



DINUBA CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, November 10, 2015
5:30 PM

Dinuba City Hall
405 East El Monte Way

AGENDA PACKET AVAILABLE FOR
REVIEW 72 HOURS PRIOR TO
THE CITY COUNCIL MEETING AT
THE CITY CLERK'S OFFICE AND
ON THE CITY WEBSITE AT
www.dinuba.org

ALL ATTENDEES ARE ADVISED THAT
ELECTRONIC DEVICES SHOULD BE
POWERED OFF UPON ENTERING THE
COUNCIL CHAMBERS, AS THESE
DEVICES INTERFERE WITH AUDIO
EQUIPMENT.

District 1	District 2	District 3	District 4	District 5
Emilio Morales Mayor	Maribel Reynosa Council Member	Scott Harness Vice Mayor	Kuldip Thusu Council Member	Mike Smith Council Member

1. WORK SESSION

- 1.1. Presentation of Planning and Public Works User Fees (BB)

1. OPENING CEREMONIES

- 2.1. Welcome & Call to Order – Mayor
- 2.2. Invocation
- 2.3. Pledge of Allegiance

3. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54956.8.

4. NEW EMPLOYEES/PROMOTIONS

- 4.1. Parks and Community Services
 - Joe Grijalva, Grounds Maintenance Worker III
- 4.2. Fire Services
 - Joseph Cruz, Fire-fighter
 - Cipriano del Real, Fire-fighter
- 4.3. Police Services
 - Calixto Arias, Police Officer
 - Ubaldo de Haro, Police Officer

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 may be limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

6. CONSENT CALENDAR

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

6.1. SUBJECT: Meeting Minutes for October 27, 2015 (LB)

RECOMMENDATION: City Council to review draft minutes and adopt as final.

6.2. SUBJECT: Master Development Schedule (DU)

RECOMMENDATION: Information item only.

6.3. SUBJECT: Bi-weekly update of West El Monte Widening Project (DU)

RECOMMENDATION: Information item only.

6.4. SUBJECT: Resolution Approving Installation of One (1) Loading/Unloading Parking Stall in Downtown (BB)

RECOMMENDATION: Council adopt Resolution 2015-42 approving installation of one (1) loading/unloading parking stall in Downtown.

6.5. SUBJECT: Approval of Professional Services Agreement with Robert E. Cendejas & Associates as Special Counsel to Secure Local Sales Tax Allocations from Internet Sales (LP)

RECOMMENDATION: Council approve Professional Services Agreement with Robert E. Cendejas & Associates as Special Council to secure local sales tax allocation from Internet sales and authorize the Mayor to execute the agreement.

- 6.6. **SUBJECT:** Authorization to Apply for the 2015 Assistance to Firefighters Grant (AFG) Program (CT)

RECOMMENDATION: Council authorize the Fire Department's request to apply for the 2015 Assistance Firefighters Grant (AFG) Program in the amount of \$304,030 to replace up to 35 existing self-contained breathing apparatus.

- 6.7. **SUBJECT:** Award of Contract to Synagro West, Inc. for the Removal of Wastewater Reclamation Facility Biosolids (BB)

RECOMMENDATION: Council award the contract to Synagro West, Inc. for the removal of Wastewater Reclamation Facility Biosolids in the amount of \$70,000 and authorize the City Manager to execute the contract.

- 6.8. **SUBJECT:** Proclamation No. 2015-16 – Recognizing November 11, 2015 as Veterans' Day (LB)

RECOMMENDATION: Council to adopt Proclamation 2015-16 recognizing November 11, 2015 as a day to honor War Veterans.

7. WARRANT REGISTER

- 7.1. **SUBJECT:** Approval of Warrants for October 30, November 6, 2015

RECOMMENDATION: Council to review and approve warrants as presented.

8. PUBLIC HEARING

- 8.1. **SUBJECT:** Public Hearing and Adoption of 2015-2023 Housing Element (DU)

RECOMMENDATION: Council conduct public hearing, receive public testimony, close public hearing and adopt Resolution No. 2015-23 adopting the 2015-2023 Housing Element and Negative Declaration.

9. DEPARTMENT REPORTS

- 9.1. **SUBJECT:** Letter of Intent (LOI) with Woodside Homes for the Purchase of Ridge Creek Ranch Subdivision (APN: 012-023-033, 012-023-048, 012-024-035 and 012-024-039) (LP)

RECOMMENDATION: Council enter into a non-binding Letter of Intent (LOI) with Woodside Homes for the Purchase of Ridge Creek Ranch Subdivision consisting of 58.55 acres and authorize the City Manager to execute the LOI.

- 9.2. SUBJECT:** Administrative Policy No. 15-01 Amending Water Conservation Guidelines (BB)

RECOMMENDATION: Council receive informational item on Administrative Policy No. 15-01 amending Water Conservation Guidelines establishing a winter watering schedule.

- 9.3. SUBJECT:** Approval of Memorandum of Understanding (MOU) forming the Kings River East Groundwater Sustainability Agency (GSA) (DU)

RECOMMENDATION: Council approves the Memorandum of Understanding (MOU) forming the Kings River East Groundwater Sustainability Agency and authorizes the City Manager to execute the MOU.

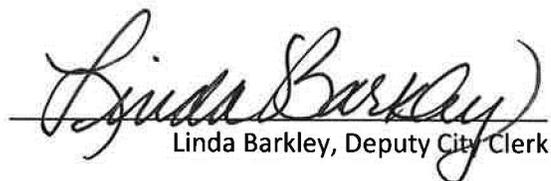
10. MAYOR/COUNCIL REPORTS

- 10.1.** Oral Report of Trip to Eumseong County South Korea
10.2. Cancellation of City Council Meeting December 22, 2015

11. CITY MANAGER/STAFF COMMUNICATIONS

- 11.1.** Annual Christmas Parade & Tree Lighting Ceremony, December 5, 2015; 5:30 pm Dinuba Entertainment Plaza (JC)
11.2. Planning Commission appointments: (3) seats – Ward 1, Ward 2, and Ward 4. Call for applications from November 10 to December 10, 2015. (LP)

12. ADJOURNMENT



Linda Barkley, Deputy City Clerk

This is to certify that this agenda was posted at Dinuba City Hall, Dinuba Transit Center and the Dinuba Police Department by 5:30 p.m., November 6, 2015. A citizens' packet agenda regarding this agenda is available at City Hall, 405 City Hall East El Monte Way, Dinuba, CA.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (559) 591-5900 or lbarkley@dinuba.ca.gov. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements (28 CFR 35.102-35.104 ADA Title II)

Esto es para certificar que este programa fue publicada en Dinuba City Hall, Dinuba Transit Center y el Departamento de Policía antes de 5:30 pm, 4 de septiembre de 2015. El paquete del programa los ciudadanos respecto a este programa se encuentra disponible en 405 East El Monte Way, Dinuba, CA.

En cumplimiento de la Ley de Estadounidenses con Discapacidades, si usted necesita asistencia especial para participar en esta reunión, por favor póngase en contacto con el diputado Secretaria de la ciudad al (559) 591-5900 o lbarkley@dinuba.ca.gov. Notificación 48 horas antes de la reunión permitirá que personal de la ciudad para hacer arreglos razonables.

COUNCIL MEMBERS PRESENT: Reynosa, Smith, Harness

COUNCIL MEMBERS ABSENT: Morales, Thusu

STAFF MEMBERS PRESENT: Anderson

OPENING CEREMONIES

1.1. Welcome & Call to Order – Mayor

Vice Mayor Harness called the meeting to order at 6:34 pm and welcomed everyone.

1.1. Invocation

The invocation was led by Chaplain Garcia.

1.2. Pledge of Allegiance

The pledge of allegiance was led by Chief Popovich.

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 54956.8.

None.

PRESENTATIONS/CEREMONIAL MATTERS

3.1. Kiwanis Bi-lingual Club – Presentation of Plaque to City Council

Ramon Rivera and Jesus Pelayo were present to thank the Council for their sponsorship of the first Kiwanis Bi-lingual Club event. One of their goals was to advertise the local historic museum and that is where the event was held. He thanked everyone and said he hopes the Council will sponsor the event again in the future.

Jesus Pelayo thanked the city and Council for participation in the event. He presented the Council with a plaque on behalf of the Kiwanis Bi-lingua Club.

Vice Mayor Harness asked Council Member Reynosa to accept the plaque on behalf of the City which she did.

REQUEST TO ADDRESS COUNCIL

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None.

CONSENT CALENDAR

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

5.1. SUBJECT: Meeting Minutes for October 13, 2015 (LB)

RECOMMENDATION: City Council to review draft minutes and adopt as final.

5.2. SUBJECT: Bi-weekly update of West El Monte Widening Project (DU)

RECOMMENDATION: Information item only.

5.3. SUBJECT: Formation Proceedings for Parkside Village Units No. 2 & 3 Landscape and Lighting Assessment District, Resolution Number 2015-41 (DU)

RECOMMENDATION: That the City Council adopt Resolution Number 2015-41 and thereby take the following actions to continue with formation proceedings for the Parkside Village Units No. 2 & 3 Landscape and Lighting Assessment District:1) Declare an intent to form Parkside Village Unit No. 2 and 3 Assessment District 2) Approve Proposed Engineer's Report, 3) Authorize the mailing of assessment ballots and ballot materials and 4) Set a public hearing for January 12, 2016.

5.4. SUBJECT: Zapien Final Parcel Map-Offer of Dedication for Street and Utilities Purposes affecting a portion of APN 014-530-050 and Final Map Approval (DU)

RECOMMENDATION: Council approve acceptance of an offer of Dedication in Fee for Street and Utilities Purposes to the City of Dinuba as shown on the Final Map, approve the Final Map and authorize the City Clerk to sign the City Clerk's Certificate acknowledging same.

5.5. SUBJECT: Stormwater Disposal and Recharge Agreement between the City of Dinuba and Alta Irrigation District for the Tierra Vista Phases I and II Subdivision (APNs 013-090-068 and 013-110-002) (DU)

RECOMMENDATION: Council approves the Stormwater Disposal and Recharge Agreement and authorizes the City Manager to execute the document.

A motion was made by Council Member Smith, second by Council Member Reynosa, to approve the Consent Calendar as presented.

AYES: Reynosa, Smith, Harness
NOES: None
ABSTAIN: None
ABSENT: Morales, Thusu

WARRANT REGISTER

6.1. SUBJECT: Approval of Warrants for October 16; 23, 2015 (CC)

RECOMMENDATION: Council to review and approve warrants as presented.

A motion was made by Council Member Smith, second was made by Council Member Reynosa, to approve the warrant register as presented.

AYES: Reynosa, Smith, Harness
NOES: None
ABSTAIN: None
ABSENT: Morales, Thusu

MAYOR/COUNCIL REPORTS

7.1. Items from Council Members

None.

CITY MANAGER/STAFF COMMUNICATIONS

8.1. Wellspring Church Event 10/31/15 – Street Closure (BB)

Director Beltran said items 8.1. and 8.2. were reviewed by the Traffic Safety Committee (TSC). Beltran explained the Committee reviews matters that have to do with the city's traffic system and safety system and special parking or transportation safety system. Three requests were reviewed by the committee.

Beltran reported that Wellspring Christian Center's request was reviewed and the TSC reviewed the request, all signatures have been acquired and the closure approved.

8.2. Wal-Mart Black Friday Event – Access Closure (BB)

Director Beltran said staff received a request by Wal-Mart based on their experience of past Black Friday events. They requested the store be allowed to close the driveway on the east end of the parking lot in order to avoid conflicts with shoppers and traffic.

There is also a pending request in regard to the Flower Box in the downtown area. The Jolly Trolley will be in the Veterans Day Parade being held at Avenue 416 and Hwy 63. She directed

Council Members who wish to be in the parade and riding the Jolly Trolley meet at that corner before 10 am Veterans Day.

8.3. Tulare County Community Health Assessment, Nov 5; 1:00-5:00 pm, Visalia Convention Center (LP)

City Manager Patlan informed the Council of the upcoming Health Assessment meeting. The County is soliciting participation. City Manager Patlan said he was at Pena's Disposal yesterday and he explained what he saw in regard to the facility and their recycling efforts. Chiefs Popovich and Thompson and City Manager Patlan attended the Red Ribbon Week Event at the High School.

Chief Popovich announced that the Battle of the Badges Blood Drive will be held November 6 from 2-6 pm at the Grocery Outlet parking lot.

The Council adjourned to closed session at 6:53 pm.

CLOSED SESSION

9.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- A. Property: 3018 Ridge Creek Drive, Dinuba CA
Pursuant to Section 54956.8 of The Brown Act, Agency Negotiator(s): Luis Patlan, City Manager and Cass Cook, Finance Director
Under Negotiation: Offer to purchase

The Council directed staff to negotiate a letter of intent for the sale of the real property located at 3018 Ridge Creek Drive and bring the letter back to the Council for final consideration and approval.

9.2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

- A. Potential Litigation Pursuant to Brown Act Section 54956.9, Paragraph (2)(D)
One (1) Case

No action was taken.

ADJOURNMENT

The meeting adjourned at 8:00 pm.

Emilio Morales, Mayor

ATTEST:

Linda Barkley, Deputy City Clerk

**MASTER DEVELOPMENT SCHEDULE
RESIDENTIAL
11/06/15**

DEVELOPMENT	LOCATION	ANNEXED? DATE RATIFIED	PRE- TENTATIVE MAP	DRC	PLANNING COMMISSION TENTATIVE MAP	CITY COUNCIL TENTATIVE MAP	DEVELOP. AGREE.	BONDS/ perform pymnt maint	CITY COUNCIL FINAL MAP	PUBLIC IMPR.	* BLDG. PERMIT	LOTS	LOTS REMAINING
1. Bel Aire Johannes Van Tilburg 1738 Berkley Street Santa Monica, CA 90404 310-394-0273	Northwest corner of Sequoia and Villa	yes	yes	yes	5/19/2004	n/a	yes		8/10/2004	√	13	28	15
2. Viscaya II - Phase I-III Longview Development 559-732-2660 (Viscaya II)	Southwest corner of Nebraska and Viscaya	yes	yes	yes	1/4/2005		yes	√	yes	√		84	84
3. Parkside I/ Rancho Vista Parkside II Parkside III Sandra Staats 559-977-2396	West of intersection of Crawford and San Antonio	yes yes	yes yes	yes yes	8/3/2004 8/3/2004 Phase III extended to 8/3/2012 per 3/5/10 ltr, Lane Eng 8/3/2014 per AB 208 8/3/2016 per AB 116 extended to 8/3/2019 due to Phase II Final Map recordation on 4/28/14 4/28/21 per AB 1303	n/a n/a	yes yes	√	6/14/2005 2/11/2014 8/11/2015	√ √	129 70	129 70 52	0 0 52
4. Stony Creek Chris Mitchell 831-423-1172	South of intersection of Kamm and Greene	yes	yes	yes	7/1/2003	n/a	yes		10/14/2003	√	9	11	2
7. Laurabrook Deby Newton-Johnston 591-2500	Approximately 200' north of the intersection of Euclid and Bloomingdale	yes	yes	yes	4/5/2005 extended to 4/5/2010 4/5/2012 per AB 333 4/5/2014 per AB 208 4/5/2016 per AB 116 4/5/18 per AB 1303	n/a	pending					37	37
8. Marquis Homes	East of the Englehart and Quapan/Osage intersection	yes	yes	10/6/2005	11/1/2005	11/22/2005	yes		12/12/2006	√	5	42	37
9. Tierra Vista II Las Palmas Property Management 559-472-9546 - Veronica 559-515-1385 - Josie	Southeast corner of Crawford and Saginaw	yes	yes	yes	7/6/2004 Extended by PC 9/5/06 to 7/6/07 Reapplication approved by PC 5/6/14	n/a Reapplication approved by CC 05/27/14 Approval good til 5/27/16	Expired Recorded 2/20/2015	Expired	12/12/2006 Final map not recorded Expired 3/12/2007 Final Map recorded Feb 2015	√		0 42	0 42

DEVELOPMENT	LOCATION	ANNEXED? DATE RATIFIED	PRE- TENTATIVE MAP	DRC	PLANNING COMMISSION TENTATIVE MAP	CITY COUNCIL TENTATIVE MAP	DEVELOP. AGREE.	BONDS/ perform pymnt maint	CITY COUNCIL FINAL MAP	PUBLIC IMPR.	* BLDG. PERMIT	LOTS	LOTS REMAINING
						7/10/2016 per AB 116 7/10/2018 per AB 1303							
20. Rose View Estates Ron Yamabe (559) 978-1919	Approximately 400' west of the College and Ave 406	yes	yes	4/6/2006 5/4/2006	8/1/2006	9/12/2006 extended to 9/12/2009 9/12/2011 per AB 333 9/12/2013 per AB 208 9/12/2015 per AB 116 EXPIRED	pending					22	22

November 5, 2015

WEST EL MONTE WAY / AVENUE 416 PROJECT BI-WEEKLY UPDATE

LAST TWO-WEEKS SUMMARY

- Work Completed:
 - Portions of Storm Drain, Water and Sewer work west of Englehart.
 - Portions of Grading/Fill work west of Englehart.
 - Portions of Curb and Gutter west of Englehart.
 - Started Traver Canal Box Culvert Backfill.
 - Foundation at Town Ditch Pipe Junction Structure.
 - Paving Initial lifts east of Adventist Health Dwy. and Alley at Arkona Ave.
 - Paving Initial lifts at Rd. 70/Rd. 68.
 - Temp. Paving south side of EMW in preparation for Stage 2.

- Problems Encountered/Resolved:
 - AID connection conflicts at Town Ditch Pipe Junction Structure were resolved. Rain caused flooding and loss of form work.

- List citizen concerns, comments and compliments:
 - Resolved driveway conflicts at The Rock Yard.

TWO-WEEK LOOK AHEAD

- Upcoming Work (2 weeks):
 - Continuing Storm Drain, Sewer and Grading /Fill, Aggregate Base work, west portion of the Project.
 - Traver Canal Box Culvert –Channel Lining at Box Culvert and Barrier Rail.
 - Town Ditch Pipe Junction Structure.
 - Basin #1 Pump Station, Controls installation.
 - Final Paving at Rd 70.
 - Prep (removals, aggregate base) for Englehart Ave. intersection paving.
 - Setting street light poles.
 - Final paving in town to start November 20, 2015.

- Community Outreach/Notifications
 - Facebook/Website Updates.
 - Construction Mitigation Hotline:
 - English/Espanol (800) 399-2547
 - Contact Information:
 - City website address: <http://www.dinuba.org/>
 - Facebook page: Avenue -416-Street-Widening
 - Twitter: //twitter.com/elmonteway

Submitted By: SGI Construction Management



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1
COUNCIL MEMBER
Maribel Reynosa, Dist. 2

VICE-MAYOR MAYOR
Scott Harness, Dist. 3
COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

DEPARTMENT: PUBLIC WORKS SERVICES
CITY COUNCIL MEETING
DATE: NOVEMBER 10, 2015

To: Mayor and City Council
From: Blanca Beltran, Public Works Director
Subject: Resolution Approving Installation of One (1) Loading/Unloading Parking Stall in Downtown

RECOMMENDATION

Council adopt Resolution 2015-42 approving installation of one (1) loading/unloading parking stall in Downtown.

EXECUTIVE SUMMARY

The Traffic Safety Committee (TSC) reviewed a request for consideration of exclusive parking due to loading and unloading of deliveries for The Flower Box, 101 South L Street. Unlike many other businesses downtown, the Flower Box does not have rear access to accommodate their loading/unloading needs. Carrying large arrangements, casket pieces, and standing sprays down the street or in-between cars is difficult. The TSC considered several options and recommends the installation of yellow curbing and signage designating a loading/unloading zone from 8:00 a.m. to 6:00 p.m., Monday through Saturday.

OUTSTANDING ISSUES

The installation of a designated loading/unloading parking stall does not guarantee that the parking space will be exclusively available to The Flower Box. Any Downtown business could use the space for loading/unloading during regular business hours. The loading/unloading space will be subject to the 2-hour parking restriction, unless it is demonstrated that loading/unloading is underway. The installation of a designated loading/unloading parking space will set precedence for other similar businesses to request a loading/unloading zone, creating the potential for multiple loading/unloading zones and eliminating public parking spaces.

DISCUSSION

The Flower Box submitted a request for a designated parking space for their business. The business is located at 101 S. L Street (southwest corner of L and Tulare Streets). The Flower Box has frequent deliveries throughout the day. Without a rear access or a designated parking space, the Flower Box often times cannot find suitable parking for loading and unloading during regular business hours.

The TSC discussed the following options:

1. Designate a business loading/unloading parking space (Tulare/L Street corner). The DMC Section 10.32.190 allows for loading/unloading zones between the hours of 8:00 a.m. and 6:00 p.m. by painting the curb yellow; for 15 minutes or such other time as may be indicated by pavement markings, curb markings, or on adjacent sign. This option would reserve the space for loading/unloading for businesses, but would be available to all

businesses. The public could use the space for regular use during non-business hours and on Sundays and holidays.

2. Designate the curb adjacent to the bulb-out along “L” Street in front of the Flower Box yellow for loading/unloading. This option would create visibility issues and would encroach into the travel lane on L Street, making it difficult for traffic on Tulare Street wishing to turn southbound onto L Street. This would also require the business owner to park elsewhere and move their delivery van to this spot specifically for loading/unloading.
3. Designate a space for “The Flower Box” only. This option will restrict other businesses from the use of a public parking space and set precedence for other businesses to request a similar designated parking stall for their respective business. This option would be extremely difficult to administer and was not recommended by the TSC.
4. Allow The Flower Box to purchase an annual parking permit. DMC Section 13.12.170 allows businesses downtown to purchase an annual parking permit for use by their customers to avoid the 2-hour parking limit. The parking permit was established for businesses whose customers may require a longer stay (i.e., hair salon, doctor, dentist, etc.). The ordinance limits the annual parking permit for customers and not for businesses. The ordinance could be amended to allow for each business downtown to purchase one (1) annual parking permit for their exclusive use. This will not specifically designate a parking space for the businesses (like The Flower Box) and it would reduce the number of parking stalls available to the public during business hours depending on how many businesses purchase the permit.
5. Re-consider the 2-hour minimum parking restriction downtown. The 2-hour minimum parking restriction is set by ordinance. This was put in place to address merchants concerns regarding lack of parking for customers. Eliminating the restriction could again lead to business owners and/or employees to park in front of the business during business hours, again eliminating customer parking. Changing the 2-hour parking limit to 3 hours might provide some relief from citations, but could encourage business owners and employees to park in front of businesses.

The TSC recommends Option 1. While this does not specifically designate a parking stall, it does provide for designated loading/unloading parking space, which is consistent with what many other cities provide for the Downtown. Option 2 creates a potential safety hazard and is not recommended. Option 3 guarantees a space but would set precedence and would be difficult to administer. Option 4 relieves business owners of parking citations but does not guarantee a designated parking space and/or address the need for loading/unloading. Option 5 could provide some relief from parking citation, but would not guarantee a designated parking space.

FISCAL IMPACT

The cost for labor, paint, and signage is estimated at \$150. This cost could be covered under PW operating budget.

PUBLIC HEARING

None required.

Attachments:

- A. Resolution No. 2015-42
- B. Traffic Safety Improvement Request Form
- C. Photograph of Proposed Loading/Unloading Stall

Attachment 'A'

RESOLUTION NO. 2015-42

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF DINUBA ESTABLISHING
YELLOW ZONE CURBING ON TULARE STREET
FOR LOADING AND UNLOADING

WHEREAS, pursuant to California Vehicle Code Section 22507, a city may, by ordinance or resolution, prohibit or restrict the stopping, standing, parking or standing of vehicles on certain streets, highways or portions thereof, during all or certain hours of the day; and

WHEREAS, due to the need for loading and unloading of certain businesses in the downtown area, there is a need to designate the first parking space on the south side of Tulare Street, at the L Street intersection, with yellow curbing, signage, and markings for loading/unloading purposes from the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday; and

WHEREAS, the City Council reviewed the Traffic Safety Committee recommendations regarding the designation of a loading/unloading parking space as set forth in the attached "Exhibit A", incorporated herein by this reference.

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

1. That the foregoing recitals are true and correct.
2. That the attached "Exhibit A" is hereby adopted by the City Council and the Director of Public Works is hereby directed to paint the designated curbs as set forth in Exhibit A.

I hereby certify that the foregoing Resolution was hereby passed, adopted, and approved by City Council of the City of Dinuba at a meeting thereof held on the 10th day of November 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor of the City of Dinuba

CITY CLERK, City of Dinuba

Attachment 'B'



Date Received:	<u>10/5/15</u>
Request Number:	<u>2015-01</u>

TRAFFIC SAFETY IMPROVEMENT
REQUEST FORM

This form should be used to file a request for review and consideration of a traffic safety or transportation system related matter in the City of Dinuba. The City of Dinuba Traffic Safety Committee is an interdepartmental group that reviews all City traffic safety or transportation related matters, including but not limited to, repair and/or maintenance to public streets, speeding, sidewalks, street lighting, parking, pedestrian crossings, school zones, street closures, etc. The TSC will review, consider, approve, and/or make recommendations to the City Council when necessary, to respond to requests. Upon completion of this form, please return it to the attention of the City of Dinuba, City Clerk, 405 E. El Monte Way, Dinuba, CA 93618, for review by the TSC. The following information is required prior to consideration of this request. Please fill in all that applies as completely as possible:

Name The Flower Box Today's Date 10-5-2015

Address 101 S L St Daytime Telephone 559 591-7187

Contact Carolyn Rodriguez 559-936-0952

Nature of Request (Please explain the request thoroughly. Include specific location, address, issue or concern, and any other information which might help us in considering the request. Additional pages may be attached if necessary.

Would like to have a parking space for the flower shop due to the loading and unloading for deliveries. Its hard for us to be trying to park down the street or across the street carrying casket pieces and Standing sprays loading these in between cars is hard. We would like the parking space on the corner of Tulare and L street next to the fire hydrant. This would be easy for us especially when its holiday time.

Thank You
Carolyn Rodriguez

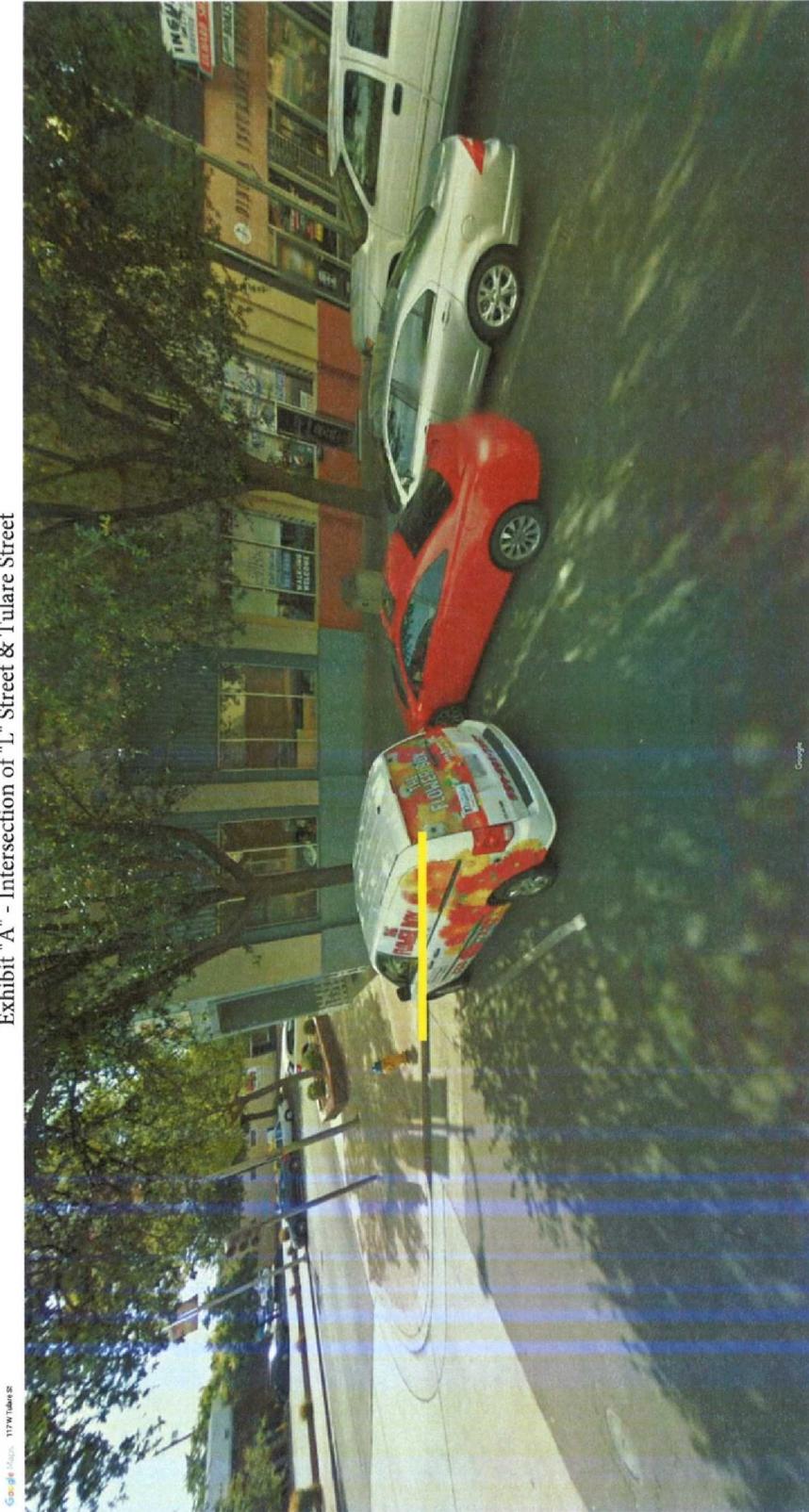
The Traffic Safety Committee meets on the first Thursday of each month. You will be advised when your request is scheduled for review and the results of the findings will be reported to you as soon as reasonably possible. Some requests may require additional time to process due to engineering reviews and special studies.

Carolyn Rodriguez 10-05-2015
Signature of Requesting Party Date

See reverse for more information

Attachment 'C'

Exhibit "A" - Intersection of "L" Street & Tulare Street



 - Yellow Curbing Loading/Unloading, Monday-Saturday 8:00 a.m. to 6:00 p.m.



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1

VICE-MAYOR MAYOR
Scott Harness, Dist. 3

DEPARTMENT: CITY MANAGER

COUNCIL MEMBER
Maribel Reynosa, Dist. 2

COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING
DATE: NOVEMBER 10, 2015

To: Mayor and City Council
From: Luis Patlan, City Manager
Cass Cook, Finance Director
Subject: Approval of Professional Services Agreement with Robert E. Cendejas & Associates as Special Counsel to Secure Local Sales Tax Allocations from Internet Sales

RECOMMENDATION

Council approve Professional Services Agreement with Robert E. Cendejas & Associates as Special Council to secure local sales tax allocation from Internet sales and authorize the Mayor to execute the agreement.

EXECUTIVE SUMMARY

The City of Dinuba has experienced fluctuations in local sales tax revenues from Internet sales, particularly from Best Buy.com. For example, in 2011 revenues from internet sales peaked at \$2.7 million and dropped to about \$2.2 million in 2014. To accomplish this, the City wishes to retain the firm of Robert E. Cendejas & Associates to work on securing Internet sales tax revenue. The firm has the expertise and experience in dealing with local sales tax allocations from Internet based companies operating in California.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba would like to ensure that future sales tax from Internet sales is secured, particularly from Best Buy.com. Because local sales tax allocations from Internet sales is a complex area, the City of Dinuba would like to retain a law firm with the expertise and experience in dealing with local sales tax allocations from Internet based companies. The firm of Robert E. Cendejas was contacted to assist the City of Dinuba in securing local sales tax revenues from Internet sales.

The firm has worked with Shafter, Long Beach, Ontario and San Bernardino County on similar local sales tax allocation matters from Internet-based companies. The firm will represent the City of Dinuba on a contingency basis. The firm would be compensated for sales tax allocation secured above the amounts currently received by the City of Dinuba. A copy of the Agreement is enclosed herein as Attachment 'A'.

The firm will negotiate on the City's behalf and any agreement related to securing local sales tax allocations from Best Buy.com will be subsequently presented to the City Council for review and approval at a future public hearing.

FISCAL IMPACT

The City of Dinuba currently receives approximately \$2.2 million in sales tax from Internet sales. Approximately \$1.8 is generated from Best Buy.com Internet sales. The loss of this revenue would significantly impact the General Fund. The City wishes to secure this revenue in order to maintain and expand the level of service to the community.

PUBLIC HEARING

None.

Attachments:

A. Professional Services Agreement

Attachment 'A'

**CITY OF DINUBA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of November 10, 2015 by and between the City of Dinuba, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 405 E. El Monte Way, Dinuba, California 93618, County of Tulare, State of California ("City"), and Robert E. Cendejas and Associates, Inc. ("REC"); Business Location Advisors, Inc.; and Strategic Business Locations, Inc. all of which are C corporations with their principal places of business at 20955 Pathfinder Road, Suite 100, Diamond Bar, California 91765 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for sales tax consulting services related to a Location Agreement with BESTBUY.COM, Inc. ("BESTBUY.COM"), for assisting the City in related efforts in the negotiation of BESTBUY.COM moving its sales operations to the City of Dinuba, for a twenty (20) year, or longer, term (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described below (hereinafter referred to as "Scope of Services"):

a. The City of Dinuba wishes to execute a twenty year, or longer, Location Agreement with BESTBUY.COM, to locate its sales operations within the City of Dinuba. The establishment of the new BESTBUY.COM sales office within the City will generate substantial revenue for the City, create new jobs, revitalize an area of the City which has suffered a loss of jobs and businesses during the economic downturn of the mid-2000's, and result in community and public improvements that might not otherwise be available to the community for many years. The City of Dinuba and Consultant both understand the extreme nature of this project because of the highly technical nature of the work, the fast approaching deadline and the importance to the City that the sales tax allocation is never reallocated from City over the term of this Agreement.

b. To help the City determine a local sales tax allocation solution and negotiate the terms and conditions of the Location Agreement with BESTBUY.COM, the City worked with Robert E. Cendejas and Associates, Inc. to assist in this matter. Now that REC has identified an acceptable sales tax allocation solution and the Location Agreement terms are agreed to in principle, the City has the obligation to repay Robert E. Cendejas and Associates, Inc. at a rate of 20% of what City retains, after payment of a rebate to BESTBUY.COM, of the local sales and use tax received by the City each year for the length of the BESTBUY.COM Location Agreement between the City of Dinuba and BESTBUY.COM, Inc. (twenty years or more), to be dated as soon as November 24, 2015, but no later than December 31, 2015. This professional services agreement is to be considered to run for the length of the BESTBUY.COM Location Agreement and to be tied to that Agreement.

c. As part of the BESTBUY.COM Location Agreement between the City of Dinuba and BESTBUY.COM, Inc., there will be an obligation for the above three consulting companies to repay the fee to the City, should the State Board of Equalization ("BOE") request repayment. In addition, the three consulting companies are to provide, at no additional cost to the City, assistance in the implementation of the sales tax allocation solution, local sales tax allocation audit defense, representation for all BOE administrative proceedings that include all BOE meetings, conferences and appeals before the BOE Board Members, but does not include litigation on behalf of the City. These services are to run for the full term of the Location Agreement.

2. Compensation.

a. Consultant will receive a 20% fee each year of the local sales and use tax paid by BESTBUY.COM and received by the City, net of the sales tax rebate paid to BESTBUY.COM, for the full term of the BESTBUY.COM Location Agreement. If the City should retain a net amount per year of less than \$1.7 Million, after payment of this 20% fee, then the fee will be reduced dollar for dollar so the City retains \$1.7 Million per year, after payment of both the rebate to BESTBUY.COM and Consultant. The 20% fee will be split in thirds between three consulting companies: Robert E. Cendejas and Associates, Inc.; Business Location Advisors, Inc.; and Strategic Business Locations, Inc. If the annual fee to Consultant is ever less than \$150,000, Consultant may elect, at its sole discretion, to terminate this Service Agreement without incurring any penalty or claim of damages of any kind.

b. Consultant will invoice City on a quarterly cycle. Consultant will provide a monthly report on all work performed in relation to the Scope of Services provided in this Agreement. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a fixed percentage fee contract. There is no reimbursement for expenses.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance.

a. Commercial General Liability

(i) If the Consultant ever has an employee, the Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) The City of Dinuba, its officials, officers, employees, agents, and volunteers shall at no time ever be in a car while the Consultant is driving.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

If, at any time during or after this Agreement, the BOE determines that all or any portion of the Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if the BOE requires repayment of, offsets against future sales tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Sales Tax Revenues, then Consultant shall, within thirty (30) calendar days after written demand from the City, repay all payments (or applicable portions thereof) theretofore paid to Consultant which are attributable to such repaid, offset or recaptured Sales Tax Revenues. If Consultant fails to make such repayment within thirty (30) calendar days after the City's written demand, then Consultant shall be in breach of this Agreement and such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. Additionally, the City may deduct any amount required to be repaid by Consultant under this Section 11.e. from any future payments otherwise payable to Consultant under this Agreement. This Section 11.e. shall survive the expiration or termination of this Agreement. The City

immediately will contact Consultant regarding any communication from the BOE pertaining to tax allocations associated with Consultant's business. The City and Consultant agree that, should the BOE question the correctness of the allocation or otherwise determine that there has been an improper allocation to the City, the City may engage legal counsel to use his or her best efforts to defend such allocation in all BOE administrative proceedings. Any cost or expense associated with such efforts will be borne by the City. For purposes of this paragraph, administrative proceedings include all BOE meetings, conferences and appeals before BOE Board Members. Consultant will reasonably cooperate with the City and its attorney. Additionally, Consultant shall have not only the obligation but also the right, to participate in any such administrative proceedings and may engage its own legal counsel or consultant, at its own cost.

e. Minimum Policy Limits Required

(i) When applicable, the following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required.

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25- S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current AM. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements.

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

i. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any,

received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

ii. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's and Consultant's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, the City Council, members of the City Council, its employees, or authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, the City Council, members of the City Council, its employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, the City Council, members of the City Council, its employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, the City Council, members of the City Council, its employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

13. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and subsubconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Tulare, State of California.

16. Termination or Abandonment

- a. The term of this Agreement is to be considered to run for the length of the

BESTBUY.COM Location Agreement, dated as of December 31, 2015, or earlier, for reference purposes only, and to be tied to that Agreement.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

20. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

21. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

22. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

23. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void. Consent shall not be unreasonably withheld.

24. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

25. Time of Essence

Time is of the essence for each and every provision of this Agreement.

26. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

27. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF DINUBA
AND ROBERT E. CENDEJAS AND ASSOCIATES, INC.; BUSINESS LOCATION
ADVISORS, INC.; AND STRATEGIC BUSINESS LOCATIONS, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF DINUBA
A California Municipal Corporation

By: _____
Emilio Morales, Mayor

ATTEST:

By: _____
Linda Barkley, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Daniel T. McCloskey
City Attorney

CONSULTANT

By: _____
Robert E. Cendejas



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1
COUNCIL MEMBER
Maribel Reynosa, Dist. 2

VICE-MAYOR
Scott Harness, Dist. 3
COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

DEPARTMENT: FIRE DEPARTMENT

CITY COUNCIL MEETING
DATE: NOVEMBER 10TH, 2015

To: Mayor and City Council
From: Chad Thompson, Fire Chief
Subject: Authorization to Apply for the 2015 Assistance to Firefighters Grant (AFG) Program

RECOMMENDATION

Council authorize the Fire Department's request to apply for the 2015 Assistance Firefighters Grant (AFG) Program in the amount of \$304,030 to replace up to 35 existing self-contained breathing apparatus.

EXECUTIVE SUMMARY

The Dinuba Fire Department is seeking authorization to apply for the Assistance to Firefighters Grant (AFG) to replace all existing self-contained breathing apparatus (SCBA). The cost to replace the SCBA's is \$304,030. The AFG grant requires a 10% local match. Grants are awarded by the Federal Emergency Management Agency (FEMA) on an ongoing basis.

OUTSTANDING ISSUES

None.

DISCUSSION

The Dinuba Fire Department is requesting the City Council's authorization to apply for the AFG Grant in order to replace approximately 35 self-contained breathing apparatus (SCBA) and related accessories. Many of the SCBA units are becoming outdated and require frequent repairs. It will be the goal to replace all of the current SCBA units with new units. It is estimated that the cost to replace all the SCBA units will be approximately \$304,030. The City will be required to provide a 10% local match totaling \$30,403.

The purpose of the Assistance to Firefighters Grant (AFG) Program is to award one-year grants directly to fire departments and nonaffiliated emergency medical services (EMS) organizations of a state to enhance their abilities with respect to emergency medical and fire-related hazards. The primary goal is to provide assistance to meet fire departments and nonaffiliated EMS organizations' firefighting and emergency response needs.

The Dinuba Fire Department has applied for this particular grant for the past two years. During discussions with a FEMA Grant Specialist, the Fire Department has been advised that our application is very competitive; however, it is in need of some minor edits. If the 2015 grant application is unsuccessful, other means of funding the replacement of the SCBAs will be necessary.

FISCAL IMPACT

The \$304,030 AFG grant will fund the replacement of all SCBA's. The 10% local matching funds of approximately \$30,403 will be funded from the revenues received through our participation in the State Mutual Aid responses.

PUBLIC HEARING

None.



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1
COUNCIL MEMBER
Maribel Reynosa, Dist. 2

VICE-MAYOR
Scott Harness, Dist. 3
COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

DEPARTMENT: PUBLIC WORKS SERVICES

CITY COUNCIL MEETING
DATE: NOVEMBER 10, 2015

To: Mayor and City Council
From: Blanca Beltran, Public Works Director
By: George Avila, Business Manager
Subject: Award of Contract to Synagro West, Inc. for the Removal of Wastewater Reclamation Facility Biosolids

RECOMMENDATION

Council award the contract to Synagro West, Inc. for the removal of Wastewater Reclamation Facility Biosolids in the amount of \$70,000 and authorize the City Manager to execute the contract.

EXECUTIVE SUMMARY

The City solicited informal bids from three (3) contractors for the removal of biosolids at the Wastewater Reclamation Facility. Synagro West, Inc. was the lowest bidder at \$23.00 per wet tone. Biosolids are an end product of the wastewater reclamation process in our Wastewater Reclamation Facility (WWRF). These biosolids are stored on an asphalt pad to complete the drying process. The storage capacity of the asphalt pad is limited; therefore, the biosolids must be removed on an annual basis. The contract with Synagro West, Inc. provides for the removal of all biosolids on the asphalt pad including biosolids stored at an alternate site in the WWRF.

OUTSTANDING ISSUES

None.

DISCUSSION

The City's Wastewater Reclamation Facility (WWRF) produces biosolids as an end product of the wastewater reclamation process. Several years ago, the biosolids handling process included "wasting" or drying excess solids in sludge beds. When the solids were sufficiently dry, they were moved from the sludge beds to a storage area. Over the years, thousands of tons of biosolids were stockpiled at the Wastewater Reclamation Facility. With the completion of the 2012 WWRF expansion project, the handling process was improved and now biosolids are dried on an asphalt pad.

Between fiscal years 2008/09 and 2014/15 the City removed approximately 17,750 tons of biosolids. The approval of this request will allow for the removal of approximately 3,000 tons of stored biosolids. Removing all of the biosolids stored at the WWRF all at once is cost prohibitive. Thus, staff included an annual allocation of \$70,000 in the WWRF operating budget to remove the biosolids over time. The annual removal of biosolids allows staff to clear the asphalt pad and reduce the stockpile of stored biosolids at the WWRF.

Pursuant to the City’s Purchasing Policy, an “informal bidding process” was conducted to solicit three quotes for the removal of approximately 3,000 tons of biosolids. Staff contacted the three vendors and received the following quotes:

- Synagro West, Inc. \$23.00/ wet ton
- Brisco Enterprises, Inc. \$25.46/ wet ton
- Denali Water Solutions \$31.25/ wet ton

The lowest quote received was from Synagro West, Inc. This is the first time this vendor has submitted the lowest bid. The City had awarded this contract to Brisco Enterprises, Inc. for the last several years. However, Synagro West, Inc. is a qualified vendor that possesses all of the required State permits for the removal, transport and disposition of biosolids. They have indicated that they are ready to commence work as soon as they receive notice. Staff recommends that Synagro West, Inc. be awarded the subject contract in an amount not to exceed \$70,000.

FISCAL IMPACT

There is \$70,000 included in the WWRF operating budget to pay for the cost of removal of biosolids.

PUBLIC HEARING

None.

Attachments:

- A. Quote from Synagro West, Inc.
- B. Quote from Brisco Enterprises, Inc.
- C. Quote from Denali Water Solutions

Attachment 'A'



October 23, 2015

Mr. Ray Walker
Wastewater Superintendent
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

Re: Proposal for Transportation and Beneficial Reuse of Dewatered Solids

Dear Ray:

Synagro is excited to have the opportunity to work with the City of Dinuba. We have two Central Valley facilities that offer a high quality option for biosolids management (South Kern Compost Manufacturing in Kern County and Central Valley Composting in Merced County). Both of these facilities are sustainable, publicly and politically supported, and represent a good rate for Class A treatment. In addition to Class A treatment, Synagro also offers land application at various sites in Central and Northern CA.

There are several very good reasons to use Synagro:

- Synagro manufactured and marketed over 800,000 yards of manure and biosolids based compost last year, and the South Kern and CVC facilities will continue to provide the product necessary to meet the growing product demand throughout California;
- Synagro offers full service management, including transportation, manufacturing, marketing and all required permitting and reporting.

We are pleased to offer the following terms

- Transportation and beneficial reuse of the biosolids, at the rate of **\$23.00/wet ton**

We look forward to working with the City of Dinuba. If you have any question or require additional information, I can be reached at (909) 289-3350 or via e-mail at bvoss@synagro.com.

Very truly yours,

Brian Voss

Brian Voss
Business Development Manager

Please note that this proposal is based on Synagro's standard terms and conditions and shall be strictly non-binding upon Synagro until the parties negotiate and execute a binding contract. This proposal shall not obligate Synagro to negotiate an agreement and any of the terms of the contract shall be subject to Synagro's approval, at its discretion.

Attachment 'B'

Ray Walker

From: Allyne Beutel <briscoenterprises@gmail.com>
Sent: Tuesday, October 20, 2015 10:49 AM
To: Ray Walker
Cc: George Morrow
Subject: Biosolids Hauling Price Quote

Ray,

Thanks for letting us provide a quote for your biosolids haul. We will keep our price the same as the last haul at \$25.46 per ton for loading, hauling and land applying your biosolids. Based on the quantity you have, we will not charge a mobilization fee. I have your test results. We are hauling other customers in your area now, so let me know as soon as you get approval to haul.

Thanks again for the opportunity,

George Morrow
Jim Brisco Enterprises, Inc
209-761-2617 (cell)

--

Brisco Enterprises, Inc.
221 Airpark Rd. Suite A
Atwater, CA 95301
209-356-3275

Attachment 'C'



12812 Valley View Street, Suite 9
Garden Grove, CA 92845
Phone: 714-799-0801
Fax: 714-799-0140

October 23, 2015

City of Dinuba
Attn: Ray Walker

Re: Biosolids loading and removal quote

Denali Water Solutions, formerly Terra Renewal West, appreciates the opportunity to provide the City of Dinuba (City) a quote for the loading and hauling of their biosolids.

Denali Water has extensive experience in managing the transportation, disposal and reuse of wastewater treatment residuals. Our management staff has over 50 years of combined experience in wastewater residuals management. We have managed residuals for over 50 facilities and take pride in being able to offer a wide array of options to meet each individual facilities reuse needs. The projects we have successfully operated have ranged in size from 300 tons per year to 600 tons per day, handling material from lagoon and digester clean out material to drying bed and class A biosolids. We currently manage over 650,000 tons of residuals per year.

As requested by Cutler-Orosi, Denali Water proposes to provide all loading and transportation of the City's class B biosolids to be reused as a soil amendment/fertilizer at permitted land application sites in Merced County. We are proposing a price of **\$31.25 per wet ton** for the hauling and reuse of City's class B biosolids, based on a the material being free of any non-biosolids debris, and City providing all required lab results and certification statements that the material is non-hazardous and meets class B standards for land application in Merced County. Denali Water will provide certified weight tickets for all loads hauled and will provide any monitoring reports associated with the land application of the class B biosolids. We expect to be able to provide this service in the spring of 2016.

If you have any questions regarding our proposal or require further information, please feel free to contact me at (760) 801-3175. We thank you for this opportunity and look forward to hearing from you.

Sincerely,

Chris Marks

PROCLAMATION NO 2015-16

CITY OF DINUBA

"Together, A Better Community"

"VETERAN'S DAY"

November 11, 2015

WHEREAS, for decades millions of men and women have served in the Armed Forces of these great United States; and

WHEREAS, the armed services who are the Air Force, Army, Coast Guard, Marines, and the Navy; and

WHEREAS, the men and women of our armed services place their lives on the line for all of us who reside in the great United States of America; and

WHEREAS, not only should honor and respect be given to veterans for great sacrifices, but also revere the selfless way they live and die in service of others; and

WHEREAS, we honor those who served, remember fallen heroes and support those who actively serve our great nation; and

AND NOW, THEREFORE, I, Emilio Morales, Mayor of the City of Dinuba, do hereby proclaim November 11, 2015 as a day to commemorate all U.S. Veterans and encourage citizens to recognize their valor, sacrifice and service to our great Nation every day.

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 11th day of November two-thousand-fifteen.

Emilio Morales, Mayor

Attest:

Linda Barkley, Deputy City Clerk





Accounts Payable Invoice Report

Payment Date Range 10/25/15 - 10/30/15
 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 79 - AD Group DBA Shelton Turnbull									
323676	October 2015	Paid by Check #5692		10/16/2015	10/30/2015	10/30/2015		10/30/2015	25.00
		Vendor 79 - AD Group DBA Shelton Turnbull Totals					Invoices	1	<u>\$25.00</u>
Vendor 555 - Maria Alaniz									
Monterey, CA	CalPELRA Travel request	Paid by Check #5693		10/01/2015	10/30/2015	10/30/2015		10/30/2015	82.00
		Vendor 555 - Maria Alaniz Totals					Invoices	1	<u>\$82.00</u>
Vendor 755 - American Planning Association									
284119-15104	APA Cristobal Carrillo	Paid by Check #5694		10/15/2015	10/30/2015	10/30/2015		10/30/2015	325.00
		Vendor 755 - American Planning Association Totals					Invoices	1	<u>\$325.00</u>
Vendor 20 - Ameritas Life Insurance									
November 2015	010-7745-00001	Paid by Check #5695		10/13/2015	10/30/2015	10/30/2015		10/30/2015	17,634.64
		Vendor 20 - Ameritas Life Insurance Totals					Invoices	1	<u>\$17,634.64</u>
Vendor 351 - Anthem Blue Cross									
000342070E	7/1/15 - 8/1/15	Paid by Check #5696		08/01/2015	10/30/2015	10/30/2015		10/30/2015	568.54
000343396E	8/1/15 - 9/1/15	Paid by Check #5697		08/15/2015	10/30/2015	10/30/2015		10/30/2015	568.54
000343397E	9/1/15 - 10/1/15	Paid by Check #5698		08/15/2015	10/30/2015	10/30/2015		10/30/2015	568.54
000345759E	10/1/15 - 11/1/15	Paid by Check #5699		09/15/2015	10/30/2015	10/30/2015		10/30/2015	581.53
091478485I	Contractual	Paid by Check #5701		10/08/2015	10/30/2015	10/30/2015		10/30/2015	74.70
091478964I	Contractual	Paid by Check #5702		10/08/2015	10/30/2015	10/30/2015		10/30/2015	74.70
091481237I	Contractual	Paid by Check #5703		10/08/2015	10/30/2015	10/30/2015		10/30/2015	74.70
091501310I	Contractual	Paid by Check #5704		10/08/2015	10/30/2015	10/30/2015		10/30/2015	119.20
091501883I	Contractual	Paid by Check #5705		10/08/2015	10/30/2015	10/30/2015		10/30/2015	119.20
091512561I	Contractual	Paid by Check #5706		10/08/2015	10/30/2015	10/30/2015		10/30/2015	134.40
000348377E	11/1/15 - 12/1/15	Paid by Check #5700		10/16/2015	10/30/2015	10/30/2015		10/30/2015	590.19
		Vendor 351 - Anthem Blue Cross Totals					Invoices	11	<u>\$3,474.24</u>
Vendor 17 - AT&T									
559591592110/10	Telephone	Paid by Check #5708		10/10/2015	10/30/2015	10/30/2015		10/30/2015	267.87
559595148510/10	Telephone	Paid by Check #5708		10/10/2015	10/30/2015	10/30/2015		10/30/2015	34.88
559595157010/10	Telephone	Paid by Check #5708		10/10/2015	10/30/2015	10/30/2015		10/30/2015	20.16
559595157110/10	Telephone	Paid by Check #5708		10/10/2015	10/30/2015	10/30/2015		10/30/2015	38.26
559595882410/10	Telephone	Paid by Check #5707		10/10/2015	10/30/2015	10/30/2015		10/30/2015	16.68
559595945310/10	Telephone	Paid by Check #5707		10/10/2015	10/30/2015	10/30/2015		10/30/2015	19.92
559595967510/10	Telephone	Paid by Check #5708		10/10/2015	10/30/2015	10/30/2015		10/30/2015	18.37
559595978910/10	Telephone	Paid by Check #5708		10/10/2015	10/30/2015	10/30/2015		10/30/2015	18.37
234343915910/11	Telephone	Paid by Check #5707		10/11/2015	10/30/2015	10/30/2015		10/30/2015	387.67
559591069610/11	Telephone	Paid by Check #5707		10/11/2015	10/30/2015	10/30/2015		10/30/2015	28.89
559591288310/11	DVC 559/591-2883 366	Paid by Check #5707		10/11/2015	10/30/2015	10/30/2015		10/30/2015	18.37
559591381510/11	Telephone	Paid by Check #5707		10/11/2015	10/30/2015	10/30/2015		10/30/2015	18.60



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 17 - AT&T									
559591424610/11	Telephone	Paid by Check #5707		10/11/2015	10/30/2015	10/30/2015		10/30/2015	34.89
559591590010/11	Telephone	Paid by Check #5707		10/11/2015	10/30/2015	10/30/2015		10/30/2015	206.60
559591594010/11	Telephone	Paid by Check #5707		10/11/2015	10/30/2015	10/30/2015		10/30/2015	195.81
559596216910/11	DVC 559/596-2169 697	Paid by Check #5707		10/11/2015	10/30/2015	10/30/2015		10/30/2015	71.99
Vendor 17 - AT&T Totals						Invoices	16		\$1,397.33
Vendor 748 - Bankcard Center									
2360 10/14/15	Supplies	Paid by Check #5709		10/14/2015	10/30/2015	10/30/2015		10/30/2015	1,044.24
6502 10/14/15	Supplies	Paid by Check #5709		10/14/2015	10/30/2015	10/30/2015		10/30/2015	1,013.52
Vendor 748 - Bankcard Center Totals						Invoices	2		\$2,057.76
Vendor 1012 - Bowen Engineering and Environmental									
15-0235	Bowen - Police dept Parking lot - Demo Building	Paid by Check #5710		10/13/2015	10/30/2015	10/30/2015		10/30/2015	24,700.00
Vendor 1012 - Bowen Engineering and Environmental Totals						Invoices	1		\$24,700.00
Vendor 739 - Business Card									
3042 10/15/15	Miscellaneous	Paid by Check #5711		10/15/2015	10/30/2015	10/30/2015		10/30/2015	251.88
6729 10/15/15	B of A Credit Card 9/16 - 10/15/2015	Paid by Check #5711		10/15/2015	10/30/2015	10/30/2015		10/30/2015	17.50
Vendor 739 - Business Card Totals						Invoices	2		\$269.38
Vendor 170 - Comcast									
0148178 10/12/15	Communications	Paid by Check #5712		10/12/2015	10/30/2015	10/30/2015		10/30/2015	228.98
Vendor 170 - Comcast Totals						Invoices	1		\$228.98
Vendor 360 - Dokken Engineering									
29401	Dokken Ave. 416 Widening Project	Paid by Check #5713		10/06/2015	10/30/2015	10/30/2015		10/30/2015	2,750.00
29402	dokken roundabout feasibility study	Paid by Check #5713		10/06/2015	10/30/2015	10/30/2015		10/30/2015	8,070.48
Vendor 360 - Dokken Engineering Totals						Invoices	2		\$10,820.48
Vendor 825 - G & K Services, Co.									
1258165879	Fire Dept	Paid by Check #5714		08/27/2015	10/30/2015	10/30/2015		10/30/2015	85.79
1258165880	City Hall	Paid by Check #5714		08/27/2015	10/30/2015	10/30/2015		10/30/2015	34.86
1258165881	Parks	Paid by Check #5714		08/27/2015	10/30/2015	10/30/2015		10/30/2015	71.60
1258165882	PW Facility	Paid by Check #5714		08/27/2015	10/30/2015	10/30/2015		10/30/2015	56.77
1258165883	Fleet maintenance	Paid by Check #5714		08/27/2015	10/30/2015	10/30/2015		10/30/2015	143.99
1258165885	Wastewater	Paid by Check #5714		08/27/2015	10/30/2015	10/30/2015		10/30/2015	72.77
1258168460	Fire Dept Office	Paid by Check #5714		09/03/2015	10/30/2015	10/30/2015		10/30/2015	15.44
1258168461	Fire Dept	Paid by Check #5714		09/03/2015	10/30/2015	10/30/2015		10/30/2015	85.79
1258168462	City Hall	Paid by Check #5714		09/03/2015	10/30/2015	10/30/2015		10/30/2015	34.86



Accounts Payable Invoice Report

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Vendor 825 - G & K Services, Co.									
1258168463	Parks	Paid by Check #5714		09/03/2015	10/30/2015	10/30/2015		10/30/2015	71.60
1258168464	PW Facility	Paid by Check #5714		09/03/2015	10/30/2015	10/30/2015		10/30/2015	56.77
1258168465	Fleet maintenance	Paid by Check #5714		09/03/2015	10/30/2015	10/30/2015		10/30/2015	143.99
1258168466	Transit	Paid by Check #5714		09/03/2015	10/30/2015	10/30/2015		10/30/2015	55.85
1258168468	Vocational Center	Paid by Check #5714		09/03/2015	10/30/2015	10/30/2015		10/30/2015	42.20
1258168469	Wastewater	Paid by Check #5714		09/03/2015	10/30/2015	10/30/2015		10/30/2015	72.77
1258171085	Fire Dept	Paid by Check #5714		09/10/2015	10/30/2015	10/30/2015		10/30/2015	85.79
1258171086	City Hall	Paid by Check #5714		09/10/2015	10/30/2015	10/30/2015		10/30/2015	34.86
1258171087	Parks	Paid by Check #5714		09/10/2015	10/30/2015	10/30/2015		10/30/2015	71.60
1258171088	PW Facility	Paid by Check #5714		09/10/2015	10/30/2015	10/30/2015		10/30/2015	56.77
1258171089	Fleet maintenance	Paid by Check #5714		09/10/2015	10/30/2015	10/30/2015		10/30/2015	143.99
1258171091	Wastewater	Paid by Check #5714		09/10/2015	10/30/2015	10/30/2015		10/30/2015	72.77
1258173664	Fire Dept Office	Paid by Check #5714		09/17/2015	10/30/2015	10/30/2015		10/30/2015	15.44
1258173665	Fire Dept	Paid by Check #5714		09/17/2015	10/30/2015	10/30/2015		10/30/2015	85.79
1258173666	City Hall	Paid by Check #5714		09/17/2015	10/30/2015	10/30/2015		10/30/2015	34.86
1258173667	Parks	Paid by Check #5714		09/17/2015	10/30/2015	10/30/2015		10/30/2015	71.60
1258173668	PW Facility	Paid by Check #5714		09/17/2015	10/30/2015	10/30/2015		10/30/2015	56.77
1258173669	Fleet maintenance	Paid by Check #5714		09/17/2015	10/30/2015	10/30/2015		10/30/2015	143.99
1258173670	Transit	Paid by Check #5714		09/17/2015	10/30/2015	10/30/2015		10/30/2015	55.85
1258173672	Vocational Center	Paid by Check #5714		09/17/2015	10/30/2015	10/30/2015		10/30/2015	42.20
1258173673	Wastewater	Paid by Check #5714		09/17/2015	10/30/2015	10/30/2015		10/30/2015	72.77
1258176319	Fire Dept	Paid by Check #5714		09/24/2015	10/30/2015	10/30/2015		10/30/2015	85.79
1258176320	City Hall	Paid by Check #5714		09/24/2015	10/30/2015	10/30/2015		10/30/2015	34.86
1258176321	Parks	Paid by Check #5714		09/24/2015	10/30/2015	10/30/2015		10/30/2015	91.12
1258176322	PW Facility	Paid by Check #5714		09/24/2015	10/30/2015	10/30/2015		10/30/2015	56.77
1258176323	Fleet maintenance	Paid by Check #5714		09/24/2015	10/30/2015	10/30/2015		10/30/2015	143.99
1258176325	Wastewater	Paid by Check #5714		09/24/2015	10/30/2015	10/30/2015		10/30/2015	72.77
Vendor 825 - G & K Services, Co. Totals						Invoices	36		\$2,575.40
Vendor 712 - Golden State Overnight									
2925127	Communications	Paid by Check #5715		10/15/2015	10/30/2015	10/30/2015		10/30/2015	70.99
Vendor 712 - Golden State Overnight Totals						Invoices	1		\$70.99
Vendor 496 - The Hanover Insurance Company									
10/7/15	Hanover Commercial policy	Paid by Check #5716		10/07/2015	10/30/2015	10/30/2015		10/30/2015	8,272.80
Vendor 496 - The Hanover Insurance Company Totals						Invoices	1		\$8,272.80
Vendor 139 - Henry Schein Inc.									
24411216	Supplies	Paid by Check #5717		10/19/2015	10/30/2015	10/30/2015		10/30/2015	628.19
24422629	Supplies	Paid by Check #5717		10/19/2015	10/30/2015	10/30/2015		10/30/2015	150.50
Vendor 139 - Henry Schein Inc. Totals						Invoices	2		\$778.69



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 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 610 - Evan Morgan									
Medic Recert	Reimbursement	Paid by Check #5718		10/26/2015	10/30/2015	10/30/2015		10/30/2015	65.00
State Medic Re.	Reimbursement	Paid by Check #5718		10/26/2015	10/30/2015	10/30/2015		10/30/2015	200.00
Vendor 610 - Evan Morgan Totals							Invoices	2	\$265.00
Vendor 750 - New World Systems Corporation									
044370	Travel charges	Paid by Check #5719		07/31/2015	10/30/2015	10/30/2015		10/30/2015	2,240.00
044880	Travel Charges	Paid by Check #5719		08/31/2015	10/30/2015	10/30/2015		10/30/2015	6,245.72
Vendor 750 - New World Systems Corporation Totals							Invoices	2	\$8,485.72
Vendor 142 - Office Depot BSD									
798568898001	Office Supplies	Paid by Check #5720		10/07/2015	10/30/2015	10/30/2015		10/30/2015	71.34
799294167001	Office Supplies	Paid by Check #5720		10/12/2015	10/30/2015	10/30/2015		10/30/2015	39.13
799294167002	Supplies	Paid by Check #5720		10/14/2015	10/30/2015	10/30/2015		10/30/2015	29.25
799552593001	Supplies	Paid by Check #5720		10/14/2015	10/30/2015	10/30/2015		10/30/2015	7.82
799552752001	Supplies	Paid by Check #5720		10/14/2015	10/30/2015	10/30/2015		10/30/2015	46.69
Vendor 142 - Office Depot BSD Totals							Invoices	5	\$194.23
Vendor 938 - OMG National									
N1024081	Stickers	Paid by Check #5721		09/29/2015	10/30/2015	10/30/2015		10/30/2015	236.32
Vendor 938 - OMG National Totals							Invoices	1	\$236.32
Vendor 76 - Pacific Gas & Electric									
2201428348910/08	Utilities	Paid by Check #5722		10/08/2015	10/30/2015	10/30/2015		10/30/2015	50.18
2848783828710/08	Utilities	Paid by Check #5722		10/08/2015	10/30/2015	10/30/2015		10/30/2015	9.74
6108251880610/08	Utilities	Paid by Check #5723		10/08/2015	10/30/2015	10/30/2015		10/30/2015	19.07
8607273249710/08	Utilities	Paid by Check #5723		10/08/2015	10/30/2015	10/30/2015		10/30/2015	20.23
1693144969410/09	Utilities	Paid by Check #5722		10/09/2015	10/30/2015	10/30/2015		10/30/2015	142.26
3396308460410/09	Utilities	Paid by Check #5723		10/09/2015	10/30/2015	10/30/2015		10/30/2015	9.59
6021181187610/09	Utilities	Paid by Check #5723		10/09/2015	10/30/2015	10/30/2015		10/30/2015	1,236.26
9459141832510/09	Utilities	Paid by Check #5723		10/09/2015	10/30/2015	10/30/2015		10/30/2015	9.56
2073277197510/12	Utilities	Paid by Check #5724		10/12/2015	10/30/2015	10/30/2015		10/30/2015	20.37
2946520700810/12	Utilities	Paid by Check #5722		10/12/2015	10/30/2015	10/30/2015		10/30/2015	112.65
8319024072710/12	Utilities	Paid by Check #5723		10/12/2015	10/30/2015	10/30/2015		10/30/2015	292.02
1557710974510/13	Utilities	Paid by Check #5722		10/13/2015	10/30/2015	10/30/2015		10/30/2015	1,237.13
3380779542310/15	Utilities	Paid by Check #5724		10/14/2015	10/30/2015	10/30/2015		10/30/2015	422.64
95487498479 1015	Utilities	Paid by Check #5724		10/14/2015	10/30/2015	10/30/2015		10/30/2015	60.24
4323390246910/15	Utilities	Paid by Check #5723		10/15/2015	10/30/2015	10/30/2015		10/30/2015	53.86
8543598174210/15	Utilities	Paid by Check #5723		10/15/2015	10/30/2015	10/30/2015		10/30/2015	221.96
9018373735310/15	Utilities	Paid by Check #5723		10/15/2015	10/30/2015	10/30/2015		10/30/2015	914.55
9179222553310/15	Utilities	Paid by Check #5724		10/15/2015	10/30/2015	10/30/2015		10/30/2015	843.92
9196176758810/15	Utilities	Paid by Check #5723		10/15/2015	10/30/2015	10/30/2015		10/30/2015	68.19
2383560942310/19	Utilities	Paid by Check #5722		10/19/2015	10/30/2015	10/30/2015		10/30/2015	126.07



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Vendor 76 - Pacific Gas & Electric									
3166578419010/19	Utilities	Paid by Check #5724		10/19/2015	10/30/2015	10/30/2015		10/30/2015	20.37
5949665550310/15	Utilities	Paid by Check #5724		10/19/2015	10/30/2015	10/30/2015		10/30/2015	141,179.99
6744215678110/15	Utilities	Paid by Check #5724		10/19/2015	10/30/2015	10/30/2015		10/30/2015	2,027.69
8866956432510/15	Utilities	Paid by Check #5724		10/19/2015	10/30/2015	10/30/2015		10/30/2015	63.45
Vendor 76 - Pacific Gas & Electric Totals						Invoices	24		\$149,161.99
Vendor 534 - Papich Construction Co., Inc.									
582-019	papich - ave 416 widening project const	Paid by Check #5725		09/30/2015	10/30/2015	10/30/2015		10/30/2015	860,160.39
Vendor 534 - Papich Construction Co., Inc. Totals						Invoices	1		\$860,160.39
Vendor 368 - Professional Print & Mail, Inc.									
81170B	Communications	Paid by Check #5726		10/09/2015	10/30/2015	10/30/2015		10/30/2015	2,041.30
Vendor 368 - Professional Print & Mail, Inc. Totals						Invoices	1		\$2,041.30
Vendor 10 - Smith Auto Parts									
212372	Repairs/Maintenance	Paid by Check #5727		09/01/2015	10/30/2015	10/30/2015		10/30/2015	33.26
213860	Vehicles	Paid by Check #5727		09/02/2015	10/30/2015	10/30/2015		10/30/2015	42.50
213966	Vehicles	Paid by Check #5727		09/02/2015	10/30/2015	10/30/2015		10/30/2015	46.63
214104	Vehicles	Paid by Check #5727		09/02/2015	10/30/2015	10/30/2015		10/30/2015	8.48
214599	Repairs/Maintenance	Paid by Check #5727		09/03/2015	10/30/2015	10/30/2015		10/30/2015	16.30
215205	Vehicles	Paid by Check #5727		09/03/2015	10/30/2015	10/30/2015		10/30/2015	11.23
215207	Vehicles	Paid by Check #5727		09/03/2015	10/30/2015	10/30/2015		10/30/2015	6.42
215623	Vehicles	Paid by Check #5727		09/03/2015	10/30/2015	10/30/2015		10/30/2015	9.19
217526	Repairs/Maintenance	Paid by Check #5727		09/04/2015	10/30/2015	10/30/2015		10/30/2015	64.88
219265	Vehicles	Paid by Check #5727		09/08/2015	10/30/2015	10/30/2015		10/30/2015	8.70
219958	Vehicles	Paid by Check #5727		09/08/2015	10/30/2015	10/30/2015		10/30/2015	88.02
220234	Vehicles	Paid by Check #5727		09/08/2015	10/30/2015	10/30/2015		10/30/2015	25.26
221837	Vehicles	Paid by Check #5727		09/09/2015	10/30/2015	10/30/2015		10/30/2015	12.59
221862	Vehicles	Paid by Check #5727		09/09/2015	10/30/2015	10/30/2015		10/30/2015	32.35
223704	Vehicles	Paid by Check #5727		09/10/2015	10/30/2015	10/30/2015		10/30/2015	449.14
224174	Vehicles	Paid by Check #5727		09/10/2015	10/30/2015	10/30/2015		10/30/2015	11.01
224183	Vehicles	Paid by Check #5727		09/10/2015	10/30/2015	10/30/2015		10/30/2015	1.27
224371	Vehicles	Paid by Check #5727		09/10/2015	10/30/2015	10/30/2015		10/30/2015	53.02
224372	Vehicles	Paid by Check #5727		09/10/2015	10/30/2015	10/30/2015		10/30/2015	43.05
224934	Repairs/Maintenance	Paid by Check #5727		09/11/2015	10/30/2015	10/30/2015		10/30/2015	174.86
225734	Vehicles	Paid by Check #5727		09/11/2015	10/30/2015	10/30/2015		10/30/2015	20.54
227420	Vehicles	Paid by Check #5727		09/14/2015	10/30/2015	10/30/2015		10/30/2015	3.96
227421	Vehicles	Paid by Check #5727		09/14/2015	10/30/2015	10/30/2015		10/30/2015	34.82
227424	Repairs/Maintenance	Paid by Check #5727		09/14/2015	10/30/2015	10/30/2015		10/30/2015	92.36
227847	Repairs/Maintenance	Paid by Check #5727		09/14/2015	10/30/2015	10/30/2015		10/30/2015	85.93
227877	Vehicles	Paid by Check #5727		09/14/2015	10/30/2015	10/30/2015		10/30/2015	8.70



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Vendor 10 - Smith Auto Parts									
228069	Repairs/Maintenance	Paid by Check #5727		09/14/2015	10/30/2015	10/30/2015		10/30/2015	13.04
228110	Repairs/Maintenance	Paid by Check #5727		09/14/2015	10/30/2015	10/30/2015		10/30/2015	22.21
229893	Vehicles	Paid by Check #5727		09/14/2015	10/30/2015	10/30/2015		10/30/2015	2.15
229611	Repairs/Maintenance	Paid by Check #5727		09/15/2015	10/30/2015	10/30/2015		10/30/2015	13.04
229894	Vehicles	Paid by Check #5727		09/15/2015	10/30/2015	10/30/2015		10/30/2015	14.65
229895	Vehicles	Paid by Check #5727		09/15/2015	10/30/2015	10/30/2015		10/30/2015	18.89
232503	Vehicles	Paid by Check #5727		09/16/2015	10/30/2015	10/30/2015		10/30/2015	13.90
233347	Vehicles	Paid by Check #5727		09/16/2015	10/30/2015	10/30/2015		10/30/2015	319.59
233690	Vehicles	Paid by Check #5727		09/17/2015	10/30/2015	10/30/2015		10/30/2015	41.78
233743	Repairs/Maintenance	Paid by Check #5727		09/17/2015	10/30/2015	10/30/2015		10/30/2015	8.29
233835	Repairs/Maintenance	Paid by Check #5727		09/17/2015	10/30/2015	10/30/2015		10/30/2015	(155.37)
233887	Repairs/Maintenance	Paid by Check #5727		09/17/2015	10/30/2015	10/30/2015		10/30/2015	.88
234247	Machinery/Safety Equipment	Paid by Check #5727		09/17/2015	10/30/2015	10/30/2015		10/30/2015	19.56
234918	Repairs/Maintenance	Paid by Check #5727		09/17/2015	10/30/2015	10/30/2015		10/30/2015	73.88
235546	Vehicles	Paid by Check #5727		09/17/2015	10/30/2015	10/30/2015		10/30/2015	110.49
235675	Repairs/Maintenance	Paid by Check #5727		09/17/2015	10/30/2015	10/30/2015		10/30/2015	(44.39)
235734	Vehicles	Paid by Check #5727		09/18/2015	10/30/2015	10/30/2015		10/30/2015	322.99
236417	Tools	Paid by Check #5727		09/18/2015	10/30/2015	10/30/2015		10/30/2015	8.69
236700	Repairs/Maintenance	Paid by Check #5727		09/18/2015	10/30/2015	10/30/2015		10/30/2015	44.39
236764	Repairs/Maintenance	Paid by Check #5727		09/18/2015	10/30/2015	10/30/2015		10/30/2015	23.06
236799	Vehicles	Paid by Check #5727		09/18/2015	10/30/2015	10/30/2015		10/30/2015	77.64
236887	Vehicles	Paid by Check #5727		09/18/2015	10/30/2015	10/30/2015		10/30/2015	81.06
236913	Vehicles	Paid by Check #5727		09/18/2015	10/30/2015	10/30/2015		10/30/2015	41.16
237164	Repairs/Maintenance	Paid by Check #5727		09/18/2015	10/30/2015	10/30/2015		10/30/2015	481.75
237240	Vehicles	Paid by Check #5727		09/18/2015	10/30/2015	10/30/2015		10/30/2015	11.53
238273	Vehicles	Paid by Check #5727		09/21/2015	10/30/2015	10/30/2015		10/30/2015	90.84
238881	Vehicles	Paid by Check #5727		09/21/2015	10/30/2015	10/30/2015		10/30/2015	7.61
238898	Vehicles	Paid by Check #5727		09/21/2015	10/30/2015	10/30/2015		10/30/2015	44.34
238904	Vehicles	Paid by Check #5727		09/21/2015	10/30/2015	10/30/2015		10/30/2015	13.27
239474	Vehicles	Paid by Check #5727		09/21/2015	10/30/2015	10/30/2015		10/30/2015	13.08
239475	Vehicles	Paid by Check #5727		09/21/2015	10/30/2015	10/30/2015		10/30/2015	73.73
239480	Vehicles	Paid by Check #5727		09/21/2015	10/30/2015	10/30/2015		10/30/2015	11.01
239960	Vehicles	Paid by Check #5727		09/22/2015	10/30/2015	10/30/2015		10/30/2015	61.49
239994	Repairs/Maintenance	Paid by Check #5727		09/22/2015	10/30/2015	10/30/2015		10/30/2015	148.75
240185	Vehicles	Paid by Check #5727		09/22/2015	10/30/2015	10/30/2015		10/30/2015	579.04
240855	Repairs/Maintenance	Paid by Check #5727		09/22/2015	10/30/2015	10/30/2015		10/30/2015	(171.53)
240873	Repairs/Maintenance	Paid by Check #5727		09/22/2015	10/30/2015	10/30/2015		10/30/2015	28.06
241149	Vehicles	Paid by Check #5727		09/22/2015	10/30/2015	10/30/2015		10/30/2015	4.06
241838	Repairs/Maintenance	Paid by Check #5727		09/23/2015	10/30/2015	10/30/2015		10/30/2015	33.26
242053	Repairs/Maintenance	Paid by Check #5727		09/23/2015	10/30/2015	10/30/2015		10/30/2015	6.36
243403	Repairs/Maintenance	Paid by Check #5727		09/23/2015	10/30/2015	10/30/2015		10/30/2015	4.19



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Vendor 10 - Smith Auto Parts									
244021	Vehicles	Paid by Check #5727		09/24/2015	10/30/2015	10/30/2015		10/30/2015	89.74
244156	Vehicles	Paid by Check #5727		09/24/2015	10/30/2015	10/30/2015		10/30/2015	13.84
245705	Vehicles	Paid by Check #5727		09/25/2015	10/30/2015	10/30/2015		10/30/2015	46.70
249585	Repairs/Maintenance	Paid by Check #5727		09/29/2015	10/30/2015	10/30/2015		10/30/2015	19.55
249604	Vehicles	Paid by Check #5727		09/29/2015	10/30/2015	10/30/2015		10/30/2015	269.45
249828	Repairs/Maintenance	Paid by Check #5727		09/29/2015	10/30/2015	10/30/2015		10/30/2015	16.30
251026	Vehicles	Paid by Check #5727		09/29/2015	10/30/2015	10/30/2015		10/30/2015	269.45
252331	Repairs/Maintenance	Paid by Check #5727		09/30/2015	10/30/2015	10/30/2015		10/30/2015	(81.56)
Vendor 10 - Smith Auto Parts Totals						Invoices	75		<u>\$4,540.36</u>
Vendor 397 - Stantec Consulting Services, Inc.									
969577	Stantec - PDR WWRF Phase II	Paid by Check #5728		10/20/2015	10/30/2015	10/30/2015		10/30/2015	9,993.00
Vendor 397 - Stantec Consulting Services, Inc. Totals						Invoices	1		<u>\$9,993.00</u>
Vendor 214 - Stericycle, Inc.									
3003193933	Supplies	Paid by Check #5729		11/01/2015	10/30/2015	10/30/2015		10/30/2015	101.95
Vendor 214 - Stericycle, Inc. Totals						Invoices	1		<u>\$101.95</u>
Vendor 86 - SWRCB									
31025	Juan Medina Dues & Subscriptions	Paid by Check #5730		10/22/2015	10/30/2015	10/30/2015		10/30/2015	170.00
Vendor 86 - SWRCB Totals						Invoices	1		<u>\$170.00</u>
Vendor 1013 - Tony Rangel's Upholstery									
260575	Labor	Paid by Check #5731		10/08/2015	10/30/2015	10/30/2015		10/30/2015	95.00
Vendor 1013 - Tony Rangel's Upholstery Totals						Invoices	1		<u>\$95.00</u>
Vendor 49 - Tulare County									
13976	Clock	Paid by Check #5733		10/16/2015	10/30/2015	10/30/2015		10/30/2015	43.20
Measure R 10-15	Measure R - Tier 2 Funds Reimbursement	Paid by Check #5732		10/22/2015	10/30/2015	10/30/2015		10/30/2015	75,833.34
Vendor 49 - Tulare County Totals						Invoices	2		<u>\$75,876.54</u>
Vendor 359 - Valero Marketing & Supply Company									
71077192	102015 Fuel for September 2015	Paid by Check #5734		10/07/2015	10/30/2015	10/30/2015		10/30/2015	6,702.66
Vendor 359 - Valero Marketing & Supply Company Totals						Invoices	1		<u>\$6,702.66</u>
Vendor 354 - Verizon Wireless									
9753561571	Telephone	Paid by Check #5736		10/07/2015	10/30/2015	10/30/2015		10/30/2015	216.75
9753900379	October 2015	Paid by Check #5735		10/12/2015	10/30/2015	10/30/2015		10/30/2015	190.25
Vendor 354 - Verizon Wireless Totals						Invoices	2		<u>\$407.00</u>



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Vendor 27 - The Visalia Times-Delta										
TD0029781 10/27	Thru 1/31/16	Paid by Check #5737		10/27/2015	10/30/2015	10/30/2015		10/30/2015	46.91	
							Vendor 27 - The Visalia Times-Delta Totals	Invoices	1	<u>46.91</u>
Vendor 104 - Vision Service Plan										
November 2015	12 003055 0002	Paid by Check #5738		10/21/2015	10/30/2015	10/30/2015		10/30/2015	3,135.51	
							Vendor 104 - Vision Service Plan Totals	Invoices	1	<u>\$3,135.51</u>
Vendor 549 - Wal-Mart										
2443 10/9/15	Supplies	Paid by Check #5740		10/09/2015	10/30/2015	10/30/2015		10/30/2015	269.17	
2450 10/16/15	Supplies	Paid by Check #5739		10/16/2015	10/30/2015	10/30/2015		10/30/2015	470.11	
							Vendor 549 - Wal-Mart Totals	Invoices	2	<u>\$739.28</u>
Vendor 962 - Willdan Financial Services										
010-28266	Services through 6/30/15	Paid by Check #5741		07/20/2015	10/30/2015	10/30/2015		10/30/2015	7,797.00	
010-28640	Services through 7/31/15	Paid by Check #5741		08/27/2015	10/30/2015	10/30/2015		10/30/2015	17,524.00	
010-28812	Services through 8/31/15	Paid by Check #5741		09/17/2015	10/30/2015	10/30/2015		10/30/2015	23,060.00	
010-29240	Services through 9/30/15	Paid by Check #5741		10/22/2015	10/30/2015	10/30/2015		10/30/2015	4,600.00	
							Vendor 962 - Willdan Financial Services Totals	Invoices	4	<u>\$52,981.00</u>
Vendor Alicia Marie Garza										
Utility refund	Utility refund plus bank fees for check rejected by our bank	Paid by Check #5742		10/27/2015	10/30/2015	10/30/2015		10/30/2015	66.76	
							Vendor Alicia Marie Garza Totals	Invoices	1	<u>\$66.76</u>
Vendor Anabel Herrera										
Reimb. fees	Reimbursement for overcharge on fingerprints	Paid by Check #5743		10/02/2015	10/30/2015	10/30/2015		10/30/2015	35.00	
							Vendor Anabel Herrera Totals	Invoices	1	<u>\$35.00</u>
						Grand Totals	Invoices	209	<u>\$1,248,148.61</u>	



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Vendor 385 - 4 Creeks, Inc.									
7956	4Creeks Design Bike Lanes	Paid by Check #5745		10/14/2015	11/06/2015	11/06/2015		11/06/2015	9,000.00
8003	4Creeks Zapien Plan Check	Paid by Check #5745		10/23/2015	11/06/2015	11/06/2015		11/06/2015	402.50
8005	4 Creeks Murrieta parcel map	Paid by Check #5745		10/23/2015	11/06/2015	11/06/2015		11/06/2015	287.50
Vendor 385 - 4 Creeks, Inc. Totals							Invoices	3	\$9,690.00
Vendor 348 - Administrative Solutions, Inc.									
85148	Section 125 November 2015	Paid by Check #5746		10/26/2015	11/06/2015	11/06/2015		11/06/2015	216.00
Vendor 348 - Administrative Solutions, Inc. Totals							Invoices	1	\$216.00
Vendor 206 - ADT Security Services, Inc.									
565587969	Contractual	Paid by Check #5747		10/12/2015	11/06/2015	11/06/2015		11/06/2015	136.83
Vendor 206 - ADT Security Services, Inc. Totals							Invoices	1	\$136.83
Vendor 733 - Advanced Emission Control Solutions, LP									
0001579-IN	Repairs/Maintenance	Paid by Check #5748		10/09/2015	11/06/2015	11/06/2015		11/06/2015	500.00
0001573-IN	Repairs/Maintenance	Paid by Check #5748		10/10/2015	11/06/2015	11/06/2015		11/06/2015	550.00
Vendor 733 - Advanced Emission Control Solutions, LP Totals							Invoices	2	\$1,050.00
Vendor 263 - Advantek Benefit Administrators									
10.20.15	Funding request	Paid by Check #5749		10/20/2015	11/06/2015	11/06/2015		11/06/2015	8,624.44
10.27.15	Funding request	Paid by Check #5749		10/27/2015	11/06/2015	11/06/2015		11/06/2015	55,133.49
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$63,757.93
Vendor 876 - Adventist Health									
67389309	Professional Services	Paid by Check #5750		05/08/2015	11/06/2015	11/06/2015		11/06/2015	361.65
70365303	Professional Services	Paid by Check #5751		09/28/2015	11/06/2015	11/06/2015		11/06/2015	477.00
70366643	Professional Services	Paid by Check #5751		09/28/2015	11/06/2015	11/06/2015		11/06/2015	477.00
70631547	Professional Services	Paid by Check #5750		09/28/2015	11/06/2015	11/06/2015		11/06/2015	361.65
70386442	Professional Services	Paid by Check #5751		09/29/2015	11/06/2015	11/06/2015		11/06/2015	1,303.00
70719743	Jesse Cadena	Paid by Check #5750		10/09/2015	11/06/2015	11/06/2015		11/06/2015	361.65
Vendor 876 - Adventist Health Totals							Invoices	6	\$3,341.95
Vendor 344 - Alameda Electrical Distributors									
S3679838.001	Fy 15/16 Parks repairs & maintenance supplies	Paid by Check #5752		10/16/2015	11/06/2015	11/06/2015	10/30/2015	11/06/2015	44.96
Vendor 344 - Alameda Electrical Distributors Totals							Invoices	1	\$44.96
Vendor 13 - Ameripride Valley Uniform Service									
1501480087	Supplies	Paid by Check #5753		10/23/2015	11/06/2015	11/06/2015		11/06/2015	67.99
1501480089	Supplies	Paid by Check #5753		10/23/2015	11/06/2015	11/06/2015		11/06/2015	36.10
1501480090	Supplies	Paid by Check #5753		10/23/2015	11/06/2015	11/06/2015		11/06/2015	57.03



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Vendor 13 - Ameripride Valley Uniform Service										
1501485555	Supplies	Paid by Check #5753		10/30/2015	11/06/2015	11/06/2015		11/06/2015	67.99	
							Vendor 13 - Ameripride Valley Uniform Service Totals	Invoices	4	<u>\$229.11</u>
Vendor 17 - AT&T										
559591444510/15	Communications	Paid by Check #5754		10/11/2015	11/06/2015	11/06/2015		11/06/2015	16.52	
559591847110/15	Communications	Paid by Check #5754		10/11/2015	11/06/2015	11/06/2015		11/06/2015	16.52	
065021228010/15	Communications	Paid by Check #5754		10/13/2015	11/06/2015	11/06/2015		11/06/2015	43.14	
234267844610/15	Communications	Paid by Check #5754		10/20/2015	11/06/2015	11/06/2015		11/06/2015	43.14	
234267850510/15	Communications	Paid by Check #5754		10/20/2015	11/06/2015	11/06/2015		11/06/2015	140.07	
							Vendor 17 - AT&T Totals	Invoices	5	<u>\$259.39</u>
Vendor 289 - AT&T Mobility LLC										
2870151831241015	Telephone	Paid by Check #5755		10/16/2015	11/06/2015	11/06/2015		11/06/2015	664.31	
2870151847341015	October 2015	Paid by Check #5755		10/16/2015	11/06/2015	11/06/2015		11/06/2015	538.96	
2870156015521015	Telephone	Paid by Check #5755		10/16/2015	11/06/2015	11/06/2015		11/06/2015	152.90	
2872350721991015	Council/Attorney Wireless Data	Paid by Check #5755		10/16/2015	11/06/2015	11/06/2015		11/06/2015	189.06	
2872412835621015	Telephone	Paid by Check #5755		10/16/2015	11/06/2015	11/06/2015		11/06/2015	897.02	
828742705X10/15	CMO Dept. Cell Phones	Paid by Check #5755		10/16/2015	11/06/2015	11/06/2015		11/06/2015	1,483.28	
83209535710/15	Telephone	Paid by Check #5755		10/16/2015	11/06/2015	11/06/2015		11/06/2015	126.82	
9909875510/15	Telephone	Paid by Check #5755		10/16/2015	11/06/2015	11/06/2015		11/06/2015	230.73	
993212112X102415	Communications	Paid by Check #5755		10/16/2015	11/06/2015	11/06/2015		11/06/2015	31.51	
							Vendor 289 - AT&T Mobility LLC Totals	Invoices	9	<u>\$4,314.59</u>
Vendor 941 - Backflow Independent Testing Service										
151053	Repairs/Maintenance	Paid by Check #5756		10/19/2015	11/06/2015	11/06/2015		11/06/2015	198.25	
							Vendor 941 - Backflow Independent Testing Service Totals	Invoices	1	<u>\$198.25</u>
Vendor 376 - BCS Consulting										
20193	PD Shell Training Room IT	Paid by Check #5757		09/26/2015	11/06/2015	11/06/2015		11/06/2015	18,121.06	
20198	Professional Services	Paid by Check #5757		10/16/2015	11/06/2015	11/06/2015		11/06/2015	734.62	
							Vendor 376 - BCS Consulting Totals	Invoices	2	<u>\$18,855.68</u>
Vendor 328 - Bernard Professional Transcription Services										
DF1500494	Professional Services	Paid by Check #5758		10/21/2015	11/06/2015	11/06/2015		11/06/2015	32.50	
							Vendor 328 - Bernard Professional Transcription Services Totals	Invoices	1	<u>\$32.50</u>
Vendor 116 - BSK Analytical Laboratories										
A522848	Professional Services	Paid by Check #5759		10/23/2015	11/06/2015	11/06/2015		11/06/2015	331.00	
							Vendor 116 - BSK Analytical Laboratories Totals	Invoices	1	<u>\$331.00</u>



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Vendor 204 - Burton's Fire Inc.									
S29825	Repairs/Maintenance	Paid by Check #5760		10/08/2015	11/06/2015	11/06/2015		11/06/2015	690.86
S30045	Repairs/Maintenance	Paid by Check #5760		10/14/2015	11/06/2015	11/06/2015		11/06/2015	2,464.04
S29947	Repairs/Maintenance	Paid by Check #5760		10/15/2015	11/06/2015	11/06/2015		11/06/2015	127.24
Vendor 204 - Burton's Fire Inc. Totals							Invoices	3	<u>\$3,282.14</u>
Vendor 302 - Bus West Fresno									
BN0972	Repairs/Maintenance	Paid by Check #5761		10/07/2015	11/06/2015	11/06/2015		11/06/2015	539.40
Vendor 302 - Bus West Fresno Totals							Invoices	1	<u>\$539.40</u>
Vendor 151 - California Rural Water Association									
10212015	Dues & Subscriptions	Paid by Check #5762		10/21/2015	11/06/2015	11/06/2015		11/06/2015	1,091.00
Vendor 151 - California Rural Water Association Totals							Invoices	1	<u>\$1,091.00</u>
Vendor 215 - Chad's Auto Glass									
49615	Repairs/Maintenance	Paid by Check #5763		10/26/2015	11/06/2015	11/06/2015		11/06/2015	75.00
Vendor 215 - Chad's Auto Glass Totals							Invoices	1	<u>\$75.00</u>
Vendor 352 - Chem Quip Inc.									
5408474	Supplies	Paid by Check #5764		10/07/2015	11/06/2015	11/06/2015		11/06/2015	984.73
5409541	Supplies	Paid by Check #5764		10/15/2015	11/06/2015	11/06/2015		11/06/2015	628.00
Vendor 352 - Chem Quip Inc. Totals							Invoices	2	<u>\$1,612.73</u>
Vendor 936 - Childs & Co., Inc.									
103130	Supplies	Paid by Check #5765		07/28/2015	11/06/2015	11/06/2015		11/06/2015	362.00
Vendor 936 - Childs & Co., Inc. Totals							Invoices	1	<u>\$362.00</u>
Vendor 170 - Comcast									
0191269	10/22/15 Communications	Paid by Check #5766		10/22/2015	11/06/2015	11/06/2015		11/06/2015	201.82
Vendor 170 - Comcast Totals							Invoices	1	<u>\$201.82</u>
Vendor 999 - DavisFarr LLP									
39191	Contractual	Paid by Check #5767		10/20/2015	11/06/2015	11/06/2015		11/06/2015	500.00
Vendor 999 - DavisFarr LLP Totals							Invoices	1	<u>\$500.00</u>
Vendor 77 - Department of Justice									
128078	Professional Services	Paid by Check #5768		10/09/2015	11/06/2015	11/06/2015		11/06/2015	210.00
128657	Professional Services	Paid by Check #5768		10/14/2015	11/06/2015	11/06/2015		11/06/2015	315.00
Vendor 77 - Department of Justice Totals							Invoices	2	<u>\$525.00</u>
Vendor 270 - Dinuba Donut									
004534	Food & Beverages	Paid by Check #5769		10/16/2015	11/06/2015	11/06/2015		11/06/2015	35.66
Vendor 270 - Dinuba Donut Totals							Invoices	1	<u>\$35.66</u>



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Vendor 81 - Dinuba Sentinel										
Raisin Day Tab	Advertising	Paid by Check #5770		10/27/2015	11/06/2015	11/06/2015		11/06/2015	125.00	
							Vendor 81 - Dinuba Sentinel Totals		Invoices 1	<u>\$125.00</u>
Vendor 341 - Dinuba Tires LLC										
46261	Repairs/Maintenance	Paid by Check #5771		10/16/2015	11/06/2015	11/06/2015		11/06/2015	10.00	
46265	Repairs/Maintenance	Paid by Check #5771		10/17/2015	11/06/2015	11/06/2015		11/06/2015	350.00	
46264	Repairs/Maintenance	Paid by Check #5771		10/19/2015	11/06/2015	11/06/2015		11/06/2015	160.00	
46282	Repairs/Maintenance	Paid by Check #5771		10/26/2015	11/06/2015	11/06/2015		11/06/2015	10.00	
							Vendor 341 - Dinuba Tires LLC Totals		Invoices 4	<u>\$530.00</u>
Vendor 69 - Don's Shoes										
7392	Fy 15/16 Parks-Work Boots for Joe Grijalva	Paid by Check #5772		10/16/2015	11/06/2015	11/06/2015	10/30/2015	11/06/2015	150.00	
							Vendor 69 - Don's Shoes Totals		Invoices 1	<u>\$150.00</u>
Vendor 181 - Dooley Enterprises Inc.										
51916	Ammunition	Paid by Check #5773		09/30/2015	11/06/2015	11/06/2015		11/06/2015	2,524.63	
							Vendor 181 - Dooley Enterprises Inc. Totals		Invoices 1	<u>\$2,524.63</u>
Vendor 552 - Dragnet Pest Control										
40-1091	10/2015 DVC Pest Control Service - Oct. 2015	Paid by Check #5774		10/28/2015	11/06/2015	11/06/2015		11/06/2015	65.00	
							Vendor 552 - Dragnet Pest Control Totals		Invoices 1	<u>\$65.00</u>
Vendor 672 - Robert Egan										
48139	Reimburse Uniforms	Paid by Check #5775		10/31/2015	11/06/2015	11/06/2015		11/06/2015	150.00	
							Vendor 672 - Robert Egan Totals		Invoices 1	<u>\$150.00</u>
Vendor 309 - Elbert Distributing										
2207825	Supplies	Paid by Check #5776		10/21/2015	11/06/2015	11/06/2015		11/06/2015	352.58	
							Vendor 309 - Elbert Distributing Totals		Invoices 1	<u>\$352.58</u>
Vendor 16 - Ernest Packaging Solutions										
183340	Fy 15/16 Parks-Supplies	Paid by Check #5777		10/27/2015	11/06/2015	11/06/2015	10/30/2015	11/06/2015	1,543.19	
							Vendor 16 - Ernest Packaging Solutions Totals		Invoices 1	<u>\$1,543.19</u>
Vendor 527 - Everbank Commercial Finance, Inc.										
3397028	5050N Copier	Paid by Check #5778		10/13/2015	11/06/2015	11/06/2015		11/06/2015	306.12	
							Vendor 527 - Everbank Commercial Finance, Inc. Totals		Invoices 1	<u>\$306.12</u>
Vendor 36 - Ewing Irrigation Products										
516733	Fy 15/16 Parks-Beautification supplies	Paid by Check #5779		10/15/2015	11/06/2015	11/06/2015	10/26/2015	11/06/2015	37.39	



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Vendor 36 - Ewing Irrigation Products									
545844	Fy 15/16-Parks supplies (Sugar Plum/Vill)	Paid by Check #5779		10/21/2015	11/06/2015	11/06/2015	11/02/2015	11/06/2015	55.21
559748	Fy 15/16-Parks (KC Park Irig Repair)	Paid by Check #5779		10/23/2015	11/06/2015	11/06/2015	11/02/2015	11/06/2015	486.48
572422	Fy 15/16-Parks supplies (Alta & Kern repair)	Paid by Check #5779		10/27/2015	11/06/2015	11/06/2015	11/02/2015	11/06/2015	75.02
586632	Fy 15/16-Parks (KC Park Irrig Repair)	Paid by Check #5779		10/29/2015	11/06/2015	11/06/2015	11/02/2015	11/06/2015	178.07
Vendor 36 - Ewing Irrigation Products Totals							Invoices	5	\$832.17
Vendor 998 - F & S Radiology, P.C.									
1165954	Professional Services	Paid by Check #5780		09/28/2015	11/06/2015	11/06/2015		11/06/2015	68.00
1167433	Professional Services	Paid by Check #5780		09/28/2015	11/06/2015	11/06/2015		11/06/2015	68.00
1167458 V703	Professional Services	Paid by Check #5780		09/29/2015	11/06/2015	11/06/2015		11/06/2015	95.00
1167458 V705	Professional Services - E. Avalos	Paid by Check #5780		09/29/2015	11/06/2015	11/06/2015		11/06/2015	68.00
Vendor 998 - F & S Radiology, P.C. Totals							Invoices	4	\$299.00
Vendor 442 - Fastenal Company									
CAREE28890	Machinery/Safety Equipment	Paid by Check #5781		10/12/2015	11/06/2015	11/06/2015		11/06/2015	215.26
Vendor 442 - Fastenal Company Totals							Invoices	1	\$215.26
Vendor 202 - Fresno Tool and Industrial Supply									
7459	Tools	Paid by Check #5782		10/26/2015	11/06/2015	11/06/2015		11/06/2015	122.82
Vendor 202 - Fresno Tool and Industrial Supply Totals							Invoices	1	\$122.82
Vendor 171 - Fruit Growers Supply Co.									
91703844	Supplies	Paid by Check #5783		10/07/2015	11/06/2015	11/06/2015		11/06/2015	799.20
91709061	Supplies	Paid by Check #5783		10/29/2015	11/06/2015	11/06/2015		11/06/2015	444.68
Vendor 171 - Fruit Growers Supply Co. Totals							Invoices	2	\$1,243.88
Vendor 765 - Future Ford of Clovis									
659957	Repairs/Maintenance	Paid by Check #5784		10/19/2015	11/06/2015	11/06/2015		11/06/2015	688.82
CM654739	Repairs/Maintenance	Paid by Check #5784		10/19/2015	11/06/2015	11/06/2015		11/06/2015	(108.23)
CM656806	Repairs/Maintenance	Paid by Check #5784		10/19/2015	11/06/2015	11/06/2015		11/06/2015	(137.74)
CM657088	Repairs/Maintenance	Paid by Check #5784		10/19/2015	11/06/2015	11/06/2015		11/06/2015	(284.38)
Vendor 765 - Future Ford of Clovis Totals							Invoices	4	\$158.47
Vendor 18 - The Gas Company									
1830985449710/15	Utilities	Paid by Check #5785		10/07/2015	11/06/2015	11/06/2015		11/06/2015	34.86
Vendor 18 - The Gas Company Totals							Invoices	1	\$34.86



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Vendor 490 - Hobbs Construction Inc.										
6	Hobbs Cng Fueling Station Phase II	Paid by Check #5786		10/15/2015	11/06/2015	11/06/2015		11/06/2015	103,807.35	
							Vendor 490 - Hobbs Construction Inc. Totals	Invoices	1	<u>\$103,807.35</u>
Vendor 208 - Interwest Consulting Group Inc.										
24115	interwest r.egan replacement	Paid by Check #5787		10/26/2015	11/06/2015	11/06/2015		11/06/2015	5,632.00	
							Vendor 208 - Interwest Consulting Group Inc. Totals	Invoices	1	<u>\$5,632.00</u>
Vendor 472 - Jacobson James & Associates										
1509.2516	Professional Services	Paid by Check #5788		10/19/2015	11/06/2015	11/06/2015		11/06/2015	304.00	
							Vendor 472 - Jacobson James & Associates Totals	Invoices	1	<u>\$304.00</u>
Vendor 6 - Jim Manning Dodge Inc.										
130607DOR	Repairs/Maintenance	Paid by Check #5789		10/12/2015	11/06/2015	11/06/2015		11/06/2015	311.03	
							Vendor 6 - Jim Manning Dodge Inc. Totals	Invoices	1	<u>\$311.03</u>
Vendor 256 - Kamps Propane Inc.										
9662-19960	Supplies	Paid by Check #5790		08/25/2015	11/06/2015	11/06/2015		11/06/2015	46.03	
							Vendor 256 - Kamps Propane Inc. Totals	Invoices	1	<u>\$46.03</u>
Vendor 387 - Keller Ford Lincoln										
50052664	Repairs/Maintenance	Paid by Check #5791		10/13/2015	11/06/2015	11/06/2015		11/06/2015	113.09	
50053778	Repairs/Maintenance	Paid by Check #5791		10/28/2015	11/06/2015	11/06/2015		11/06/2015	520.93	
							Vendor 387 - Keller Ford Lincoln Totals	Invoices	2	<u>\$634.02</u>
Vendor 216 - Key Design Locksmithing										
13275	Fy 15/16 CS-General Key & file cabinet service	Paid by Check #5792		10/16/2015	11/06/2015	11/06/2015	10/26/2015	11/06/2015	134.20	
							Vendor 216 - Key Design Locksmithing Totals	Invoices	1	<u>\$134.20</u>
Vendor 1014 - Knox Company										
INV00762718	MedVault	Paid by Check #5793		10/21/2015	11/06/2015	11/06/2015		11/06/2015	1,642.13	
							Vendor 1014 - Knox Company Totals	Invoices	1	<u>\$1,642.13</u>
Vendor 786 - Justin Landeros										
10003	Repairs/Maintenance	Paid by Check #5794		10/29/2015	11/06/2015	11/06/2015		11/06/2015	208.00	
							Vendor 786 - Justin Landeros Totals	Invoices	1	<u>\$208.00</u>
Vendor 281 - Law and Associates Investigations										
1215	Professional Services	Paid by Check #5795		10/16/2015	11/06/2015	11/06/2015		11/06/2015	150.00	
1222	Supplies	Paid by Check #5795		10/28/2015	11/06/2015	11/06/2015		11/06/2015	600.00	
							Vendor 281 - Law and Associates Investigations Totals	Invoices	2	<u>\$750.00</u>



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Vendor 449 - Les Schwab Tire Centers of Central California									
55100089345	Repairs/Maintenance	Paid by Check #5796		10/13/2015	11/06/2015	11/06/2015		11/06/2015	291.49
55100089526	Repairs/Maintenance	Paid by Check #5796		10/14/2015	11/06/2015	11/06/2015		11/06/2015	327.80
Vendor 449 - Les Schwab Tire Centers of Central California Totals							Invoices	2	\$619.29
Vendor 22 - Moore Twining Associates Inc.									
5132650	Professional Services	Paid by Check #5797		09/22/2015	11/06/2015	11/06/2015		11/06/2015	35.00
5133203	Professional Services	Paid by Check #5797		10/07/2015	11/06/2015	11/06/2015		11/06/2015	45.00
5133213	Professional Services	Paid by Check #5797		10/07/2015	11/06/2015	11/06/2015		11/06/2015	147.00
5133214	Professional Services	Paid by Check #5797		10/07/2015	11/06/2015	11/06/2015		11/06/2015	71.00
5133234	Professional Services	Paid by Check #5797		10/07/2015	11/06/2015	11/06/2015		11/06/2015	147.00
5133356	Professional Services	Paid by Check #5797		10/08/2015	11/06/2015	11/06/2015		11/06/2015	105.00
5133496	Professional Services	Paid by Check #5797		10/13/2015	11/06/2015	11/06/2015		11/06/2015	35.00
5133497	Professional Services	Paid by Check #5797		10/13/2015	11/06/2015	11/06/2015		11/06/2015	43.00
5133498	Professional Services	Paid by Check #5797		10/13/2015	11/06/2015	11/06/2015		11/06/2015	147.00
5133503	Professional Services	Paid by Check #5797		10/13/2015	11/06/2015	11/06/2015		11/06/2015	147.00
5133666	Professional Services	Paid by Check #5797		10/16/2015	11/06/2015	11/06/2015		11/06/2015	90.00
5133700	Professional Services	Paid by Check #5797		10/16/2015	11/06/2015	11/06/2015		11/06/2015	160.00
5133722	Professional Services	Paid by Check #5797		10/19/2015	11/06/2015	11/06/2015		11/06/2015	147.00
5133723	Professional Services	Paid by Check #5797		10/19/2015	11/06/2015	11/06/2015		11/06/2015	154.00
5133724	Professional Services	Paid by Check #5797		10/19/2015	11/06/2015	11/06/2015		11/06/2015	80.00
5133883	Professional Services	Paid by Check #5797		10/21/2015	11/06/2015	11/06/2015		11/06/2015	15.00
5133953	Professional Services	Paid by Check #5797		10/22/2015	11/06/2015	11/06/2015		11/06/2015	105.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	17	\$1,673.00
Vendor 753 - Multi Tech									
6114	Repairs/Maintenance	Paid by Check #5798		10/16/2015	11/06/2015	11/06/2015		11/06/2015	332.02
6143	Repairs/Maintenance	Paid by Check #5798		10/26/2015	11/06/2015	11/06/2015		11/06/2015	67.08
Vendor 753 - Multi Tech Totals							Invoices	2	\$399.10
Vendor 63 - Munimetrix System Corp.									
1512005	Clerks Index Software Support	Paid by Check #5799		12/01/2015	11/06/2015	11/06/2015		11/06/2015	420.00
Vendor 63 - Munimetrix System Corp. Totals							Invoices	1	\$420.00
Vendor 884 - Napa Auto Parts									
254113	Repairs/Maintenance	Paid by Check #5800		10/13/2015	11/06/2015	11/06/2015		11/06/2015	80.39
254114	Repairs/Maintenance	Paid by Check #5800		10/13/2015	11/06/2015	11/06/2015		11/06/2015	87.37
254514	Repairs/Maintenance	Paid by Check #5800		10/14/2015	11/06/2015	11/06/2015		11/06/2015	41.11
256639	Repairs/Maintenance	Paid by Check #5800		10/27/2015	11/06/2015	11/06/2015		11/06/2015	78.19
256810	Repairs/Maintenance	Paid by Check #5800		10/28/2015	11/06/2015	11/06/2015		11/06/2015	78.19
Vendor 884 - Napa Auto Parts Totals							Invoices	5	\$365.25



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Vendor 142 - Office Depot BSD									
798564932001	Office Supplies - Office Depot	Paid by Check #5801		10/07/2015	11/06/2015	11/06/2015		11/06/2015	345.49
798564932002	Office Supplies	Paid by Check #5801		10/09/2015	11/06/2015	11/06/2015		11/06/2015	3.69
799631901001	Office Supplies	Paid by Check #5801		10/14/2015	11/06/2015	11/06/2015		11/06/2015	163.79
799631771001	Office Supplies	Paid by Check #5801		10/15/2015	11/06/2015	11/06/2015		11/06/2015	641.61
800664057001	Fy 15/16-CS & Parks-Office /Operating Supplies	Paid by Check #5801		10/19/2015	11/06/2015	11/06/2015	10/29/2015	11/06/2015	441.31
801916859001	office depot DS permit Center	Paid by Check #5801		10/26/2015	11/06/2015	11/06/2015		11/06/2015	55.71
Vendor 142 - Office Depot BSD Totals							Invoices	6	\$1,651.60
Vendor 959 - Osornio's Mobile Hand Car Wash									
483756	Repairs/Maintenance	Paid by Check #5802		10/14/2015	11/06/2015	11/06/2015		11/06/2015	390.00
661804	Professional Services	Paid by Check #5802		10/15/2015	11/06/2015	11/06/2015		11/06/2015	95.00
Vendor 959 - Osornio's Mobile Hand Car Wash Totals							Invoices	2	\$485.00
Vendor 76 - Pacific Gas & Electric									
6870376077410/15	Utilities	Paid by Check #5803		10/08/2015	11/06/2015	11/06/2015		11/06/2015	321.22
5683054506910/15	Utilities	Paid by Check #5803		10/09/2015	11/06/2015	11/06/2015		11/06/2015	2,797.15
7232679737910/15	Utilities	Paid by Check #5803		10/15/2015	11/06/2015	11/06/2015		11/06/2015	14,682.28
5022214690910/15	Utilities	Paid by Check #5803		10/21/2015	11/06/2015	11/06/2015		11/06/2015	188.78
7314274871110/15	Utilities	Paid by Check #5803		10/21/2015	11/06/2015	11/06/2015		11/06/2015	103.40
3120184832710/15	Utilities	Paid by Check #5803		10/23/2015	11/06/2015	11/06/2015		11/06/2015	6,839.48
5192489513210/15	Utilities	Paid by Check #5803		10/23/2015	11/06/2015	11/06/2015		11/06/2015	10.23
7771308180810/15	Utilities	Paid by Check #5803		10/23/2015	11/06/2015	11/06/2015		11/06/2015	9.53
1594680195610/15	Utilities	Paid by Check #5803		10/27/2015	11/06/2015	11/06/2015		11/06/2015	100.33
Vendor 76 - Pacific Gas & Electric Totals							Invoices	9	\$25,052.40
Vendor 265 - Pape Machinery Inc.									
9687201	Repairs/Maintenance	Paid by Check #5804		10/16/2015	11/06/2015	11/06/2015		11/06/2015	872.35
Vendor 265 - Pape Machinery Inc. Totals							Invoices	1	\$872.35
Vendor 366 - PBM Supply & Mfg., Inc									
680425	Supplies	Paid by Check #5805		10/19/2015	11/06/2015	11/06/2015		11/06/2015	176.54
Vendor 366 - PBM Supply & Mfg., Inc Totals							Invoices	1	\$176.54
Vendor 7 - Pena's Disposal Services									
215072	Fy 15/16-Parks Disposal Service for Vuich Park	Paid by Check #5806		10/26/2015	11/06/2015	11/06/2015	10/27/2015	11/06/2015	531.04
215079	Cust No. 01-153360	Paid by Check #5806		10/26/2015	11/06/2015	11/06/2015		11/06/2015	1,382.06
Vendor 7 - Pena's Disposal Services Totals							Invoices	2	\$1,913.10



Accounts Payable Invoice Report

Payment Date Range 11/01/15 - 11/06/15
 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 250 - Public Safety Center									
5632349	Supplies	Paid by Check #5807		10/21/2015	11/06/2015	11/06/2015		11/06/2015	161.24
		Vendor 250 - Public Safety Center Totals					Invoices	1	<u>\$161.24</u>
Vendor 968 - Quic Shop Markets, Inc.									
10325	Repairs/Maintenance	Paid by Check #5808		10/02/2015	11/06/2015	11/06/2015		11/06/2015	234.50
		Vendor 968 - Quic Shop Markets, Inc. Totals					Invoices	1	<u>\$234.50</u>
Vendor 42 - Scout Specialties									
91397	Supplies	Paid by Check #5809		10/07/2015	11/06/2015	11/06/2015		11/06/2015	245.68
91448	Supplies	Paid by Check #5809		10/08/2015	11/06/2015	11/06/2015		11/06/2015	84.77
91498	Supplies	Paid by Check #5809		10/09/2015	11/06/2015	11/06/2015		11/06/2015	7.50
91672	Tools	Paid by Check #5809		10/14/2015	11/06/2015	11/06/2015		11/06/2015	554.57
		Vendor 42 - Scout Specialties Totals					Invoices	4	<u>\$892.52</u>
Vendor 46 - Self Help Enterprises									
SEP15 002	DINHMPI Sept. Quarterly Billing Charges	Paid by Check #5810		09/30/2015	11/06/2015	11/06/2015		11/06/2015	30.00
SEP15 016	12-HOME-8566 Sept. Charges	Paid by Check #5810		09/30/2015	11/06/2015	11/06/2015		11/06/2015	565.00
SEP15 017	12-CDBG-8382 Sept. Charges	Paid by Check #5810		09/30/2015	11/06/2015	11/06/2015		11/06/2015	342.00
SEP15 020	13-HDRA-9691 Sept. Charges	Paid by Check #5810		09/30/2015	11/06/2015	11/06/2015		11/06/2015	619.00
SEP15 023	12-CALHOME-8687 Sept. Charges	Paid by Check #5810		09/30/2015	11/06/2015	11/06/2015		11/06/2015	690.00
		Vendor 46 - Self Help Enterprises Totals					Invoices	5	<u>\$2,246.00</u>
Vendor 190 - Single Source Business Products									
067683I	Office Supplies	Paid by Check #5811		10/07/2015	11/06/2015	11/06/2015		11/06/2015	48.48
		Vendor 190 - Single Source Business Products Totals					Invoices	1	<u>\$48.48</u>
Vendor 431 - Sparkletts									
5080509 100115	Contractual	Paid by Check #5812		10/01/2015	11/06/2015	11/06/2015		11/06/2015	27.05
		Vendor 431 - Sparkletts Totals					Invoices	1	<u>\$27.05</u>
Vendor 121 - State of California									
Notary retest	Notary Exam Re Test Fee	Paid by Check #5813		11/02/2015	11/06/2015	11/06/2015		11/06/2015	20.00
		Vendor 121 - State of California Totals					Invoices	1	<u>\$20.00</u>
Vendor 214 - Stericycle, Inc.									
3003189213	Professional Services	Paid by Check #5814		11/01/2015	11/06/2015	11/06/2015		11/06/2015	726.21
		Vendor 214 - Stericycle, Inc. Totals					Invoices	1	<u>\$726.21</u>
Vendor 278 - Supplyworks									
5152331-00	Cleaning Supplies	Paid by Check #5815		10/22/2015	11/06/2015	11/06/2015		11/06/2015	429.26
5152464-00	Supplies	Paid by Check #5815		10/22/2015	11/06/2015	11/06/2015		11/06/2015	224.97



Accounts Payable Invoice Report

Payment Date Range 11/01/15 - 11/06/15
 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 278 - Supplyworks									
51552461-00	Cleaning Supplies	Paid by Check #5815		10/22/2015	11/06/2015	11/06/2015		11/06/2015	618.22
									\$1,272.45
Vendor 278 - Supplyworks Totals							Invoices	3	
Vendor 301 - T&T Pavement Markings and Products									
2015832	Supplies	Paid by Check #5816		10/13/2015	11/06/2015	11/06/2015		11/06/2015	631.92
2015863	Supplies	Paid by Check #5816		10/21/2015	11/06/2015	11/06/2015		11/06/2015	652.98
Vendor 301 - T&T Pavement Markings and Products Totals							Invoices	2	\$1,284.90
Vendor 92 - Target Specialtiy Products									
PI0338402	Supplies	Paid by Check #5817		10/07/2015	11/06/2015	11/06/2015		11/06/2015	322.53
PI0338737	Supplies	Paid by Check #5817		10/08/2015	11/06/2015	11/06/2015		11/06/2015	287.00
PI0338828	Supplies	Paid by Check #5817		10/08/2015	11/06/2015	11/06/2015		11/06/2015	81.59
Vendor 92 - Target Specialtiy Products Totals							Invoices	3	\$691.12
Vendor 329 - Townsend Public Affairs									
11177	October 2015	Paid by Check #5818		10/31/2015	11/06/2015	11/06/2015		11/06/2015	5,000.00
Vendor 329 - Townsend Public Affairs Totals							Invoices	1	\$5,000.00
Vendor 902 - Tractor Supply Credit Plan									
04500027 9/29/15	Supplies	Paid by Check #5819		09/29/2015	11/06/2015	11/06/2015		11/06/2015	71.75
Vendor 902 - Tractor Supply Credit Plan Totals							Invoices	1	\$71.75
Vendor 49 - Tulare County									
IN0152383	FY 15/16 Special Events Food Permit	Paid by Check #5821		10/05/2015	11/06/2015	11/06/2015	10/26/2015	11/06/2015	358.00
16-1st-Qtr	Probation Officer 1st Quarter	Paid by Check #5820		10/19/2015	11/06/2015	11/06/2015		11/06/2015	3,205.02
160199	50 TCaT Punch Passes #31151-31200	Paid by Check #5822		10/26/2015	11/06/2015	11/06/2015		11/06/2015	520.00
Vendor 49 - Tulare County Totals							Invoices	3	\$4,083.02
Vendor 24 - Tuttle & Mc Closkey									
24590	Services through 10/20/15	Paid by Check #5823		10/20/2015	11/06/2015	11/06/2015		11/06/2015	12,229.92
Vendor 24 - Tuttle & Mc Closkey Totals							Invoices	1	\$12,229.92
Vendor 273 - US Bank									
290491497	November 2015	Paid by Check #5825		10/27/2015	11/06/2015	11/06/2015		11/06/2015	466.71
290492180	Copy machines	Paid by Check #5824		10/27/2015	11/06/2015	11/06/2015		11/06/2015	4,399.73
Vendor 273 - US Bank Totals							Invoices	2	\$4,866.44



Accounts Payable Invoice Report

Payment Date Range 11/01/15 - 11/06/15
 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 154 - USA Bluebook 774420	Supplies	Paid by Check #5826		10/12/2015	11/06/2015	11/06/2015		11/06/2015	677.94
Vendor 154 - USA Bluebook Totals							Invoices	1	<u>677.94</u>
Vendor 129 - Valley Industrial & Family Medical Group 287955	Professional Services	Paid by Check #5827		10/13/2015	11/06/2015	11/06/2015		11/06/2015	200.00
Vendor 129 - Valley Industrial & Family Medical Group Totals							Invoices	1	<u>200.00</u>
Vendor 101 - Valley Soil & Forest Products 26612	Supplies	Paid by Check #5828		10/05/2015	11/06/2015	11/06/2015		11/06/2015	337.13
Vendor 101 - Valley Soil & Forest Products Totals							Invoices	1	<u>337.13</u>
Vendor 354 - Verizon Wireless 9754365138	October 2015	Paid by Check #5829		10/22/2015	11/06/2015	11/06/2015		11/06/2015	40.01
Vendor 354 - Verizon Wireless Totals							Invoices	1	<u>40.01</u>
Vendor 27 - The Visalia Times-Delta TD1126859 113015	Dues & Subscriptions	Paid by Check #5830		11/01/2015	11/06/2015	11/06/2015		11/06/2015	15.91
Vendor 27 - The Visalia Times-Delta Totals							Invoices	1	<u>15.91</u>
Vendor 549 - Wal-Mart 2476 10/22/15	Supplies	Paid by Check #5831		10/22/2015	11/06/2015	11/06/2015		11/06/2015	402.86
Vendor 549 - Wal-Mart Totals							Invoices	1	<u>402.86</u>
Vendor 616 - Jordan Webster Reimb.Invest. 2B	Reimbursement	Paid by Check #5832		11/02/2015	11/06/2015	11/06/2015		11/06/2015	350.00
Vendor 616 - Jordan Webster Totals							Invoices	1	<u>350.00</u>
Grand Totals							Invoices	181	<u><u>\$302,311.76</u></u>



City Council Staff Report

MAYOR

Emilio Morales, Dist. 1

VICE-MAYOR MAYOR

Scott Harness, Dist. 3

Engineering & Planning Services

COUNCIL MEMBER

Maribel Reynosa, Dist. 2

COUNCIL MEMBER

Mike Smith, Dist. 5

COUNCIL MEMBER

Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING

DATE: November 10, 2015

To: Mayor and City Council
Through: Luis Patlan, City Manager
From: Dean K. Uota, P.E., City Engineer
Cristobal Carrillo, Planner II
Subject: Public Hearing - Application No. 2015-04, the 2015-2023 Housing Element Update for the City of Dinuba

RECOMMENDATION

Council Staff recommends that the Dinuba City Council review a staff report on the 2015-2023 Housing Element Update, receive public testimony, provide comments to Staff, and consider the recommendation from the Dinuba Planning Commission to adopt Resolution No. 2015-43, adopting the 2015-2023 Housing Element Update and CEQA Initial Study/Negative Declaration.

EXECUTIVE SUMMARY

Sections 65580 through 65589 of the California Government Code contain a legislative mandate for creation of a General Plan Housing Element. One of the requirements of the mandate is that the 2015-2023 Housing Element Update (HE) be certified by the California Department of Housing and Community Development (HCD). Certification of the HE is required in order for the City to qualify for certain government funding, including Community Development Block Grants and HOME funds. A certified HE is also needed to ensure that all Elements of a General Plan are internally consistent.

The HE consists of the following chapters:

1. Introduction - Discusses the State requirements for HE compliance, its relationship to the General Plan, and general organization.
2. Evaluation - Evaluates the goals, objectives, and policies of the 2009-2014 HE, reviews completed actions, and provides analysis and remedies for non-completed actions.
3. Community Profile - Provides information on the City's demographics, population breakdowns, employment statistics, and geography.
4. Housing Profile - Provides information on the City's current housing, such as number of persons per household, housing density, and availability and costs for housing.
5. Housing Needs - Discusses housing needs by all population segments in the community, including special needs groups; for example single-parent households, female-headed households, the elderly, persons with disabilities, and farm workers.

6. Residential Land Resources - Discusses the availability of land suitable for residential development in City Limits and the City's planning area. Includes information on zoning for residential and mixed use, and availability of infrastructure and services.
7. Development Constraints - Discusses factors which could affect the ability of the private sector to respond to the demand for housing. Development constraints fall into two basic categories: governmental constraints (policies, standards, or actions imposed by various levels of government on development) and non-governmental constraints (availability and cost of financing, price of land, and cost of construction).
8. Goals, Objectives, and Policies - Discusses new and/or updated housing goals, objectives, and policies that serve as general policy guidelines for Dinuba. The goals/objectives/policies are drafted so as to be consistent with State and Federal housing objectives, as well as the values of the City of Dinuba.
9. Eight-Year Action Plan - Sets forth an eight-year program of proposed actions necessary to achieve the stated goals in Chapter 8.

On October 6, 2015 the Dinuba Planning Commission reviewed the HE proposal and recommended approval to the Dinuba City Council via Resolution No. 1031 (Attachment "B")

OUTSTANDING ISSUES

At the October 6, 2015 Planning Commission public hearing, written comments were received from Self Help Enterprises (Attachment "F") requesting that the Planning Commission and City Council work with Staff and community based organizations to design a feasible and cost effective method for the long-term deferral of development impact fees as an incentive for developing affordable housing. The letter also requested that the above be clearly articulated within the HE. Staff stated that policy/actions addressing impact fees had already been included to the satisfaction of HCD. Staff stated that the policy/actions included recommended continued review of impact fees and possible related constraints (See HE Chapter 9, Policy 2.2.1, and Actions 2.2.2, 2.2.6, and 6.1.3.). The Planning Commission accepted Staffs comments and took no other action regarding the letter from Self Help Enterprises.

DISCUSSION

Staff contracted Quad Knopf, Inc. to complete the HE and CEQA document. Under their direction, Staff conducted community outreach via formation of a Housing Element Task Force and public notification. Following receipt of comments from the public and Staff, a draft of the HE was completed and forwarded to HCD on June 12, 2015 for their preliminary review and comment. Upon receipt of HCD's initial comments by phone, Quad Knopf revised the HE and resubmitted for further review on July 31, 2015.

HCD's official written comments were received on August 11, 2015. Comments included requiring housing density consistency between the General Plan and Zoning Ordinance for multifamily zones, placing specific timeframes for completion of stated proposed actions, and a requirement to better describe available resources for persons with disabilities. The HCD letter and the proposed response from Quad Knopf are included in Staffs report as Attachment "D" and "E". With the recommended revisions, Staff believes that the HE will have addressed the concerns of HCD.

Pursuant to the California Environmental Quality Act (CEQA), an environmental assessment was conducted for this project. Per CEQA, a Negative Declaration (ND) was prepared and circulated by the City of Dinuba for public/agency review for a thirty-day period commencing on September 4, 2015 and closing on October 4, 2015. The ND indicated that the HE would have "Less Than Significant Impacts" to the environment. The City Council, as

the decision making body, is required to determine the adequacy of the ND and must then direct staff to file a Notice of Determination with the Tulare County Clerk's Office and with the State of California, State Clearinghouse.

FISCAL IMPACT

There will be no costs associated with the request.

PUBLIC HEARING

Staff recommends that the City Council conduct a public hearing to consider the recommendation of the Planning Commission, HE materials, correspondence, and to accept comments from the public. Following the hearing, Staff will incorporate comments into the HE, and send it to HCD for final review and certification.

Attachments:

- A. City Council Resolution No. 2015-43
- B. Planning Commission Resolution No. 1031
- C. Planning Commission Staff Report, October 6, 2015 for Application No. 2015-04
- D. HE Review Letter from State HCD, dated August 11, 2015
- E. Quad Knopf Response to HCD, dated August 14, 2015
- F. Letter from Self Help Enterprises, dated October 6, 2015
- G. 2015-2023 Dinuba Housing Element Update
- H. CEQA Initial Study/Mitigated Negative Declaration

ATTACHMENT "A"

**City of Dinuba
CITY COUNCIL RESOLUTION NO. 2015-43**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA
ADOPTING THE 2015-2023 HOUSING ELEMENT UPDATE**

WHEREAS, the Engineering and Planning Services Department prepared a Housing Element Update, Application No. 2015-04, for the City of Dinuba in accordance with State law; and

WHEREAS, the City solicited input from the community as a whole and conducted Housing Element Task Force meetings; and

WHEREAS, the Engineering and Planning Services Department prepared an Initial Study/Negative Declaration in accordance with the California Environmental Quality Act Statutes and Guidelines; and

WHEREAS, on September 4, 2015 a Notice of Availability of said Initial Study was released to the public and local and State agencies for review; and

WHEREAS, a public notice was published in the Dinuba Sentinel on October 29, 2015 announcing the public hearing for the Housing Element Update; and

WHEREAS, the City Council held a publicly noticed meeting on the matter and considered all information and public comment related thereto; and

WHEREAS, the City Council finds that the Housing Element Update is internally consistent with other City of Dinuba elements of the General Plan and would not be detrimental to the public interest, health, safety, convenience and welfare of the City;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DINUBA, the City Council hereby adopts the public review Housing Element Update and Initial Study/Negative Declaration.

PASSED AND ADOPTED by the City Council of the City of Dinuba at a regular meeting thereof held on November 10, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Emilio Morales
Mayor of the City of Dinuba

ATTEST:

LINDA BARKLEY
Deputy City Clerk

ATTACHMENT "B"

**DINUBA PLANNING COMMISSION
RESOLUTION NO. 1031**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DINUBA
RECOMMENDING ADOPTION OF THE 2015-2023 HOUSING ELEMENT UPDATE
TO THE DINUBA CITY COUNCIL**

WHEREAS, at a regularly held meeting on October 6, 2015, the Dinuba Planning Commission conducted a public hearing to consider Application No. 2015-04, the 2015-2023 Housing Element Update, submitted by the City of Dinuba, for the purpose of updating the City's 2009-2014 Housing Element; and

WHEREAS, per the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration was prepared and circulated by City of Dinuba staff for public/agency review commencing on September 4, 2015 and closing on October 4, 2015 to provide a commenting opportunity for the public and public agencies, the Planning Commission recommends that the City Council, as the decision making body, determine the adequacy of the Mitigated Negative Declaration and direct staff to file a Notice of Determination with the Tulare County Clerk's Office and with the State of California, State Clearinghouse; and

WHEREAS, the Dinuba Planning Commission conducted a public hearing on October 6, 2015, at the regular Commission meeting that was properly noticed pursuant to the Dinuba Municipal Code; and

WHEREAS, during the public hearing, the Planning Commission provided an opportunity for members of the public to offer testimony regarding the 2015-2023 Housing Element Update as part of the decision-making process; and

WHEREAS, the Planning Commission, having considered the staff report and all testimony presented in this matter, was of the opinion that the 2015-2023 Housing Element Update and Initial Study/Negative Declaration, Application No. 2015-04, should be approved as presented; and

NOW, THEREFORE BE IT RESOLVED that the Dinuba Planning Commission hereby approves the 2015-2023 Housing Element Update and accompanying Initial Study/Mitigated Negative Declaration, Application No. 2015-04 and forwards its recommendation of approval to the Dinuba City Council.

I hereby certify that the foregoing resolution was duly passed and adopted by the Dinuba Planning Commission at a regular meeting held on the 6th day of October, 2015, upon a motion by Commissioner Smither, and seconded by Commissioner Conklin,
And by the following vote:

AYES: Conklin, Munoz, Smither, Wong

NOES: None

ABSENT: Olesky

ABSTAIN: None



Ed Smither, Chair
Dinuba Planning Commission

Attest: Dean K. Uota, PE
Dean K. Uota, P.E., Secretary
Dinuba Planning Commission



Planning Commission Report

Planning Commission Meeting: October 6, 2015
Department: Public Works

To: Dinuba Planning Commission

From: Cristobal Carrillo, Planner II
Ph: 559.591.5924, ext. 104
Email: ccarrillo@dinuba.ca.gov

Subject: Public Hearing to consider Application No. 2015-04, the 2015-2023 Housing Element Update for the City of Dinuba.

RECOMMENDATION:

Staff recommends that the Planning Commission:

- 1) Receive a staff report on the Draft Housing Element
- 2) Receive public testimony on the Draft Housing Element
- 3) Provide comments to Staff regarding the Draft Housing Element adoption
- 4) Adopt Planning Commission Resolution No. 1031 recommending adoption of the Draft Housing Element and CEQA Initial Study/Mitigated Negative Declaration to the Dinuba City Council

BACKGROUND

Sections 65580 through 65589 of the California Government Code contain the legislative mandate for the Housing Element of a General Plan. The 2015-2023 Housing Element Update (HE) must be certified by the State of California Department of Housing and Community Development (HCD). Certification of the HE is required in order for the City to qualify for certain government funding, including Community Development Block Grants and HOME funds. A certified HE is also needed to ensure that all Element of a General Plan are internally consistent.

The HE consists of the following chapters:

1. **Introduction** - This section discusses the State of California requirements for Housing Element compliance, its relationship to the General Plan, and general organization.
2. **Evaluation of the Previous Housing Element** - This section evaluates the goals, objectives, and policies of the previous 2009-2014 HE, analyzes completed actions, and provides analysis and remedies for non-completed actions.
3. **Community Profile** - This section contains information regarding the City's demographics, population breakdowns, employment statistics, and geography.
4. **Housing Profile** - This section provides information on the City's current housing, such as number of persons per household, housing density, and availability and costs for housing.

5. **Housing Needs** - This section discusses housing needs by all population segments in the community, including those considered special needs groups; for example single-parent households, female-headed households, the elderly, persons with disabilities, and farm workers.
6. **Residential Land Resources** - This section discusses the availability of land suitable for residential development within and outside of the City Limits but within the City's planning area. It includes information on zoning for residential and mixed use, and availability of infrastructure and services.
7. **Development Constraints** - This section discusses factors which could affect the ability of the private sector to respond to the demand for housing. Development constraints fall into two basic categories: governmental and non-governmental. Governmental constraints are policies, standards, or actions imposed by various levels of government on development. Examples of non-governmental constraints include availability and cost of financing, price of land, and cost of construction.
8. **Goals, Objectives, and Policies** - This section discusses new and/or updated housing goals, objectives, and policies that serve as general policy guidelines for Dinuba. The goals/objectives/policies are drafted so as to be consistent with State and Federal housing objectives, as well as the values of the City of Dinuba.
9. **Eight-Year Action Plan** - This section sets forth an eight-year program of proposed actions necessary to achieve the stated goals in Chapter 8.

The City Council is scheduled to conduct a public hearing to consider adoption of the HE on November 10, 2015.

DISCUSSION

Staff has contracted Quad Knopf, Inc. to complete the HE update and CEQA document. Under their direction, Staff conducted community outreach for the HE via formation of a Housing Element Task Force and public notification in online and print sources. Following receipt of comments from the public and Staff, a draft of the HE was completed and forwarded to HCD on June 12, 2015 for their preliminary review and comment. Upon receipt of HCD's initial comments by phone, Quad Knopf revised the HE to include the information requested and submitted the revised HE to HCD for further review on July 31, 2015.

Staff received HCD's official written comments on August 11, 2015. Comments from HCD include requiring housing density consistency between the General Plan and Zoning Ordinance for multifamily zones, placing specific timeframes for completion of stated proposed actions, and a requirement to better describe available resources for persons with disabilities. The HCD letter, and the proposed response from Quad Knopf are included in Staff's report as Attachment "B" and "C". With the recommended revisions, Staff believes that the HE will have addressed the concerns of HCD.

ENVIRONMENTAL ASSESSMENT

Pursuant to the California Environmental Quality Act (CEQA), an environmental assessment was conducted for this project. Per CEQA, a Mitigated Negative Declaration (MND) was prepared and circulated by the City of Dinuba for public/agency review for a thirty-day period commencing on September 4, 2015 and closing on October 4, 2015. The MND indicated "Less Than Significant Impacts"

to the environment. The City Council, as the decision making body, will be required to determine the adequacy of the MND and must then direct staff to file a Notice of Determination with the Tulare County Clerk's Office and with the State of California, State Clearinghouse.

NEXT STEPS

The immediate next step in the HE update process includes the proceedings of this meeting: that the Planning Commission taking public testimony and provide comment on the proposed HE. Once comments have been incorporated into the HE, the Planning Commission will be requested to make a recommendation on the HE and associated CEQA MND, to the Dinuba City Council.

ATTACHMENTS:

- Attachment A: Planning Commission Resolution No. 1031 recommending approval of the Draft Housing Element and CEQA Initial Study/Mitigated Negative Declaration to the Dinuba City Council
- Attachment B: HE Review Letter from State HCD, dated August 11, 2015
- Attachment C: Quad Knopf Response to HCD
- Attachment D: 2015-2023 Dinuba Housing Element Update
- Attachment E: CEQA Initial Study/Mitigated Negative Declaration

"ATTACHMENT B"

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

EDMUND G. BROWN JR., Governor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



August 11, 2015

Dean K. Uota, P.E.
Development and Engineering Services Director/City Engineer
City of Dinuba
1088 E. Kamm Ave.
Dinuba, California 93618

Dear Mr. Uota:

RE: Review of the City of Dinuba's 5th Cycle (2015-2023) Draft Housing Element

Thank you for submitting the City of Dinuba's draft housing element which was received for review on June 12, 2015, along with additional revisions received on July 31, 2015. Pursuant to Government Code (GC) Section 65585(b), the Department is reporting the results of its review. Our review was facilitated by a conversation on June 25, 2015 with the City's Consultant, Ms. Ginger White of Quad Knopf, Inc. In addition, the Department considered comments from the Building Industry Association of Tulare/Kings County pursuant to GC Section 65585(c).

The draft element addresses many statutory requirements; however, revisions will be necessary to comply with State housing element law (GC, Article 10.6). The enclosed Appendix describes these and other revisions needed to comply with State housing element law.

To remain on an eight year planning cycle, pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) the City must adopt its housing element within 120 calendar days from the statutory due date of December 31, 2015 for TCAG localities. If adopted after this date, GC Section 65588(e)(4) requires the housing element be revised every four years until adopting at least two consecutive revisions by the statutory deadline. For more information on housing element adoption requirements, please visit our website at: http://www.hcd.ca.gov/hpd/hrc/plan/he/he_review_adoptionsteps110812.pdf.

We are committed to assisting Dinuba in addressing all statutory requirements of housing element law. If you have any questions or need additional technical assistance, please contact Jess Negrete, of our staff, at (916) 263-7437.

Sincerely,

Glen A. Campora
Assistant Deputy Director

Enclosure

APPENDIX CITY OF DINUBA

The following changes would bring Dinuba's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on the Department's website at www.hcd.ca.gov/hpd. Among other resources, the Housing Element section contains the Department's latest technical assistance tool, *Building Blocks for Effective Housing Elements (Building Blocks)*, available at www.hcd.ca.gov/hpd/housing_element2/index.php and includes the Government Code addressing State housing element law and other resources.

A. Housing Needs, Resources, and Constraints

1. *Include an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites (Section 65583(a)(3)). The inventory of land suitable for residential development shall be used to identify sites that can be developed for housing within the planning period (Section 65583.2).*

The City has a regional housing need allocation (RHNA) of 965 housing units, of which 374 are for lower-income households. To address this need, the element relies on vacant sites. To demonstrate the adequacy of these sites and strategies to accommodate the City's RHNA, the element must include complete analyses:

Zoning for Lower-Income Households: The housing element appears to have a shortfall of sufficient sites with appropriate zoning to accommodate lower-income households. All of the RM-2 zoned sites identified to accommodate lower-income households have a General Plan designation of Medium High Density Residential (MHR) with a maximum density of 15 units per acre (Appendix C Vacant Land Inventory and Table 6-5, pg. 6-7). The element must include an analysis to demonstrate the adequacy of the RM-2 zone with a MHR designation to encourage and facilitate the development of units affordable to lower-income households. The analysis should be based on factors such as market demand, development experience within zones, and specifically address the impacts of density on financial feasibility. For communities with densities that meet specific standards (at least 20 units per acre for Dinuba), this analysis is not required (Section 65583.2(c)(3)(B)). In the alternative, the element could describe the process to develop these RM-2 MHR zoned sites with a residential density of up to 24 units per acre (Revisions Table 6-1, page 6-1).

Small Sites: The sites inventory identifies 25 small sites (less than 1 acre in size) zoned RM 1.5 with a maximum density of 24 units per acre totaling 2.5 acres (Appendix C, Sites Inventory). The element should describe whether these parcels are anticipated to develop individually or consolidated with other parcels. *For parcels anticipated to be consolidated*, the element should describe the potential for lot consolidation, including conditions rendering parcels suitable and ready for redevelopment, trends, and/or information on the number of owners. The analysis could also indicate where sites have been assembled. The element

should also include policies and programs as appropriate to facilitate lot consolidation. *For parcels anticipated to develop individually*, the element should evaluate existing proposed policies or incentives the City will offer to facilitate small site development. This is particularly important given the necessary economies of scale to facilitate development of housing affordable to lower-income households. For example, most assisted housing developments utilizing State or federal financial resources typically include at least 50-80 units.

Emergency Shelters: The element indicates that the zoning ordinance was not amended within one year of the June 11, 2011, adoption of the 4th cycle housing element (page 2-29). The element must demonstrate that the zoning ordinance has been amended to permit emergency shelters without discretionary review in at least one zone with sufficient capacity to accommodate the City's need for emergency shelter before the housing element can be found in compliance with state law. Refer to the sample analysis on the *Building Blocks'* website at [http://www.hcd.ca.gov/hpd/housing_element2/SHN_shelters.php#Requisite Analysis](http://www.hcd.ca.gov/hpd/housing_element2/SHN_shelters.php#Requisite_Analysis).

2. *Analyze any special housing needs such as elderly; persons with disabilities, including a developmental disability; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter (Section 65583(a)(7)).*

While the element quantifies the number of persons with developmental disabilities and includes a general description of available resources (page 5-9), it should describe any unmet housing needs with developmental disabilities, including available resources and add programs, as appropriate.

C. Housing Programs

1. *Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, and the utilization of appropriate federal and state financing and subsidy programs when available. The program shall include an identification of the agencies and officials responsible for the implementation of the various actions (Section 65583(c)).*

To address the program requirements of GC Section 65583(c)(1-6), and to facilitate implementation, Program 3.2.2 should be revised to include a definitive implementation timeline for each specific program action. Also, the housing element should clarify whether Program 6.2.5 will be performed during "Fiscal Year 2016-2017" or if it has other specific timelines or benchmarks.

2. *Identify adequate sites which will be made available through appropriate zoning and development standards and with public services and facilities needed to facilitate and encourage the development of a variety of types of housing for all income levels, including rental housing, factory-built housing, mobilehomes, and emergency shelters and transitional housing. Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to Section 65584, the program shall provide for sufficient sites with zoning that permits owner-occupied and rental multifamily residential use by right, including density and development standards that could accommodate and facilitate the feasibility of housing for very low- and low-income households (Section 65583(c)(1)).*

As noted in the finding A1, the element does not include a complete sites inventory or analysis; as a result, the adequacy of sites and zoning has not been established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites and zoning for a variety of housing types. Specifically, the housing element must include a program to provide sites with zoning that allows owner-occupied and rental multifamily uses by-right sufficient to accommodate the remaining need for lower-income households. By-right, pursuant to 65583.2(i) means local government review must not require a CUP, planned unit development or other discretionary review or approval.

The program must also provide:

- a minimum of 16 units per site;
- a minimum density of 20 units per acre; and
- at least 50 percent of the lower-income need must be accommodated on sites designated for residential use only or accommodate all of the very low and low-income housing need on sites designated for mixed uses if those sites allow 100 percent residential use and require that residential use occupy 50 percent of the total floor area of a mixed-use project.

"ATTACHMENT C"



MEMO

Date: August 14, 2015

Project No.: D140398

To: Cristobal Carrillo

From: Ginger White

Subject: Response to Written Comments from HCD of August 11, 2015

cc:

A. **Housing Needs, Resources, and Constraints**

A1. Zoning for Lower-Income Households: The apparent shortage of sufficient sites with appropriate zoning to accommodate lower-income households is not an actual shortage of available land, but is the result of an inconsistency between the Zoning Ordinance and the General Plan.

The City's RM-2 zone allows residential development at a maximum density of 24 units/gross acre. Calculations in Table 6-3 were based on this density, and adequate land was available for lower income housing. However, according to the General Plan, sites zoned RM-2 can be included in the General Plan designation of either Medium High Density (MHR) at 7.6 – 15 units/gross acre or High Density (HDR) at 15.1 to 24 units/gross acre. All of the RM-2 zoned sites identified to accommodate lower-income households have a General Plan designation of MHR, with a maximum density of 15 units/acre (Appendix C and Table 6-5, page 6-7).

The City has added language to Action 3.1.1 stating (added language in italics): Dinuba will update its 2007 General Plan as needed to account for changes in land use designations, General Plan amendments, and to be consistent with adopted Specific Plans. The 2007 General Plan, a 25-year plan, was adopted in October, 2008, with the intention to review it periodically during that time.

More specifically, in order for the City to have a consistent range in density for residential development between the RM-2 zoning density and the Medium High Density Residential (MHR) General Plan designation, the City will amend the General Plan MHR designation to allow 7.6 – 20.0 units/gross acre, and will include all lands zoned as RM-2 under this MHR designation. This amendment will allow the zoning and general plan designations to have the same range of density for development, and will allow the City to meet State density requirements for residential development.

This amendment would be adopted within one year of adoption of the 2015-2013 Housing Element. Once amended, the table included in the Appendix C of the Housing Element will need

CV-15-01 project, Project 2015 D140398 Housing Element Revised Draft for City Adoption Nov. 2015 communication Memo-Draft to City Council, 15 pages.

6051 North Fresno Street, Suite 200 • Fresno, California 93710 • Tel (559) 449-2400 • Fax (559) 435-2905
www.quadknopf.com



to be updated. Text describing the General Plan Designation (page 6-2) will need to be revised. The analysis in Chapter 6 does state that “realistic capacity” for the RM-2 zone is 19.2 units/acre, and will not need to be revised (Table 6-3). Development at this density will allow greater than the minimum of residential units for lower income households estimated under the RHNA.

A1.1. Small Sites. The sites inventory (Appendix C) identifies 25 site of less than one acre in size in the RM-1.5 zone district, with a capacity of 24 units/acre. These sites total approximately 2.5 acres. The element should describe whether these parcels are anticipated to develop individually or consolidated with other parcels. Language has been added to Chapter 6, page 5 to address these lots:

There are 25 vacant lots in the Marquis Homes subdivision that are 0.1 acre or smaller in size. Homes have been constructed on other lots within this subdivision, and infrastructure has been completed throughout. These lots will not be consolidated and are anticipated for single family homes. Lots are in the RM-1.5 zone district, and although this is under the General Plan designation of “High Density,” the subdivision was planned as “Medium density.” Manufactured homes and second units are permitted by right in this zone district.

A1.2. Emergency Shelters. State law requires that the zoning ordinance must allow emergency shelters without discretionary review in at least one zone with sufficient capacity to accommodate the City's need for emergency shelter.

The Planning Commission voted to recommend approval of revisions to the Zoning Ordinance that included permitting emergency shelters in the xx zone as a permitted use, as well as other changes addressed in the Draft Housing Element. The City Council will consider these changes for adoption on September 22, 2015. Assuming that all recommended changes are adopted, the following proposed Actions will be removed from the Housing Element:

Action 2.2.4. Definition of family. The former definition of family was deleted, and the Zoning Ordinance now states: “Family” or “Household” means all those persons, related and unrelated, who occupy a single housing unit.

Action 6.2.3. Manufactured homes and mobile homes (17.02.030). The Zoning Ordinance was amended to state: “Modular home” means a residential building or dwelling unit partially constructed off the site and then brought to assembled on the site with a permanent foundation, with construction in accordance with the same local and state building codes as site-built homes.

(No action in Housing Element). Manufactured homes and mobile homes, in accordance with Chapter 17.70 of the Zoning Ordinance are permitted as a by-right use in the RA and R zoning districts, and with (A) approval in the RM zoning districts.

Action 6.2.7. Farm Employee Housing (HE 8.4.4). The Zoning Ordinance was amended to permit farm employee housing for six or fewer employees as a by-right use in the AN,

RA, R, and RM districts; to allow farm employee housing for seven or greater employees (up to 36 beds or up to 12 units or spaces for use by a single family or household as a by-right use in the AN district, and with a CUP in the RA, R, and RM districts. Farm employee housing with over 36 beds, or 12 units or spaces is allowed with a CUP in the AN, RA, R, and RM zone districts.

Action 6.2.9 Emergency, Supportive and Transitional Housing (HE 6.2.8). (17.26.030 and 17.48.030) Supportive housing, target population, and transitional housing were defined. Supportive and Transitional housing are permitted by right in the AN, RA, R, and RM districts. Emergency shelters are permitted with a CUP in the RM zone district. Additionally, emergency shelters are permitted as a by-right use in the C-2 district, while supportive housing and transitional housing are permitted with a CUP in the C-2 district.

Action 6.2.10. Constraints for Persons with Disabilities (HE.6.2.9). The text under Use 17.48.030 was revised to delete group homes “for the mentally disordered or otherwise handicapped person,” as a constraint to housing. The use now allows, “Public and private charitable institutions, hospitals, sanitariums, rest homes, nursing homes, family care homes, foster homes or group homes, including state authorized homes” in the PO zone district with a CUP. This was the only reference to those with handicaps in the Zoning Ordinance.

(No Action in Housing Element) Residential Parking Requirements (HE 8.6.2). This zoning amendment (17.64.020) reduces number of parking spaces from 2.0 to 1.5 for multifamily dwellings with one bedroom.

Action 7.3.1. Incentives for Photovoltaic systems. A new chapter was added (17.74) to address Solar Energy System Permitting.

- B1. Those with Disabilities. Describe any Unmet Housing Need for Those with Disabilities, including Available Resources and Add Programs, as Appropriate.

The special needs group, Persons with Disabilities is discussed on page 5-7 through 5-13 of the housing element. Page 5-10 describes the facilities available in the City for those with disabilities who are unable to provide for their daily needs.

The following text was added to address this item:

There are approximately 331 individuals in Dinuba who have difficulty with caring for themselves at home, while another 1,342 have difficulty with functions outside the home, such as shopping and medical appointments. These are not individuals that necessarily need institutional or full-time medical care, but who may need special accommodations in the home, someone to come to their homes to assist them there or with tasks outside the home. Those over the age of 65 with these disabilities may qualify for senior housing, based on their incomes. According to the U.S. Census, Americans with Disabilities:

2010, Household Economic Studies, approximately 18.7 percent of all Americans had a disability, and approximately 12.6 percent had a severe disability. This does not include those living in institutional group quarters and those living in military barracks. Generally, the percentage of those with disabilities increased with age, so that at age 80, approximately 70.5 percent have at least one disability, with approximately 25 percent in group aged 65 – 69 having a severe disability. Approximately 11.7 percent of those with severe disabilities over age 65 lived in poverty. Based on the percentages for the U.S. as a whole, approximately 64.42 percent of those with a disability have a severe disability. This population is more likely to be unemployed, live in poverty, and need assistance at home in and outside the home. Although these data indicate the percentages of residents who have serious disabilities, they do not specify the types of assistance that these residents may need, and therefore, the City should offer a full range of services and facilities. This includes facilities for those who need full-time medical care; accommodations to living facilities, such as wheel chair ramps, hand rails in bathrooms, wide hallways and doorways; and personal assistance with bathing, cooking, and dressing.

Based on this information, the City estimates that 64.4 percent of those with self-care and independent living disabilities between ages 17 and 64 need housing to accommodate their needs ($595 \times 64.4 = 383$ individuals). An additional 390 seniors (age 65 and over) need accommodations.

The City has a number of resources available to meet these needs. A records search of the State Department of Social Services' Community Care Licensing Division identified one adult residential facility, Ever Board and Care, in Dinuba that provides 24-hour non-medical care for adults ages 18-59 who are unable to provide for their own daily needs.

Dinuba has two licensed senior facilities that are permitted by both the City and State: St. Michael's has a facility capacity of 49 individuals, and Ever Board and Care has a facility capacity of 6 individuals.

In addition, Garden Estates is a 44-unit apartment complex managed by the Tulare County Housing Authority. Housing at Garden Estates (44 units), College Park Estates (54 units), and Empire Estates (62 units) is available to those who qualify for Section 8 housing. In addition Grace and Laughter is available to seniors and those of any age who are disabled (40 units). Other resources are discussed in the sections for those with physical disabilities, developmental disabilities, and cognitive abilities. Policies and actions that will ensure that those with disabilities have equal access to facilities, accommodations, and services are summarized below (Strategies and Programmatic Responses to Meet Projected Needs) and are described in detail in Chapter 9.

Strategies and Programmatic Responses to Meet Projected Needs

A number of goals and programs have been included in Chapter 9 – Eight Year Action Plan as actions to assist in the City meeting the housing needs for the City’s disabled population. Policy 2.1.2 requires that the City review its current process for ensuring reasonable accommodations for housing for those with disabilities. Action 2.2.5 commits the City to developing a Universal Design Element that will govern construction or modification of homes using design principles that allow individuals to remain in the their homes as their physical needs and capabilities change. Action 1.1.5 commits the City to revising its permitting and recordkeeping process to better track the types of housing permits for second units and other housing that will assist lower income groups, including those with disabilities. Action 6.2.4 commits the City to encourage non-profit sponsors to make application for HUD Section 202 allocations for construction of rental housing for seniors and those with disabilities by identifying available sites in the Site Inventory and communicating the information to the sponsors. The City will take all actions necessary to expedite processing and approval of such projects. Action 6.2.12 and Goals 2 and 6, also assist the City in achieving unmet housing needs for the disabled population.

C1. Housing Programs

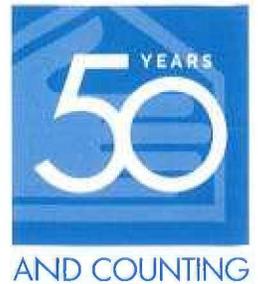
GC Section 65583(c)(1-6) requires that definitive timelines be included for each action or program. Programs 3.2.2 and 6.2.5 were revised to state that they would be completed during the 2016-2017 fiscal year.

C2. Include a program to provide sites with zoning that allows owner-occupied and rental multifamily uses by right, sufficient to accommodate the remaining need for lower-income households. HCD also states that additional programs may be needed to ensure that there is no shortfall of sites and zoning for a variety of housing types.

GC Code 65583.2(i) requires that owner-occupied or multifamily residential use will not require a conditional use permit (CUP) or other discretionary local government review or approval. The City’s zoning ordinance permits multifamily residential in the RM zones by right. Single family homes are permitted by right in all zones except for certain restrictions on additional dwellings south of North Avenue. The language added to program 3.1.1 will allow development to a density sufficient to address the need for additional housing as determined in the RHNA.



*A Nonprofit Housing and
Community Development Organization*



October 6, 2015

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

Please copy to Councilmembers, Planning Commissioners, and appropriate staff

Re: Comments on City of Dinuba Housing Element

Dear Councilmembers, Planning Commissioners and Staff:

As a non-profit developer of affordable housing in Central California for the past 50 years, Self-Help Enterprises (SHE) understands and works to address the housing needs of low-income families in communities throughout the San Joaquin Valley. There is a growing need for more housing choices in Valley communities, both urban and rural, particularly homes that are affordable to low and very-low income residents.

Self-Help Enterprises operates the Viscaya Gardens project, which is located at 1000 Rosemary Ave. in Dinuba, and currently has a waiting list of 384 families. To date, SHE has developed almost 100 affordable single-family homes in Dinuba through the mutual self-help housing program.

SHE is also working to meet this need in Dinuba through the development of the 44-unit affordable rental community known as "Sierra Village". Sierra Village is located at the corner of E. Davis Drive and N. Crawford Avenue in Dinuba. Sierra Village is currently on hold due to a budget shortage. Even though \$9,714,989 has been secured through the State HOME and Low-Income Housing Tax Credit programs, SHE is unable to cover the cost of the impact fees, soft costs, construction, legal and financing expenses associated with the project.

As part of the housing element (HE) update process, SHE would like you to take into consideration one main concern regarding the City of Dinuba Housing Element public review draft. The challenge in Dinuba is the amount of impact fees that are required for new residential construction. While we recognize that this is only one aspect of overall costs of a project, it is one place that the City has control. To provide an example, the fees required to construct the Sierra Village project are as follows:

Sierra Village (City of Dinuba) Summary

Total Impact Fees	\$1,299,879
School Fees	\$396,193
City Impact Fees	\$903,686
Total City Impact Fee/Unit (excludes school fee)	\$20,538

For comparison, the following is the fee schedule for a comparable rental housing product type in Visalia:

Highland Gardens (City of Visalia) Summary

Total Impact Fees	\$497,034
School Fees	\$131,311
City Impact Fees	\$365,723
Total City Impact Fee/Unit (excludes school fee)	\$10,158

One method for offsetting development impact fees as a constraint to affordable housing development is to establish a program to offer long-term impact fee deferrals. The City had previously contemplated fee deferrals in the 2009 HE in 7.4.6 (formerly Action 2.2.2). In Chapter 2: Evaluation of the 2009 Housing Element, it states “due to the loss of the RDA, and general budget shortfalls seen recently, the City is not currently able to provide substantial fee credits to developers. This Action will be revised in the current housing element update to reflect the City’s current ability to offer fee credits or other incentives.”

However, in Chapter 5: Housing Needs, the HE states “To address the range of needs, the City of Dinuba will continue to: Will make available fee credits and density bonuses for developers agreeing to provide lower-income housing.” It is unclear if the City intends on establishing a program to provide fee credits and/or deferrals for the development of affordable housing and how the program would be structured.

SHE encourages the Planning Commission and City Council to work with Staff and community based organizations to design a feasible and cost effective method for the long-term deferral of impacts fees as an incentive for developing affordable housing. This goal should be clearly articulated in the Housing Element.

In Chapter 7: Development Constraints, the HE discusses how the Dinuba Municipal Code allows full payment of fees to be deferred for up to five (5) years for commercial projects. The developer pays 20 percent of the fees each year for 5 years, including interest, which divides payments into smaller, more manageable amounts. The HE goes on to say “The City will explore expanding this option to homebuilders during the current planning cycle.” While this option may alleviate the impediment of high fees on commercial development, this does not assist in making affordable housing projects more feasible. The financing that is typically utilized for affordable rental communities requires 30-year amortization and prohibits balloon payments. In addition, low-income single-family buyers do not have the financial capacity to make equal payments over a 5-year period, since their affordability ratios are traditionally “maxed out”.

SHE recommends that the City offer fee deferrals for a period not to exceed 30 years with the deferral recorded as a form of deferred note and secured by the property. The fees would be due and payable if the unit is sold, refinanced, the rent is no longer affordable (multi-family) or is no longer occupied by the owner (single-family). SHE is available and willing to assist the City in developing a program that is compatible with affordable housing financing and the program would serve as a catalyst for incentivizing the development of affordable units in Dinuba.

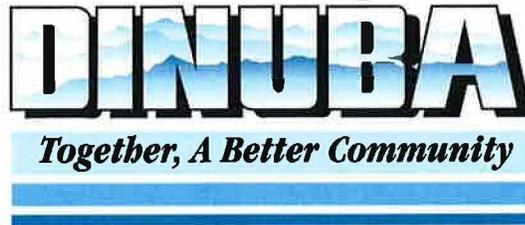
Should you have any questions or need additional information, please contact me at (559) 802-1620 or tomc@selfhelpenterprises.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Collishaw', with a large, stylized flourish at the end.

Thomas J. Collishaw
President/CEO

**Initial Study/
Negative Declaration
2015 – 2023 Housing Element**



**City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
(559) 591-5904
Contact: Dean K. Uota, P.E., City Engineer
Engineering and Planning Services Department**

October 2015



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Figure 1 – Plan Area and Vicinity2

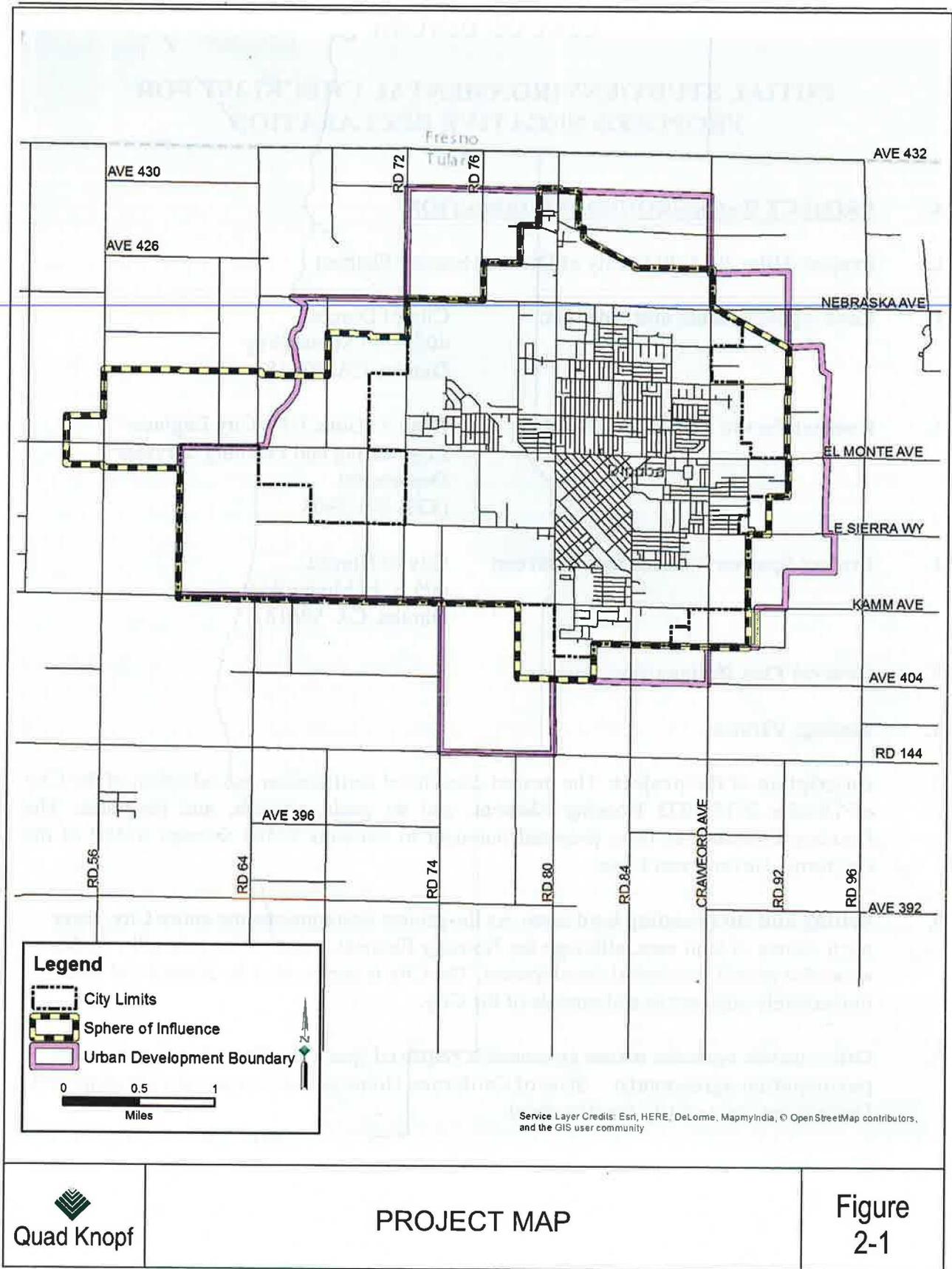


CITY OF DINUBA

INITIAL STUDY/ENVIRONMENTAL CHECKLIST FOR PROPOSED NEGATIVE DECLARATION

A. PROJECT BACKGROUND INFORMATION

1. **Project Title:** 2015-2023 City of Dinuba Housing Element
 2. **Lead Agency Name and Address:** City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
 3. **Contact Person and Phone Number:** Dean K. Uota, P.E., City Engineer
Engineering and Planning Services
Department
(559) 591-5906
 4. **Project Sponsor's Name and Address:** City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
 5. **General Plan Designation:** Various
 6. **Zoning:** Various
 7. **Description of the project:** The project consists of certification and adoption of the City of Dinuba 2015-2023 Housing Element, and its goals, policies, and programs. The Housing Element has been prepared pursuant to Sections 65580 through 65589 of the California Government Code.
 8. **Setting and surrounding land uses:** As the project encompasses the entire City, there are a variety of land uses, although the Housing Element concentrates primarily on those areas that permit residential development. The City is surrounded by agricultural uses immediately adjacent to and outside of the City.
 9. **Other public agencies whose approval is required (permits, financing, approval or participation agreement):** State of California, Housing and Community Development Department must certify the document.
-



B. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by the proposed project, involving at least one impact that is a “Potentially Significant Impact” or “Potentially Significant Unless Mitigated,” as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning |
| <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Mandatory Findings of Significance | |

C. DETERMINATION

I certify that this project was independently reviewed and analyzed and that this document reflects the independent judgment of the City of Dinuba.

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a “potentially significant impact” or “potentially significant unless mitigated.” An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

Signature:  Date: 10/9/15

Printed name: Ginger White, Senior Planner, Quad Knopf, Inc.
Consultants to the City of Dinuba

D. ENVIRONMENTAL IMPACT CHECKLIST

Explanations of all answers on the check-off list are included in each resource discussed.

I. AESTHETICS Would the proposal:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Have a substantial adverse affect on a scenic vista or scenic highway?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

Response:

The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

a) The project will not affect a scenic vista or scenic highway, historic homes, or create additional light or glare. Potential impacts to aesthetics were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified due to adoption of the Housing Element (HE). The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and does not affect aesthetics.

b) Implementation of the HE will not damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.

c) Implementation of the HE will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

d) Implementation of the HE will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

II. AGRICULTURE AND FOREST RESOURCES In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by GC section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				X
<p><i>Response:</i></p> <p>The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level</p>				

document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

a-e) Implementation of the project will not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide importance or forest land, timberland, or timberland zoned Timberland Production; it will not conflict with any agricultural zone or Williamson Act contract, and it will not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or forest land to non-forest use. Development of projects proposed in the future will be analyzed on a project-by-project basis to determine if any could have adverse effects on farmland or forest land.

III. AIR QUALITY Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				X
d) Expose sensitive receptors to substantial pollutant concentrations?				X
e) Create objectionable odors affecting a substantial number of people?				X

Response:

The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts to air quality were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and does not affect air quality. Future development projects may be required to submit site-specific environmental documentation with a planning application.

a-d) Implementation of the project will not conflict with any air quality plan or adversely affect air

quality or expose sensitive receptors to substantial pollutant concentrations. Any potential adverse effects to air quality from future projects will be addressed in project-specific environmental documentation.

e) Implementation of the HE will not generate objectionable odors that may adversely affect substantial numbers of people.

IV. BIOLOGICAL RESOURCES Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Response:

The adoption of the City's Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts to biological resources were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and does not affect biological resources. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a-e) Implementation of the Housing Element will not result in impacts to any species, riparian habitat, other sensitive natural community, federally protected wetland, habitat corridor, or biological resource. Should any future project be proposed that could have potential impacts to biological resources, they will be addressed with a separate project-specific environmental analysis.

f) There is no Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan applicable to the City of Dinuba.

V. CULTURAL RESOURCES Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X

Response:

Potential impacts to historical resources were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low, low- and moderate-income households and does not affect air quality. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a-d) There are no known or reported historic, archaeological, or paleontological resources that may be affected by new residential development constructed during the HE planning period. Grading and excavation during construction, however, may result in the inadvertent discovery of previously unknown resources. Historic structures that could be impacted by a specific project will be addressed by environmental documentation required for that project. Implementation of mitigation measures contained in the 2007 General Plan EIR Mitigation Measures during construction activities will avoid, minimize, or mitigate to a less than significant level of potential impacts to inadvertently discovered resources.

VI. GEOLOGY/SOILS Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				X
iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?				X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

Response:

The adoption of the City's Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts associated with soils, geology, and geological risks associated with new development in Dinuba were described and analyzed in the 2007 General Plan EIR. No additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and does not affect geological resources. Future development projects may be required to submit project-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a: i, ii, iii, iv, b), c) There are no known or reported active faults in the Dinuba area as delineated on the most recent Alquist-Priolo Earthquake Fault Zone Map issued by the State Geologist for the area or based on other substantial evidence of known faults (e.g., California Division of Mines and Geology SP-42) that have the potential to result in surface fault rupture. The closest known fault to the project area is the Coalinga Fault located approximately 60 miles southwest of the project area. The area is located within a flat area, therefore landslides will not occur.

d) Implementation of the project will not require development to be located on expansive soils.

e) New residential units constructed during the HE planning period will be required to connect to the City of Dinuba sanitary sewer system. Implementation of the project will have no effect on soils.

VII. GREENHOUSE GAS EMISSIONS Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
b) Conflict with applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
<p><i>Response:</i></p> <p>The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.</p> <p>a), b) The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households, and will not generate greenhouse gas emissions or conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gas emissions. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies that will include an analysis on potential impacts to greenhouse gas emissions. Additionally, with the implementation of SB 375, which is intended to reduce greenhouse gas emissions, the City has considered the location of future housing in relationship to services, schools, and jobs to reduce vehicle miles traveled.</p>				

VIII. HAZARDS & HAZARDOUS MATERIALS Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation				X

plan?				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Response:

The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts associated with hazards and hazardous materials were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and does not affect hazards and hazardous materials. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a) The implementation of the project will not require transportation, use, or disposal of hazardous materials.

b) Implementation of the project will not result in conditions in which hazardous materials may be discharged to the environment.

c) There are numerous school located in Dinuba within ¼ mile of potential housing development. However, implementation of the project will not result in conditions in which hazardous materials may be discharged into the environment.

d) There are two (2) known active hazardous cleanup sites listed on the California Department of Toxic Substances EnviroStor database within the entire Dinuba General Plan planning Area. However, as the Housing Element is a policy document, implementation of the project will not have an adverse effect on hazardous materials. Should development be proposed in an area that is not suitable because of the existence of hazardous materials, the potential impacts would be analyzed in a project-specific environmental document.

e) There are no public or private airports, air strips, or airport land use plans that may be affected by implementation of the project.

g-h) Implementation of the project will not expose people and structures to a significant risk of loss, injury or death involving wildfire hazards nor affect emergency response and evacuation plans.

IX. HYDROLOGY/WATER QUALITY Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				X
f) Otherwise substantially degrade water quality?				X

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X

Response:

The adoption of the City's Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts associated with hydrology/water quality as required for new development in Dinuba were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and does not affect hydrology/water quality. Future development projects may be required to submit project-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a) Implementation of the project will not violate any water quality standard or waste discharge requirements.

b) Implementation of the project will not require the use of groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted).

c-d) Implementation of the project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

e) Implementation of the project would not require creation of or contribution to runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff. As development occurs, project-specific environmental documentation will include City policies already in place that require developers of land to construct storm water drainage systems to accommodate potential runoff as a result of their project(s). These policies will apply to any new residential construction that would occur during and beyond the HE planning period.

f) Implementation of the project will not include the use of water resources, and will not result in the degradation of water quality.

g-i) Implementation of the project will not result in design or development of a specific project. Future development projects that require environmental documentation will include City policies that are contained in the General Plan or in Development Standards that contain flood location criteria for all development. As there are no dams or levees within or near Dinuba, flooding as a result of the failure of a levee or dam water is not possible.

X. LAND USE/PLANNING Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Response:

The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts to land use and planning associated with new residential development in Dinuba were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and would not adversely affect land use and planning. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a) Implementation of the project would not physically divide an established community.

b) Policies contained in the General Plan and HE are internally consistent. Other policies include applicable land use plans, policies, and regulations of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.

c) Implementation of the project will not conflict with any applicable habitat conservation plan or natural community conservation plan.

XI. MINERAL RESOURCES Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
<p><i>Response:</i></p> <p>The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.</p> <p>Potential impacts to mineral resources associated with new residential development in Dinuba were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and would not adversely affect mineral resources. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.</p> <p>a-b) Implementation of the project will not result in the loss of availability of a known mineral resource nor will it result in the loss of availability of a mineral resource recovery site.</p>				

XII. NOISE Would the project result in:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

Response:

The adoption of the City's Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Because the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an

assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts to noise associated with new development in Dinuba were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and would not adversely affect the noise environment. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a-d). Implementation of the project will not result in noise levels that would be in excess of standards established in the Noise Ordinance. New residential construction during the HE planning period may result in temporary construction-related noise that will be evaluated in project-specific environmental documents.

e-f) As there are no public or private airports within or in the vicinity of Dinuba, the project would not be adversely affected.

XIII. POPULATION/HOUSING Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Response:

The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts to population and housing associated with new development in Dinuba were described and analyzed in the 2007 General Plan EIR. No additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and so will directly affect population and housing in Dinuba. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a) The implementation of the project would result in changes to policies that encourage the development of homes to meet the Regional Housing Needs Allocation (RHNA). The future availability of affordable housing is expected to address housing needs at the levels anticipated by the RHNA Plan, as estimated by the Tulare County Council of Governments. A significant increase in population will not result from implementation of the project.

b-c) Implementation of the project will not, directly or indirectly, displace any existing housing or displace any people.

XIV. PUBLIC SERVICES	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				X
Fire protection?				X
Police protection?				X
Schools?				X
Parks?				X
Other public facilities?				X
<p><i>Response:</i></p> <p>The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.</p> <p>Potential impacts to public services and facilities associated with new development in Dinuba were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and so will directly affect public services and facilities in Dinuba. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.</p>				

a) The HE is consistent with General Plan goals, policies, and land uses to support new residential development to meet the RHNA identified for Dinuba. Any increased need for services resulting from proposed development of residential units will be addressed in the environmental documentation that is required on a project-by-project basis. Also, although the Housing Element is intended to encourage development of housing to meet the anticipated population growth as stated in the RHNA Plan, mechanisms are in place to ensure that new development pays its proportional share of development impact fees such as System Development Charges for sanitary sewer, storm water drainage, potable water, parks, and fire protection. The fees reduce potential impacts to public services and facilities associated with new residential development that will be constructed during and beyond the HE planning period. Thus, the HE will not have an adverse impact nor result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services.

XV. RECREATION	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

Response:

The adoption of the City’s Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts to recreation resources associated with new development in Dinuba were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and consequently will result in increased population thereby directly affecting recreation resources in Dinuba. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a-b) The HE is consistent with General Plan goals, policies, and land uses to support new residential development to meet the RHNA identified for Dinuba. The General Plan includes adequate open space and recreational facilities to maintain existing recreational facilities at accepted service levels. Environmental documentation for new housing development projects will address any increased need for recreational facilities on a project-by-project basis. Implementation of the project will not directly increase the use or the need for recreational facilities within the City.

XVI. TRANSPORTATION/TRAFFIC Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				X
b) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the City for designated roads or highways?				X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e) Result in inadequate emergency access?				X
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X

Response:

The adoption of the City's Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts to transportation, traffic, and circulation associated with new development in Dinuba were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and does not directly affect traffic. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a-b) The proposed Housing Element will not conflict with the General Plan or other ordinance or policy or applicable congestion management plan. Any potential conflicts with applicable plans, ordinances, or policies, or to the an applicable congestion management program or other standards established by the City or by Tulare County resulting from future development plans will be addressed in a project-specific environmental document.

c) There are no public or private airports, airstrips, or airport traffic patterns that may be affected by the implementation of the project.

d) Implementation of the project will not result in an increase of hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). Dinuba's street system is developed as a typical grid system. Some newer subdivisions have incorporated cul-de-sacs; however, there are no existing or planned street designs that would incorporate sharp curves or dangerous intersections.

e) Implementation of the project will not result in inadequate emergency access.

f) As the Housing Element does not conflict with the General Plan, implementation of the project will not conflict with other adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

XVII. UTILITIES/SERVICE SYSTEMS Would the project:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

Response:

The adoption of the City's Housing Element will implement policies and programs supporting improvements to housing conditions in the City. Since the Housing Element is a policy level document, the Housing Element does not include any specific project sites that would enable an assessment of potential site specific impacts that may result with future housing development proposals. Therefore, a case-by-case review of future housing projects will be needed to ensure that the projects are consistent with CEQA Guidelines and all General Plan goals, objectives, and policies.

Potential impacts to utilities and service systems associated with new development in Dinuba were described and analyzed in the 2007 General Plan EIR and no additional potential impacts are identified in the implementation of the HE. The HE contains housing policies and programs to assist in providing housing opportunities to extremely low-, very low-, low-, and moderate-income households and consequently will directly result in increased demands on utilities and services. Future development projects may be required to submit site-specific environmental documentation, studies, and permitting with resource agencies with a planning application.

a-g) Current utilities and services providers to the City of Dinuba have sufficient capacity to provide services to new residential development with new or existing infrastructure or delivery systems. Environmental documents prepared on a project-specific basis will address any potential increase in demand for utilities and service systems, including potable water, wastewater treatment, flood control, and solid waste disposal. All future projects will be reviewed through the City's Design Review Committee process, site plan review process, and policies addressing payment of appropriate fair share System Development Charges (impact fees) for both land and building impacts. Implementation of the project will not have adverse impacts on utilities and service systems within the City.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Potentially Significant Impact Unless Mitigated	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively Considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?				X
<p>a), b) As the project includes only implementation of the Housing Element, considered to be a “policy document,” it does not have the potential to affect biological resources or to substantially degrade the quality of the environment. Policies included in the Housing Element update are intended to address the housing needs as determined in the RHNA Plan. Any potential adverse affects to the environment, including achievement of short term goals to the disadvantage of long-term goals, will be addressed in project-specific environmental documents prepared for residential development projects during the planning phase of each project.</p> <p>c) Implementation of the project will not have environmental effects that are individually limited but cumulatively considerable. Only when specific development projects are proposed can the potential cumulative effects be determined, and to attempt to determine cumulative impacts based solely on the implementation of the Housing Element update would be speculative.</p>				

d) Implementation of the project will not result in environmental impacts that will have a direct or indirect adverse impact on human beings.



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1

VICE-MAYOR MAYOR
Scott Harness, Dist. 3

DEPARTMENT: CITY MANAGER

COUNCIL MEMBER
Maribel Reynosa, Dist. 2

COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING
DATE: NOVEMBER 10, 2015

To: Mayor and City Council
From: Luis Patlan, City Manager
Subject: Letter of Intent (LOI) with Woodside Homes for the Purchase of Ridge Creek Ranch Subdivision (APN: 012-023-033, 012-023-048, 012-024-035 and 012-024-039)

RECOMMENDATION

Council enter into a non-binding Letter of Intent (LOI) with Woodside Homes for the Purchase of Ridge Creek Ranch Subdivision consisting of 58.55 acres and authorize the City Manager to execute the LOI.

EXECUTIVE SUMMARY

The City of Dinuba received a Letter of Intent (LOI) from Woodside Homes dated November 2, 2015, to purchase the Ridge Creek Ranch Subdivision consisting of 170 single-family lots on approximately 58.55 acres adjacent to the City-owned golf course. A copy of the LOI is enclosed as Attachment 'A'. Woodside Homes is a national homebuilder based in Utah with a Central Valley Division office located in Fresno, CA. The builder is proposing to acquire the property in two phases for a total of \$731,905, subject to a City appraisal. Upon execution of the LOI, Woodside Homes will have 10 days to prepare a full Purchase and Sale Agreement for review by the City. A final version of the Agreement will be presented to the City Council for consideration at a later date.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba purchased approximately 58.55 acres along the western border of the Ridge Creek Golf Course for development as a residential subdivision. The City subsequently prepared and approved a vesting tentative tract map (as amended) subdividing the property into 170 single-family lots. The goal is to sell the land and the tentative map to a builder for the construction of move-up or executive-level housing. The subdivision includes a mix of lots sizes ranging from 6,000 square feet up to 10,000 square feet. A copy of the vesting tentative tract is enclosed herein as Attachment 'B'.

The City has marketed the property for sale since 2006. Although several builders/developer have showed interest in the property, the collapse of the housing market followed by the Great Recession limited the marketability of the property. The housing sector has been slow to

recover, despite historically low interest rates. However, positive job growth coupled with an improving economy and limited supply of new housing is beginning to stimulate the local housing sector.

Staff begin preliminary discussions with Woodside Homes a couple of months ago regarding the Ridge Creek Ranch Subdivision. Woodside Homes is interested in the property and has followed up with a Letter of Intent to purchase and develop the property. Woodside Homes is a Utah-based, privately-held home builder that has constructed and sold more than 40,000 homes throughout Arizona, California, Nevada, Texas and Utah. Builder magazine ranked Woodside Homes as the 29th largest homebuilder in the country based on overall revenue. Woodside Homes is a reputable builder with the financial capacity and proven track record to develop the Ridge Creek Ranch Subdivision.

Woodside Homes has a Central Valley Division located in Fresno, CA. The Central Valley Division is aggressively pursuing building opportunities in the Valley from Stockton to Bakersfield. The company currently has active projects in Clovis, Flower, Visalia, Hanford, Tulare and Bakersfield. Staff toured homes in Fowler and Bakersfield with Chris Williams, President, and Matt Smith, Land Acquisition Manager for Woodside Homes, Central Valley Division. Homes in these subdivisions range in size from 1,920 square feet up to 3,707 square feet with price points from \$280,990 up to \$422,990. Each floor plan features a choice of four elevations and multiple interior options to choose from.

Under the terms of the LOI, Woodside Homes is proposing to purchase the 58.55 acres in two phases for a total of \$731,905. Phase I consists of 38.54 gross acres (\$481,750) and includes 78 lots. Phase II consists of 20.1 gross acres (\$250,125) and includes 92 lots. If approved, Woodside Homes will prepare a Purchase and Sale Agreement (PSA) within ten days from the date the LOI is executed. The PSA will include terms and conditions of the sale and development of the subdivision. Woodside Homes will make a refundable deposit of \$100,000 into escrow upon execution of the PSA. They are proposing a 120 day feasibility period from the date the PSA is signed to conduct their due diligence and market analysis on the property.

Woodside Homes proposes to purchase and close escrow on Phase I within five (5) days after the expiration of the feasibility period. Phase II would close escrow within the earlier of two years after the sale of the first residence in Phase I or three years after the close of escrow for Phase I.

Staff is proposing one minor change to Paragraph 8 of the LOI relating the Exclusivity Clause. The LOI as written does not have a set timeline for the drafting and acceptance of the Purchase and Sale Agreement. The LOI states that seller and buyer agree to diligently work toward the drafting and acceptance of a PSA "within a commercially reasonable time". Staff is recommending that Paragraph 8 include the following language "within a commercially reaso

Along with the PSA, staff will prepare a Disposition, Development and Participation Agreement (DDA) to guide the development, operation and maintenance of the subdivision. The DDA will include a review and approval of the elevations and floor plans proposed for the subdivision along with the Covenants, Conditions and Restriction (CCRs) for the project. Staff will also include verbiage in the PSA regarding the City having the first right of refusal to purchase any

remaining lots at a predetermined price should Woodside Homes wish to sell any of the finished lots.

If approved by the City Council, City staff will work closely with Woodside Homes in the coming months on the terms and conditions of the PSA and DDA. Again, the LOI is non-binding on the City and Woodside Homes. The LOI provides both parties the opportunity to work on the final terms and conditions of the sale and development of the subdivision. Staff will present the PSA and DDA to the City Council for review and approval at a future date.

FISCAL IMPACT

The City of Dinuba would receive proceeds from the sale of the property. The funds would be deposited into the General Fund. The City would also receive annual property taxes from the development of single family homes.

PUBLIC HEARING

None.

Attachments:

- A. Letter of Intent – Woodside Homes
- B. Ridge Creek Ranch Subdivision

Attachment 'A'



November 2, 2015

City of Dinuba
Attn: Mr. Luis Patlan; City Manager
405 E. El Monte Way
Dinuba, CA 93618

Re: Letter of Intent – Approximately 58.55 Gross Acres in Dinuba, CA

Mr. Patlan:

This letter shall constitute a non-binding letter of intent (“LOI”) regarding the purchase, by Woodside 06N, LP (“Buyer”), its nominees or assigns, of approximately 58.55 gross acres located in the City of Dinuba (the “City”), County of Tulare (the “County”), State of California, more specifically known as APNs: 012-023-048, 012-023-033, 012-024-035, and 012-024-039 (the “Property”). This LOI, if accepted shall serve as the basis for a formal binding agreement (the “Agreement”) to be prepared by Buyer. The following are the terms under which Buyer proposes to purchase the Property:

1. **PROPERTY:** The Property, as described above, consists of approximately 58.55 gross acres located in the City.
2. **PURCHASE PRICE/TERMS:** The “Purchase Price” for the Property shall be Twelve Thousand Five Hundred and no/100ths Dollars (\$12,500.00) per gross acre subject to the City’s acceptance of this price after receipt of an appraisal on the Property. The purchase of the Property will occur in two (2) phases (each a “Phase” and collectively, the “Phases”). The “First Phase” shall consist of approximately 38.54 gross acres. The “Second Phase” shall consist of approximately 20.01 gross acres. The exact property to be conveyed at the closing of each Phase shall be more fully set forth in the Agreement. Assuming the gross acreages set forth above, the portion of the Purchase Price due at the First Phase closing shall be Four Hundred Eighty One Thousand Seven Hundred Fifty and no/100ths Dollars (\$481,750.00) and the portion of the Purchase Price due at the Second Phase closing shall be Two Hundred Fifty Thousand One Hundred Twenty Five and no/100ths Dollars (\$250,125.00).

The agreed upon Purchase Price shall be payable as follows:

- a. Upon execution of the Agreement to be prepared by Buyer, Buyer shall deposit One Hundred Thousand and no/100ths Dollars (\$100,000.00) in the form of cash or other immediately available funds with escrow agent as an earnest money deposit.
 - b. At the end of the Feasibility Period, described below, and provided Buyer has approved of its review of the Property, the earnest money deposit will become non-refundable except as otherwise provided in the Agreement and will be applicable to the Purchase Price due at each Phase closing on a pro rata basis.
3. **FEASIBILITY:** Buyer shall have one hundred twenty (120) days after the full execution of the Agreement (the “Feasibility Period”) to conduct such studies, tests, and analysis as Buyer deems appropriate to determine whether the Property can be utilized in accordance with the



Attachment 'A' (Cont'd)

Mr. Patlan
November 2, 2015
Page 2

Buyer's objectives. If Buyer determines, in its sole and absolute discretion, during such Feasibility Period that the Property does not or will not meet Buyer's approval criteria, then Buyer will be entitled to terminate the escrow and receive a refund of its earnest money.

4. **CLOSE OF ESCROW:** The close of escrow for the First Phase shall take place within five (5) business days after the expiration of the Feasibility Period. The close of escrow for the Second Phase shall take place within the earlier of: (i) two (2) years after the sale of the first residence in the First Phase to a member of the home buying public or (ii) three (3) years after the close of escrow for the First Phase. Notwithstanding the foregoing, if (ii) of the preceding sentence occurs prior to (i), Buyer may elect to deposit an additional Ten Thousand and no/100ths Dollars (\$10,000.00) with escrow agent as an additional earnest money deposit and concurrent therewith the Second Phase closing shall be extended to the earlier of: (i) two (2) years after the sale of the first residence in the First Phase to a member of the home buying public or (ii) four (4) years after the close of escrow for the First Phase. In any event, Buyer shall provide Seller with written notice at least thirty (30) days prior to the close of escrow for the Second Phase.

5. **TITLE INSURANCE AND ESCROW AGENT:** A mutually agreed upon escrow agent shall serve as escrow agent and shall provide title insurance. Seller shall pay for the standard coverage portion thereof; insuring, in the amount of the Purchase Price, good and merchantable title to the Property.

6. **CLOSING COSTS AND COMMISSION:** Normal costs associated with the closing, including the aforementioned title insurance, recording fees and transfer fees shall be paid for by the Seller. Buyer shall pay a real estate commission to Rick Telegan and George Ouzounian via separate agreement. Said real estate commission will only be payable upon the successful close of escrow for each Phase.

7. **BUYER'S CONDITIONS TO CLOSE:** Buyer and Seller agree to use good faith efforts to negotiate the form of the development agreement for the Property prior to the expiration of the Feasibility Period. Prior to the close of escrow for the First Phase, Buyer at Buyer's sole cost and expense, shall have obtained a final map for the First Phase property consistent with Buyer's intended use thereof with conditions of approval reasonably acceptable to Buyer, and the same shall be ready to record. Prior to the close of escrow for the Second Phase, Buyer at Buyer's sole cost and expense, shall have obtained a final map for the Second Phase property consistent with Buyer's intended use thereof with conditions of approval reasonably acceptable to Buyer, and the same shall be ready to record. Buyer shall use good faith efforts to process the final maps for the First and Second Phases. Seller agrees to cooperate with the Buyer in the securing of the entitlements on the First and Second Phase properties including, but not limited to, the timely delivery of necessary approvals, all at no material cost to Seller. Prior to the close of escrow for each Phase, Seller shall cause the property to be conveyed at such Phase closing to be a separate legally conveyable parcel in accordance with the State of California Subdivision Map Act.

8. **EXCLUSIVITY CLAUSE:** If the above mentioned terms are acceptable, Seller agrees to diligently work with Buyer toward the drafting and acceptance of an Agreement within a commercially reasonable time and to not consider any other offers during the time such Agreement is being drafted and negotiated, not to exceed ten (10) business days after acceptance of this LOI. Upon the signature of this LOI, Buyer will instruct its attorney to prepare a draft Agreement for review by Seller. This provision and only this provision of this LOI shall be binding on both Buyer and Seller.

Attachment 'A' (Cont'd)

Mr. Patlan
November 2, 2015
Page 3

This LOI is valid until 5:00 p.m. on November 13, 2015.

Sincerely,

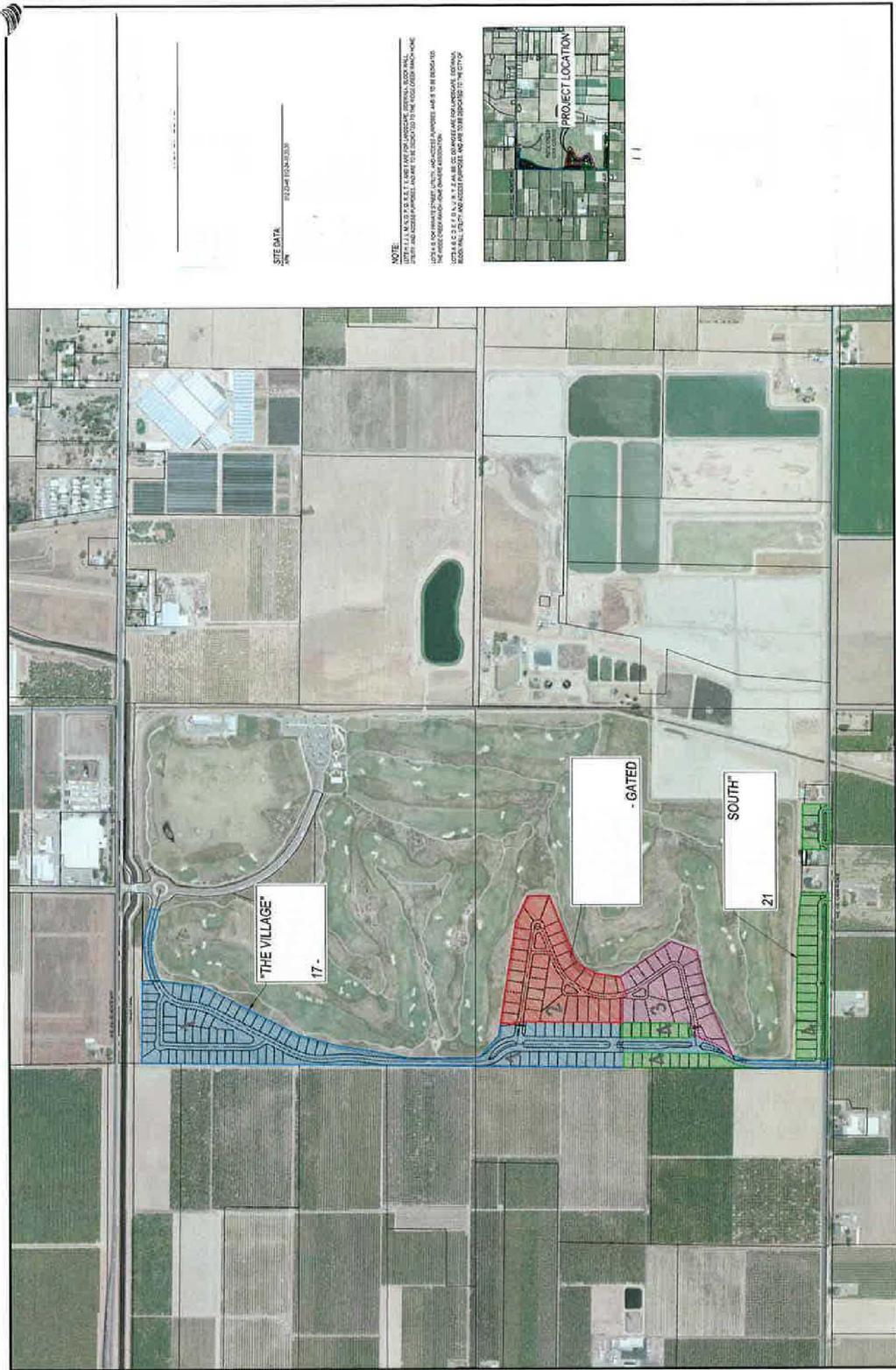


Matt Smith
Land Acquisition Manager

ACCEPTED and APPROVED this _____ day of _____, 2015.

By Seller: _____

Attachment 'B'





City Council Staff Report

MAYOR

Emilio Morales, Dist. 1

VICE-MAYOR MAYOR

Scott Harness, Dist. 3

DEPARTMENT: PUBLIC WORKS

COUNCIL MEMBER

Maribel Reynosa, Dist. 2

COUNCIL MEMBER

Mike Smith, Dist. 5

COUNCIL MEMBER

Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING

DATE: NOVEMBER 10, 2015

To: Mayor and City Council
From: Blanca Beltran, Public Works Director
Subject: Administrative Policy 15-01 Amending Water Conservation Guidelines

RECOMMENDATION

Council receive informational item on Administrative Policy No. 15-01 amending Water Conservation Guidelines establishing a winter watering schedule.

EXECUTIVE SUMMARY

The City of Dinuba adopted Ordinance No. 723 in 1989 setting forth the City's water conservation regulations. Section 13.04.100 of Ordinance No. 723 authorizes the Public Works Director to establish water conservation guidelines to include a scheduling system designating allowed days for irrigation by customers. The Water Conservation Guidelines were adopted by Administrative Policy No. 89-3. The guidelines have not been updated since 1989 and do not reflect the current state of emergency regarding water reduction mandates established by the State. Administrative Policy No. 15-01 amends the current Water Conservation Guidelines to include winter and summer watering schedules in an effort to achieve mandated water reduction targets. The winter watering schedule will be from November 1st through April 30th, with odd addresses limited to watering only on Saturday and even addresses limited to watering only on Sunday. The winter watering schedule will take effect December 1, 2015.

OUTSTANDING ISSUES

None.

DISCUSSION

The State of California is in a fourth year of a drought, which promoted Governor Brown to issue an Executive Order on April 1, 2015, mandating that all water suppliers reduce water usage by an average of 25%. On May 5, 2015, the State Water Resources Control Board (SWRCB) adopted mandatory water reduction targets for all water supplier statewide. Under the emergency regulations, the City of Dinuba is mandated to reduce water usage by 32%. The water reduction targets took effect June 1, 2015.

As a result of the Executive Order, the City implemented Stage 3 Mandatory Water Conservation Compliance limiting outdoor watering to two days per week effective June 1, 2015.

The City of Dinuba, with the cooperation of its residents, exceeded the mandatory water reduction target of 32% for the months of June (37.45%), July (38.94%) and August (33.68%). However, the City reported water reductions of 27% and 25% in September and October. Fortunately, the cumulative water reductions for the months of June through October is 32.71%. It is unclear what enforcement penalties the State will impose on those cities that do not achieve the mandatory water reduction targets.

As we enter the winter months, many cities have limited watering to one day per week. The existing Water Conservation Guidelines do not include a winter watering schedule. In hopes of achieving the water reduction targets, staff is proposing to amend the Water Conservation Guidelines to establish a winter watering schedule limiting watering to one day per week from November 1st through April 30th. Odd numbered addresses would be limited to watering only on Saturday and even numbered addresses would be limited to watering only on Sunday. Watering will be permitted between the hours of 9:00 a.m. and 6:00 p.m., with no watering allowed Monday through Friday. The winter watering schedule for this year will become effective December 1, 2015.

The amendments to the Water Conservation Guidelines are reflected in *italics* and is enclosed herein as Attachment 'A'. Staff will notify the public through the Dinuba Sentinel, Facebook, City website, City newsletter, and Alert TC. In addition, copies of the Water Conservation Guidelines will be available at City Hall, Public Works, Alta Irrigation District, and the Library.

Staff intends to evaluate Ordinance 732 in the coming months and propose amendments to the ordinance in early 2016 that reflect the current state of conditions regarding the drought and water conservation efforts mandated by the State of California.

FISCAL IMPACT

Revenues in the water fund may drop as customers reduce water usage.

PUBLIC HEARING

None required.

Attachments:

- A. Administrative Policy 15-01 Amending Water Conservation Guidelines

Attachment 'A'

**ADMINISTRATIVE POLICY NO. 15-01
AMENDING WATER CONSERVATION GUIDELINES (AP No. 89-3)
IMPLEMENTING WATER CONSERVATION
ORDINANCE NO. 723 OF THE CITY OF DINUBA**

WHEREAS, the City of Dinuba adopted Ordinance No. 723 setting forth water conservation regulations, and

WHEREAS, the Director of Public Works adopted Administrative Policy No. 89-03, as amended, establishing water conservation guidelines for implementing Water Conservation Ordinance No. 723, and

WHEREAS, Governor Jerry Brown issued Executive Order B-29-15 proclaiming a Continued State of Emergency to exist throughout the State of California due to the ongoing drought and mandating that all water suppliers and cities achieve a statewide 25% reduction in potable water usage through February 28, 2016; and

WHEREAS, the Executive Order authorized the State Water Resources Control Board to implement emergency regulations to achieve water conservation targets; and

WHEREAS, the State Water Resources Control Board mandated that the City of Dinuba reduce its water usage by 32% compared to the amount used in 2013 effective June 1, 2015; and

WHEREAS, the Director of Public Works is proposing amendments to the Water Conservation Guidelines to establish a winter watering schedule to achieve the mandated water reduction targets set forth by the State Water Resources Control Board.

NOW, THEREFORE BE IT RESOLVED that the Director of Public Works, after review and concurrence by the City Manager, hereby adopts Administrative Policy No. 15-01 amending the Water Conservation Guidelines established by Administrative Policy No. 89-3, as set forth herein.

SECTION 1: Compliance with subsection A – C of Section 13.05.050 is required at all times. Restrictions set forth in subsection D of Section 13.04.090 shall be requested annually from May 1, or earlier as determined by the prior winter water conditions, and shall be in effect through September 30. Compliance with subsection D restrictions may be extended beyond September 30, depending on actual water conditions or with implementation of water conservation stages.

SECTION 2: Designated days for outdoor watering for compliance with Executive Order No.B-29-15 issued by Governor Jerry Brown are as follows:

WINTER WATERING SCHEDULE – November 1st through April 30th

Outdoor irrigation is limited to one day per week between the hours of 9:00 a.m. and 6:00 p.m. on designated days as follows:

- (a) Designated days for odd – numbered addresses are Saturdays only.*
- (b) Designated days for even – numbered addresses are Sundays only.*
- (c) No outdoor watering on Monday through Friday.*

SUMMER WATERING SCHEDULE – May 1st through October 31st

Outdoor irrigation is limited to two days per week between the hours of 8:00 p.m. and 6:00 a.m. on designated days as follows:

- (d) Designated days for odd – numbered addresses are Tuesdays and Saturdays only.*
- (e) Designated days for even – numbered addresses are Wednesdays and Sundays only.*
- (f) No watering on Monday, Thursday and Friday.*

SECTION 3: The City Manager, Director of Public Works Department, or his/her designee shall determine that conditions warrant implementation and termination of the various conservation stages set forth in Section 13.05.060 of the ordinance. The triggering events for each shall be as follows:

Stage 1: Voluntary Conservation

In addition to the restrictions stipulated in Section 13.05.050 of the Water Conservation Ordinance, voluntary conservation shall be encouraged at all times.

Stage 2: Mandatory Compliance - Water Alert

This stage will be implemented upon request from the Director of Public Works Department, to mitigate a temporary shortfall in water delivery capacity due to mechanical failure or localized groundwater contamination, or to help mitigate a reduction in water table elevation resulting from drought. An order from the State government to conserve water in the event of drought conditions shall also trigger this stage.

Stage 3: Mandatory Compliance - Water Emergency

This stage will be implemented upon request from the Public Works Director and Alta Irrigation District or the State of California, to mitigate a serious drop in water

table elevations within the aquifer serving the City of Dinuba, or a major line break, or pump or system failures which causes unprecedented loss of capability to provide services.

Requirements for Termination of Stage 2 & 3: Stage 3 shall be terminated when all of the conditions listed as triggering events have ceased to exist for a period of five (5) consecutive days, *as follows*:

Upon termination of Stage 3, Stage 2 becomes operative.

Upon termination of Stage 2, Stage 1 becomes operative.

SECTION 4: Any of the above conditions may be adjusted to reflect changes in the water system at the discretion of the Director of Public Works Department and with the concurrence of the City Manager. In the event of non-concurrence, the Council will have final authority.

SECTION 5: Upon implementation of a water conservation stage, all water use restrictions shall apply to City of Dinuba departments except where the following more stringent restrictions are imposed as a result of this administrative policy.

Stage 2: Water Alert:

The following restrictions, as well as those outlined in the ordinance for Stage 2, if not less restrictive, shall apply to the City of Dinuba departments:

- (a) Watering of shrubbery, trees, lawns, grasses, plants or other vegetation of any types of mobile equipment is prohibited unless the health, safety, and welfare of the public is contingent upon frequent cleansings such as garbage trucks and emergency vehicles.
- (b) Permanently installed automatic sprinkler systems shall be used shall be used only between the hours of 12:00 midnight and 7:00 a.m. on Mondays, Wednesdays, and Fridays.

SECTION 6: Enforcement of Section 5 in these policies shall be at the discretion of the City Manager.

ADOPTED: _____, 2015

By: _____
Blanca Beltran, Director of Public Work



City Council Staff Report

MAYOR
Emilio Morales, Dist. 1

VICE-MAYOR MAYOR
Scott Harness, Dist. 3

DEPARTMENT: ENGINEERING

COUNCIL MEMBER
Maribel Reynosa, Dist. 2

COUNCIL MEMBER
Mike Smith, Dist. 5

COUNCIL MEMBER
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING
DATE: NOVEMBER 10, 2015

To: Mayor and City Council
From: Dean K. Uota, PE, City Engineer
Subject: Approval of Memorandum of Understanding (MOU) forming the Kings River East Groundwater Sustainability Agency (GSA)

RECOMMENDATION

Council approves the Memorandum of Understanding (MOU) forming the Kings River East Groundwater Sustainability Agency and authorizes the City Manager to execute the MOU.

EXECUTIVE SUMMARY

The Alta Irrigation District (AID) has taken the lead to organize the formation of the Groundwater Sustainability Agency (GSA) for the Kings River East Basin in compliance with the Sustainable Groundwater Management Act (SGMA). The SGMA requires local agencies to prepare and adopt groundwater sustainability plans in order to manage and regulate groundwater in underlying groundwater basins that would consider the interests of all beneficial uses and users of groundwater within the boundaries of the GSA.

OUTSTANDING ISSUES

None.

DISCUSSION

The State of California enacted landmark legislation in 2014 known as the Sustainable Groundwater Management Act (SGMA). The legislation provides a framework for sustainable management of groundwater supplies by local authorities, with a limited role for state intervention only if necessary to protect the resource.

The act requires the formation of local groundwater sustainability agencies (GSAs) that must assess conditions in their local water basins and adopt locally-based management plans. The act provides substantial time – 20 years – for GSAs to implement plans and achieve long-term groundwater sustainability. The plan is intended to ensure a reliable water supply for California for years to come.

The Sustainable Groundwater Management Act provides local GSAs with tools and authority to:

- Require registration of groundwater wells
- Measure and manage ground water extractions
- Require reports and assess fees
- Request revisions of basin boundaries, including establishing new subbasins

GSAs responsible for high- and medium-priority basins must adopt groundwater sustainability plans within five to seven years, depending on whether the basin is in critical overdraft. Agencies may adopt a single plan covering an entire basin or combine a number of plans created by multiple agencies. Preparation of groundwater sustainability plans is exempt from CEQA.

Plans must include a physical description of the basin, including groundwater levels, groundwater quality, subsidence, information on groundwater-surface water interaction, data on historical and projected water demands and supplies, monitoring and management provisions, and a description of how the plan will affect other plans, including city and county general plans. Plans will be evaluated every five years.

The State Water Resources Control Board may intervene if a GSA is not formed or it fails to adopt or implement compliant plans by certain dates.

Key implementation dates:

- June 30, 2017: Local groundwater sustainability agencies formed.
- Jan. 31, 2020: Groundwater sustainability plans adopted for critically overdrafted basins.
- Jan. 31, 2022: Groundwater sustainability plans adopted for high- and medium-priority basins not currently in overdraft.
- 20 years after adoption: All high- and medium-priority groundwater basins must achieve sustainability.

Formation of GSA

Under the proposed MOU, the local agencies propose to establish on or before January 1, 2017 either a joint powers authority or a special act district to act as the GSA to prepare a Groundwater Sustainability Plan to include the Kings subbasin as it is currently defined by the California Department of Water Resources.

The local agencies participating in the GSA include the County of Tulare, the County of Fresno, the City of Orange Cove, the City of Reedley, the City of Dinuba, Orange Cove Irrigation District, Alta Irrigation District, Hills Valley Irrigation District, Tri-Valley Water District, Cutler Public Utility District, East Orosi Community Services District, London Community Services District, Orosi Public Utility District and Sultana Community Services District.

A GSA will be governed by a seven-member board of directors consisting of one representative from the following:

1. One member chosen by the Alta Irrigation District.
2. One member shall be chosen by the County of Fresno.
3. One member shall be chosen by the County of Tulare.

4. One member shall be chosen by the Cities.
5. One member shall be chosen by Hills Valley Irrigation District, Orange Cove Irrigation District, and Tri-Valley Water District.
6. One member shall be chosen by Cutler Public Utility District, East Orosi Community Services District, London Community Services District, Orosi Public Utility District, Sultana Community Services District.
7. One member shall be chosen by four of the six GSA governing board to represent the agricultural interest within the territory of the GSA as nominated from the Fresno County Farm Bureau, Tulare County Farm Bureau, and California Citrus Mutual.

The GSA shall develop and implement a groundwater sustainability plan pursuant to SGMA for the purpose of regulating, conserving, managing, and controlling the use and extraction of groundwater within the territory of the GSA.

The boundaries of the GSA would include all land located within the exterior perimeter boundaries of Alta Irrigation District within the Counties of Fresno and Tulare, the Orange Cove Irrigation District, the Hills Valley Irrigation District, and the Tri-Valley Water District overlying the San Joaquin Valley Basin Kings Subbasin as described in the report by the Department of Water Resources. AID recommends the East Kings Sub-Basin boundary due to its hydrological similarities and ability to be sustainable.

Administrative Costs

AID estimates that the initial administrative costs to be incurred in connection with formation of the GSA will be approximately \$15,000, including, legal and other professional services concerning, among other things, issues with respect to funding and formation. The initial administrative costs shall be borne in the following proportions:

Alta	20%	\$3,000
County of Tulare	20%	\$3,000
County of Fresno	20%	\$3,000
Cities (Dinuba, Reedley & Orange Cove)	20%	\$3,000
Irrigation Districts collectively	20%	\$3,000

The Cities of Dinuba, Reedley and Orange Cove will each pay \$1,000.

In summary, the primary purposes of this MOU are to (i) facilitate a cooperative and ongoing working relationship among the Parties and other stakeholders and water users in an effort to establish a GSA in order to develop and implement mutually beneficial approaches and strategies for implementing the SGMA in the Basin; and (ii) facilitate contacts with other agencies, both current and prospective, overlying the Basin so that they can coordinate with the GSA to implement the GSP and to satisfy the requirements of the SGMA.

FISCAL IMPACT

There is an estimated IAC of \$15,000 to be divided equally among the five Steering Committee groups including the Alta Irrigation District, County of Tulare, County of Fresno, Cities (Dinuba,

Orange Cove and Reedley), and Irrigation Districts. Therefore, the Dinuba share of this IAC will be \$1,000.

PUBLIC HEARING

None

Attachments:

- A. Memorandum of Understanding

Attachment 'A'

**MEMORANDUM OF UNDERSTANDING
FOR IMPLEMENTATION OF THE
SUSTAINABLE GROUNDWATER MANAGEMENT ACT
IN THE KINGS GROUNDWATER BASIN
BY SUPPORTING FORMATION OF A
KINGS RIVER EAST GROUNDWATER SUSTAINABILITY AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and effective as of the earlier of (i) the date on which all of the member agencies listed below have executed this MOU, or (ii) March 1, 2016 (on which date this MOU will be binding upon and inure to the benefit of only those member agencies signatory hereto), by and between the County of Tulare, the County of Fresno, the City of Orange Cove, the City of Reedley, the City of Dinuba, Orange Cove Irrigation District, Alta Irrigation District, Hills Valley Irrigation District, Tri-Valley Water District, Cutler Public Utility District, East Orosi Community Services District, London Community Services District, Orosi Public Utility District and Sultana Community Services District. Representatives of entities and organizations that are not public agencies will form an advisory committee to consult with the signatories of this MOU with respect to implementing the goals expressed herein (each entity that has executed this MOU on or before the Effective Date being hereinafter referred to individually as a "Party" and collectively as the "Parties"), with reference to the following facts:

A. The State of California has enacted the Sustainable Groundwater Management Act (contained in SB 1168, AB 1739 and SB 1319), referred to in this MOU as the "Act," pursuant to which certain local agencies and parties to a memorandum of understanding or other legal agreements may become "groundwater sustainability agencies" and adopt "groundwater sustainability plans" in order to manage and regulate groundwater in underlying groundwater basins. (The Act defines "basin" as a basin or subbasin identified and defined in California Department of Water Resources Bulletin 118.) Some of the Parties are local agencies qualified to become a groundwater sustainability agency and adopt a groundwater sustainability plan under the Act, but prefer to establish a separate authority, which will become a groundwater sustainability agency operating in accordance with the Act.

B. Multiple local agencies overlying a single groundwater basin or subbasin may adopt individual groundwater sustainability plans if those plans are coordinated, or may join together to adopt a single plan. The Parties all overlie portions of the Kings Subbasin as it is currently defined by the California Department of Water Resources (the "Basin") and wish to participate in the implementation of the Act specifically within the Basin or specific portions thereof. As a result, coordination and cooperation between them is necessary in order to determine their respective roles and the manner in which they will implement the Act. In addition, other agencies that are qualified to become groundwater sustainability agencies overlie the Basin and have expressed interest in implementation of the Act in the Basin, and the Parties acknowledge the importance of involving those other agencies in the management of groundwater resources in the Basin under the Act. The Parties desire to enter into an agreement that will facilitate the creation of a Groundwater Sustainability Agency; namely the Kings River East Groundwater Sustainability Agency ("GSA"), which would adopt a

Groundwater Sustainability Plan ("GSP") that would consider the interests of all beneficial uses and users of groundwater within the boundaries of the GSA.

C. The Parties wish to establish an agreement and framework for cooperative efforts relative to formation of a GSA in order to implement the Act in the Basin, both with each other and with agencies both current and future, in the Basin interested in implementing the Act, to help ensure that the Act is implemented in the Basin effectively, efficiently, fairly, and at the lowest reasonable cost.

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, the Parties hereto agree as follows:

1. Purposes of MOU. The primary purposes of this MOU are to (i) facilitate a cooperative and ongoing working relationship among the Parties and other stakeholders and water users in an effort to establish a GSA in order to develop and implement mutually beneficial approaches and strategies for implementing the Act in the Basin; and (ii) facilitate contacts with other agencies, both current and prospective, overlying the Basin so that they can coordinate with the GSA to implement the GSP and to satisfy the requirements of the Act.

2. Intent to Advocate the Formation of the GSA; Implementation of the GSP. The Parties intend that this MOU is to express the intent of the Parties on or before January 1, 2017 to establish either a joint powers authority or a special act district to act as the GSA (hereinafter referred to specifically as the "GSA") to prepare for approval the GSP for the area located east of the Kings River and under the jurisdiction of one or more of the Parties in order to implement the GSP applicable to that area. The Parties shall regularly confer with regard to those efforts.

3. Outreach to Other Agencies. In recognition of the importance of involving all interested agencies in the Basin that are or will be involved in efforts to establish the GSA and the GSP under the Act in the management of the Basin in coordination with other agencies in the Basin, as an initial activity under this MOU, the Parties shall develop and implement an outreach plan pursuant to which the Parties will contact other agencies within or near their respective boundaries that may become groundwater sustainability agencies and adopt groundwater sustainability plans under the Act, to invite their participation in activities undertaken in connection herewith.

4. Initial Administrative Costs. Each Party shall bear all costs it incurs with respect to its activities under this MOU, including without limitation, costs relative to the formation of the GSA and activities in which that Party wishes to participate. The Parties estimate that initial administrative costs incurred in connection with this MOU for the joint benefit of all Parties, including, legal and other professional services concerning, among other things, issues with respect to funding and formation ("Initial Administrative Costs"), will be approximately Fifteen Thousand Dollars (\$15,000) as estimated in Table I, attached hereto (see "Table I, MOU Initial Administrative Cost"). The Initial Administrative Costs shall be borne in the following proportions:

Alta	20%
County of Tulare	20%
County of Fresno	20%

Cities (as defined below) collectively	20%
Irrigation Districts (as defined below) collectively	20%

Alta shall act as the fiscal agent ("Fiscal Agent") for the Parties to receive funds and have the authority to determine and pay the Initial Administrative Costs. Upon execution hereof, Alta, the County of Tulare, the County of Fresno, the Cities collectively and the Irrigation Districts collectively shall pay to the Fiscal Agent as a deposit to be held for the account of those Parties the cash sum of Three Thousand Dollars (\$3,000.00) each. Any additional costs and expenses may be authorized only by all the Parties. If so authorized, upon request of the Fiscal Agent along with an accounting of those additional costs for which the Fiscal Agent seeks payment, the Parties listed above shall promptly contribute their respective shares of those additional costs in the proportions specified above.

5. Definitions. Unless otherwise indicated by their context, the definitions set forth in this article govern the interpretation of this MOU.

- 5.1 "Actively and primarily engaged in production of agriculture" means that a person derives at least 75 percent of his or her annual income from production agriculture.
- 5.2 "Alta" means the Alta Irrigation District.
- 5.3 "Aquifer" means a geologic formation or structure that transmits water in sufficient quantities to supply pumping wells or springs.
- 5.4 "Basin" has the same meaning as defined in Section 10721 of the Water Code.
- 5.5 "Board" means the board of directors of the GSA, as more particularly described in Section 6 below.
- 5.6 "Cities" means the Cities of Dinuba, Orange Cove, and Reedley.
- 5.7 "Coordination agreement" has the same meaning as defined in Section 10721 of the Water Code.
- 5.8 "County" means either the County of Fresno or the County of Tulare, as the context requires. "Counties" means the County of Fresno and the County of Tulare.
- 5.9 "Extraction" means the act of obtaining groundwater by pumping or other controlled means.
- 5.10 "Groundwater" has the same meaning as defined in Section 10721 of the Water Code.
- 5.11 "Groundwater management activities" means programs, measures, or actions taken to preserve, protect, and enhance groundwater resources within the territory of the GSA.
- 5.12 "Kings Subbasin" means the San Joaquin Valley Basin Kings Subbasin as described in Section 9 below.
- 5.13 "Member agency" means Alta, the Counties, the Cities, and the special districts entitled to representation on the GSA's board of directors as specified in Section 6 below.
- 5.14 "Operator" has the same meaning as defined in Section 10721 of the Water Code.

- 5.15 “Person” includes any state or local governmental agency, private corporation, firm, partnership, limited liability company, individual, group of individuals, or, to the extent authorized by law, any federal agency.
- 5.16 “Plan” means a groundwater sustainability plan prepared by the GSA pursuant to this MOU.
- 5.17 “Supplemental water” means surface water or groundwater lawfully imported from outside the watershed or watersheds of the basin or aquifer and flood waters that are conserved and saved within the watershed or watersheds that would otherwise have been lost or would not have reached the basin or aquifer.

6. The Proposed GSA Governing Body.

(a) The Parties intend to support and advocate for establishment of the GSA to be governed by a board of directors that shall consist of seven (7) members, as follows:

- (i) One member shall be chosen by Alta.
- (ii) One member shall be chosen by the County of Fresno.
- (iii) One member shall be chosen by the County of Tulare.
- (iv) One member shall be chosen by the Cities. This member shall be

chosen from the members of the city councils of the Cities whose territory, at least in part, overlies the territory of the GSA. This member shall be chosen at a public meeting where each city is represented by its mayor.

(v) One member shall be chosen from the members of the governing boards of the following special districts that are not governed by the board of supervisors of either county, are engaged in water activities, and whose territory, at least in part, overlies the territory of the GSA:

- (A) Hills Valley Irrigation District.
- (B) Orange Cove Irrigation District.
- (C) Tri-Valley Water District.

(vi) One member shall be chosen from the members of the governing boards of the following special districts that provide drinking water within the territory of the GSA:

- (A) Cutler Public Utility District.
- (B) East Orosi Community Services District.
- (C) London Community Services District.
- (D) Orosi Public Utility District.
- (E) Sultana Community Services District

(vii) One member shall be chosen by at least four of the other six board members to represent agricultural interests within the territory of the GSA. This member shall reside and be actively and primarily engaged in production of agriculture within the

territory of the GSA. This member shall be selected from a list of nominations submitted from the Fresno County Farm Bureau, the Tulare County Farm Bureau, and California Citrus Mutual, but the nominees need not be members of any of those organizations.

(b) The board members described in paragraphs (i), (ii), and (iii) of subdivision (a) above shall be chosen by their respective governing boards from their board members whose districts or divisions overlie, at least in part, the territory of the GSA.

(c) The board members described in paragraphs (v) and (vi) of subdivision (a) above shall be chosen at a public meeting where each special district is represented by the president or chair of its governing board.

(d) There shall be an alternate for each board member, chosen in the same manner and by the same entity as the board member. The alternate member shall act in place of the board member for whom he or she is an alternate in case of that board member's absence or inability to act.

(e) The members described in paragraphs (i) to (vi), inclusive, of subdivision (a) of this Section 6 shall serve for a four-year term of office, or until the member is no longer an eligible official of the member agency. These members may serve for more than one term of office.

(f) The member described in paragraph (vii) of subdivision (a) above shall serve a four-year term of office.

7. Acts and Actions of the Proposed GSA Board. The Parties intend to support and advocate for the GSA whose board would have, among others set forth in the Act, the authorities and obligations, and follow the procedures, set forth below:

(a) The board would adopt actions for the purpose of regulating, conserving, managing, and controlling the use and extraction of groundwater within the territory of the GSA.

(b) An action adopted by the board would become effective 30 days from the date of its passage.

(c) All actions would be adopted at noticed public hearings by a majority vote of the board. No ordinance would be adopted by the board except at a public hearing. Notice of the hearing would be published in a newspaper of general circulation in the manner provided in and pursuant to Section 6066 of the Government Code.

(d) The board would provide notice of the adoption of all actions.

(e) The GSA would have the authority to contract with either County or Alta for staff and other services. The GSA may hire contractors and consultants as it considers appropriate.

(f) The GSA would have the authority to enter into a coordination agreement with other local agencies for purposes of coordinating the GSA's plan with other agencies or groundwater sustainability plans within the basin.

8. Studies and Investigations by the Proposed GSA. The Parties intend to support and advocate for the GSA that would have the authorities and obligations set forth below:

(a) The GSA would collect data and conduct technical and other investigations of all kinds in order to carry out the provisions of the Act. All hydrological investigations and studies carried out by or on behalf of the GSA would be constructed by or under the supervision of licensed engineers or other persons qualified in groundwater geology or hydrology.

(b) The GSA would recommend and encourage water recycling and other water development projects, where those projects will enhance and contribute to the responsible management of groundwater resources, as part of its annual plan for implementation of groundwater management objectives.

9. Proposed GSA Boundaries. The Parties intend to support and advocate for the GSA that would have the boundaries described below by means of actions set forth below:

(a) The boundaries of the GSA would include all land located within the exterior perimeter boundaries of Alta Irrigation District within the Counties of Fresno and Tulare, the Orange Cove Irrigation District, the Hills Valley Irrigation District, and the Tri-Valley Water District overlying the San Joaquin Valley Basin Kings Subbasin as described in the report by the Department of Water Resources entitled "California's Groundwater: Bulletin 118" updated in 2003, as it may be subsequently updated or revised in accordance with Section 12924 of the Water Code.

(b) The GSA's initial boundaries shall be established by the boards of supervisors of the Counties of Fresno and Tulare after a noticed public hearing. The boundaries shall be depicted on a map that shall be adopted by the boards of supervisors of those counties and thereafter recorded in the office of the county recorder of each county.

(c) The boards of supervisors of the Counties of Fresno and Tulare may adjust the boundaries of the GSA in the same manner prescribed for establishment of the initial boundaries if the boundaries of the basin are revised, including the establishment of new subbasins.

10. Proposed GSA Sustainable Groundwater Management Powers. The Parties intend to support and advocate for the GSA whose board would have the intentions, authorities and obligations set forth below:

(a) The GSA shall elect to be a groundwater sustainability agency pursuant to Chapter 4 (commencing with Section 10723) of Part 2.74 of Division 6 of the Water Code for that portion of the Kings Subbasin that lies within the boundaries of the GSA.

(b) The GSA shall develop and implement a groundwater sustainability plan pursuant to Chapter 6 (commencing with Section 10727) of Part 2.74 of Division 6 of the Water Code to achieve sustainable groundwater management within the territory of the GSA.

(c) The GSA may exercise any of the powers described in Chapter 5 (commencing with Section 10725) of Part 2.74 of Division 6 of the Water Code and the

enforcement powers described in Chapter 9 (commencing with Section 10732) of Part 2.74 of Division 6 of the Water Code.

(d) The availability of supplemental water to any operator shall not subject that operator to regulations that are more restrictive than those imposed on other operators.

11. Proposed GSA Fee Authority. The Parties intend to support and advocate for the GSA whose board would have the authorities and obligations set forth below:

Pursuant to Chapter 8 (commencing with Section 10730) of Part 2.74 of Division 6 of the Water Code, the GSA may impose fees, including, but not limited to, permit fees and fees on groundwater extraction or other regulated activity, to fund the costs of a groundwater sustainability program, that include, but are not limited to, the preparation, adoption, and amendment of a groundwater sustainability plan, investigations, inspections, compliance assistance, enforcement, and program administration, including a prudent reserve.

12. Other Alternatives. Nothing in this MOU shall preclude any Party from pursuing implementation of the Act on its own or with third parties consistent with this MOU. Further, while the Parties intend to diligently implement activities in which all of them participate, nothing in this MOU shall preclude any of the Parties from pursuing such activities with fewer than all or with none of the other Parties. In the event any Party chooses to pursue such activities, that Party shall promptly notify all other Parties of those activities.

13. Ongoing Cooperation. The Parties acknowledge that activities under this MOU will require the frequent interaction between them in order to exploit opportunities and resolve issues that arise. The Parties shall work cooperatively and in good faith. The goal of the Parties shall be to preserve flexibility with respect to the establishment of the GSA and implementation of the GSP in order to maximize the benefits of that GSP to all beneficial uses and users of groundwater within the GSA. Notwithstanding the foregoing, nothing in this MOU shall be interpreted to require the Parties jointly to establish the GSA. If the GSA is formed, it shall implement a GSP that complies with the requirement set forth in the Act (Water Code Section 10727.6) that it be coordinated with other GSP's in the Basin. The Parties intend to consult with all stakeholders and beneficial users of groundwater within the GSA.

14. Staff; Notices.

(a) Each Party shall designate a principal contact person for that Party, who may be changed from time to time, and such other appropriate staff members and consultants to participate on such Party's behalf in activities undertaken pursuant to this MOU. The principal contact person for each Party shall be responsible for coordinating meetings and other activities under this MOU with the principal contact person for the other Parties. Meetings shall occur as the principal contacts determine are necessary, and each Party shall make its expertise and resources reasonably available for activities under this MOU.

(b) Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally, by facsimile or by certified mail, postage prepaid and return receipt requested. Any notice shall be delivered or addressed to the parties at the addresses or facsimile numbers set forth below or at such other address or

facsimile numbers as shall be designated by notice in writing in accordance with the terms of this Agreement. The date of receipt of the notice shall be the date of actual personal service or confirmed facsimile transmission, or three days after the postmark on certified mail.

If notice is given to the Alta Irrigation District, it shall be given at the following address and facsimile number:

Alta Irrigation District
Post Office Box 715
Dinuba, CA 93618
Attn: General Manager
Facsimile No.: 559-591-5190

If notice is given to the County of Fresno, it shall be given at the following address and facsimile number:

County of Fresno
2220 Tulare Street, 6th floor
Fresno California 93721
Attn: Director of Public Works and Planning
Facsimile No.: 559-600-4537

If notice is given to the County of Tulare, it shall be given at the following address and facsimile number:

County of Tulare
2800 W. Burrel
Visalia, CA 93291
Attn: County Administrative Officer
Facsimile No.: 559-733-6318

If notice is given to the City of Orange Cove, it shall be given at the following address and facsimile number:

City of Orange Cove
633 Sixth Street
Orange Cove, California 93646
Attn: City Manager
Facsimile No.: 559-626-4653

If notice is given to the City of Reedley, it shall be given at the following address and facsimile number:

City of Reedley
1717 9th Street
Reedley, CA 93654
Attn: City Manager

Facsimile No.: 559-638-1093

If notice is to be given to the City of Dinuba, it shall be given at the following address and facsimile number:

City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
Attn: City Manager
Facsimile No.: 559-591-5902

If notice is to be given to the Hills Valley Irrigation District, it shall be given at the following address and facsimile number:

Hills Valley Irrigation District
P.O. Box 911
Visalia, CA 93279
Attn: Dennis Keller
Facsimile No.: 559-732-7937

If notice is to be given to the Tri-Valley Water District, it shall be given at the following address and facsimile number:

Tri-Valley Water District
P.O. Box 911
Visalia, CA 93279
Attn: Dennis Keller
Facsimile No.: 559-732-7937

If notice is to be given to the Orange Cove Irrigation District, it shall be given at the following address and facsimile number:

Orange Cove Irrigation District
1130 Park Blvd
Orange Cove, CA 93646
Attn: Fergus Morrissey
Facsimile No.: 559-626-4463

If notice is to be given to the Cutler Public Utility District, it shall be given at the following address and phone number:

Cutler Public Utility District
40526 Orosi Drive
Cutler, CA 93615
Attn: Martha Lowrey
Phone: (559) 528-3859

If notice is to be given to the East Orosi Community Services District, it shall be given at the following address and phone number:

East Orosi Community Services District
41842 Lone Rd
Orosi, CA 93647
Attn: Katie Icho
Phone No.: 559-(559) 528-2726

If notice is to be given to the London Community Services District, it shall be given at the following address and facsimile number:

London Community Services District
37835 Kate Rd.
Dinuba CA 93618
Attn: Jim Wegley
Facsimile No.: 559-591-0976

If notice is to be given to the Orosi Public Utility District, it shall be given at the following address and phone number:

Orosi Public Utility District
12488 Ave 416
Orosi, CA 93647
Attn: Maria Elena Vidana
Phone No.: 559-528-4262

If notice is to be given to the Sultana Community Services District, it shall be given at the following address and phone number:

Sultana Community Services District
P.O. Box 168
Sultana, CA 93666
Attn: Michael Prado Sr.
Phone No.: 559- 859-7330

(c) Alta shall make all reasonable efforts to post on its website the minutes of all meetings among the Parties, as well as summaries of all non-privileged memorandums and reports received by the Parties with respect to their activities concerning formation of the GSA, its powers and authorities and its sources of funding.

15. Entire Agreement. This MOU incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral or otherwise) related thereto. This MOU may be amended (including without limitation to add new Parties) only in a writing executed by all of the Parties.

16. Termination.

(a) This MOU shall remain in effect unless terminated by the mutual written consent of the Parties, or upon 30 days written notice of termination delivered by one Party to the others that is not withdrawn prior to the specified termination date; provided, that upon termination by one Party, the remaining Parties may by mutual written agreement continue this MOU in effect as between the non-terminating Parties. No Party shall be liable to any other if it elects to terminate this MOU.

(b) Anything to the contrary herein notwithstanding, this MOU shall terminate automatically upon the occurrence of the earlier of either:

(i) Enactment and the effective date of a statute that forms a special act district to be the GSA or the formation of a joint powers authority or

(ii) July 1, 2017, if by that date the GSA is not designated under the Act to be the groundwater sustainability agency for the area described in Paragraph 10 above.

17. Severability. Should any provision of this MOU be determined by a court of competent jurisdiction to be void, in excess of a Party's authority, or otherwise unenforceable, the validity of the remaining provisions of this MOU shall not be affected thereby.

18. Assignment. No rights and duties of any of the Parties under this MOU may be assigned or delegated without the express prior written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties without such consent shall be null and void.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first above written.

ALTA IRRIGATION DISTRICT

COUNTY OF TULARE

By: _____

By: _____

Name: Chris M. Kapheim

Name: Steve Worthley

Title: General Manager

Title: Chairman, Tulare County Board of Supervisors

COUNTY OF FRESNO

CITY OF ORANGE COVE

By: _____

By: _____

Name: Debbie Poochigian

Name: Samuel A. Escobar

Title: Chairman, Fresno County Board of Supervisors

Title: City Manager

CITY OF REEDLEY

By: _____

Name: Nicole Zieba

Title: City Manager

CITY OF DINUBA

By: _____

Name: Luis Patlan

Title: City Manager

ORANGE COVE IRRIGATION DISTRICT

By: _____

Name: _____

Title: President

HILLS VALLEY IRRIGATION DISTRICT

By: _____

Name: Loren Booth

Title: President

TRI-VALLEY WATER DISTRICT

By: _____

Name: John Colbert

Title: President

CUTLER PUBLIC UTILITY DISTRICT

By: _____

Name: _____

Title: President

EAST OROSI COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: President

LONDON COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: President

OROSI PUBLIC UTILITY DISTRICT

By: _____

Name: _____

Title: President

SULTANA COMMUNITY SERVICES DISTRICT

By: _____

Name: Michael Prado Sr.

Title: President