



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Gilbert Garcia, Council Member

Minerva Pineda, Council Member

Josie Cervantes, Council Member

WEDNESDAY, JULY 8, 2015 - 6:30 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

1. Roll Call
2. Invocation
3. Flag Salute

B. Confirmation of Agenda

C. 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.

D. Consent Calendar

1. Park Use Agreement between the City of Orange Cove and Viva La Salud Health Fair Event on July 26, 2015 located at Eaton Park
2. Proposals from TNT for the removal of Anthracite and ERS for Turn Key Service at the Water Treatment Plant

E. Administration

City Engineer:

1. **SUBJECT:** Discussion and direction regarding proposed restrooms at Eaton Park

Recommendation: Council to provide direction to Staff regarding the design and placement of the proposed restroom building at Eaton Park

2. **SUBJECT:** Consideration of a Resolution accepting the bid for the replacement of flooring at the Julia A. Lopez Child Development Center Restrooms and awarding the contract to A & M Flooring, Inc. in the amount of \$8,730.00

Recommendation: Council to adopt a Resolution accepting bid for the Julia A. Lopez Child Development Center Restroom Flooring Project and awarding the contract to A&M Flooring.

Finance Director:

3. **SUBJECT:** Consideration of a Resolution approving a request to the Fresno County Transportation Authority for Fiscal Year 2015-16 Measure C Extension Local Transportation Pass Through Funds

Recommendation: Council to adopt the Resolution approving a request to the Fresno County Transportation Authority for Fiscal Year 2015-16 Measure C Extension Local Transportation Pass Through Funds and requesting distribution of said funds.

City Manager:

4. **SUBJECT:** Consideration of the Second Amendment to the Facilities Use and Maintenance Agreement between the City of Orange Cove and Target Eight Advisory Council

Recommendation: Council to approve the Second Amendment to the Facilities Use and Maintenance Agreement between the City of Orange Cove and Target Eight Advisory Council changing the monthly payment rate.

F. City Manager's Report

G. City Attorney's Report

H. City Council Communications

I. Closed Session:

- 5. Conference with Labor Negotiators pursuant to Government Code Section 54957.6
Agency designated representatives: Sam Escobar, City Manager; Bianca Sparks, City Attorney
Employee Organization: International Union of Operating Engineers, Local 39
- 6. Conference with Labor Negotiators pursuant to Government Code Section 54957.6
Agency designated representatives: Sam Escobar, City Manager; Bianca Sparks, City Attorney
Employee Organization: Orange Cove Police Officers Association
- 7. Conference with Real Property Negotiators – Government Code Section 54956.8
Property Address: 555 “G” Street, Orange Cove CA
City Negotiator: Sam Escobar, City Manager
Negotiating Parties: Target Eight Advisory Council
Under Negotiation: Price and terms of payment

J. Reconvene City Council Meeting:

Report out of Closed Session

K. 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.

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.

**CITY OF ORANGE COVE PARK USE AGREEMENT FOR VIVA LA SALUD
HEALTH FAIR EVENT**

THIS PARK USE AGREEMENT (“Agreement”) is entered into on this ____ day of JULY 2015 (“Effective Date”), by and between the City of Orange Cove, a California municipal corporation (the “City”) and COCOLA BROADCASTING CO., a California corporation, (the “Organizer”). The City and the Organizer are collectively referred to as “Parties.”

RECITALS

WHEREAS, the City is the owner of EATON Park, located at, Orange Cove, California (hereinafter the “Park”); and

WHEREAS, Organizer desires to organize and operate **VIVA LA SALUD HEALTH FAIR IN JUNCTION WITH UNITED HEALTH CENTERS** on **SUNDAY, JULY 26TH, 2015**, as provided in this Agreement, at the Park (the “Event”); and

WHEREAS, the City finds a public benefit in allowing Organizer to organize and operate the Event in the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. USE OF CITY PARK; GENERAL CONDITIONS

(A) Term.

The term of this Agreement shall commence on the Effective Date and shall terminate on **SUNDAY, JULY 26TH, 2015**, unless sooner terminated by the City, as provided in this Agreement.

(B) Event.

- (1)** For the purpose of the Event, Organizer shall have the right to use the Park and its facilities, as identified in Exhibit A, attached hereto and incorporated herein by this reference (“Park Facilities”).
- (2)** Subject to the requirements of this Agreement and Exhibit B, Organizer shall operate the Event on **SUNDAY, JULY 26TH, 2015** during the hours of **8AM TO 6PM**.

- (3) Notwithstanding the foregoing, Organizer may use the Park and Park Facilities for the purposes of setting up for the Event from **8AM TO 6PM** commencing on **SUNDAY, JULY 26TH, 2015**.
- (4) By no later than **7PM** on **SUNDAY, JULY 26TH, 2015**, Organizer shall ensure the Park and Park Facilities are cleared, cleaned-up, maintained and all areas of the Park and Park Facilities are restored to the condition they were found.

(C) Use Restrictions.

The following activities or items are prohibited in the Park and Park Facilities as part of the Carnival:

- (1) Live animals, except for service animals;
- (2) Pyrotechnics;
- (3) Candles, lanterns, incense or open flames;
- (4) Decorations or other items that will damage building surfaces, such as use of nails, tacks, fasteners, staples, scotch tape, putty, glue or other adhesives;
- (5) Mylar or plastic confetti;
- (6) Straw or hay;
- (7) "Silly String"; and
- (8) Smog or fog generating devices.

(D) Organizer Responsibilities.

- (1) Organizer is responsible for the conduct of all participants, and any damages that may occur at or to the Park or Park Facilities, or as a result of conducting or operating the Event.
- (2) Organizer agrees on its behalf, to fully comply with the City's regulations, requirements and policies, as well as applicable state and federal regulations. Organizer further agrees to fully and promptly obey and comply with any and all lawful orders given by City staff and/or the Orange Cove Police Department and any Fire Departments.
- (3) If law enforcement's assistance is required, the City is authorized to terminate Event immediately.
- (4) Organizer shall ensure that all entertainment acts and vendors ("Event Participants") execute and submit to the City the "General Release, Hold Harmless and Indemnity Form," as provided by the City and attached hereto as Exhibit C, at least three (3) days prior to commencement of the Event.

(E) Non City-Owned Property.

The City reserves the right to remove any remaining items from the Park or Park Facilities and have them stored at Organizer's expense upon expiration of the Term of this Agreement. If such items, equipment or supplies are not claimed within six (6) months, the City reserves the right to dispose of such material in any manner it deems appropriate. Organizer shall be responsible for any costs of storage and disposal incurred by the City for such equipment or supplies. The City is not responsible for any damage or theft of any items left by Organizer, Event Participants, or any other party attending the Event.

(F) Additional Guidelines.

Organizer shall comply with the Additional Guidelines, attached hereto as Exhibit B, and incorporated herein by reference.

SECTION 2. RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) Organizer shall defend, indemnify, and hold harmless City, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising out of or in connection with Organizer's use of the Park and/or Park Facilities or its negligent failure to comply with any of its obligations contained in this Agreement (collectively "Claims"), except such loss or damage which was caused by the sole negligence, or willful misconduct of City. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Organizer from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

(B) Organizer releases the City, its officers, officials, agents, and employees of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with Organizer's use of the Park and/or Park Facilities under this Agreement.

Organizer acknowledges and expressly waives the benefit of California Civil Code Section 1542, which is set forth below, and specifically agrees that the release contained in this Agreement shall extend to all claims arising out of transactions which the Parties do not know or expect to exist in their favor at this time, and which rise out of or are connected to the Event. California Civil Code Section 1542 provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST
IN HIS OR HER FAVOR AT THE**

TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

_____ MS _____ City's Initials Organizer's Initials

The Organizer acknowledges that the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from or in addition to the facts or law as now known to each Party or its counsel. The Organizer therefore expressly agrees that the release so given shall be and remain in effect as a full and complete release of the persons and entities released thereby notwithstanding any possibility of new or different facts or law.

(C) By execution of this Agreement, Organizer acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

(D) If, for any reason such as, but not limited to, earthquake, flood water damage, explosion or other calamity of circumstance, it shall become necessary to close the Park or Park Facilities, no liability shall occur against City for damage due to loss of business, loss of revenue or additional costs insured by Organizer.

SECTION 3. INSURANCE

(A) During the term of this Agreement, Organizer shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth in the attached Exhibit D, incorporated herein by this reference.

(B) City and its elected and appointed officers, employees, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement.

(C) At all times during the term of this Agreement, Organizer shall maintain on file with the City's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 3 are in effect in the required amounts and naming the City and its elected and appointed officers, employees, agents, and volunteers as additional insureds. Organizer shall, five (5) days prior to the Event, file with City's Risk Manager such certificate(s).

(D) Organizer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

SECTION 4. COMPLIANCE WITH LAWS

Organizer represents and warrants to City that Organizer, its officers, agents, employees and volunteers, and Event Participants have all licenses, permits, qualifications, and approvals of whatever nature which are legally required for Organizer, its officers, agents, employees and volunteers to provide the services, programs and activities contemplated by this Agreement, and that it shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county and city, relating to its actions under this Agreement whether such statutes, ordinances, regulations and requirements are now in force or hereinafter enacted.

SECTION 5. GENERAL PROVISIONS

- (A) Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.
- (B) If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to Organizer's use of Park or Park Facilities under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled. The venue for any litigation shall be Fresno County, California or in the United States District Court for Eastern District of California.
- (C) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (D) This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
- (E) All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

- (F) This instrument contains the entire Agreement between the City and Organizer with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Organizer.
- (G) This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

“CITY”

City of Orange Cove

By _____
Sam Escobar, City Manager

“ORGANIZER”

**COCOLA BROADCASTING CO.
Melly Saldana, Marketing Director**

By: Melly Saldana 6/1/15
Name, Title

ATTEST

By _____
June Bracamontes, City Clerk

APPROVED AS TO FORM

By _____ Bianca
Sparks, City Attorney **Exhibit A**
Description of Park and Park Facilities

INSERT THE EXACT LOCATION THAT THEY'RE PERMITTED TO USE AND ANY FACILITIES THEY CAN USE AS PART OF THE EVENT

INSERT SPECIFICS OF THE EVENT:

DESCRIPTION OF WHAT'S EXPECTED FROM THE CITY AS FAR AS:

Please waive the \$1,000 deposit.

We would need to reserve J.O EATON PARK – for SUNDAY, JULY 26TH, 2015 from 8am to 6pm and the following:

- Stage
- Electricity on stage and surroundings
- 6 garbage containers

Exhibit B

Additional Operational Requirements

Security Deposit: Organizer shall deposit \$1,000.00 (One Thousand Dollars) with the City by **DATE** to cover potential damage to the Park and Park Facilities (the “Deposit”). The Deposit will be used to cover any costs associated with damage to the Park and Park Facilities caused by the Event and/or if the City incurs additional maintenance costs related to cleaning the Park and Park Facilities as a result of the Event. If no damage occurs and the Park and Park Facilities are left in a clean condition, the Deposit will be refunded to the Organizer within fifteen (15) days after the conclusion of the Event.

Guidelines: To receive approval of the Event a list of guidelines has been set forth by the City. The Organizer shall complete the guidelines listed below through the City Planning Department and Police Department for approval.

1. Provide a site plan that illustrates the arrangement of Event, to the Planning Department.
2. Submit a security plan to the City’s Police Department for review and approval.
3. Provide a copy of an agreement with Security Firm with the number of security guards contracted for the event – on the application we required 1 guard per 50 guest. What’s required for an outdoor event.
4. Meet with Chief of Police and provide a schedule for the # of officers & reserves that will be working on the day of the event. Sam would like Chief to meet with Event Coordinator
5. Provide proof of insurance with the City of Orange Cove named as additional insured as required by the Agreement.
6. Provide a complete list of vendors and entertainment acts including company names, and provide the following for each vendor:

- a. Business License Applications must be filed for each with the Business License Officer
 - b. Copies of Health Permits issued by Fresno County Public Health Department, or any other required permit for the sale of food, to all food vendors.
 - c. A permit from the California Department of Alcoholic Beverage Control is required for the sale of alcohol at the Event.
7. Organizer and Event Participants shall execute the General Release, Hold Harmless and Indemnity Form (attached to the Agreement as Exhibit C), releasing the City of any liability that may arise during the event. This form also includes an indemnity provision.

Exhibit C

General Release, Hold Harmless and Indemnity Form

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, MELLY SALDANA (FULL NAME), fully understand that my participation in the Blossom Trail Event (hereinafter "Event") exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Orange Cove, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event/class from whatever cause, including the active or passive negligence of the City of Orange Cove, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers or any other participants in the event/class. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Event, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Orange Cove, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from any and all claims, demands actions or suits arising out of or in connection with my participation in the event/class.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Melly Saldana

6/1/15

Signature

Date

This release form will have to be sign by all event participants, including vendors, music band volunteers, organizer, correct? (Event Coordinator) will be responsible for collecting this form and submit it to the City how many days prior to the event

Exhibit D

INSURANCE REQUIREMENTS

General Aggregate: \$2,000,000.00
Products and Completed Operations: \$1,000,000.00
Personal & Advertising Injury: \$1,000,000.00
Each Occurrence Limit: \$1,000,000.00
Fire Damage (Any one Fire): \$100,000.00
Medical Payments (Any one Person): \$5,000.00



tnt@tntindustrial.com, www.tntindustrial.com
3600 51st Avenue, Sacramento, CA 95823
916-395-8400, fax 916-395-8429

June 15, 2015

ref no. 15108

Mr. Andy Valencia
City of Orange Cove
Orange Cove, CA

Subject: Proposal for removal of anthracite

Dear Mr. Valencia:

TNT Industrial Contractors, Inc. is pleased to offer a price for the above referenced project. Our price includes the following scope:

1. Remove existing anthracite layer and dispose of material on site. Anthracite quantity was given at 112 CF.
2. Assist in locating broken parts.
3. Install 112 CF of new Anthracite.
4. Disinfection and startup of filter is excluded

Any work not specifically identified in the above scope of services shall be considered additional services.

Project Price - \$16,689.00

If you have any questions regarding this proposal, please do not hesitate to call. Thank you for the opportunity to offer our services.

Sincerely,

Josh Twist

Josh Twist
TNT Industrial Contractors, Inc.,



July 1, 2015

Mr. Andy Valencia

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

QUOTE # 070115-1Q

Fax: 559-626-5173

Email: Andy.Valencia@cityoforangecove.com

Dear: Andy

ERS is pleased to submit its proposal for our TurnKey Service on your 1 each 96 square Foot Gravity Filters.

Our service includes slurry removal, packaging and storage on-site of existing media, to retrieve broken Surface Wash Arm. We will then put the media back in the filter. ERS will also repair or replace existing underdrains as needed, on a time and materials basis*.

ERS to provide:

- 1) Qualified Manpower
- 2) Forklift
- 3) Disposal and disposal transport
- 4) High power industrial vacuum system
- 5) Confined space equipment as follows:
 - a) Supervisor/Environmental Technician/Hole watch
 - b) Ventilation fan for air circulation
 - c) Tripod/winch for emergency evacuation
 - d) Four gas monitor for pre-entry testing, as well as for continuous testing
 - e) 2-way Radios for communication with in-tank personnel
 - f) Cellular phone as an emergency response tool
 - g) Half-face cartridge type respirators (Supplied air respirators available if required)
 - h) Harnesses with safety ropes for all men
 - i) Daily monitoring log
 - j) Complete and post-confined space entry permit (if required)

Page 2 of 2
Quote #
July 1, 2015

Exclusions:

PRICING:

\$6,544.73

Quote Valid for 45 days

Our time and materials work is billed at \$175.00 per man-hour, straight time, plus materials with a 20% margin. Price includes all applicable sales tax.

Please feel free to call me should you need further information or any clarification. My cell phone is 510-552-5301; office is 510-770-0202.

Sincerely,

Rick D. Langlois
Vice President Sales

ERS Industrial Services, Inc.

Products and Services

ERS Industrial Services Inc. is a privately owned general engineering contractor specializing in turn-key change-outs of filter media in gravity and pressure vessels. We also repair or upgrade filter Internal and external parts used in most water treatment systems. The following are products and services we offer to the water treatment industry.

Centralized inventory of all common media:

- Anthracite
- GAC
- Resin
- Silica gravel
- Garnet
- Sand

Repair and upgrade pressure vessels and gravity filters:

- Wedge wire underdrains
- Wash arms, PVC laterals
- Valving & controls
- Custom fabrication of piping
- Epoxy coatings
- Rubber linings
- Spark testing

Certified employees:

- Federal and state safety
- Confined space entry & rescue
- BATT
- TWIC
- First aid & CPR

Concrete Restoration:

- Crack injection
- Spall repairs
- Expansion joints
- Coatings

EMERGENCY REPAIRS:

- Quick response
- Parts and media in stock

Filter surveillance:

- Scheduled field evaluations
- Lab testing of media

ERS Industrial Services, Inc.

2120 Warm Springs Ct.
Fremont, CA 94539
Phone: (510) 770-0202
Fax: (510) 490-3024



For the Meeting of: July 8, 2015

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Proposed Restrooms Eaton Park
Attachments: Map and Details

RECOMMENDATION:

Council provide direction to Staff regarding the design and placement of the proposed restroom building at Eaton Park.

EXECUTIVE SUMMARY:

The City Council has expressed an interest in providing permanent restrooms at Eaton Park. The attached plan shows a proposed location along Center Street. Also attached is a floor plan and elevation for the proposed pre-fabricated restroom. Staff is requesting direction to proceed with obtaining bids or revising the plan. The estimated cost is \$215,000 and the City has bond proceeds left over from the dissolution of the Redevelopment Agency (RDA) that can be used for this project.

BACKGROUND:

The City council has expressed an interest in providing permanent restrooms for Eaton Park that is now served by portable toilets. Bond proceeds from the dissolved RDA can be used to pay for the estimated \$215,000 cost for this project.

Pre-fabricated restrooms, similar to those installed at Feinstein Park are recommended due to the reduced cost and expedited delivery schedule. Attached is a floor plan for the restroom and a brochure showing the elevation of the building. Some of the building features are: stainless steel fixtures, electric hand dryers, exterior mounted drinking fountain, skylights and timed electric locks.

In addition to the cost of the building, sewer, water and electrical services will need to be provided

Prepared by: GH

Approved by: [Signature]

REVIEW: City Manager: se

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				

for the site. Concrete sidewalks will connect the building to Center Street. The location shown on the attached map was chosen for its proximity to Center Street for ease of surveillance.

REASON FOR RECOMMENDATION:

The location was chosen to have the least impact on the park and to allow visibility from Center Street. All of the required utilities are nearby. A pre-fabricated building saves on time of installation and expense.

FISCAL IMPACT:

The cost of the project will be paid for by remaining bond funds from the dissolved RDA.

ALTERNATIVES:

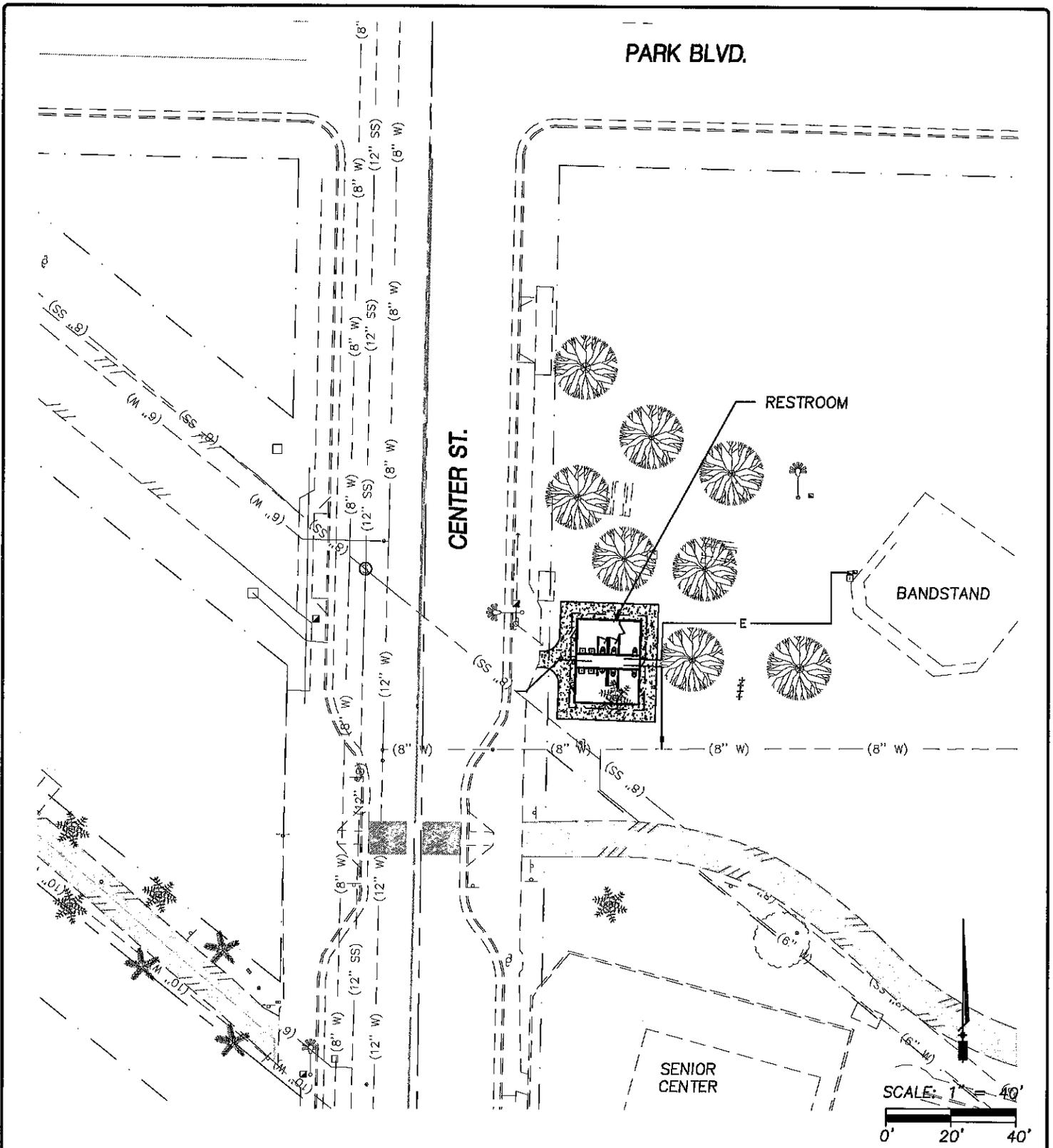
The Council may wish to use the funds for other purposes.

ACTIONS FOLLOWING APPROVAL:

Bids for the building and site improvements will be solicited.

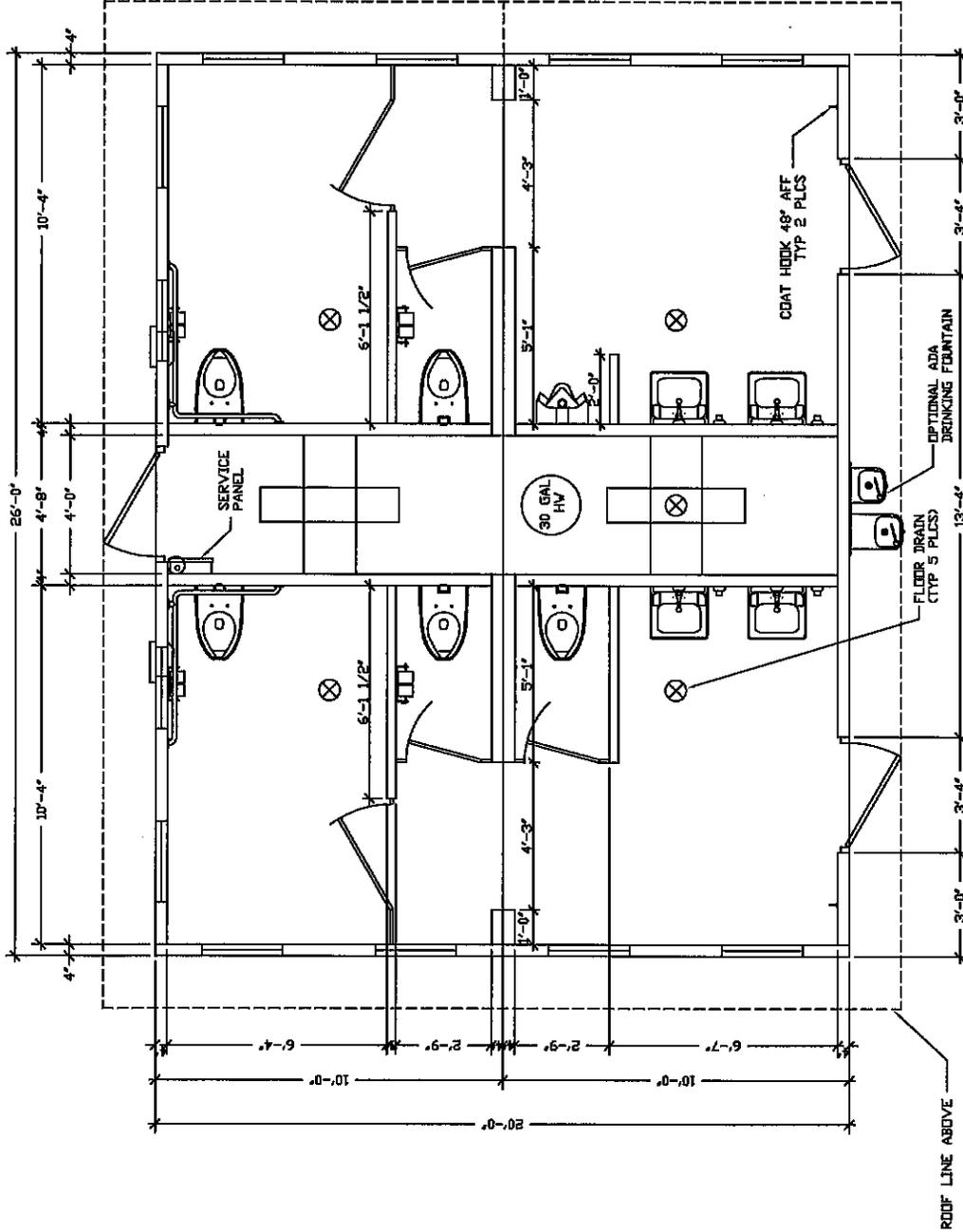
CONFLICT OF INTEREST:

None.



 <p>YAMABE & HORN ENGINEERING, INC.</p> <p>2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727</p> <p>TEL (559) 244-3123 FAX (559) 244-3120</p>	Ref. & Rev.	CITY OF ORANGE COVE	
		<p>EATON PARK RESTROOMS SITE LAYOUT EXHIBIT</p>	<p>Dr. By: NT Ch. By: GH Date: 6/29/2015 YH Job No. 14-290 Sheet No. 1 of 1 Sheets</p>

FOR
REFERENCE
ONLY



CXT Precast Products
TAOS
CCT STANDARD BUILDING

The information contained herein is proprietary and all the information is the property of CXT Precast Products. This information is not to be used for any other purpose without the prior written consent of CXT Precast Products. CXT Precast Products shall not be held responsible for any errors or omissions in this drawing, and the user of this drawing shall be responsible for the accuracy of the information contained herein.

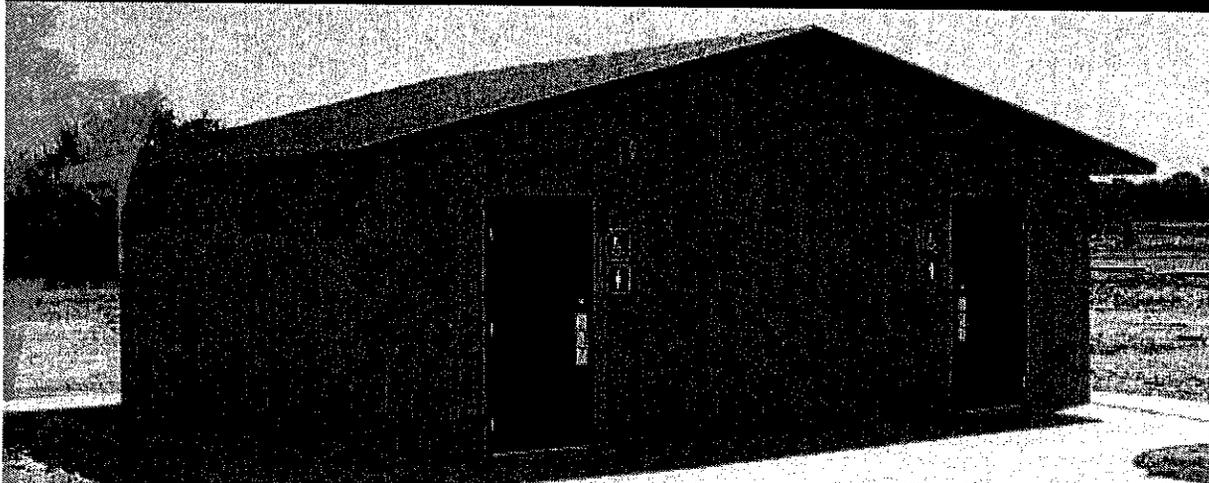
DATE	5/28/21	BY	TAOS
CHECKED		DATE	
PROJECT		DATE	
CCT INFORMATION			
FLOOR PLAN			

TAOS
TA-03

NOTES: 1. SEE DRAWING TA-27 FOR SIZE AND LOCATION OF FLOOR BLOCKOUTS

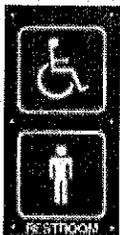
TAOS

Large, multi-flush, fully accessible.



**Shown with optional ribbed metal roof.*

The Taos is a large multi-flush building designed for high traffic areas. The Taos is designed to meet



all current American with Disabilities Act requirements. The Taos's standard features

include sinks, toilet bowls, electric hand dryers, urinal, and interior and exterior lights.

The Taos is ideal for any area that experiences extreme vandalism. The Taos can be ordered in several different textures and a multitude of different and unique earthtone colors.

Durability:

The Taos is engineered and designed for long-life in extreme conditions. The building meets or exceeds the effects of a Zone 4 earthquake, a 100-mph wind load and a 120 pounds per square foot snow load.

Maintenance:

The Taos is extremely easy to maintain. With our steel reinforced 5,000 psi concrete construction, the building will not rot, rust, or burn. The building interior is primed and painted with white paint to reflect natural light from the Lexan windows mounted in heavy steel frames cast into the walls.

Cleaning of the building interior is easily accomplished with a brush and warm soapy water. Stall partitions are made of the same high strength concrete as our exterior walls and roof and also coated with anti-graffiti sealer.

The walls and roof structure are made of "colored through concrete", coated with an exterior stain, followed by an anti-graffiti sealer.

Meets UFAS, A.D.A. and Title 24 statute of the State of California

Vandal resistant building & toilet components

4" thick steel reinforced concrete walls

5" thick steel reinforced concrete roof & floors

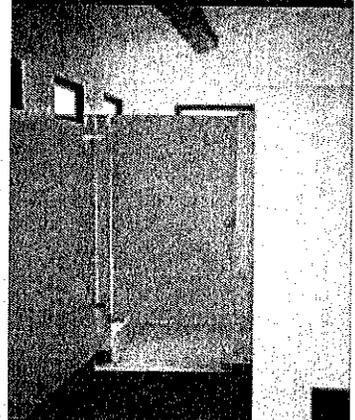
Quick installation and hookup at the jobsite

Available in (25) different and unique earthtone colors

Barnwood, stucco, exposed aggregate, or split face block exterior wall textures

Cedar shake, ribbed metal, or exposed aggregate exterior roof textures

Available in custom textures



Utilities:

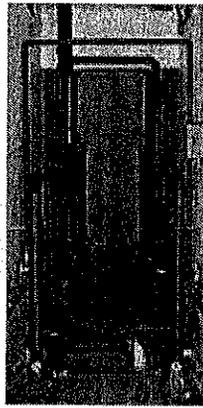
The Taos's utilities are pre-wired, plumbed and tested before shipping to meet local code requirements. They are conveniently concealed within the chase/storage area for easy hookup and maintenance and to reduce the effects of vandalism.

Standard plumbing fixtures are made of vitreous china construction. Optional stainless steel fixtures are available with this model. Hot water and room heaters are also available as options on this restroom.

Hook Up and Installation:

The Taos requires minimal site work. It is designed to sit on a three-quarter minus gravel base, compacted to a ninety-five

percent compaction level. The water, sewage and electrical utility lines are stubbed up through the prepared base material to



match up with the utility access hole within the floor of the chase area.

The two sections of the Taos are post-tensioned at site. The wiring and plumbing of the pre-wired and pre-plumbed sections are connected

together. The Taos is then connected to the site utilities. All of this takes place in a matter of 2-3 days. Site construction and supervision time is greatly reduced from a site built building.

Quality and Value:

Because of our two state-of-the-art, 120,000 square foot production facilities, CXT can produce consistently higher quality buildings at a lower cost to meet the needs of city, county, state and federal agencies.

We at CXT take pride in our craftsmanship and are ready to provide you with our legendary customer service. See why we say, "Once you buy a CXT produced building you will never purchase anything else."

Wall Textures: Standard:

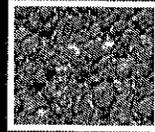


Vertical Lines

Available Options:



Pebbled

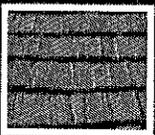


Stippled



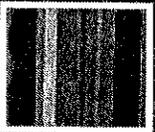
Smooth

Roof Textures: Standard:

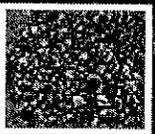


Horizontal Lines

Available Options:

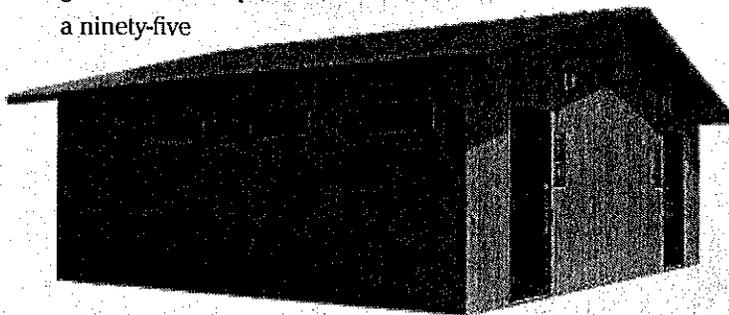


Vertical Lines



Pebbled

Also available
custom colors and
textures.



*Shown with optional ribbed metal roof.

LBFoster

CXT® Concrete Buildings

CXT Incorporated
An L.B. Foster Company

Spokane Industrial Park
3808 N. Sullivan Road Bldg. #7
Spokane, WA 99216

Telephone 509-921-8766
Fax 509-928-8270
Toll Free 800-696-5766

www.cxtinc.com





CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Resolution Accepting Bid for the Replacement of Flooring at the
Julia A. Lopez Child Development Center Restrooms
Attachments: Resolution

RECOMMENDATION:

Council adopt the attached resolution accepting the bid from A & M Carpet, Inc. to replace the vinyl flooring in the restrooms at the Julia A. Lopez Child Development Center (Julia A. Lopez Center) in the amount of \$8,730 and authorizing the City Manager to sign a standard construction agreement.

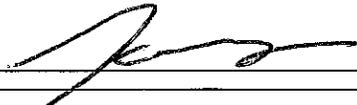
EXECUTIVE SUMMARY:

The Department of Education inspected the Julia A. Lopez Center and required that the vinyl flooring in the restrooms be changed to eliminate cracks in the seams at the corners. Unfortunately, in order to do this all of the flooring must be replaced. Staff has received 3 bids for the work with the lowest coming from A & M Flooring for \$8,730.

BACKGROUND:

The City owns the building where the Julia A. Lopez Center operates. The flooring in the children's restrooms was inspected by the Department of Education and they are requiring that the vinyl flooring be repaired at the seams. All of the flooring must be replaced to do this. Additionally, the exhaust fan in the staff restroom had an electrical short that caused the flooring in that room to be damaged as well.

Prepared by: GH

Approved by: 

REVIEW: City Manager: SE

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 bids received are as follows:

A & M Flooring	\$8,730.00
DFS Flooring	\$9,414.00
Valley Flooring	\$9,900.00

REASON FOR RECOMMENDATION:

A & M Flooring submitted the lowest bid and is a reputable contractor.

FISCAL IMPACT:

The cost for the repairs is the City's responsibility.

ALTERNATIVES:

There are no alternatives.

ACTIONS FOLLOWING APPROVAL:

A standard construction contract with A & M Flooring will be signed.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2015-36

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,
ACCEPTING BID FOR THE JULIA A. LOPEZ CHILD DEVELOPMENT CENTER
RESTROOM FLOORING PROJECT

WHEREAS, the City Staff has received informal bids for the Julia A. Lopez Child Development Center Restroom Flooring Repair Project; and

WHEREAS, the project will consist of the installation of vinyl flooring in the restrooms at the Julia A. Lopez Child Development Center at 1300 South Avenue in the City of Orange Cove; and

WHEREAS, the following bids for the project were received:

<u>Contractor</u>	<u>Bid</u>
A & M Flooring	\$8,730.00
DFS Flooring	\$9,414.00
Valley Flooring	\$9,900.00

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, the bid only for the Julia A. Lopez Child Development Center Daycare Center Restroom Flooring Repair Project is hereby awarded to A & M Flooring, Inc. in the amount of Eight Thousand Seven Hundred Thirty Dollars and No Cents (\$8,730.00).
3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. 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 8, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM

June Bracamontes, City Clerk

Bianca Sparks, City Attorney

RESOLUTION NO. 2015-33

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,
SUBMITTING A REQUEST TO THE FRESNO COUNTY TRANSPORTATION
AUTHORITY FOR FISCAL YEAR 2015-16 MEASURE C EXTENSION LOCAL
TRANSPORTATION PASS THROUGH FUNDS AND REQUESTING DISTRIBUTION OF
SAID FUNDS

WHEREAS, the City of Orange Cove is an eligible claimant of funds for Measure C Extension Local Transportation Pass-Through Projects and Program Funds pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority has adopted a Resolution of Apportionment for FY 2015-2016 Measure C Extension Local Transportation Pass-Through Projects and Program Funds, setting the City of Orange Cove's percentages at the following:

- 1.23 % of \$10,494,265 (or \$129,198) for the Local Transportation Program, Local Allocation – Street Maintenance Category sub program;
- 1.24% of \$364,209 (or \$4,522) for the Local Transportation Program, Local allocation – ADA Compliance Category sub program;
- 1.43% of \$10,471,988 (or \$149,778) for the Local Transportation Program, Local Allocation – Flexible Funding Category sub program; and

WHEREAS, said percentages shall be the proportionate share of Measure C Extension Local Transportation Pass-Through Projects and Program Funds to which the City is entitled within the fiscal year.

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

- 1) The City hereby submits its Local Transportation Purposes Certification and Claims for Fiscal Year 2015-2016 Measure C Extension Local Transportation Pass-Through Projects and Program Funds.
- 2) The City hereby requests the release of funds to the City on a monthly payment basis consistent with the adopted percentages listed above, based on actual receipts.
- 3) The City Council further certifies:
 - a) That Local Transportation Purpose Funds will not be used to substitute for property tax funds which the City had previously used for local transportation purposes; and
 - b) That the City has and will segregate property tax revenues used to support local transportation purposes so that verification of non-substitution can be proved through audit; and

- c) That the City shall separately account for Local Transportation Purposes Funds received, pursuant to Public Utilities Code Section 142257. The City shall maintain records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time; and
 - d) That the City shall complete the prior fiscal years reporting requirements and claim forms no later than November 15, 2016. Reports not filed with the Authority by November 15, 2016 will result in a stoppage of allocations until a completed report is filed for each program and sub-program.
- 4) The City understands that should a financial or compliance audit reveal that the City of Orange Cove violated any of the requirements set forth in paragraph 3 (a) (b) or (c), that the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.
- 5) The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
- 6) 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 Special Meeting of the City Council of the City of Orange Cove held on July 8, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM

June Bracamontes, City Clerk

Bianca Sparks, City Attorney

CLERK'S CERTIFICATION

The undersigned City Clerk of the City of Orange Cove hereby attests and certifies that the foregoing is a true and full copy of Resolution No. 2015-33 adopted at a special meeting of the City Council on July 8, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor Lopez, Mayor

ATTEST:

APPROVED AS TO FROM:

June Bracamontes, City Clerk

Bianca Sparks, City Attorney

**SECOND AMENDMENT
TO FACILITIES USE AND MAINTENANCE AGREEMENT**

This Second Amendment to the Facilities Use and Maintenance Agreement (“Agreement”), is made and entered into this ___ day of July, 2015 (“Effective Date”) by and between the City of Orange Cove, a municipal corporation, (“City”) and Target Eight Advisory Council, a California corporation (“TEAC”).

I. RECITALS

WHEREAS, on July 1, 2014, the City and TEAC entered into the Agreement for the use and maintenance of the property commonly known as the Julia Lopez Child Development Center which is located at 1300 South Avenue, Orange Cove, California 93646 (“PROPERTY”); and

WHEREAS, on DATE, the City and TEAC amended the Agreement to modify the Term; and

WHEREAS, the City desires to amend the Agreement to modify Section 1.3 (Payment) to reduce the rental payment for the PROPERTY; and

WHEREAS, the reduction in rent serves a public purpose in that assists in reducing TEAC’s operating costs, thereby allowing TEAC to utilize those additional funds for child care services. The operation of the Julia Lopez Day Care Center serves a public purpose as studies have shown that children who attend child care programs and pre-kindergarten programs enter school more ready to learn than their peers. Moreover, studies have also documented significant cognitive and academic gains, and have determined that children who attend child care and pre-kindergarten programs are less likely to need remedial and special education services, have reduced incarceration rates, and lower rates of teen pregnancy. The provision of child care services benefits the local economy by promoting and facilitating parents’ ability to participate in the workforce. Further, assisting with the provision of child care services, the City is allowing opportunities for increased worker productivity, reductions in absenteeism and decreased turnover in the workplace. Child care options also allow parents to pursue their educational endeavors. The availability of child care services therefore promotes businesses and economic development in the community; and

WHEREAS, the City and TEAC desire to enter into this Second Amendment to the Agreement and have agreed to amend the following: Section 1.3 (Payment), as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement and First Amendment, a copy of which are attached hereto as Exhibit 1, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1.3 PAYMENT

1.3 Payment. TEAC shall pay to CITY, and CITY agrees to accept per month One Thousand Four Hundred Eighty Four Dollars (\$1,484.00) for use and maintenance of the PROPERTY as set forth in this AGREEMENT. Payment shall be due in advance on the first day of each month during the term of the AGREEMENT. Said payment shall be effective as of August 1, 2015.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

“CITY”
City of Orange Cove

“TEAC”
Target Eight Advisory Council

By: _____
Samuel Escobar, City Manager

By: _____
Mario Villarreal, Member

Attest:

By: _____
June Bracamontes, City Clerk

Approved as to form:

By _____
Bianca Sparks, City Attorney