



## **AGENDA**

### **Joint Meeting of City Council and Successor Agency to the Redevelopment Agency of the City of Orange Cove**

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**  
**Minerva Pineda, Council Member**

**Gilbert Garcia, Council Member**  
**Josie Cervantes, Council Member**

**WEDNESDAY, July 13, 2016 - 6:30 P.M.**

**Orange Cove Council Chambers**  
**633 6<sup>th</sup> Street, Orange Cove, California 93646**

#### **A. Call to Order/Welcome**

1. Roll Call
2. Invocation
3. Flag Salute

#### **B. Confirmation of Agenda**

#### **C. Consent Calendar**

1. Special City Council Minutes of June 16, 2016
2. Council to approve the Neuros Blower Repair at the Wastewater Treatment Plant Quote in the amount of \$31,640.00
3. Council to consider approving the School Resources Officer Agreement between the City of Orange Cove and Kings Canyon Unified School District

#### **D. Administration**

##### **City Engineer:**

4. **SUBJECT:** Consideration and Discussion regarding the Final Acceptance at the Feinstein Park Soccer Field Grading Project

**ADA Notice:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 214. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

**Documents:** Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at front counter at City Hall and at the Orange Cove Library located at 815 Park Blvd., Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at [cityoforangecove.com](http://cityoforangecove.com).

## **STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

### **GENERAL RULES OF DECORUM**

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.

4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

**ENFORCEMENT OF DECORUM RULES**  
(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the City council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the Mayor if the majority of the Council believes the Mayor or other presiding officer is not applying the rules of decorum appropriately.



## **MINUTES**

### **Special Meeting of the City Council of the City of Orange Cove**

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**  
**Minerva Pineda, Council Member**

**Gilbert Garcia, Council Member**  
**Josie Cervantes, Council Member**

**THURSDAY, JUNE 16, 2016 - 5:30 P.M.**  
**Orange Cove Council Chambers**  
**633 6<sup>th</sup> Street, Orange Cove, California 93646**

#### **A. Call to Order/Welcome**

**COUNCIL PRESENT:** Mayor Victor P. Lopez  
Mayor Pro Tem Diana Guerra Silva  
Councilmember Gilbert Garcia absent  
Councilmember Minerva Pineda  
Councilmember Josie Cervantes

**STAFF PRESENT:** City Manager Samuel A. Escobar  
City Attorney, Dan McCloskey  
Police Chief, Marty Rivera (arrived at 7:10pm)  
City Clerk June V. Bracamontes

**INVOCATION:** Mayor Pro Tem Diana Guerra Silva

**FLAG SALUTE:** Mayor Victor P. Lopez

#### **B. Confirmation of Agenda**

#### **C. Administration**

- 1. SUBJECT:** Consideration and Discussion regarding the Purchase Agreement between the City of Orange Cove and Matthew Kuykendall.

**Recommendation:** Council to consider approving the Purchase Agreement between the City of Orange Cove and Matthew Kuykendall at the Industrial Park (Parcel 1) at South Avenue and Center Street, Orange Cove, CA.

Remove item add to next Council meeting.

2. **SUBJECT:** Consideration and Discussion regarding the Development Agreement between the City of Orange Cove and AMG (Amaya Village)

**Recommendation:** Council to consider approving the Development Agreement between the City of Orange Cove and AMG (Amaya Village)

Dan presented to Council the purchase agreement 2.5 acres between the City of Orange Cove and AMG the first phase for the multi-family and housing project. In order to apply for the Tax credit application need to have control of the property. Need to enter into a development agreement with the City along with a letter of intent.

Cameron Johnson of AMG Associates presented to Council phase 1 is 37 units. Application must be submitted by June 29<sup>th</sup>. Developer Agreement gives a good tax credit. City will see funds from the land at closing.

City Manager stated the 2.56 acres is for phase 1. Will get full impact fees and money up front. Getting twice as much. City is a partner in the project. Cash flow with the impact fees. Money upfront to receive is about up to \$600,000.

**Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved the Development Agreement between the City of Orange Cove and AMG (Amaya Village) (Yes Vote: Lopez, Silva, Pineda and Cervantes) (Absent: Garcia)**

**Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved the amendment to the motion to approve Resolution 2016-35 as presented (Yes Vote: Lopez, Silva, Pineda and Cervantes) (Absent: Garcia)**

3. **SUBJECT: BUDGET WORKSHOP FOR FISCAL YEAR 2016-2017 (ENTERPRISE FUNDS ONLY)**

**Recommendation: Informational Item Only**

City Manager presented to Council an update on the General Fund that the City received monies on taxes totaling \$100,000. Adjustment were made.

Auditor Lan Bui presented to Council an update on the General Fund the revenue was projected at \$2.1 million because the City received the property taxes now it is at \$2.2. The Cola raise has been added and changes made to Animal Control up to \$45,000.

Looking very good 2016-2017 not a deficit but a positive of \$14,000.

Auditor Lan Bui presented the Water and Sewer Fund to Council as follows:

**WATER FUND:**

1. To provide a safe and reliable source of high quality potable water treatment service in an effective, efficient and responsive manner to citizens and businesses.
2. Three debts: 1995 COPS balance of \$617,808; 2005 COPS with a balance \$374,400; DWR Note Payable with a balance of \$396,171; Cash Balance of 5/30/16 \$183,277
3. Water Fund Trend Analysis by Year
4. Type of Revenues: Water Service Charges; Penalties and Interest (Reconnection Fees); Investment income
5. Water Fund Revenue Analysis
6. Water Fund Budget Analysis for Revenues
7. Water Fund Expense Analysis – Salaries and Benefits; Maintenance and Operations
8. Employee Costs Breakdown
9. Water Projects
10. Budget Highlights Ending Cash Balance at 6/30/17 \$24,003
11. Projected expenditures does not include money set aside for capital improvements. Water Fund should be putting away about \$200,000 per year.

2 years ago the Water Fund was in the negative \$700,000 now in the positive of 24,000.

**SEWER FUND**

The Wastewater treatment program is responsible for the operations of the wastewater treatment plant and associated equipment and collection system infrastructure.

Types of Revenues:

- Sewer Service Charges monthly average is \$58,000
- Penalties & Interest (Reconnection Fees)
- Investment income
- Sewer Fund Revenue Budget = Sewer Fund Total \$1,201,000
- Sewer Fund Salaries and Benefits Total Employee Salary/Benefits \$357,400
- Presented the Salary Breakdown Costs by Employees
- Sewer Projects
- Highlights
  - Original Budgeted Revenues
  - Sewer Fund Total Expenses
  - Sewer fund has over \$1 million in cash used for capital projects depreciation expense is \$431,952.

**D. Public Forum**

No public comments.

**E. Adjournment**

Mayor Lopez adjourned the City Council Meeting at 7:31 p.m.

PRESENTED TO COUNCIL:

DATE: \_\_\_\_\_

ACTION: \_\_\_\_\_



# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Joe Estrada Sr. Wastewater Treatment Operator III (CPO)  
**Subject:** Neuros Blower  
**Attachments:** Repair Quote

**RECOMMENDATION:**

That the City Council:

1. Is informed of our emergency need to pay for the repair work for our energy efficient Neuros aeration blower.

**EXECUTIVE SUMMARY:**

The Neuros blower plays a very important role in our city's wastewater treatment facility. This unit is what keeps our secondary activated sludge systems microorganisms alive and thriving; our microorganisms need a dissolved oxygen (D.O) concentration from 0.5mg/l to 2.5mg/l to be able to process the incoming sewer flow and return activated sludge for ultimate nutrient removal.

**BACKGROUND:**

The city's wastewater treatment energy efficient plant up grade in 2013 included a 75 horse power (HP) Neuros aeration blower. That provided the proper amount of dissolved oxygen (D.O) need to maintain a good microorganism environment well consuming energy coast.

The unit was reported off line in October 2014, we attempted to place the Neuros blower back on line December 2015 which ended up in many fail indicators on the unit Human Machine Interface (HMI).

Neuros sent a trouble shooting specialist technician to come and trouble shoot the unit, the specialist determined the unit was damaged and needed to be sent in for further core inspection.

Prepared by: \_\_\_\_\_

Approved by: 

REVIEW: City Manager: 

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent				<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Info Item				<input type="checkbox"/> Matter Initiated by a Council Member
<input type="checkbox"/> Action Item				<input type="checkbox"/> Other
<input type="checkbox"/> Department Report				<input type="checkbox"/> Continued to: _____
<input type="checkbox"/> Redevelopment Agency				

The core was removed and sent out for inspections April 2016.

**REASON FOR RECOMMENDATION:** :

The 75 Horse Power (HP) Neuros blower is proven to be very productive in consuming electric energy coast. The Neuros blower has a variable speed drive (VFD) installed, the blower runs off a D.O probe installed in the aeration basin. When the D.O hits the high set point at 2.5mg/l the blower turns OFF. Then as the microorganisms consume the D.O the D.O drops to the low set point set at 0.5mg/l then the blower turns ON. The energy savings take place with the deference in blower Horse Power and the amount of the unit turning of throughout a 24 hour period

Presently we are running our 125 Horse Power (HP) Hibbon Aeration Blowers, these blowers run 24 hours a day 7 days a week nonstop which results in a energy monthly bill ranging around \$15,000 to \$20,000 based on what PG&E charges per kilo-watt.

**FISCAL IMPACT:**

Using Budget funding

**ALTERNATIVES:**

None

**ACTIONS FOLLOWING APPROVAL:**

Upon following the repair and insulation of our 75 Horse Power (HP) Neuros blower, we should be able to see energy consumption take place within the following months to come.

**CONFLICT OF INTEREST:**

None.

## Quotation

<b>Log number:</b>	AM-2016-266
<b>Date:</b>	06/07/2016

<b>Delivery address:</b>	<b>Invoice address:</b>
City Of Orange Cove WWTP Attn: Joe Estrada 1805 Monson Ave Orange Cove, CA 93646 (559) 351-0628 / joe@cityoforangecove.com	To be advised

Project Description
<b>Project name:</b> 11-0057 Orange Cove <b>Models:</b> (1) NX75-C050

ITEM	QUANTITY	DESCRIPTION	PRICE	TOTAL
1	1	<b>NX75-C050 Core repair</b> <i>Includes:</i> Repair of core S/N: 75-10-W38-006 Reference: Teardown Inspection Report TIRC-16-060 <u>Core repair amount not to exceed USD \$28,000.00</u>  Warranty on repaired core: 90 days from start up Lead time: 2 weeks after PO	\$28,000.00	\$28,000.00
2	1	<b>Field Service Engineer for one day (max. 8 hr on site)</b> Service call to reinstall and start up the repaired core.	\$1,500.00	\$1,500.00
3	1	<b>Estimated Travel Expenses*</b> To be adjusted on final invoice	\$1,200.00	\$1,200.00
4	1	<b>Estimated Field Service Engineer Travel Time*</b> *Estimated 10 hr @ \$94. To be adjusted on final invoice.	\$940.00	\$940.00
		PO: To be advised		
			<b>TOTAL</b>	<b>\$31,640.00</b>

(Quotation in US\$)

*Julio Fajardo*

06/07/2016

DATE

- \* Quotation valid for 30 days
- \* Payment methods: CK, wire transfer, Credit card
- \* Payment NET 30 days
- \* Shipping: PPA

*Thank you for choosing APG-Neuros!*

**AGREEMENT REGARDING SCHOOL RESOURCES OFFICER  
CITY OF ORANGE COVE, CALIFORNIA  
AND KINGS CANYON UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT ("Agreement") is made and entered into effective (November 1, 2014) by and between the CITY of Orange cove, a municipal corporation (hereinafter referred to as "CITY"), and Kings Canyon Unified School District (hereinafter referred to as "DISTRICT").

RECITALS

WHEREAS, DISTRICT recognizes that the Orange Cove Police Department's provides necessary public safety and law enforcement services to the CITY which benefits DISTRICT; and

WHEREAS, DISTRICT further recognizes that the Orange Cove Police Department's assignment of a School Resource Officer ("SRO") assigned to the DISTRICT'S schools to perform regular duty law enforcement services is greatly beneficial to DISTRICT in assisting DISTRICT in providing its students with campuses which are safe, secure, and peaceful; and

WHEREAS, CITY is willing to assign a SRO to provide services to all Kings Canyon Unified Schools in the City of Orange; and

WHEREAS, DISTRICT desires to contribute monies to CITY partially off-set CITY'S personnel costs related to a SRO.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Purpose. The DISTRICT and CITY entered into this Agreement for the purposes of providing youth safety, education and the maintenance of safety within the community and at school.
2. CITY Responsibility to Provide Law Enforcement Services
  - (a) CITY will provide a SRO to perform regular duty law enforcement services to all Kings Canyon Unified Schools in the City of Orange Cove during the school's normal hours of operation and during the time frame that includes the standard school year. The home base for the SRO will be Citrus Middle School where a secure, private office for interviews with a desk, a secure computer, and a secure cabinet for confidential documents will be provided. It is understood that the SRO will respond to non-school calls as needed and attend meetings and training as required by the Orange Cove Police Department.

(b) The parties agree that CITY retains control over assignments, wages, and other terms and conditions of employment by CITY of police officers. DISTRICT acknowledges that the SRO is held to the requirements of the law and Orange Cove Police Department. DISTRICT agrees that it shall not have authority to direct the officer's law enforcement activity. DISTRICT will immediately notify the Police Chief of any concerns regarding such activity.

(c) SRO Responsibilities.

The SRO's ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the CITY's chain of command and standard operating procedures and is under the direction of the Chief of Police. The SRO shall be under the direction of the Principal while at school regarding issues that involve the standard operating procedures of the DISTRICT.

The SRO shall maintain a daily activity log which shall be forwarded to the Chief of Police and the School Principal on a weekly basis. Each written entry shall show the date and type of activity, the time started and ended and the number of students and/or faculty involved.

The SRO shall be available in the classroom environment as a teacher. All lesson plans used by the SRO shall be approved by the Principal. When the officer is engaged in teaching functions, the regular classroom teacher shall be present. The SRO shall perform classroom presentations on approved programs to include law enforcement functions.

The SRO shall be a certified law enforcement member of the CITY and not an employee of the CITY.

The duties of the SRO while at school, include but are not limited to: Protect lives and property for the citizens and public school students of the District, to enforce Federal, State and local criminal laws and ordinances. To investigate criminal activity committed on or adjacent to school property. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student. Assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. SROs will not respond to or be responsible for requests to resolve routine discipline problems involving students. The administration of students discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators, unless the violation or misbehavior involves criminal conduct. The DISTRICT shall also provide for the SRO a secure space to counsel students or conduct interviews as needed.

3. DISTRICT Responsibility.

- (a) In consideration for the assignment of a SRO as set forth in this Agreement, DISTRICT shall pay CITY \$44,532.80 for the school year. Payment will be paid upon being invoiced by the CITY.
- (b) DISTRICT shall provide a service office for interviews with a desk, a secure computer, and a secure cabinet for confidential reports at Orange Cove High School for the SRO.
- (c) DISTRICT acknowledges that SROs will not be responsible for requests to resolve routine discipline problems involving students including but not limited to student code of conduct violations and misbehavior unless the violation or misbehavior involves criminal conduct.

4. Term of Agreement. It is the intent of the parties that the term of this Agreement begins November 1, 2014) effective as to all terms and conditions of the Agreement, and end on August 31, 2018), unless terminated earlier in accordance with this Agreement.

5. Information Sharing. CITY and DISTRICT agree that the sharing of information is limited to federal or state laws that govern the collection, use and dissemination of student records.

Federal privacy laws, including Family Educational Rights and Privacy Act of 1974 [FERPA], the Health Insurance Portability and Accountability Act of 1996 [HIPPA], and civil rights and other laws shall be considered when developing plans for Criminal Justice Information Systems [CJIS] and/or sharing that involves personally identifiable information from student education records.

CITY and DISTRICT shall balance safety interests and student privacy interests. All information sharing should be based upon The Family Educational Rights and Privacy Act [FERPA] and California laws that govern the release of records. FERPA does contain exceptions to the general consent requirement, including the "health or safety emergency exception." Disclosures based on this exception must be documented in the student's education records to memorialize the emergency that formed the basis for the disclosure.

6. Supervision Responsibility and Chain of Command for the SRO. As employees of the CITY, the SRO shall follow chain of command as set forth in the Orange Cove Police Policies and Procedures Manual which states that the SROs be directly supervised by the Chief of Police.

In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

7. Termination of Agreement.

- (a) Either party may terminate this Agreement without cause upon 90 calendar days' prior written notice to the other party.

- (b) This Agreement may be terminated immediately by either party upon 7 calendar days prior written notice should the other party fail substantially to observe, fulfill or perform any on , term or condition in accordance with this Agreement. A party will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within 7 calendar days' prior written notice and this shall constitute a material default and breach of this Agreement. The party terminating the Agreement may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Agreement, or to recover direct, indirect, consequential or incidental damages for the breach of the Agreement.
- (c) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

8. Indemnification.

- (a) DISTRICT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the DISTRICT, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts, omissions or willful misconduct of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers in the performance of this Agreement.
- (b) CITY shall indemnify, hold harmless and defend DISTRICT and each of its officers directors, trustees, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, DISTRICT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts, omissions or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.
- (c) In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- (d) This section shall survive termination or expiration of this Agreement.

9. Insurance. It is understood and agreed that DISTRICT and CITY maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.
10. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disable veteran or veteran of the Vietnam era.
11. Independent Contractor and Not a Partnership. For the purposes of this Agreement, CITY and DISTRICT shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitute, or will be construed as establishing or constituting a partnership or agency or employment relationship between CITY and DISTRICT. Officers providing services under this Agreement shall remain the employees of CITY, and shall not be employees of DISTRICT.
12. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be dully given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.
13. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
14. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.
15. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
16. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

17. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
18. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
19. Interpretation. The parties acknowledge that this Agreement in its final forms is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
20. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
21. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, attached and incorporated into and made a part of this Agreement.
22. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
23. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

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24. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Orange Cove, California, the day and year first above written.

Dated: \_\_\_\_\_

KINGS CANYON UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Juan Garza, Superintendent

Dated: \_\_\_\_\_

CITY OF ORANGE COVE  
A Municipal Corporation

By: \_\_\_\_\_  
Victor Lopez, Mayor

ATTEST:

\_\_\_\_\_  
June Bracamontes, City Clerk

Dated: \_\_\_\_\_



For the Meeting of: July 13, 2016

# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Resolution for Final Acceptance Feinstein Park Soccer Field Grading Project.  
**Attachments:** Resolution

**RECOMMENDATION:**

We recommend that the Council adopt the attached resolution accepting the work for the Feinstein Park Soccer Field Grading Project and authorize the City Engineer to record the Notice of Completion.

**EXECUTIVE SUMMARY:**

Valley Excavation, Inc. has completed the work required for the Feinstein Park Soccer Field Grading Project. The work has been inspected by our Public Works Inspector and found to be in compliance with the plans and specifications.

**BACKGROUND:**

The Feinstein Park Soccer Field Grading Project constructed the grading for the new soccer field.

The total cost of the project was \$34,610. No change orders were needed for the project

Prepared by: GH

Approved by: 

REVIEW: City Manager: 

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

**TYPE OF ITEM:**

**COUNCIL ACTION: APPROVED DENIED NO ACTION**

- \_\_\_ Consent
- \_\_\_ Info Item
- \_\_\_ Action Item
- \_\_\_ Department Report
- \_\_\_ Redevelopment Agency

- \_\_\_ Public Hearing
- \_\_\_ Matter Initiated by a Council Member
- \_\_\_ Other
- \_\_\_ Continued to: \_\_\_\_\_

**REASON FOR RECOMMENDATION:**

The Council must accept the projects to allow the recordation of a Notice of Completion so that the time period for filing liens by suppliers or laborers can begin.

**FISCAL IMPACT:**

The cost of the project has been paid for with a grant from the State Housing and Community Development Department.

**ALTERNATIVES:**

Council may provide alternate direction to staff.

**ACTIONS FOLLOWING APPROVAL:**

If the Council approves the Resolution, the Notice of Completion will be recorded and final progress payment issued.

**CONFLICT OF INTEREST:**

None.

**RESOLUTION NO. 2016-41**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
AUTHORIZING FINAL ACCEPTANCE AND NOTICE OF COMPLETION  
FOR FEINSTEIN PARK SOCCER FIELD GRADING PROJECT**

WHEREAS, Valley Excavation, Inc. has completed the work for the Feinstein Park Soccer Field Grading Project and;

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the Feinstein Park Soccer Field Grading Project and requests Council to authorize the City Engineer to record the Notice of Completion for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE COVE HEREBY ACCEPTS the Feinstein Park Soccer Field Grading Project and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on the 13<sup>th</sup> day of July, 2016 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk



# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Resolution for Final Acceptance Julia Lopez Daycare Center Restroom Flooring and Wall Covering Project.  
**Attachments:** Resolution

**RECOMMENDATION:**

We recommend that the Council adopt the attached resolution accepting the work for the Julia Lopez Daycare Center Restroom Flooring and Wall Covering Project and authorize the City Engineer to record the Notice of Completion.

**EXECUTIVE SUMMARY:**

Yanez Construction has completed the work required for the Julia Lopez Daycare Center Restroom Flooring and Wall Covering Project. The work has been inspected and found to be in compliance with the plans and specifications.

**BACKGROUND:**

The Department of Education inspected the Julia A. Lopez Center and required that the vinyl flooring and FRP panels in the restrooms be changed to eliminate cracks in the seams at the corners. Unfortunately, in order to do this all of the flooring and RFP panels must be replaced.

The total cost of the work by Yanez was \$17,238.

Prepared by: GH

Approved by: 

REVIEW: City Manager: 

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

**TYPE OF ITEM:**

**COUNCIL ACTION: APPROVED DENIED NO ACTION**

- \_\_\_ Consent
- \_\_\_ Info Item
- \_\_\_ Action Item
- \_\_\_ Department Report
- \_\_\_ Redevelopment Agency

- \_\_\_ Public Hearing
- \_\_\_ Matter Initiated by a Council Member
- \_\_\_ Other
- \_\_\_ Continued to: \_\_\_\_\_

**REASON FOR RECOMMENDATION:**

The Council must accept the project to allow the recordation of a Notice of Completion so that the time period for filing liens by suppliers or laborers can begin.

**FISCAL IMPACT:**

The cost of the project has been paid for with Fund 75 – Child Development Special Revenue Fund.

**ALTERNATIVES:**

Council may provide alternate direction to staff.

**ACTIONS FOLLOWING APPROVAL:**

If the Council approves the Resolution, the Notice of Completion will be recorded and final progress payment issued.

**CONFLICT OF INTEREST:**

None.

**RESOLUTION NO. 2016-42**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
AUTHORIZING FINAL ACCEPTANCE AND NOTICE OF COMPLETION  
FOR THE JULIA A. LOPEZ DAYCARE CENTER RESTROOM FLOORING  
AND WALL COVERING PROJECT**

WHEREAS, Yanez Construction has completed the work for the Julia A. Lopez Daycare Center Restroom Flooring and Wall Covering Project and;

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the Julia A. Lopez Daycare Center Restroom Flooring and Wall Covering Project and requests Council to authorize the City Engineer to record the Notice of Completion for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE COVE HEREBY ACCEPTS the Julia A. Lopez Daycare Center Restroom Flooring and Wall Covering Project and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on the 13th day of July 2016, and passed at said meeting by the following vote:

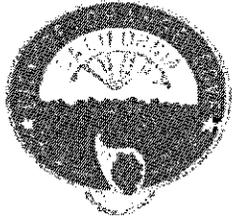
AYES:  
NOES:  
ABSENT:  
ABSTAIN:

The foregoing resolution is hereby approved.

\_\_\_\_\_  
Victor P. Lopez, Mayor

ATTEST:

\_\_\_\_\_  
June Bracamontes, City Clerk



# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Resolution Regarding Bid for the Feinstein Park Soccer Field Irrigation Booster Pump  
**Attachments:** Resolution

**RECOMMENDATION:**

Council adopt the attached resolution awarding the bid for the Feinstein Park Soccer Field Irrigation Booster Pump to SiteOne Landscape Supply for \$36,492.05 and authorize the City Manager to sign a Purchase Order.

**EXECUTIVE SUMMARY:**

Bids for an irrigation booster pump at the Feinstein Soccer Field were solicited from three irrigation supply companies. The low bid of \$36,492.05 was received from SiteOne Irrigation Supply.

**BACKGROUND:**

The City has received a grant from the State Housing and Community Development Department to construct a soccer field at Feinstein Park. A booster pump is needed for the irrigation system for the project. Irrigation water will come directly from the Friant-Kern Canal and not through the treatment plant, similar to the high school. The booster pump is a long lead item that could potentially hold up construction. City Staff has obtained prices from 3 suppliers to purchase the pump directly. SiteOne Landscape Supply submitted the low bid of \$36,492.05.

Prepared by: GH Approved by: 

REVIEW: City Manager:  Finance: \_\_\_\_\_ City Attorney: \_\_\_\_\_

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent				<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Info Item				<input type="checkbox"/> Matter Initiated by a Council Member
<input type="checkbox"/> Action Item				<input type="checkbox"/> Other
<input type="checkbox"/> Department Report				<input type="checkbox"/> Continued to: _____
<input type="checkbox"/> Redevelopment Agency				

**REASON FOR RECOMMENDATION:**

To avoid a delay, the City is purchasing the booster pump that will be installed by the contractor, Elite Landscaping.

**FISCAL IMPACT:**

The total project cost is estimated to be \$336,600 and the booster pump is part of that estimated cost. The City will use Housing and Community Development funds, Successor Agency Funds and General Funds for the construction of the soccer field as follows:

HCD Funds	\$168,125
Successor Agency	90,000
Parks Impact Fees	36,500
General Fund	<u>41,975</u>
Total	\$336,600

Additional Successor Agency Funds may be available following the close out of the fiscal year.

**ALTERNATIVES:**

Council may choose to award the bid or reject all bids.

**ACTIONS FOLLOWING APPROVAL:**

If the bid is awarded, then the City Manager will sign a purchase order.

**CONFLICT OF INTEREST:**

None.

RESOLUTION NO. 2016-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
ACCEPTING BID FOR THE FEINSTEIN PARK SOCCER FIELD  
IRRIGATION BOOSTER PUMP

WHEREAS, the Invitation to Bid for the Feinstein Park Soccer Field Booster Pump was sent to three irrigation supply companies; and

WHEREAS, the project will consist of supplying a 20 horsepower booster pump for irrigation facilities for a soccer field at Feinstein Park in the City of Orange Cove; and

WHEREAS, the lowest bid was received from SiteOne Landscape Supply in the amount of \$36,492.05.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove, California, as follows:

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. Upon the recommendation of the City Engineer that the purchase of the Feinstein Park Soccer Field Irrigation Booster Pump Project be awarded to SiteOne Landscape in the amount of Thirty-six Thousand Four Hundred ninety-two Dollars and Five Cents (\$36,492.05).
3. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on July 13, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

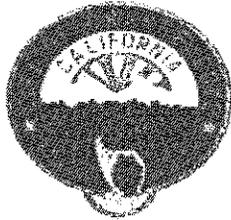
---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk



For the Meeting of: July 13, 2016

# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Mitigated Negative Declaration for the Wastewater Treatment Plant Tertiary Upgrade Project  
**Attachments:** Summary Report and Resolution

**RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Resolution approving the Addendum to the Mitigated Negative Declaration for the Wastewater Treatment Plant Tertiary Upgrade Project.

**EXECUTIVE SUMMARY:**

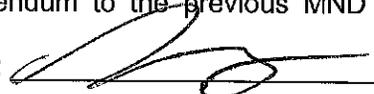
A Mitigated Negative Declaration (MND) was prepared for the Wastewater Treatment Facility Tertiary Upgrade Project in 2009. The project did not receive funding so it was not pursued. Recent application for construction funding from Proposition 1 requires an updated environmental review of the project due to the passage of time. The addendum to the 2009 MND includes updates to the environmental review that were not required in 2009 and did not identify any new significant environmental impacts.

**BACKGROUND:**

In June of 2009, the City of Orange Cove prepared and adopted a Mitigated Negative Declaration (MND) for the City's proposed Wastewater Treatment Facility Tertiary Upgrade Project (State Clearinghouse #2009051069). The project subsequently went on hold due to budget constraints. The project has recently been re-initiated and new funding sources have been identified. Since adoption of the previous MND was approximately seven (7) years prior, an updated MND pursuant to the California Environmental Quality Act (CEQA) was required.

Because the project description remains substantially the same, and no new significant impacts will result from the project, staff determined that an Addendum to the previous MND is the

Prepared by: GH

Approved by: 

REVIEW: City Manager: GH

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

**TYPE OF ITEM:**

**COUNCIL ACTION: APPROVED DENIED NO ACTION**

- \_\_\_\_\_ Consent
- \_\_\_\_\_ Info Item
- \_\_\_\_\_ Action Item
- \_\_\_\_\_ Department Report
- \_\_\_\_\_ Redevelopment Agency

- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Matter Initiated by a Council Member
- \_\_\_\_\_ Other
- \_\_\_\_\_ Continued to: \_\_\_\_\_

appropriate level of CEQA documentation (CEQA Guidelines Sections 15162 and 15164). An Addendum may be prepared if only minor technical changes are necessary and the environmental and regulatory setting is substantially the same. An Addendum need not be circulated for public review but can be included in or attached to the previous MND.

The City Council shall consider the Addendum along with the previous MND prior to making a decision on the project. Once adopted, the Addendum, along with the previous MND is placed in the Administrative Record, a Notice of Determination is filed with the Fresno County Clerk and the State Clearinghouse, and the CEQA process is complete.

### **PROJECT DESCRIPTION**

#### Phase 1:

- Installation of filtration and disinfection processes at the Wastewater Treatment Plant (WWTP) to produce tertiary-quality recycled water.
- Installation of a mechanical dewatering system to eliminate the existing aerobic digester at the WWTP.
- Use of the treated effluent by the Orange Cove Irrigation District (OCID) for agricultural irrigation and use by the City as landscape irrigation within Orange Cove.

#### Phase 2:

- Construction of new 340-acre-foot effluent storage pond on the 54-acre parcel north of the WWTP.

### **ENVIRONMENTAL REVIEW**

The Addendum was prepared by Crawford & Bowen Planning, Inc. under the direction and supervision of City Staff. The Addendum outlined the current project description and included a comparison of impacts analyzed in 2009 and whether or not there were changes in impacts and/or in the analysis in 2016. The CEQA checklist has changed slightly since 2009 (for example, the 2009 checklist did not include an evaluation of greenhouse gases / climate change), and these updates were reflected in the 2016 Addendum. To supplement the Addendum, an updated biological survey was performed, and an updated cultural resources records search was prepared. The Addendum did not identify any new significant environmental impacts.

The full addendum is 154 pages long and is available at City Hall for your review. Attached are the initial sections of the report that offer a summary of the addendum.

### **SUMMARY OF MITIGATION MEASURES**

The Mitigation Measures can be summarized as follows:

- Areas subject to excavation shall be watered construction measures utilized to reduce dust.
- Construction activities shall minimize obstruction of traffic on adjacent streets.
- Noise-generating activities shall be limited to daylight hours, Monday through Saturday.
- Any removal of trees shall not disturb nesting birds.

### **REASON FOR RECOMMENDATION:**

Council must review and approve the environmental document for the project before funding can be obtained and the project constructed.

### **FISCAL IMPACT:**

The estimated cost for Phase 1 of the project is \$7.3 million. The City is pursuing grant funding from the State Water Board through the SRF program for \$6.3 million. The remaining funding may come from a loan from the State Water Board or USDA.

Phase 2 is included in the environmental review and may be constructed as needed in the future.

**ALTERNATIVES:**

The Council may request additional studies for the project.

**ACTIONS FOLLOWING APPROVAL:**

The Mitigated Negative Declaration will be submitted to the State Clearing House and the Water Board for the required public review period.

**CONFLICT OF INTEREST:**

None.

MITIGATED NEGATIVE  
DECLARATION  
ADDENDUM  
WWTP Tertiary  
Upgrade Project

July 2016

PREPARED FOR:



City of Orange Cove  
633 Sixth Street  
Orange Cove, CA 93646

PREPARED BY:



Crawford & Bowen Planning, Inc.  
113 N. Church Street, Suite 302  
Visalia, CA 93291

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## ATTACHMENTS

A - Biological Memorandum

B - CHRIS Records Search

C - 2009 Mitigated Negative Declaration

## SECTION ONE – INTRODUCTION

This environmental document is an Addendum to the Wastewater Treatment Facility Tertiary Upgrade Project (Approved Project) Mitigated Negative Declaration (IS/MND), adopted in June, 2009 (State Clearinghouse #2009051069), by the City of Orange Cove. Since adoption of the IS/MND was approximately seven years prior, changes to the environmental setting may have occurred, thus requiring further environmental analysis. Any potential changes to the environmental setting are addressed in this Addendum. As demonstrated in this Addendum, the IS/MND continues to serve as the appropriate document addressing the environmental impacts of these changes, pursuant to California Environmental Quality Act (CEQA).

### 1.1 Addendum Purpose

When a proposed project is changed or there are changes in environmental setting, a determination must be made by the Lead Agency as to whether an Addendum or Subsequent EIR or MND is prepared. CEQA Guidelines Sections 15162 and 15164 sets forth criteria to assess which environmental document is appropriate. The criteria for determining whether an Addendum or Subsequent MND is prepared are outlined below. If the criteria below are true, then an Addendum is the appropriate document:

- No new significant impacts will result from the project or from new mitigation measures.
- No substantial increase in the severity of environment impact will occur.
- No new feasible alternatives or mitigation measures that would reduce impacts previously found not to be feasible have, in fact been found to be feasible.

Based upon the information provided in Section Three of this document, implementation of the Approved Project will not result in new significant impacts or substantially increase the severity of impacts previously identified in the IS/MND, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3) are present.

As such, an Addendum is appropriate, and this Addendum has been prepared to address the environmental effects of the project modifications.

## 1.2 Environmental Analysis and Conclusions

This Addendum addresses the environmental effects associated only with modifications to the Approved Project that have occurred since adoption of the IS/MND. The conclusions of the analysis in this Addendum remain consistent with those made in the IS/MND. No new significant impacts will result, and no substantial increase in severity of impacts will result from those previously identified in the IS/MND.

## 1.3 Incorporation by Reference

In compliance with CEQA Guidelines Section 15150, this Addendum has incorporated by reference the 2009 Wastewater Treatment Facility Tertiary Upgrade Project IS/MND (State Clearinghouse #2009051069). Information from this document incorporated by reference into this Addendum have been briefly summarized in the appropriate section(s) which follow, and the relationship between the incorporated part of the referenced document and this Addendum has been described. The documents and other sources which have been used in the preparation of this Addendum can be found as footnotes in the sections where they are referenced.

## 1.4 Addendum Process

As described in Section 1.1, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.<sup>1</sup> An addendum need not be circulated for public review but can be included in or attached to the Final EIR or Negative Declaration.<sup>2</sup> The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.<sup>3</sup> Once adopted, the Addendum, along with the original EIR or Negative Declaration, is placed in the Administrative Record, and the CEQA process is complete.

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<sup>1</sup> CEQA Guidelines, Section 15164(a)

<sup>2</sup> CEQA Guidelines, Section 15164(c)

<sup>3</sup> CEQA Guidelines Section 15164(d)

## SECTION TWO – PROJECT DESCRIPTION

### 2.1 Location and Setting

The proposed Project is generally located southwest of the City of Orange Cove (See Figure 1). The proposed Project area includes the City's wastewater treatment facility, which occupies approximately 145 acres of land that is situated southwest of the intersection of Parlier Avenue and Monson Avenue. The proposed improvements will be located within a portion of Section 23 of Township 15 South, Range 24 East, M.D.B. & M. These properties contain the City's existing treatment facilities, including buildings, equipment (headworks, pump stations and clarifiers), aeration basins, aerobic digester basin, effluent storage basins, and access roads (See Figure 2), as well as agricultural lands.

### 2.2 Project Description

The Project involves a series of upgrades and improvements at the City of Orange Cove's Wastewater Treatment Plant (WWTP) to install a tertiary treatment process. The City retained Kennedy-Jenks Consultants to prepare a plan for the Project entitled *Project Feasibility Report to Upgrade the Wastewater Treatment Facility to Tertiary Treatment*.

Key elements of the tertiary project could include any of the following components:

- Construction of new flow distribution structure for flow diversion above 2 million gallons per day (MGD) to overflow ponds and then return to the extended aeration process at lower flow conditions with City portable pumps.
- Demolition of the existing traveling bridge filter and filter pump station.
- Construction of a new filter pump station with three submersible pumps in a new reinforced concrete wet well.
- Construction of new disk media filters for tertiary treatment and a polymer feed system. Retrofit existing flocculation tanks with new mixer and paint the existing flocculation tank with a protective coating.
- Remove existing chlorine gas equipment and construct new single cell, low strength on-site hypochlorite generation system for chlorination.
- Construction of an additional 900 feet of 48" diameter contact pipe to provide a minimum 90 minutes contact time at peak dry weather flow.
- Installation of a new backup power generator for the filter pump station, flocculation disk filter and chemical feed systems.

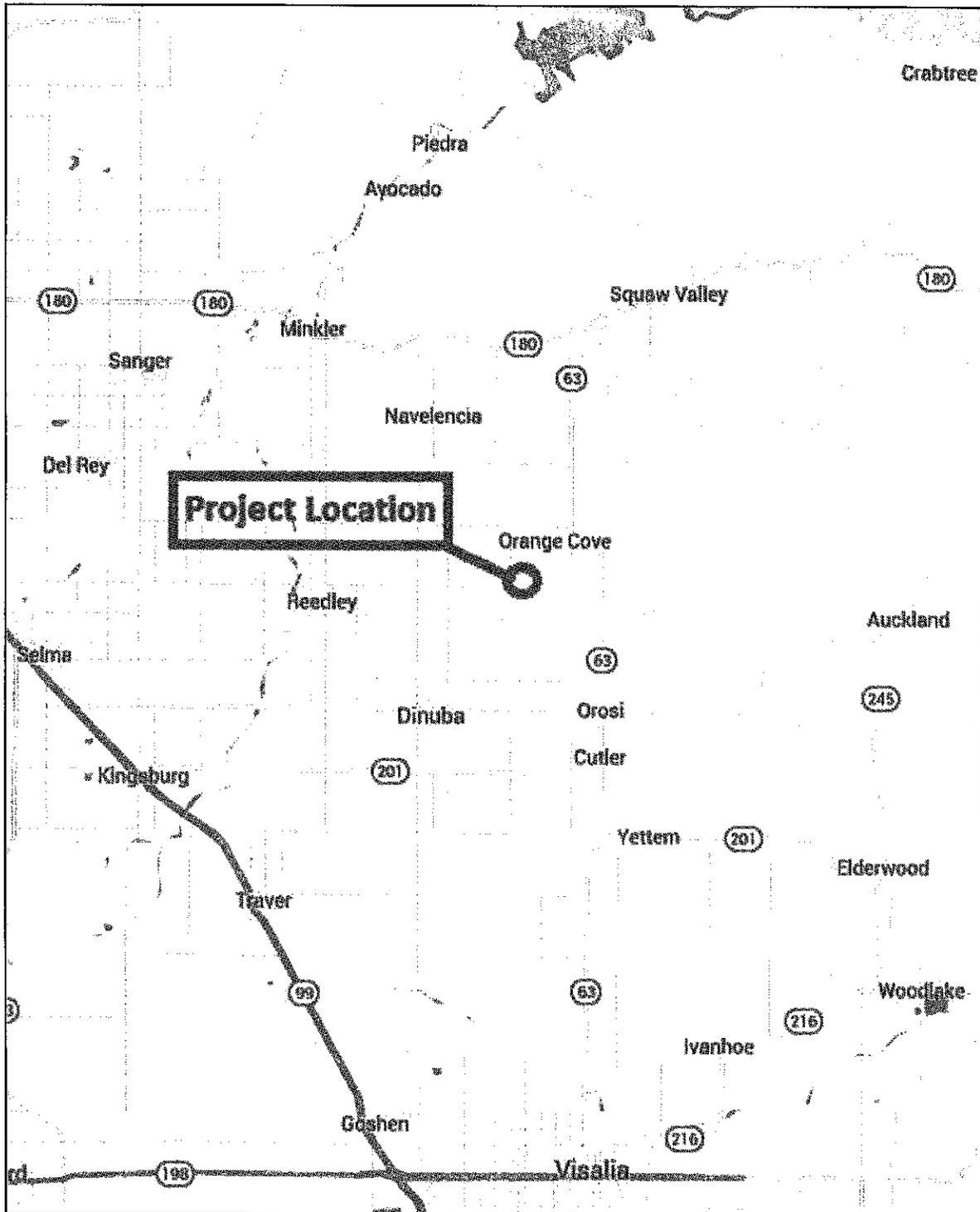
- Improvements to existing OCID irrigation pumping system including new pumps, automatic self-back washing screen and hypochlorite feed system for algae control.
- Improvements to the piping that delivers tertiary treated recycled water from the plant to the OCID canal.
- KJC included consideration of several tertiary process for treating of wastewater and sludge including self-back washing filters, bacteria activated sludge removal, disk filtration and chlorination system treatment, which are incorporated into a tertiary treatment system upgrade.
- Construction of a new 340-acre foot effluent storage pond on the 54 acres of property north of the WWTP. The effluent storage pond is required for average dry weather flows greater than 1.1 MGD. For flows of 1.1 MGD, the 54-acre property north of the plant and the 40-acre emergency disposal area north of the plant could be used for effluent percolation and storage under emergency conditions.

Construction is proposed to occur in two phases based on available project funding. Phase I will include work to upgrade the plant to tertiary treatment and would include disk filters, polymer feed system, OCID irrigation system rehabilitation, contact pipe, on-site hypochlorite generation, solids handling, backup power, a budget allowance for OCID irrigation improvements and use of bulk sodium hypochlorite for disinfection. Phase 2 will be future work and include construction and operation of the effluent storage pond.

### 2.3 Project Modifications Since IS/MND Adoption

The Mitigated Negative Declaration was approved in 2009. Due to the elapsed time, changes to the environmental setting may have occurred. There is no change to the project description that was analyzed in 2009 and as such, this document will focus on any changes to the environment in the proposed Project vicinity.

Figure 1  
Project Location





## SECTION THREE – CEQA CHECKLIST

The purpose of the checklist is to evaluate the categories in terms of any changed condition (e.g., changed circumstances, project changes, or new information of substantial importance) that may result in a changed environment result (e.g., a new significant impact or substantial increase in the severity of a previously identified significant effect)<sup>4</sup>.

The questions posed in the checklist come from Appendix G of the CEQA Guidelines. A “no” answer does not necessarily mean that there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed with mitigation measures in the IS/MND prepared for the project. These environmental categories might be answered with a “no” in the checklist, since the proposed project does not introduce changes that would result in modification to the conclusion of the adopted IS/MND.

### 3.1 Checklist Evaluation Categories

**Conclusion in Prior IS/MND** – This column provides a cross reference to the section of the IS/MND where the conclusion may be found relative to the environmental issue listed under each topic.

**Do Proposed Changes Involve New Impacts?** – Pursuant to CEQA Guidelines Section 15162(a)(1), this column indicates whether the changes represented by the revised project will result in new significant environmental impacts not previously identified or mitigated by the IS/MND, or whether the changes will result in a substantial increase in the severity of a previously identified significant impact.

**New Circumstances Involving New Impacts?** – Pursuant to CEQA Guidelines Section 15162(a)(2), this column indicates where there have been substantial changes with respect to the circumstances under which the project is undertaken that will require major revisions to the IS/MND, due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

**New Information Requiring Analysis or Verification?** – Pursuant to CEQA Guidelines Section 15162(a)(3)(a-d), this column indicates whether new information of substantial importance, which was

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<sup>4</sup> CEQA Guidelines Section 15162

not known and could not have been known with the exercise of reasonable diligence at the time of the previous FEIR or MND was certified as complete.

**Adopted IS/MND Mitigation Measures** – Pursuant to CEQA Guidelines Section 15162(a)(3), this column indicates whether the IS/MND provides mitigation measures to address effects in the related impact category.

### 3.2 Environmental Analysis

As explained in Section One, this comparative analysis has been undertaken pursuant to the provisions of CEQA Sections 15162 and 15164 to provide the City with the factual basis for determining whether any changes in the project, any changes in circumstances, or any new information since the IS/MND was adopted require additional environmental review or preparation of a Subsequent MND or EIR the IS/MND previously prepared.

As described in Section Two, no changes to the project have occurred; however, due to the lapse in time since the analysis occurred, the physical environment around the project site may have changed. Because of this, new analysis for impacts within the project area is provided in this Section of the Addendum and are listed below:

RESOLUTION NO. 2016-44

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
TO ADOPT THE WASTEWATER TREATMENT PLANT  
TERTIARY UPGRADE PROJECT CEQA ADDENDUM

WHEREAS, the City Council of the City of Orange Cove (the “City Council” and “City”, respectively) has received and reviewed the proposed Addendum to the 2009 Mitigated Negative Declaration, for the Wastewater Treatment Plant Tertiary Upgrade Project, including the 2009 adopted Mitigated Negative Declaration with appendices, and supporting information sources (collectively, the “Addendum”) together with the staff report and any related studies (collectively, the “Environmental Record”) for the proposed construction and operation of the Wastewater Treatment Plant Tertiary Upgrade Project (the “Project”), as described in the Addendum; and

WHEREAS, the City is the lead agency for purposes of environmental review of the Project under the California Environmental Quality Act (“CEQA”), pursuant to Public Resources Code § 21000 et seq., and the State “Guidelines for Implementation of the California Environmental Quality Act”; and

WHEREAS, the Project could, without mitigation, have resulted in a potential impact to certain areas of environmental concern, including Air Quality and Noise; and

WHEREAS, the City has prepared mitigation measures to address and mitigate all potential environmental impacts to a “less than significant” level, which is a part of the Environmental Record reviewed and considered by the City; and

WHEREAS, the City has incorporated the mitigation measures described in the Addendum as conditions of approval by the City; and

WHEREAS, with the exception of the potential impacts stated above, there are no other potentially significant environmental impacts resulting from the Project; and

WHEREAS, the City prepared the Addendum in accord with CEQA Guidelines Sections 15162 and 15164; and

WHEREAS, The City has considered the Addendum along with the previously adopted 2009 Mitigated Negative Declaration, technical studies, and other information in the Environmental Record; and

WHEREAS, the City has determined that the conclusions of the analysis in the Addendum remain consistent with those made in the 2009 Mitigated Negative Declaration and

that no new significant impacts will result and there will be no substantial increase in severity of impacts that result from those previously identified in the 2009 Mitigated Negative Declaration.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove, California, as follows:

1. The City Council adopts the foregoing recitals as true and correct.
2. The City Council finds that the Addendum reflects the independent judgment of the City as the lead agency for the Project.
3. The City Council finds that it has independently reviewed and considered the Environmental Record, including the Addendum.
4. On the basis of the Environmental Record as the whole record before the City Council, including the Addendum, the City Council finds, in its independent judgment and analysis, that there is no substantial evidence the Project will have a significant effect on the environment.
5. The City Council confirms that the mitigation measures described in the Addendum have been incorporated into the Project and adopts the Addendum as the final CEQA document for the Project, which are a part of the Environmental Record before the City Council for the Project.
6. The City Council approves and adopts the findings set forth herein, and the Addendum, based on the Environmental Record.
7. City staff is authorized and directed to cause a Notice of Determination concerning the adoption of the Addendum for the Project to be filed in the office of the Fresno County Clerk and with the Office of Planning and Research in accordance with CEQA and State CEQA Guidelines
8. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on July 13, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk

**Council Action Advised by July 31, 2016**

June 10, 2016

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: \_\_\_\_\_

2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: \_\_\_\_\_

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

2. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

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

3. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

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

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_
(circle one) (signature)

Date: \_\_\_\_\_

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

**RESOLUTION NO. 2016-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE TO  
RECOGNIZE THE NOVEMBER 1984 ANTI-SIKH VIOLENCE IN INDIA AS  
"GENOCIDE"**

**WHEREAS**, The City of Orange Cove is in support of this resolution to recognize the intentional, deliberate and systematic killing of Sikhs in India during November 1984 as "Genocide" as defined under the laws of the United States and UN Convention.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Orange Cove and find the following:

1. That Sikhism is the world's 5th largest religion with more than 26 million followers.
2. That in the aftermath of Indira Gandhi's assassination on October 31, the then ruling party of India, Indian National Congress a.k.a "Congress-I", organized and carried out, through its workers, supporters and sympathizers with the active connivance of the police and administration, violence against the Sikh population throughout the country, with the intent to destroy the Sikh community. The popular Indian film star Amitabh Bachchan, raised the slogan "blood for blood" calling for violence against Sikhs. His slogan was broadcast repeatedly over the state owned television and radio stations to instigate anti-Sikh violence.
3. That the violence against the Sikhs continued unabated for several days in more than 100 cities across India resulting in over 30,000 Sikhs killed; thousands of women raped; hundreds of Gurudwaras (Sikh Temples) burnt and more than 300,000 Sikhs displaced.
4. That in 2011, mass Grave of Sikhs in village Hondh-Chillar, state of Haryana was unearthed which was followed by discovery of similar startling new evidence containing mass graves, ruined villages, burnt Gurudwaras and other traces of Sikh population annihilated during November 1984 in the sates of Haryana, West Bengal, Uttar Pradesh and Jammu & Kashmir.
5. That since the perpetrators of the November 1984 Sikh Genocide were given impunity, in 2002 pogrom of Muslims was carried out in the state Gujarat during 2002 under the leadership of the then Chief Minister Narendra Modi and in 2008 hundreds of Churches were burnt and Christians were killed in the state of Orissa.
6. That the pattern of November 1984 genocidal violence against Sikhs has been allowed to perpetuate itself and has now become the part of the Indian system.
7. That United States laws and U.N Genocide Convention defines "attack with an intent to destroy in whole or in part, a religious or ethnic community" to be Genocide.
8. That 18 U.S. C Section § 1091 and "Genocide Accountability Act of 2007" make the crime of Genocide committed anywhere and anytime, punishable by the United States Courts.

The Mayor and City Council of the City of Orange Cove's Declaration of Policy is as follows:

1. Recognize that November 1984 violence against Sikh lives, properties and places of worship throughout India was carried out with intent to destroy the Sikh community and was thus "Genocide" as defined under the laws of the United States and the 1948 UN Genocide Convention.

2. Calls upon Barack Obama, the President of the United States and the Congress to recognize anti Sikh violence of November 1984 as "Genocide".
3. Condemn continuing gross human rights violations committed against the religious minorities in India.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Orange Cove the 13th day of July 2016 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

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Amarpreet Dhaliwal, Mayor

I, Diana Brooks, City Clerk of the City of Orange Cove, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said City Council, held at the Orange Cove Council Chambers on July 13, 2016 by the following vote:

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Diana Brooks, City Clerk

## Council Memo

TO: Honorable Mayor and City Council of Orange Cove  
FROM: Samuel Escobar, City Manager  
DATE: July 13, 2016  
SUBJECT: 2016 CDBG Program Application Submittal

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### BACKGROUND:

The Department of Housing and Community Development ("the Department") announced the availability of funds for the CDBG Program allocated to the State from HUD on May 17, 2016. Approximately \$27 million in federal CDBG funds was made available to State non-entitlement cities and counties who do not receive a direct allocation from HUD.

This Notice of Funding Availability applies to the CDBG Community Development, CDBG Economic Development, Colonia and Native American Allocations. Typical activities funded under these allocations include: business assistance projects and programs; Micro-enterprise assistance programs; housing rehabilitation programs and projects; homeownership assistance programs; housing acquisition projects; public infrastructure projects; public facility projects; public services programs; and planning and technical assistance grants.

On February 24<sup>th</sup>, staff conducted its first required public hearing at the City Council meeting to review the CDBG Program and discuss potential applications. On May 11<sup>th</sup>, staff again reviewed the program and potential application with the Council to receive direction on how to proceed. Based on those meetings staff is now requesting the Council provide direction to submit said application.

### APPLICATION TO BE SUBMITTED:

Staff will be submitting an application to HCD for \$1,725,000 for the following projects/activities:

- Public Facility – Diane Feinstein Park Improvements: \$1,500,000. If awarded, funds will be used to complete the remaining items at the Park, including: baseball field, soccer field, park lot, frontage street improvements, bbq/picnic and shelter area, storm drain piping for park site, landscaping, walking track and lighting.
- Public Service – Code Enforcement: \$225,000. If awarded, funds will be used to pay for the salary and other costs related to a code enforcement officer to operate in deteriorated areas within the City for the term of the grant (36 months).

\*ACTIVITY AMOUNTS ABOVE INCLUDE GENERAL ADMINISTRATION AS WELL

In addition, staff is recommending the committal of up to \$25,000 in CDBG Program Income towards the Park project. CDBG now requires that grantees expend all program income on hand prior to drawing down grant funds. Currently, staff is using its PI on the backwash project.

**NOTE: 50% OF CURRENT GRANT MUST BE EXPENDED AND DRAWN DOWN FROM THE STATE BY APPLICATION DUE DATE IN ORDER TO BE ELIGIBLE.**

**REQUESTED ACTIONS:**

- Open public hearing
- Receive public comment
- Close public comment
- Adopt resolution and direct staff to submit CDBG application by July 27, 2016

**FINANCIAL IMPACTS:**

Grant award: up to \$1,725,000

Match: None required for main project

Application Cost: Funds from current grant will pay costs for application preparation and submittal

## RESOLUTION NO. 2016-40

### A RESOLUTION APPROVING A 2016/2017 APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE GENERAL ALLOCATION OF THE STATE CDBG PROGRAM

WHEREAS, the California department of Housing and Community Development has issued a Notice of Funding Availability for the 2016 Community Development Block Grant; and

BE IT RESOLVED by the City Council of the City of Orange Cove as follows:

#### SECTION 1:

The City Council has reviewed and hereby approves an application for \$1,725,000 for the following activities:

- Public Facility – Diane Feinstein Park Improvements \$1,500,000
- Public Service – Code Enforcement \$225,000

#### SECTION 2:

The City has determined that federal Citizen Participation requirements were met during the development of this application.

#### SECTION 3:

The City will be committing any Program Income funds on hand and future Program Income monies received during the term of this grant agreement towards the Park Improvement project listed above, up to \$25,000.

#### SECTION 4:

The City Manager is hereby authorized and directed to sign this application and act on the City's behalf in all matters pertaining to this application.

#### SECTION 5:

If the application is approved, the City Manager is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

#### SECTION 6:

If the application is approved, the City Manager is authorized to sign Funds Requests and other required reporting forms.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Orange Cove held on July 13, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Name and Title  
City Council

**STATE OF CALIFORNIA**  
City of \_\_\_\_\_

I, \_\_\_\_\_, City Clerk of the City of \_\_\_\_\_, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name, City Clerk of the City of \_\_\_\_\_,  
State of California

By: \_\_\_\_\_  
Name, Title

Mayor:  
*Victor P. Lopez*

Mayor Pro Tem:  
*Diana Guerra Silva*

City Council Members:  
*Gilbert Garcia*  
*Minerva M. Pineda*  
*Josie Cervantes*



City Manager:  
*Samuel A. Escobar*  
(559) 626-4488 x-215

Interim Finance Director:  
*Carlos Sanchez*  
(559) 626-4488 x-216

City Clerk:  
*June V. Bracamontes*  
(559) 626-4488 x-214

Incorporated January 20, 1948

June 24, 2016

Alexis Gevorgian  
AMG & Associates, LLC  
16633 Ventura Blvd. Suite 1014  
Encino, CA 91436

Re: Request for Financial Assistance (Infrastructure Improvement Loan)  
Amaya Village Apartments  
Park Boulevard, Orange Cove, CA (Portion of APN 378-030-40T)

Dear Mr. Gevorgian,

We are pleased to inform you that the City of Orange Cove has approved your request to provide \$100,000 in off-site infrastructure improvements for the Amaya Village project. Improvements to include curb, gutter, sidewalk, street lights and asphalt paving improvements. The improvements to be installed are for the access road from Park Boulevard to the site as required by Planning commission Resolution PC 2016-05, Site Plan Review No. 2016-02, Condition of Approval No. 37. The access road will connect the project to Park Boulevard as required by the Planning Commission for a second access to the site.

Loan terms will include a simple interest rate not to exceed 3% with a 55-year amortization and term with payments based on residual receipts. The remaining loan terms will be in accordance with the City's standard affordable housing lending policies. Please be advised that this loan commitment is expressly conditioned upon your successful application for housing tax credits. The City will require proof of award from the California Tax Credit Allocation Committee prior to any further processing of your loan. Additionally, the City requires that all other financing be committed prior to any disbursement of City loan proceeds.

We wish you the best as you attempt to obtain the balance of your required financing. If you have any questions concerning this commitment of funds, please do not hesitate to call me.

Sincerely,

Samuel A. Escobar  
City Manager