB 1826, facilitated the RFP process to choose a new franchise hauler, and successfully implemented all SB 1383 requirements. Tasks included revising the municipal code, updating procurement policy, and finalizing a new franchise agreement. As a result of these efforts, the City of Los Alamitos has achieved 100% compliance with the program rollout.

**Directly Related Experience:** Conducted an RFP process to select an exclusive franchise hauler, assisted in new agreement development and SB 1383 compliant code revisions.

#### **City Contact**

Ron Noda, Deputy City Manager

[RNoda@cityoflosalamitos.org](mailto:RNoda@cityoflosalamitos.org) or 562-431-3538 ext. 500

### **City of Reedley – 2020-2021**

Through an RFP process we helped the City transition from city-provided solid waste services to soliciting a private sector firm to operate under an exclusive franchise system. We developed the RFP document and assisted in developing a new franchise agreement format to include all SB 1383 regulations. We have also provided needed code revisions for SB 1383 compliance. We worked closely with City staff to identify funding needs and develop a successful transition plan for city assets and municipal employees.

#### **City Contact**

Russ Robertson, Public Works Director

[Russ.Robertson@reedley.ca.gov](mailto:Russ.Robertson@reedley.ca.gov) or 559-637-4200 ext. 213

*Additional references are available upon request.*

## **2 – Scope of Services**

Our scope of services will include the following activities, as presented in the City's RFP:

- Draft and prepare a Request for Proposals (RFP) for the solicitation of contractors to provide solid waste services for the City under a contractual franchise agreement.
- Prepare a list of potential providers and invite each provider to submit a proposal.
- Assist with conducting a pre-proposal meeting with prospective proposers and prepare written response(s) to any subsequent requests for information (RFI) or addenda to the RFP.
- Develop the written criteria and the methodology to evaluate and rank each proposal submitted.
- If applicable, coordinate any site visits to facilities of potential services providers and prepare questions for City to ask providers during visit.

- Prepare a technical analysis of each submitted proposal to verify the ability to comply with, provide for, and meet the requirements of the identified scope of work and proposed contract parameters.
- Evaluate each proposer's experience and ability to perform the contract through references.
- Analyze the financial capability and strength of the proposer to perform scope of work and proposed contract parameters.
- Assist the City in negotiating services, terms, rates, and prepare final agreement for approval by the City Council.
- Collaborate with staff to prepare and report to the City Council the recommendation and/or options for the procurement of a solid waste contractor. The City wishes to finalize a new agreement and make a final presentation for award to the City Council on November 12, 2024. The target date to initiate services is July 1, 2025.

To successfully complete these identified services, we recommend the following tasks:

#### Task 1 Development of the Request for Proposals Package

The City must make several important determinations prior to composing a complete and effective RFP document and package. How best to meet City requirements, how and where to incorporate existing state mandates and allow for any new mandates into franchise service provision, what new monitoring and reporting functions to require the hauler to perform or provide annual payments to the City to fund/execute, all while meeting the service needs of ratepayers in a cost-effective manner.

A review of current and pending state mandates, as well as service provision requirements that have been incorporated into Senate Bill 1383 (SB 1383), will drive a significant shift in the number and type of required compliance programs for both residential and commercial customers. A thorough understanding of these state mandates must be imparted to elected officials, as well as the various stakeholders in the RFP process. We are suggesting up to two (2) informational workshops with city staff, elected officials, and/or public stakeholder groups. The planned workshops will present legislative mandates, discuss service provision requirements and optional services, and detail options for mandated actions that are typically not provided by franchised haulers.

Meetings with City staff and the City Attorney are also needed for the primary purpose of reviewing the proposed franchise agreement structure, using either the City Attorney's approved format or one the consultant believes is appropriate, and then establish what changes are needed and/or desired to incorporate into the new agreement. While some terms will be negotiated with the selected bidder, the RFP package should contain a complete draft agreement for review and notation of exceptions by the bidders. Exceptions to the City's draft should be a review component that is considered in the proposal scoring process.

Finally, development of the RFP package requires working with the City and its current hauler to establish the containers in service for each type of collection program, the corresponding tonnages collected, and any special or unique service requirements within the City. Also, a general

description of current compliance programs (*e.g.*, what is collected and where/how it is processed), diversion rates by program, and the City’s compliance standing with all state mandates must be compiled. This current service/compliance information is then blended with City/stakeholder input to provide both background information and specific service requests for bidders to incorporate into their proposals.

This process will eventually lead to the preparation of a draft RFP document that is designed to guide bidders in successfully preparing their responses. This document is accompanied by a draft franchise agreement to complete the “package” that will be advertised and submitted to interested firms. Our project budget anticipates a series of reviews, followed by requested revisions, in order to ensure the final RFP package incorporates all desired information and direction. Our goal is to have this package completed and ready for City Council/staff approval within three months of the commencement of project work (*i.e.*, ready to issue on or after July 1, 2024).

### **Proposed Schedule Prior to Issuing the RFP:**

**April 2024 to May 2024** – Begin developing RFP draft, gather service information, provide sample agreement, and key SB 1383 language to City Attorney, and identify areas of service where City/stakeholder input is needed (if any). Identify revenue/service goals and provide analysis to assist City manager and designated RFP personnel (Public Works Director, City Treasurer, etc.). Hold initial meetings with City team on RFP and staff/council/stakeholder input process.

**May 2024 to June 2024** – Conduct follow-up meetings with City Attorney and City staff on RFP document and agreement. Hold workshops and revise RFP document.

**June 2024 to July 2024** – Finalize draft franchise agreement and RFP package for presentation and approval by City Council (if necessary).

### **Task 2 Overseeing the RFP Process**

Assist the City in posting and otherwise making the finalized RFP package available to all potential bidders to start the formal RFP process. This is followed by a pre-bid meeting, a tour of the City (optional), and follow-up communication to ensure all bidders are aware of the City’s requirements, associated timelines, and the various service areas within the City. We recommend making the pre-bid meeting mandatory and limiting any subsequent questions and responses to an email format (typically we set a question-and-answer period of two to four weeks, with answers to each week’s questions provided on Friday afternoon). This question protocol does not apply to the mandatory pre-bid meeting since all firms are represented and privy to all questions and answers provided.

We believe at least a 90-day period for proposal preparation (July 1 through September 30), after the pre-bid meeting is the appropriate timeframe required to ensure quality submissions from interested bidders; we would not recommend any period shorter than 60 days. During this time, the City can finalize its list of proposal reviewers and those that will participate in interviews with selected bidders. To assist in this process, we will develop a scoring sheet and oversee a meeting

with reviewers to discuss the scoring criteria and review process. If the number of bidders warrants, or if there is not a clear 100% consensus among the review committee, we recommended an interview process be employed so that the review committee can directly question the bidders to help finalize their scoring. While we can certainly incorporate interviews with all bidders, our recommendation is to limit this process to the firms the City is strongly considering for final selection after initial proposal and pricing reviews.

We will develop one or two reports for submission to the City Council that summarize the RFP process and the review committee's findings. Only one report will be issued if the review committee clearly believes a single bid is superior. A second report will be issued if multiple bidders are selected for interviews before a final selection is made. If that is the case, our first report will describe the process employed and present the City Council with the finalists to be interviewed and explain why they were selected. The second report will then make a recommendation for final selection. With City staff approval, we will assist in presenting the report(s) to City Council and field their questions on the RFP and review process. This activity will occur during the month of October.

Once the City Council has made a final decision, we will assist City staff and the City Attorney in the final negotiation process, including working with the selected firm to develop their service transition plan. This activity will conclude the project work in mid-December.

#### **General Activities - RFP Issuance through Selection:**

- Issue RFP electronically through selected websites and municipal bidder portals. Send emails inviting bids from all haulers servicing exclusive franchises within a 50-mile radius of the City of Dinuba.
- Hold mandatory pre-bid meeting and City tour with interested firms.
- Select review committee members and draft/finalize scoring criteria.
- Bid due date sometime within a 60 to 120 day time period from RFP being issued. Weekly response to bidder questions during a designated 2 to 3-week period, as specified in the RFP.
- Review and score proposals. Determine if interviews are needed; if so, schedule and conduct. Finalize selection and prepare staff report to present to City Council
- Negotiate with chosen firm, finalize agreement, and receive transition plan.
- Present report and final selection to City Council for approval.
- Execute Agreement and finalize transition plan.

Regarding Task 1, we can analyze existing and proposed collection and facility tip fee data to establish reasonable operational cost figures. We are also aware of industry standards regarding profit margins. We have helped a number of jurisdictions incorporate “new service” rates and services into established pricing/franchises and can analyze the costs and benefits of various rate structures. Having financially audited hauler operations throughout the country, we are confident we can provide you with the best assistance available in this area of the scope of work.

In the past three years, we have assisted over a dozen Southern California jurisdictions in revising and/or rewriting their franchise agreements and/or code of ordinances to deal with SB 1383 regulations. We have also developed numerous amendments to existing agreements to incorporate new state regulations and the new hauler programs they require. For that reason, we are highly qualified to help with Task 1. We can apprise the City of desirable agreement terms and reasonable expectations on hauler performance that should be established through the agreement. Having dealt with rural and urban programs, in a variety of states, we are confident we can fairly assess your hauler’s offerings and negotiate the best possible blend of services and charges for the City of Dinuba and your residents and businesses. This includes assessing and advising the City of any proposed “phase-in” of services and the reasonableness of the hauler-proposed implementation schedule. We are also familiar with and interact extensively with CalRecycle staff; therefore, we are confident we can ensure adequate time is approved by CalRecycle to ensure successful roll-out of services consistent with our proposed schedule.

Regarding providing ongoing assistance on a time-and-materials basis, we would be happy to do so. We pride ourselves on our long-term association with our clients (since 1992 with the City of Costa Mesa). We would love to be your ongoing resource for needed assistance as you develop your programs further.

Regarding Task 2, we regularly deal with the Proposition 218 process. We can most certainly help the City strategize and develop your required notice and any related activities. New franchise fee determinations require a greater understanding and breakdown of cost impacts upon the City and how they are to be reimbursed through franchise fee structures. We will provide monthly reports on activities to keep our clients apprised of our progress and will work with the city to ensure our work product always meets your requirements.

### **3 – Cost Proposal**

CityGreen Consulting (CGC) is confident the required scope of work can be completed in 240 hours. We have recently assisted your two neighboring cities (Reedley and Selma), so we are familiar with the area and the haulers providing services. The services of Michael Balliet will be billed at \$140 per-hour and encompass 75% of the project work, and the services of Mike Byrne will be billed at \$120 per-hour and cover the remaining 20% of project activity. The breakdown of costs is provided by-task below.

Task 1	Balliet	80.00 hours	@\$140.00	= \$11,200.00
	Byrne	20.00 hours	@\$120.00	= \$ 2,400.00
Task 2	Balliet	100.00 hours	@\$140.00	= \$14,000.00
	Byrne	40.00 hours	@\$120.00	= \$ 4,800.00
<b>TOTAL</b>	<b>Balliet</b>	<b>180.00 hours</b>	<b>@\$140.00</b>	<b>= \$25,200.00</b>
	<b>Byrne</b>	<b>60.00 hours</b>	<b>@\$120.00</b>	<b>= \$ 7,200.00</b>
		<b>240.00</b>		<b>\$32,400.00</b>

## **AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF DINUBA AND CITY GREEN CONSULTING**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and among the City of Dinuba, a California municipal corporation ("CITY") and City Green Consulting ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **SECTION 1. TERM OF AGREEMENT**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of two (2) years from the date of execution of this AGREEMENT, as first shown above, or until both parties express in a writing that the services to be performed under this AGREEMENT are completed. Such term may be extended upon written agreement of both parties to this AGREEMENT.

### **SECTION 2. SCOPE OF SERVICES**

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES". EXHIBIT "A" "SCOPE OF SERVICES" IS HEREBY INCLUDED AS AN OPERATIVE PART OF THIS AGREEMENT.

### **SECTION 3. ADDITIONAL SERVICES**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

### **SECTION 4. COMPENSATION AND METHOD OF PAYMENT**

- (a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" EXHIBIT "B" "COMPENSATION" IS HEREBY INCLUDED AS AN OPERATIVE PART OF THIS AGREEMENT..-The total compensation, including reimbursement for actual expenses, shall not exceed **(\$32,400) dollars**, unless additional compensation is approved in writing by the City Manager or Public Works Director.
- (b) Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall

detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

- (c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.
- (d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

#### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of CONSULTANT'S work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT'S work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT'S work shall be deemed to have been accepted. CITY'S acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT'S work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

#### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

#### **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

- (a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT'S performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work,

services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT'S address indicated for receipt of notices in this AGREEMENT.
- (c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT'S business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors in interest and authorized representatives.

#### **SECTION 8. STATUS OF CONSULTANT.**

- (a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by the City Council or City Manager or his or her duly authorized representative.
- (b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT'S officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT'S officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

- (c) Neither CONSULTANT, nor any of CONSULTANT'S officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any right CONSULTANT may have to any such rights.

#### **SECTION 9. STANDARD OF PERFORMANCE.**

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

#### **SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

#### **SECTION 12. UNAUTHORIZED ALIENS.**

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY. Furthermore, Consultant agrees to be subject to the duties and obligations set forth in Section 15 of this AGREEMENT pertaining to indemnification if such liability arises against City for violation of this section.

#### **SECTION 13. CONFLICTS OF INTEREST.**

- (a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT'S performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.
- (b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

#### **SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

- (a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.
- (b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- (c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of CONSULTANT'S conduct.
- (d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or

other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

## **SECTION 15. INDEMNIFICATION.**

- (a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, and hold harmless INDEMNITEES from and against, any and all liabilities, damages, judgments, reimbursement of reasonable related costs and expenses, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring to the extent found to be as a result of or caused by the CONSULTANT'S negligent performance of or negligent failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.
- (b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT shall reimburse City's reasonable defense costs tied directly to CONSULTANT'S determined percentage of fault as set forth in California Civil Code 2782.8 as it is written as of the date of this Agreement. Furthermore, per Civil Code 2728.8, a design professional consultant shall only be liable to the extent specified in Civil Code 2728.8. Upon notice from City, CONSULTANT shall defend INDEMNITEES by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT'S obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.
- (c) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT'S obligations under this

section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

#### **SECTION 16. INSURANCE.**

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. CONSULTANT agrees to provide CITY with copies of required policies upon request.

#### **SECTION 17. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or delegate any portion of this AGREEMENT or the performance of any of CONSULTANT'S duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

#### **SECTION 18. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT'S staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT'S staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

#### **SECTION 19. TERMINATION OF AGREEMENT.**

- (a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.
- (b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.
- (c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

- (d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT'S possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

## **SECTION 20. DEFAULT.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

## **SECTION 21. EXCUSABLE DELAYS.**

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

## **SECTION 22. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

## **SECTION 23. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

### **To CITY:**

Luis Patlan, City Manager  
405 E. El Monte Way  
Dinuba, CA 93618

### **To CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

#### **SECTION 24. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

#### **SECTION 25. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

#### **SECTION 26. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### **SECTION 27. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

#### **SECTION 28. LAW TO GOVERN; VENUE.**

This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties further agree that this Agreement is entered into and to be performed in Tulare County, California. To the fullest extent permitted by law, the parties waive the venue removal provisions pursuant to California Code of Civil Procedure § 394.

#### **SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.**

If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its costs for the litigation including expert witness fees and a reasonable sum and for its attorneys' fees in the

litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

**SECTION 30. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 31. COUNTERPARTS.**

This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties as of the date of the last signing party.

**SECTION 32. SEVERABILITY.**

If an term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT: CITY OF DINUBA

By \_\_\_\_\_  
Name and Title \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Luis Patlan  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Chad M. Lew, City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

The scope of services shall include, but is not necessarily limited to the following items:

- Draft and prepare a Request for Proposals (RFP) for the solicitation of contractors to provide solid waste services for the City under a contractual franchise agreement
- Prepare a list of potential providers and invite each provider to submit a proposal
- Assist with conducting a pre-proposal meeting with prospective proposers and prepare written response(s) of any subsequent requests for information (RFI) or addenda to the RFP
- Develop the written criteria and the methodology to evaluate and rank each proposal submitted
- If applicable, coordinate any site visits to facilities of potential services providers and prepare questions for City to ask providers during visit
- Prepare a technical analysis of each submitted proposal to verify the ability to comply with, provide for, and meet the requirements of the identified scope of work and proposed contract parameters
- Evaluate each proposer's experience and ability to perform the contract through references
- Analyze the financial capability and strength of the proposer to perform scope of work and proposed contract parameters
- Assist the City in negotiating services, terms, rates, and prepare final agreement for approval by the City Council
- Work with staff to prepare and report to the City Council the recommendation and/or options for the procurement of a solid waste contractor. The City wishes to finalize a new agreement and make a final presentation for award to the City Council on November 12, 2024. The target date to initiate services is July 1, 2025.

EXHIBIT "B"

COMPENSATION

Task 1	Balliet	80.00 hours	@\$140.00 = \$11,200.00
	Byrne	20.00 hours	@\$120.00 = \$ 2,400.00
Task 2	Balliet	100.00 hours	@\$140.00 = \$14,000.00
	Byrne	40.00 hours	@\$120.00 = \$ 4,800.00
<b>SUBTOTAL</b>	<b>Balliet</b>	<b>180.00 hours</b>	<b>@\$140.00 = \$25,200.00</b>
	<b>Byrne</b>	<b>60.00 hours</b>	<b>@\$120.00 = \$ 7,200.00</b>
		<b>240.00 hours</b>	<b>Grand Total: \$32,400.00</b>

## EXHIBIT "C"

### INSURANCE

- A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Attorney, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:
- a. Workers' compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$500,000 per accident.
  - b. Comprehensive general liability insurance with a combined single limit of not less than \$500,000 per occurrence covering injury to or death of any person or persons, and with limits of not less than \$500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled or reduced until thirty (30) days after the City Manager has received notice of such cancellation or reduction.
  - c. Comprehensive automobile liability insurance with a combined single limit of not less than \$500,000 covering per occurrence covering injury to or death of any person or persons, and with limits of not less than \$500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled or reduced until thirty (30) days after the City Manager shall have received notice of such cancellation or reduction.
- B. Insurance policies required by this AGREEMENT shall contain the following provisions:
- a. All Policies: Each insurance policy required by this paragraph shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to Elva Patino, Business Manager, 405 E. El Monte Way, Dinuba, CA 93618.
  - b. Workers' Compensation and Employer's Liability Coverage: Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers,

officials, employees and agents for losses arising from work performed by CONSULTANT.

c. General Liability and Automobile Liability Coverages:

- i. CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.
- ii. CONSULTANT'S insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT'S insurance.
- iii. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Other provisions:

- a. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.
- b. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- c. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

- d. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- e. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.



## City Council Staff Report

Department: CITY CLERK

April 9, 2024

**To:** Mayor and City Council

**From:** Maria Alaniz, City Clerk/Human Resources Director

**Subject:** Conference with Labor Negotiators (MA)

### RECOMMENDATION

Pursuant to GC Subdivision 54957.6; Agency designated representative: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James  
Employee Organizations: City Employees Association; Police Officers' Association; Firefighters' Association; and Unrepresented Employees

### EXECUTIVE SUMMARY

### OUTSTANDING ISSUES

### DISCUSSION

### FISCAL IMPACT

### PUBLIC HEARING