



## AGENDA

**Victor P. Lopez, Mayor**

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

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

**WEDNESDAY, JULY 26, 2017 - 6:30 P.M.**  
**Orange Cove Council Chambers**  
**633 6<sup>th</sup> Street, Orange Cove, California 93646**

**A. Call to Order/Welcome**

Roll Call  
Invocation  
Flag Salute

**B. Confirmation of Agenda**

**C. Presentation**

**D. Consent Calendar**

1. City Warrants for the month of June 2017
2. City Council Minutes of May 24, 2017
3. Second Reading of Ordinance 382 Amending the Official Zone Map; Rezone No. 2017-01, Orchard Village Apartments

**E. Administration**

**City Engineer:**

4. **SUBJECT:** Consideration and Discussion regarding the bid for the SCADA connection for Water Treatment Plan Flowmeter

**Recommendation:** Council to consider approving the bid from Lighthouse Electrical, Inc. in the amount of \$6,154 for the connection of the new Flowmeter at the Water Treatment Plant to the existing SCADA System

5. **SUBJECT:** Consideration and Discussion regarding the Final Acceptance of the Joe Serna Basin Backfill Project

**Recommendation:** Council to consider approving Resolution No. 2017-24 Authorizing the Final Acceptance and Notice of Completion for the Joe Serna Basin Backfill Project

**Interim City Manager/Police Chief:**

6. **SUBJECT:** Consideration and Discussion regarding the following position:

- a. Maintenance Position (Currently Advertised)
- b. Operator In Training (OIT) at the Waste Water Plant

**Recommendation:** Council to approve the positions as mentioned above and advertise

**Mayor and City Councilmembers:**

7. **SUBJECT:** Consideration and Discussion regarding the City Manager Compensation and Replacement

**Recommendation:** Council to discuss the City Manager Compensation and Replacement and approve the Recommendation by the Finance Director

8. **SUBJECT:** Consideration and Discussion regarding the Central Valley Latino Leadership Summit special guest Senator Pro Tem Kevin de Leon cancelled July 25, 2017 rescheduled to August 9, 2017 located at the Orange Cove Community Center

**Recommendation:** Informational Item Only

**F. Public Forum**

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speakers microphone, state your name and address, and then proceed with your comments.

**G. Interim City Manager's/Police Chief Report**

**H. City Attorney's Report**

**I. City Council Communications**

**J. Closed Session**

9. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9)  
One Case

**K. Reconvene City Council Meeting**

**L. Adjournment:**

**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 [cityoforange Cove.com](http://cityoforange Cove.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

**Victor P. Lopez, Mayor**

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

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

**WEDNESDAY, MAY 24, 2017 - 6:30 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  
Councilmember Minerva Pineda  
Councilmember Josie Cervantes

**STAFF PRESENT:** City Manager Samuel A. Escobar  
City Attorney, Dan McCloskey  
Police Chief, Marty Rivera  
City Clerk June V. Bracamontes

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

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

## **B. CONFIRMATION OF AGENDA**

No changes.

## **C. PRESENTATION**

Mr. Eli Cruz presented to Council about Diabetics programs; eating right and exercising. Requested to use a facility to bring in nutrition programs.

Mayor and Council asked Mr. Cruz to work with staff to facilitate the community center.

## **D. CONSENT CALENDAR**

1. City Warrants for the month of April 2017
2. City Council Minutes of April 26, 2017

**Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilwoman Minerva Pineda, Council approved the Consent Calendar as presented (Yes Vote: Lopez, Silva, Pineda, Cervantes) (No Vote: Councilmember Garcia)**

## **E. ADMINISTRATION**

### **City Engineer:**

3. **SUBJECT:** Consideration and Discussion regarding the Dedication of Right of Way for streets and a Public Utility Easement for Sequoia View Shopping View

**Recommendation:** Council to consider approving Resolution No. 2017-14 Authorizing Dedication of Right of Way for Park Blvd. and Anchor Avenue and Dedication of a Public Utility Easement and Accepting the Dedications on behalf of the Public for the Sequoia View Shopping Center

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved Resolution No. 2017-14 Authorizing Dedication of Right of Way for Park Blvd. and Anchor Avenue and Dedication of a Public Utility Easement and Accepting the Dedications on behalf of the Public for the Sequoia View Shopping Center and to add the offsite utility. (Yes vote: Lopez, Silva, Garcia, Cervantes and Pineda)**

4. **SUBJECT:** Consideration and Discussion regarding the Final Acceptance of the High School Pressure Relief Valve Project

**Recommendation:** Council to consider approving Resolution No. 2017-15 Authorizing the Final Acceptance and Notice of Completion for the High School Pressure Relief Valve Project

Upon the motion by Councilwoman Cervantes and seconded by Councilman Garcia, Council approved Resolution No. 2017-15 Authorizing the Final Acceptance and Notice of Completion for the High School Pressure Relief Valve Project (Yes vote: Lopez, Silva, Garcia, Cervantes and Pineda)

**Mayor and City Councilmembers:**

5. **SUBJECT:** Consideration and Discussion regarding the League of California Cities 2017 Annual Conference Voting Delegate and Alternates

**Recommendation:** Council to consider designating a Voting Delegate and Alternate

Upon the motion by Councilwoman Pineda and seconded by Councilman Garcia, Council approved Councilwoman Cervantes as the Delegate and Mayor Pro Tem Silva as the Alternate at the League of California Cities Annual Conference September 13-15, 2017(Yes vote: Lopez, Silva, Garcia, Cervantes and Pineda)

**City Manager:**

6. **SUBJECT:** Consideration and Discussion regarding San Joaquin Valley Joint Powers Authority

**Recommendation:** Council to consider approving Resolution No. 2017-13 supporting the San Joaquin Valley Joint Powers Authority

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved Resolution No. 2017-13 supporting the San Joaquin Valley Joint Powers Authority (Yes vote: Lopez, Silva, Garcia, Cervantes and Pineda)



7. **SUBJECT:** Consideration and Discussion regarding the Orange Cove Independence Day Celebration on July 3, 2017

**Recommendation:** Council to approve the Independence Day Celebration on July 3, 2017 and accept the bid contract with PYRO in the amount of \$10,000

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the Independence Day Celebration on July 3, 2017 and accept the bid contract with PYRO in the amount of \$10,000**

8. **SUBJECT:** Consideration and Discussion regarding the Orange Cove Farmers Market

**Recommendation:** Council to consider the City to operate the Annual Farmers Market Volunteered by Mr. Ralph Pardo and Mr. Manuel Ferreira

## **F. PUBLIC FORUM**

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speakers microphone, state your name and address, and then proceed with your comments.

1. Mr. Adam Del Bosque has new ideas and would like to compromise with the City on the Utility bases and indicated that he met with the City Manager to patent couple of designs.
2. Terrance McMarther from the Orange Cove Library announced the following activities:
  - Lunch by the EOC Program
  - Summer Reading Program
3. Ms. Leticia Mendoza concern about the parking of the Semi Trucks. Mayor Lopez requested to have the Parking of the Semi Trucks on the water bill.
4. Mr. Manuel Ferreira announced that the Chamber office moved to 640 Park Blvd., #6

**G. CITY MANAGER'S REPORT**

Nothing to report

**H. CITY ATTORNEY'S REPORT**

Nothing to report

**I. CITY COUNCIL COMMUNICATIONS**

**Councilman Gilbert Garcia:**

Question to City Manager about the water meter when it will take effect. Per City Manager Water Meter Project is complete receivers are working and the City will be sending out notices.

**Councilwoman Josie Cervantes:**

Nothing to report.

**Councilwoman Minerva Pineda:**

Nothing to report.

**Mayor Pro Tem Diana Guerra Silva:**

Nothing to report.

**Mayor Victor P. Lopez:**

Attended the award ceremony at the Orange Cove High School; the Cultiva La Salud regarding lighting/sidewalks safe route to school; Member of the JPA and Mayor represents the Eastern County.

**J. CLOSED SESSION:**

(Council went into closed session at 8:10 p.m.)

9. Conference with Labor Negotiator, Government Code Section 54957.6

a. City Negotiator: Samuel Escobar

Employee Organization: International Union of Operating Engineers,  
Stationary Engineers, Local 39

**K. RECONVENE COUNCIL MEETING**

Mayor reconvened City Council Meeting and announced Closed Session item still under negotiation.

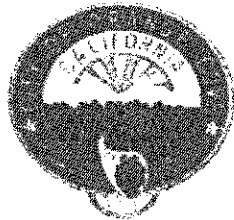
**L. ADJOURNMENT**

Mayor adjourned the City Council Meeting at 9pm.

RESPECTFULLY SUBMITTED: \_\_\_\_\_

June V. Bracamontes, City Clerk

Presented to Council: Date: \_\_\_\_\_ Action: \_\_\_\_\_



For the Meeting of:

July 26, 2017

# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Request to Amend the Official Zone Map; Rezone No. 2017-01, Orchard Village Apartments, Second Reading.  
**Attachments:** Ordinance No. 382

**RECOMMENDATION:**

That the City Council conduct the second reading of the Zoning Amendment No. 2017-01, Orchard Village Apartments, and adopt the attached Ordinance, amending the Official Zone Map.

**EXECUTIVE SUMMARY:**

On July 12, 2017 the City Council conducted a public hearing and adopted the first reading on Ordinance No. 382, amending the Official Zone Map by approving Zoning Amendment No. 2017-01.

**BACKGROUND:**

The Orchard Village Apartments were developed sometime in the early 1990's. The property was originally composed of two parcels. The northerly 4.7 acres were zoned R-3, High Density and the southerly 9.1 acres was zoned R-2, Medium Density. The project was constructed as a high-density residential project, but the southerly portion was not re-zoned.

The owners are pursuing financing for the project and need to have the zoning consistent with the developed project. This application will accomplish that end. There is no new construction planned and no units will be added to the site. This is merely to correct a previous oversight.

The General Plan designation for the property is High Density Residential. The General Plan Land

Prepared by:                                 GH                                

Approved by: \_\_\_\_\_

REVIEW: City Manager:                         MYR                        

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: \_\_\_\_\_

Use/Zoning Consistency Table shows the proposed R-3 designation as compatible with the land use designation.

**REASON FOR RECOMMENDATION:**

The rezoning of the project will make the zoning consistent with the project as it is built.

**FISCAL IMPACT:**

None

**ALTERNATIVES:**

The City Council may request additional information from the staff or applicant.

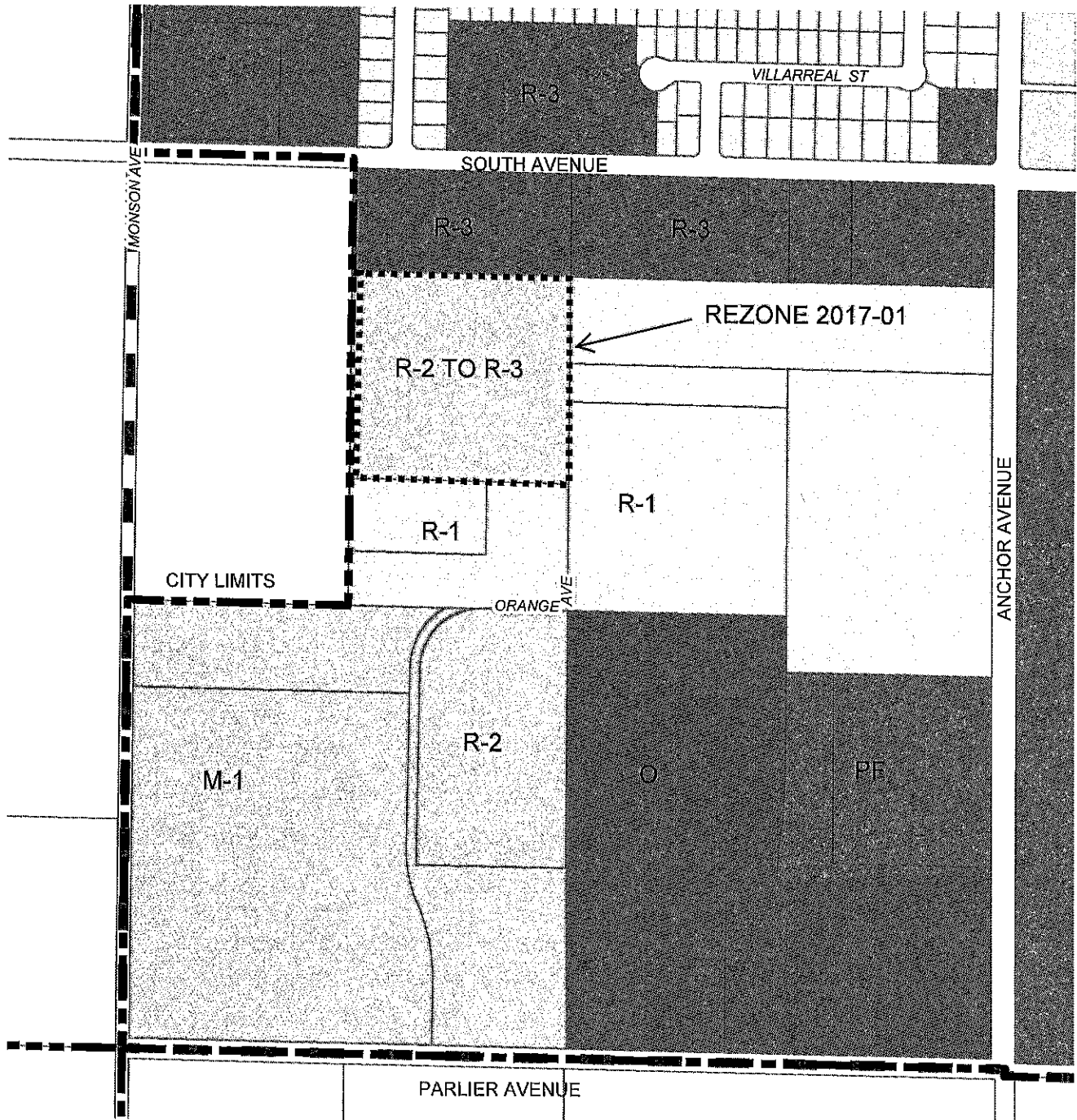
**ACTIONS FOLLOWING APPROVAL:**

The property owner will be notified of the action by the Council.

**CONFLICT OF INTEREST:**

None

REZONE 2017-01  
R-2 MEDIUM DENSITY RESIDENTIAL TO  
R-3, HIGH DENSITY RESIDENTIAL



**ORDINANCE NO. 382**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
AMENDING THE OFFICIAL ZONE MAP  
ZONING AMENDMENT NO. 2017-01, ORCHARD VILLAGE APARTMENTS**

**WHEREAS**, Zoning Ordinance Amendment No. 2017-01 has been submitted by Orchard Village 188, L. P. to amend the City of Orange Cove Official Zone Map from the R-2, Medium Density Residential District to the R-3, High Density Residential District, described as follows:

Parcel 1 of Parcel Map No. 92-02, according to the map thereof recorded in Book 53 of Parcel Maps at Page 75, Fresno County Records; and

**WHEREAS**, the project is located at the southwest corner of Orange Avenue and South Avenue; and

**WHEREAS**, a public hearing was advertised before the City Council regarding the proposed rezoning in accordance with Government Code, Section 55090 et seq; and

**WHEREAS**, the Council did conduct a public hearing on the proposed amendment on the 12th day of July, 2017; and

**WHEREAS**, after receiving public testimony and reviewing the staff report prepared for the proposed rezoning, which is herein incorporated by reference, did made the following findings:

- a) The proposed rezoning is necessary to implement the land use designations for the subject property as shown on the Orange Cove General Plan Land Use Element;
- b) The use proposed shall not be detrimental to present and planned use

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE COVE DOES HEREBY ORDAIN THE FOLLOWING:**

Section 1: There is no possibility that the proposed activity may have a significant change on the environment and therefore CEQA does not apply

Section 2: Zoning Ordinance Amendment No. 2017-01 from the R-2, Medium Density Residential District to the R-3, High Density Residential District is approved, for the subject property, as described above.

Section 3: This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption. Within fifteen (15) days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

The foregoing ordinance was introduced at a regular meeting of the City Council of Orange Cove held on the 12th day of July, 2017, and passed and adopted at a regular meeting of the City Council held on the 26th day of July, 2017, by the following vote:

AYES:

NOES:

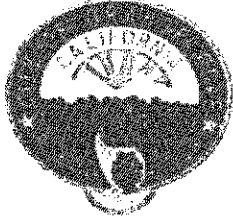
ABSTAIN:

ABSENT:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
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 Joe Serna Basin Backfill Project.  
**Attachments:** Resolution

**RECOMMENDATION:**

We recommend that the Council adopt the attached resolution accepting the work for the Joe Serna Basin Backfill Project and authorize the City Engineer to record the Notice of Completion.

**EXECUTIVE SUMMARY:**

Valley Excavation, Inc. has completed the work required for the Joe Serna Basin Backfill Project. The work has been inspected by our Public Works Inspector and found to be in compliance with the plans and specifications.

**BACKGROUND:**

The Joe Serna Basin Backfill Project filled in the temporary storm drain basin and graded the lots for house construction.

The total cost of the project was \$104,512 including engineering and compaction testing. There were no change orders.

**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.

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

Approved by: \_\_\_\_\_

REVIEW: City Manager: *[Signature]*

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: \_\_\_\_\_



**FISCAL IMPACT:**

The cost of the project has been paid for with Funds from the former REA Housing 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 apparent.

**RESOLUTION NO. 2017-24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
AUTHORIZING FINAL ACCEPTANCE AND NOTICE OF COMPLETION  
FOR JOE SERNA BASIN BACKFILL PROJECT**

WHEREAS, Valley Excavation, Inc. has completed the work for the Joe Serna Basin Backfill 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 Joe Serna Basin Backfill 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 Joe Serna Basin Backfill 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 26<sup>th</sup> day of July, 2017, 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:** Approval of bid for SCADA connection for Water Treatment Plant Flowmeter  
**Attachments:** Proposal from Lighthouse Electric

**RECOMMENDATION:**

Council approve the bid from Lighthouse Electrical, Inc. of \$6,154 for the connection of the new Flowmeter at the Water Treatment Plant (WTP) to the existing Supervisory Control and Data Acquisition (SCADA) system.

**EXECUTIVE SUMMARY:**

In July 2016 the Council approved the installation of a totalizing flowmeter on the discharge pipe from the Water Treatment Plant to the City distribution system. The connection of the new meter to the existing SCADA system was not included in the authorized work. Lighthouse Electrical has been working at the WTP as part of the Backwash Reclamation Project and they are familiar with the existing computerized SCADA system.

**BACKGROUND:**

The operation of the WTP depends upon its SCADA system which provides readings from the various meters and gauges monitoring the plant. It also allows the operators to make adjustments electronically to plant operations to reflect changing conditions.

A new totalizing water meter was needed at the WTP to accurately measure the amount of water flowing into the distribution system and therefore, being used by the City. The Council approved the purchase of the meter from Advanced Flow Measurement and installation by Dawson-Mauldin Construction as part of the water meter project. The old meter on the discharge line showed only instantaneous flow in gallons per minute, but did not totalize those into a daily flow. Both of those numbers are needed for the efficient operation of the WTP. The new meter requires additional work to the SCADA system to record those readings.

Prepared by:                     GH                    

Approved by: \_\_\_\_\_

REVIEW: City Manager:                     mya                    

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"/> Department Report			<input type="checkbox"/> Other	
<input type="checkbox"/> Redevelopment Agency			<input type="checkbox"/> Continued to: _____	

Their bid of \$6,154 includes hardware and software programming. The cost for this work can be paid for with Water Treatment Plant Impact Fee account.

**REASON FOR RECOMMENDATION:**

The new totalizing flow meter needs to be added to the WTP SCADA system to record daily water flow amounts.

**FISCAL IMPACT:**

The cost of \$6,154 will be paid from the Water Treatment Plant Impact Fee account.

**ALTERNATIVES:**

The Council may request additional information.

**ACTIONS FOLLOWING APPROVAL:**

A purchase order to Lighthouse Electrical, Inc. will be issued for \$6,154.

**CONFLICT OF INTEREST:**

None.



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 Fresno, CA 93725  
 Office (559) 498-3017  
 Fax (559) 498-0292  
 www.lighthouseelec.com  
 Lic# 871256  
 PWC# 1000024650

# FIXED PRICE QUOTATION

FIXED PRICE QUOTATION # L4903A  
 5/25/2017


<b>Bill:</b> Orange Cove WTP 602 2nd St. Orange Cove, CA 93646	<b>Ship:</b> Orange Cove WTP 602 2nd St. Orange Cove, CA 93646
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Qty	Description	Unit Cost	Amount
	F&I new analog card for existing Allen Bradley, SLC platform, PLC Connect existing flow meter to new analog card. Modify PLC program to read totals measured from flow meter. Modify SCADA program to read and display measurements from flow meter Add two screens to the existing HMI.		
Payment Terms: 100% at completion of scope items (Net 30)		<b>Lump-sum Total</b>	
		<b>\$6,154</b>	

**Conditions:**

- This is a lump-sum fixed price quotation that includes any applicable sales tax.
- This offer shall expire 30 days from date of proposal.
- Buyer requested overtime will be additional cost.
- The existing system is expected to be correct and operable. Troubleshooting of existing system will be in addition this proposal.
- Any additional hardware or services will be in addition to this proposal. This includes, but is not limited to control or communication to any other devices not listed here.
- If formal contract is required, its conditions must not deviate from this proposal without LEI's written permission.

*This quotation constitutes an offer to sell which expressly limits acceptance to the Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. Subject to approval of Buyer's credit worthiness and return of this Agreement with Buyer's signature and Purchase Order number.*

<b>Buyer:</b> Orange Cove WTP 602 2nd St. Orange Cove, CA 93646	By: _____ Date: _____ PO#: _____	<b>Seller:</b> Lighthouse Electrical Inc. 3585 E. Date Ave. Fresno, CA 93725	 By: _____ Date: 5/25/2017
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# Standard Terms and Conditions:

All sales of services or materials by Lighthouse Electrical Inc. (Seller) are subject to the following terms and conditions. Seller objects to any additional or different terms contained in any documentation (including, but not limited to purchase orders or acceptance letters) submitted by Buyer. No waiver or modification of these terms and conditions shall be binding on Seller unless authorized in writing by Seller.

**SCOPE.** Seller agrees to perform for the Buyer the services described in this document. Buyer acknowledges that Seller shall perform the services based upon information furnished to Seller by the Buyer, and Seller shall be entitled to rely upon such information as being accurate and complete. Seller will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

**CHANGE ORDERS.** If Buyer requests a change in the scope to be provided, Seller reserves the right to revise delivery schedules and make an equitable adjustment to the price. Any changes within the scope of services must be in writing and approved by both Seller and Buyer before implementation.

**PAYMENT TERMS.** Unless otherwise noted in this document, this offer is based upon standard industry terms of net 30. Net 45 & 60 terms are available at an increased cost.

**INSURANCE.** Unless otherwise stated in this Agreement, Seller's standard insurances will apply. If greater insurances are required, it will be at additional cost to the Buyer.

**TAXES.** Unless otherwise stated in this Agreement, Seller's prices do not include sales, use, or similar taxes.

**FREIGHT.** Unless otherwise stated in this Agreement, Seller's prices do not include crating or freight. Buyer shall bear the risk of loss or damage to any equipment at such time as said equipment leaves Seller's shop.

**SCHEDULING.** Any estimate of time required to perform work listed in this Agreement is based upon a start date only after (a) approval of Buyer's credit worthiness and (b) return of Agreement with Buyer's signature and Purchase Order number. Buyer accepts that any timeline estimate given by Seller is only an estimate and is subject to change at any time without penalty to Seller.

**PAST DUE ACCOUNTS.** For the performance of the services, Buyer shall pay Seller in the manner and at the times herein specified in this Agreement. If Buyer's account becomes past due on any project that Buyer has with Seller, Seller reserves the right to stop work immediately on all projects for Buyer until all past due invoices are paid. Seller shall not be liable for any liquidated damages or other costs incurred by the Buyer as a result of Seller's stoppage of work due to non-payment. There will be a 1-1/2% per month finance charge for all invoices which are past due.

**CONTRACT TERMINATION.** Should the Buyer fail to comply with this Agreement as set forth herein, then Seller shall have the right, after giving five days written notice to the Buyer, to terminate this Agreement. Should the Buyer wish to cancel this agreement as set forth herein, then Buyer shall provide Seller 5 days written notice. Upon termination of the Agreement by either party, the Buyer shall be obligated to pay Seller for all work executed and for any proven loss, cost or expense in connection with the work, plus any accrued finance charges resulting from late payment of invoices, through the date of termination. Additionally, upon termination of the Agreement by Buyer, Seller shall be entitled to a 5% cancellation fee based upon the initial contract price and added to any other charges presented to Buyer. Upon receipt of such payment in full, Seller shall release to the Buyer all materials, programming and documentation completed to the date of termination of this Agreement.

**WARRANTY.** Seller's liability under this agreement shall be limited to re-performing only those deficient engineering or programming services which a) result from Seller's negligence or willful misconduct, and b) are reported in writing to Seller within one (1) year from date of completion of the services hereunder. Under no circumstances shall Seller be liable to Buyer for any consequential or incidental damages, including, but not limited to loss of use or loss of profit. Any change to Seller's design or programming by Buyer will void and nullify all warranty. Buyer agrees to pay Seller's standard over-time rates for any warranty work performed outside the normal business hours of M-F, 8-5. Seller shall not be required to perform any warranty work if Buyer's account with Seller becomes past due.

**EQUIPMENT WARRANTIES.** Seller will use its best effort to obtain applicable warranties from all equipment manufactures for equipment provided by Seller to the Buyer and will transfer all such warranties directly to Buyer. Buyer acknowledges that Seller is supplying such equipment without warranty, either implied or expressed.

**NO SOLICITATION OR HIRING.** Buyer shall not solicit for employment any person employed by Seller, for a period of one year after completion of this work. Should Buyer hire a Seller employee within one year of completion of this work, Buyer agrees to pay Seller an amount equal to three times the employee's annualized salary.

**ATTORNEY'S FEES.** If there is any action or legal proceeding of any kind to enforce or interpret any provision of this Agreement, the unsuccessful party to such proceeding or action shall pay the prevailing party all costs and expenses including reasonable attorney's fees and costs incurred by such prevailing party, whether or not such action or legal proceeding proceeds to a judgment.

**INDEMNITY.** Buyer will defend, indemnify, and hold Seller harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the services and materials by Seller under this Agreement, including claims related to Seller's use of Buyer supplied drawings, measurements, data, or any other information provided by Buyer that is used in supplying materials or services. However, in no event shall Buyer be liable under this provision for claims arising out of the sole negligence or willful misconduct of Seller.

**THIRD-PARTY BENEFICIARIES.** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Seller. Seller's services and materials are being supplied solely for Buyer's benefit, and no party or entity shall have any claim against Seller because of this Agreement or the performance or nonperformance of the services and materials supplied under this Agreement.

**INDEPENDENT CONTRACTORS.** Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

**ENTIRE AGREEMENT.** This Agreement represents the entire and integrated contract between Buyer and Seller and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Buyer and Seller.

**CHOICE OF LAW/VENUE.** California law shall govern the terms of this Agreement. In any dispute over this Agreement, the venue will be Fresno County, California.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.



Incorporated January 20, 1948

**Date:** July 26, 2017  
**To:** Orange Cove City Council  
**From:** Randy Uyeda, Finance Director  
**Subject:** City Manager Compensation and Replacement

**Attachments:** Compensation Survey

### **BACKGROUND**

At the request of Mayor I have compiled a list of City Managers salaries in the local area. I used the following sources of information:

1. Transparent California and Government Compensation in California websites based on 2016 or the latest filing
2. Latest posted audit financial statement
3. Direct inquires

### **FINDINGS**

Based on the attached schedule:

1. There is no correlation between salaries and population, total revenues/expenses, or general fund expenditures.
2. Salaries on either step basis, i.e., step 1, starting salary or negotiated
3. Some salaries appear to be high in comparison to the aforementioned categories, probably a result of longevity
4. Salaries range from low of \$114,396 to a high of \$169,638 (Fowler, City Manager was there 15+ yrs.)
5. Three cities are "grant driven" and \$130,00 salary is the high

### **RECOMMENDATION**

I therefore recommend a starting annual salary of \$130,000 based on the upper level for the 3 grant driven cities. This is not much more than we paid our past City Manager.

In the interim I recommend that the City hire an experienced Interim City Manager. Police Chief River has more than enough responsibilities taking care of the police department and agrees the need for such a person. I believe it will take some time to find and hire a qualified candidate and this will provide time for such a search. We have a viable candidate, Mr. D-B Huesser, retired City Manager for the City of Selma. Mr. Huesser has 14+ yrs as City Manager and 14+ years as Economic Development Director for the City of Selma and is interested in interim work.



**City of Orange Cove  
City Manager Compensation Survey**

City	Salary	Population	All Revenue	All Expenses	General Fund		Grant % of Total Revenue
					Net Year End	Total Revenue	
<b>By Revenue</b>							
Orange Cove	\$128,785.00	9,078	\$11,347,087	\$8,354,853	(\$239,927)		58.00%
Huron	\$151,700	6,754	\$7,049,336	\$5,133,650	\$312,546		
Mendota	\$138,497	11,014	\$7,141,786	\$7,709,266	(\$391,013)		
Fowler	\$169,638	5,570	\$7,568,477	\$6,235,474	\$85,910		
Firebaugh	\$114,936	7,549	\$8,949,461	\$7,210,022	\$656,570		
Kerman	\$157,582	13,544	\$12,301,737	\$10,424,114	\$528,328		
Kingsburg	\$137,143	11,382	\$12,822,497	\$10,399,367	\$744,446		
Farmersville	\$129,733	11,248	\$14,944,702	\$6,500,320	(\$243,794)		62.00%
Parlier	\$130,000	14,494	\$15,225,929	\$11,073,637	(\$371,792)		56.00%
Selma	\$139,384	23,219	\$20,766,303	\$19,057,030	(\$1,091,864)		
Reedley	\$163,011	24,194	\$28,908,901	\$23,023,261	(\$852,395)		
Sanger	\$138,206	24,270	\$29,845,105	\$25,324,535	\$562,886		
Dinuba	\$151,162	23,702	\$57,194,284	\$47,597,770	\$1,594,471		
<b>By Population</b>							
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**City of Orange Cove  
City Manager Compensation Survey**

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					Net Year End	Grant % of Total Revenue	
<b>By Population (cont'd)</b>							
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