AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem | **Gilbert Garcia, Council Member**
Minerva Pineda, Council Member | **Josie Cervantes, Council Member**

WEDNESDAY, FEBRUARY 13, 2019 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Consent Calendar

1. City Council Minutes of January 14, 2019
2. City Council Minutes of January 23, 2019
3. City Warrants (043784-043905)
4. Facility Use Application for the Orange Cove Community Center requested by St. Isidore Catholic Church on March 3, 2019 requesting to waive $625 - 50% of the Rental Fee

D. Administration

City Engineer:

5. **SUBJECT:** Monthly Project Progress Update

   Recommendation: Informational Item Only

6. **SUBJECT:** Update Report on the Friant Kern Canal Shutdown

   Recommendation: Informational Item Only

7. **SUBJECT:** Sales Agreement between the United States and the City of Orange Cove for Sale of Unreleased Restoration Flows for the 2019-2020 Water Year

   Recommendation: Staff recommends that the City Council approved Resolution No. 2019-10 Sales Agreement between the United States and the City of Orange Cove for Sale of Unreleased Restoration Flows for the 2019-2020 Water Year

8. **SUBJECT:** Water Infrastructures Improvements for the Nation (WIIN) Act Contract Conversion Process

   Recommendation: Staff recommends that the City Council approved Resolution No. 2019-11 to designate the following staff as negotiators for the Water Infrastructure Improvements for the Nation (WIIN) Act contract conversion process: Rudy Hernandez, Interim City Manager; and Alfonso Manrique, City Engineer

9. **SUBJECT:** Ordinance No. 385 Amending Title 17, by The Addition of Provisions Related to Housing for Developmentally Disabled Adults as a Permitted Use in Various Zoning Districts and Providing for the Enactment and Publication Thereof.

   Recommendation: Council to approve the Second reading and adoption of Ordinance No. 385 by title only waving full reading Amending Title 17, by The Addition of Provisions Related to Housing for Developmentally Disabled Adults as a Permitted Use in Various Zoning Districts and Providing for the Enactment and Publication Thereof

Public Works

10. **SUBJECT:** Monthly Status Update Report presented by Mr. Joe Estrada, Interim Public Works Superintendent

    Recommendation: Informational Item Only

Chief of Police:

11. **SUBJECT:** Monthly Activity Report presented by Chief of Police, Marty Rivera

    Recommendation: Informational Item Only

12. **SUBJECT:** ABC Grant

    Recommendation: Council to approve and pay California Consultant $5,500 to apply for the ABC grant.

Interim City Manager:

13. **SUBJECT:** FOCAS Agreement

    Recommendation: Council to consider approving the FOCAS Agreement

14. **SUBJECT:** Financial Updates

    Recommendation: Informational Item

15. **SUBJECT:** P.G. & E. Chapter 11 Bankruptcy Filing

    Recommendation: Informational Item

16. **SUBJECT:** Agreement with EnerPower to perform analysis of City's P.G. & E. meters (Electricity audits)

    Recommendation: Staff recommends that the City Council approve the attached agreement with EnerPower to perform an analysis of P.G. & E meters

17. **SUBJECT:** Renewal Blackboard Connect

    Recommendation: Council to consider renewing the contract between Blackboard Connect and the City of Orange Cove. The license period contract will be from March 19, 2019 to March 18, 2020 at a cost of $3,602.00.

18. **SUBJECT:** Review and Discussion of the Orange Cove Community Center Repairs

    Recommendation: Council to approve option No. 1 which involves the use of Community Development Block Grant Funding and option No. 2 which is the use of a USDA $30,000 grant and $470,000 loan. Option No. 2 is only a back-up plan

E. 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.

F. City Manager's Report

G. City Attorney's Report

H. City Council Communications

I. 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 cityoforangecove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.

2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

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

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

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

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

MINUTES

Victor P. Lopez, Mayor
Diana Guerra Silva, Mayor Pro Tem
Josie Cervantes, Council Member
Roy Rodriguez, Council Member **Esperanza Rodriguez, Council Member**

Monday, January 14, 2019 - 6:30 P.M.
ORANGE COVE COMMUNITY CENTER
1705 Anchor Avenue, California 93646

A. CALL TO ORDER/WELCOME

COUNCIL PRESENT:	Mayor Victor P. Lopez Mayor Pro Tem Diana Guerra Silva Councilmember Roy Rodriguez Councilmember Josie Cervantes (ABSENT) Councilmember Esperanza Rodriguez
STAFF PRESENT:	Financial Consultant/Interim City Manager Rudy Hernandez Police Chief, Marty Rivera City Attorney, Dan McCloskey 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. PRESENTATIONS

1. Presentation by Mayor Lopez recognizing Mr. and Mrs. Ramshaw as the 2018 Grand Marshal

At this time, Mayor Lopez presented a plaque honoring Mr. and Mrs. Ramshaw as the 2018 Grand Marshal. (Mr. and Mrs. Ramshaw were not able to attend the Christmas Parade December 2018) Mr. and Mrs. Ramshaw thanked Mayor Lopez and Council.

D. CONSENT CALENDAR

2. City Council Minutes of December 12, 2018

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman Rodriguez, Council approved the Consent Calendar as presented.

Yes: **Lopez, Silva, R. Rodriguez, E. Rodriguez**
No: **None**
Absent: **Cervantes**
Abstain: **None**

E. ADMINISTRATION

Chief of Police

3. **SUBJECT:** Police Department Monthly Report.

Recommendation: Informational item only, no action necessary

Chief presented the following:

1. Staff Levels; Events; K9; Explorer Program; Grants; Training; Camera; and Vehicles.

2. December 2018 Monthly Statistics

City Engineer

4. **SUBJECT**: Engineering Monthly Report.

Recommendation: For Information only, no action necessary.

City Engineer presented to Council the following:

1. Site Plan Reviews
2. FHWA Projects
3. EDA Off-site Improvements at Northwest Corner of Park Blvd. and Anchor Ave.
4. Water Enterprise

5. **SUBJECT:** Affordable Housing and Sustainable Communities Program

Recommendation: Council to consider approving Resolution No. 2019-05 authorizing the City Manager to submit an application for the Affordable Housing and Sustainable Communities Program

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman R. Rodriguez, the Council approved Resolution No.2019-05 authorizing the City Manager to submit an application for the Affordable Housing and Sustainable Communities Program

Yes: **Lopez, Silva, R. Rodriguez, E. Rodriguez**
No: **None**
Absent: **Cervantes**
Abstain: **None**

6. **SUBJECT:** Resolution Approving Modifications to Engineering Agreements for Water Treatment Plant Expansion and Retention Basin Lining Planning Study with Yamabe & Horn Engineering, Inc. and AM Consulting Engineers

   Recommendation: Council to consider approving Resolution No. 2019-04 Approving Addendums to Agreements for Engineering Services with Yamabe & Horn Engineering, Inc. and AM Consulting Engineers for the Water Treatment Plant Expansion and Retention Basin Lining SRF Planning Grant Project

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman R. Rodriguez, Council approved Resolution No. 2019-04 Approving Addendums to Agreements for Engineering Services with Yamabe & Horn Engineering, Inc. and AM Consulting Engineers for the Water Treatment Plant Expansion and Retention Basin Lining SRF Planning Grant Project

Yes: **Lopez, Silva, R. Rodriguez, E. Rodriguez**
No: **None**
Absent: **Cervantes**
Abstain: **None**

Interim City Manager:

7. **SUBJECT:** Adoption of Resolution approving the Accounts Payable Policy

   Recommendation: Council to consider approving Resolution No. 2019-01 Approving the Accounts Payable Policy

Upon the motion by Mayor Pro Tem Silva and seconded by R. Rodriguez, Council approved Resolution No. 2019-01 Approving the Accounts Payable Policy

Yes: **Lopez, Silva, R. Rodriguez, E. Rodriguez**
No: **None**
Absent: **Cervantes**
Abstain: **None**

8. **SUBJECT:** Adoption of Resolution approving the Purchasing and Procedures Policy

Recommendation: Council to consider approving Resolution No. 2019-02 Approving the Purchasing and Procedures Policy

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman E. Rodriguez, Council approved Resolution No. 2019-02 Approving the Purchasing and Procedures Policy

Yes: **Lopez, Silva, R. Rodriguez, E. Rodriguez**
No: **None**
Absent: **Cervantes**
Abstain: **None**

9. **SUBJECT:** Proposition 68 Grant Information

Recommendation: Informational Item only

Interim City Manager, Rudy Hernandez presented to Council an update on Financial Issues as follows: (Informational Items only)

-Proposition 68 Grant Projects
-Fresno County Superior Court Services to be held in the City of Orange Cove Beginning February 1, 2019
-Housing Rehab Grant Program ($10,000) to start January 24, 2019
-Credit Card services to start no later than January 16, 2019

10. **SUBJECT:** Amaya Village Apartment Development Sumner Avenue

Recommendation: Council to consider approving Resolution No. 2019-06: APPROVING AND AUTHORIZING AN AGREEMENT OF SALE, BETWEEN THE CITY OF ORANGE COVE, A MUNICIPAL CORPORATION AND ORANGE COVE AMAYA ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, FOR THE PURPOSE OF DEVELOPING AN 81 UNIT TWO STORY INCOME-RESTRICTED FAMILY APARTMENT COMPLEX ON CITY OWNED PROPERTY, LOCATED ON A 4.36 ACRE PARCEL ON SUMNER AVENUE, IN THE CITY OF ORANGE COVE (ASSESSOR'S PARCEL NUMBER 375-234-18)

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman R. Rodriguez, Council approved Resolution No. 2019-06: APPROVING AND AUTHORIZING AN AGREEMENT OF SALE, BETWEEN THE CITY OF ORANGE COVE, A MUNICIPAL CORPORATION AND ORANGE COVE AMAYA ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, FOR THE PURPOSE OF DEVELOPING AN 81 UNIT TWO STORY INCOME-RESTRICTED FAMILY APARTMENT COMPLEX ON CITY OWNED PROPERTY, LOCATED ON A 4.36 ACRE PARCEL ON SUMNER AVENUE, IN THE CITY OF ORANGE COVE (ASSESSOR'S PARCEL NUMBER 375-234-18)

Yes: **Lopez, Silva, R. Rodriguez, E. Rodriguez**
No: **None**
Absent: **Cervantes**
Abstain: **None**

11. **SUBJECT:** Review and Discussion of FOCAS Revised Agreement and Reinstatement/Approve Full Time Animal Control Officer

Recommendation: Staff is recommending City Council to approve the attached revised agreement with FOCAS and approve the full time Animal Control Officer Position

Discussion took place between the Council, Attorney and FOCAS. Council considered to add to the agreement the monthly compensation of $2500 per month. No Action was taken.

Action was taken for the Full Time Animal Control Officer Position.

Upon the motion by Councilman R. Rodriguez and seconded by Mayor Pro Tem Silva, Council approved the Full Time Animal Control Officer Position.

Yes: **Lopez, Silva, R. Rodriguez, E. Rodriguez**
No: **None**
Absent: **Cervantes**
Abstain: **None**

F. COUNCIL AND SUCCESOR AGENCY:

12. **SUBJECT:** Contract with Stradling Yocca Carlson & Rauth for Legal Services related to the Home Rehabilitation Grant Program

Recommendation: Council to consider approving the Contract with Stradling Yocca Carlson & Rauth for Legal Services related to the Home Rehabilitation Grant Program

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman E. Rodriguez, Council approved the Contract with Stradling Yocca Carlson & Rauth for Legal Services related to the Home Rehabilitation Grant Program

Yes: **Lopez, Silva, R. Rodriguez, E. Rodriguez**
No: **None**
Absent: **Cervantes**
Abstain: **None**

G. 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.

David Lopez and Maria Avila from the Events Committee presented to Council an update report on the Events for 2019 as follows:

-Easter Event
-Fund raising to bring back the Fourth of July Event
-In May bring back the Queen event

H. CITY MANAGER'S REPORT

Interim City Manager commented on the David Lopez and the Events Committee in doing a good job.

I. CITY ATTORNEY'S REPORT

Nothing to Report

J. CITY COUNCIL COMMUNICATIONS

No report

K. CLOSED SESSON

13. Conference with real property negotiator Government Code Section 54956.8

a. Property: 46,560 Square Feet Parcel 378-030-40T20 Acres of Unimproved Land (located at corner of Anchor Avenue and Sumner Avenue); Fresno County
City Negotiator: Interim City Manager
Negotiating Parties: Hallaian Development, agent for HD Corcoran
Under Negotiation: Price and Terms of Payment

b. Property: Five Lots, Parcel 378-290-49T; 378-290-50T; 378-290-51T; 378-290-52T; 378-290-53T (located on Hope Avenue, Orange Cove, CA); Fresno County
City Negotiator: Interim City Manager
Negotiating Parties: Carlos Estrada, Estrada Real Estate
Under Negotiation: Price and Terms of Payment

L. RECONVENE CITY COUNCIL MEETING

Mayor Lopez reconvened the City Council Meeting at 7:48 p.m. and No Action was taken in Closed Session.

M. ADJOURNMENT

Mayor Lopez adjourned the City Council Meeting at 8:00 p.m.

Respectfully Submitted:

_____
June V. Bracamontes, City Clerk

_____
Victor P. Lopez, Mayor
City of Orange Cove

Presented to Council
Date:_____
Action:_____

MINUTES

Victor P. Lopez, Mayor
Diana Guerra Silva, Mayor Pro Tem **Josie Cervantes, Council Member**
Roy Rodriguez, Council Member **Esperanza Rodriguez, Council Member**
WEDNESDAY, January 23, 2019 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

COUNCIL PRESENT:	Mayor Victor P. Lopez Mayor Pro Tem Diana Guerra Silva (arrive at 6:31p.m. Councilmember Roy Rodriguez Councilmember Josie Cervantes Councilmember Esperanza Rodriguez
STAFF PRESENT:	Financial Consultant/Interim City Manager Rudy Hernandez Police Chief, Marty Rivera City Attorney, Dan McCloskey City Clerk June V. Bracamontes
INVOCATION:	Mayor Pro Tem Diana Guerra Silva
FLAG SALUTE:	Mayor Victor P. Lopez

B. Confirmation of Agenda

Urgency Item to be placed under Administration relating to the Justice Grant for the Policy Department deadline February 14, 2019.

C. Consent Calendar

1. Minutes of the December 20, 2018 special City Council meeting.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the Consent Calendar

Yes:	**Lopez, Silva, Rodriguez, Rodrigues, Cervantes**
No:	**None**
Absent:	**None**
Abstain:	**None**

D. Administration

Urgency Item:

DOJ Grant for the Police Department deadline February 14, 2019. Due to the time to apply and since February 13, 2019 Council Meeting would be late to submit, Interim City Manager is requesting Council to approve the Grant Writing contract for DOJ Grant funds for the Police Department

Upon the motion by Mayor Pro Tem Silva and second by Councilman Rodriguez, Council approved to apply for the DOJ Grant for the Police Department as presented.

Yes: **Lopez, Silva, Rodriguez, Rodrigues, Cervantes**
No: **None**
Absent: **None**
Abstain: **None**

City Engineer

2. **SUBJECT:** PUBLIC HEARING - Consideration and Discussion regarding the Amendment of the City of Orange Cove Housing Element 2016-2023 and Zoning Ordinance Amendment 18-01, Housing Element-related amendments

Recommendation: Staff recommends the Council to consider approving the following:

a. City Council approve the Planning Commission's recommendation to approve the amendment to the 2016-2023 Housing Element and approve Resolution 2019-09.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the 2016-2023 Housing Element and approve Resolution 2019-09.

Yes: **Lopez, Silva, Rodriguez, Rodrigues, Cervantes**
No: **None**
Absent: **None**
Abstain: **None**

b. City Council introduce the first reading waving full reading by title only of Ordinance No. 385 Amending Title 17, by The Addition of Provisions Related to Housing for Developmentally Disabled Adults as a Permitted Use in Various Zoning Districts and Providing for the Enactment and Publication Thereof.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the first reading waving full reading by title only of Ordinance No. 385 Amending Title 17, by The Addition of Provisions Related to Housing for

Developmentally Disabled Adults as a Permitted Use in Various Zoning Districts and Providing for the Enactment and Publication Thereof.

Yes: **Lopez, Silva, Rodriguez, Rodrigues, Cervantes**
No: **None**
Absent: **None**
Abstain: **None**

Interim City Manager:

3. **SUBJECT:** FOCAS (Friends of Orange Cove Animal Shelter) revised agreement

   Recommendation: Council to consider approving the revised agreement between the City of Orange Cove and FOCAS (Friends of Orange Cove Animal Shelter)

Item tabled

4. **SUBJECT:** Contract Extension for the Interim City Manager Rudy Hernandez for Interim City Management and Financial Services

   Recommendation: Council to approve the Contract Extension for the Interim City Manager Rudy Hernandez for Interim City Management and Financial Services

Upon the motion by Councilman R. Rodriguez and seconded by Councilwoman Cervantes, Council approved the hourly rate of $110.00 and the Contract Extension for the Interim City Manager Rudy Hernandez for Interim City Management and Financial Services

Yes: **Lopez, Silva, Rodriguez, Rodrigues, Cervantes**
No: **None**
Absent: **None**
Abstain: **None**

E. City Council & Successor Agency

5. **SUBJECT:** Consideration of Proposal for Fiscal Year 2019-20 Successor Agency Consulting Services by RSG, Inc.

   Recommendation: Successor Agency Adopt Resolution No. SA 2019-01 Approving a Contract with RSG, Inc. to Provide Consulting Services to the Successor Agency through Fiscal Year 2019-20

Upon the motion by Councilman R. Rodriguez and seconded by Mayor Pro Tem Silva, the Successor Agency approved Resolution No. SA 2019-01 approving a Contract with RSG, Inc. to Provide Consulting Services to the Successor Agency through Fiscal Year 2019-20 as presented

Yes: **Lopez, Silva, Rodriguez, Rodrigues, Cervantes**
No: **None**
Absent: **None**
Abstain: **None**

6. **SUBJECT:** Consider a Bond Expenditure Agreement between the City of Orange Cove and the Orange Cove Redevelopment Successor Agency for the Transfer of excess bond proceeds from the Successor Agency to the City

   Recommendation: Adopt City Council Resolution No. 2019-07 and SA Resolution No. 2019-02 Approving a Bond Expenditure Agreement between the City of Orange Cove and the Orange Cove Successor Agency

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman R. Rodriguez, Council approved Resolution No. 2019-07 and SA Resolution No. 2019-02 Approving a Bond Expenditure Agreement between the City of Orange Cove and the Orange Cove Successor Agency

Yes: **Lopez, Silva, Rodriguez, Rodrigues, Cervantes**
No: **None**
Absent: **None**
Abstain: **None**

7. **SUBJECT:** Recognized Obligation Payment Schedule 19-20 for the July 1, 2019 through June 30, 2020 period and Administrative Budget for Fiscal Year 2019-20

Upon the motion by Councilman R. Rodriguez and seconded by Mayor Pro Tem Silva, Council approved Resolution No. SA 2019-03 and Resolution No. 2019-04 as presented.

Yes: **Lopez, Silva, Rodriguez, Rodrigues, Cervantes**
No: **None**
Absent: **None**
Abstain: **None**

8. **SUBJECT:** Single Family Housing Rehabilitation Grant Program Guidelines

   Recommendation: Council to consider adopting Resolution No. 2019-08 approving the City of Orange Cove Single-Family Housing Rehabilitation Program Guidelines

Upon the motion Councilman R. Rodriguez and seconded by Mayor Pro Tem Silva, Council approved Resolution No. 2019-08 approving the City of Orange Cove Single-Family Housing Rehabilitation Program Guidelines

Yes: **Lopez, Silva, Rodriguez, Rodrigues, Cervantes**
No: **None**

Absent: **None**
Abstain: **None**

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.

None.

G. City Manager's Report

None.

H. City Attorney's Report

None.

I. City Council Communications

Councilwoman Esperanza Rodriguez
None

Councilman Roy Rodriguez
None

Mayor Pro Tem Diana Guerra Silva
None

Councilwoman Josie Cervantes
None

Mayor Victor P. Lopez
Reported that he, Councilman Rodriguez and Councilwoman Rodriguez attended the League of California Cities Workshop in Sacramento.

Will be attending a meeting January 24, 2019 in Fresno regarding Immigration.

J. CLOSED SESSON

9. Conference with real property negotiator Government Code Section 54956.8

   a. Property: 46,560 Square Feet Parcel 378-030-40T20 Acres of Unimproved Land (located at corner of Anchor Avenue and Sumner Avenue); Fresno County
   City Negotiator: Interim City Manager

Negotiating Parties: Hallaian Development, agent for HD Corcoran
Under Negotiation: Price and Terms of Payment

K. Reconvene City Council Meeting

Mayor Lopez reconvened City Council Meeting at 8:10p.m. and Council gave Staff direction.

L. Adjournment

Mayor Lopez adjourned City Council Meeting at 8:11 p.m.

RESPECTFULLY SUBMITTED:

_____
June V. Bracamontes, City Clerk

PRESENTED TO COUNCIL:

DATE:_____
ACTION:_____

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
01-19	043784	01/03/19	ACE02 (ACE TROPHY)		656.49	.00	656.49	Automatic Generated Check
	043785	01/03/19	APV01 (AMERIPRIDE UNIFORM SERVICES)		62.44	.00	62.44	Automatic Generated Check
	043786	01/03/19	CHAA1 (CHAPA'S AUTOMOTIVE)		647.81	.00	647.81	Automatic Generated Check
	043787	01/03/19	DKC01 (DOUG KOERPER CONSTRUCTION)		247.50	.00	247.50	Automatic Generated Check
	043788	01/03/19	DLC01 (DINUBA LUMBER CO)		106.31	.00	106.31	Automatic Generated Check
	043789	01/03/19	ENV00 (ENVIROCLEAN SANITATION SUPPL		4,940.57	.00	4,940.57	Automatic Generated Check
	043790	01/03/19	FCS01 (FRESNO COUNTY TREASURER)		11,625.37	.00	11,625.37	Automatic Generated Check
	043791	01/03/19	FGS01 (FRUIT GROWERS SUPPLY CO)		216.44	.00	216.44	Automatic Generated Check
	043792	01/03/19	FRON1 (FRONTIER)		148.72	.00	148.72	Automatic Generated Check
	043793	01/03/19	FWUA1 (FRIANT WATER AUTHORITY)		134.63	.00	134.63	Automatic Generated Check
	043794	01/03/19	HWS01 (HEALTHWISE SERVICES, LLC)		175.00	.00	175.00	Automatic Generated Check
	043795	01/03/19	JUR01 (SANTIAGO JURADO)		300.00	.00	300.00	Automatic Generated Check
	043796	01/03/19	LOP50 (SYLVIA MARTINEZ LOPEZ)		300.00	.00	300.00	Automatic Generated Check
	043797	01/03/19	NBS01 (NBS GOVERNMENT FINANCE)		1,325.12	.00	1,325.12	Automatic Generated Check
	043798	01/03/19	PRO21 (PROFESSIONAL PRINT & MAIL, I		412.63	.00	412.63	Automatic Generated Check
	043799	01/03/19	QUI05 (QUIL CORPORATION)		142.07	.00	142.07	Automatic Generated Check
	043800	01/03/19	VIR03 (GUILLERMO VIRAMONTES)		402.00	.00	402.00	Automatic Generated Check
	043801	01/03/19	WIL16 (WILLDAN)		4,675.00	.00	4,675.00	Automatic Generated Check
	043802	01/03/19	RRO01 (ROY RODRIGUEZ)		230.10	.00	230.10	Automatic Generated Check
	043803	01/03/19	HER01 (RUDY HERNANDEZ)		1,400.66	.00	1,400.66	Automatic Generated Check
	043804	01/03/19	ROD40 (RODRIGUEZ, ESPERANZA)		1,841.00	.00	1,841.00	Automatic Generated Check
	043805	01/03/19	RRO01 (ROY RODRIGUEZ)		248.00	.00	248.00	Automatic Generated Check
	043806	01/03/19	VPL01 (VICTOR P LOPEZ)		2,045.48	.00	2,045.48	Automatic Generated Check
	043807	01/03/19	IUO00 (IUOE LOCAL 39)		671.52	.00	671.52	Automatic Generated Check
	043808	01/04/19	HER01 (RUDY HERNANDEZ)		855.00	.00	855.00	Automatic Generated Check
	043809	01/04/19	RIV11 (RIVERA, MARTY)		216.97	.00	216.97	Automatic Generated Check
	043810	01/07/19	ASI00 (ASI ADMINISTRATIVE SOLUTIONS		325.56	.00	325.56	Automatic Generated Check
	043811	01/07/19	JIM06 (JIMENEZ, GABRIEL)		1,240.63	.00	1,240.63	Automatic Generated Check
	043812	01/07/19	VPL01 (VICTOR P LOPEZ)		55.10	.00	55.10	Automatic Generated Check
	043813	01/07/19	AFLAC (AFLAC)		546.38	.00	546.38	Automatic Generated Check
	043814	01/07/19	LOP45 (ALEJANDRO LOPEZ)		377.18	.00	377.18	Automatic Generated Check
	043815	01/07/19	TLN01 (THE LINCOLN NATIONAL LIFE IN		3,788.85	.00	3,788.85	Automatic Generated Check
	043816	01/08/19	CEC00 (CECIL F. THOMAS)		1,080.00	.00	1,080.00	Automatic Generated Check
	043817	01/08/19	OCAC1 (ORANGE COVE AREA)		50.00	.00	50.00	Automatic Generated Check
	043818	01/10/19	ACE02 (ACE TROPHY)		97.18	.00	97.18	Automatic Generated Check
	043819	01/10/19	AMCE1 (AM CONSULTING ENGINEERS, INC		15,085.50	.00	15,085.50	Automatic Generated Check
	043820	01/10/19	APV01 (AMERIPRIDE UNIFORM SERVICES)		1,652.16	.00	1,652.16	Automatic Generated Check
	043821	01/10/19	BRA11 (BRAD BEATTY)		112.00	.00	112.00	Automatic Generated Check
	043822	01/10/19	BSK01 (BSK ASSOCIATES)		1,634.00	.00	1,634.00	Automatic Generated Check
	043823	01/10/19	CAL36 (CALIFORNIA SWEEPERS & SCRUBB		440.17	.00	440.17	Automatic Generated Check
	043824	01/10/19	COL10 (COLONIAL LIFE)		934.12	.00	934.12	Automatic Generated Check
	043825	01/10/19	CWS01 (CORBIN WILLITS SYSTEM)		1,069.75	.00	1,069.75	Automatic Generated Check
	043826	01/10/19	DEL01 (DEL BOSQUE MARIA ERMELINDA)		26.77	.00	26.77	Automatic Generated Check
	043827	01/10/19	DLL01 (DE LAGE LANDEN PUBLIC FINANC		3,798.02	.00	3,798.02	Automatic Generated Check
	043828	01/10/19	FGS01 (FRUIT GROWERS SUPPLY CO)		132.79	.00	132.79	Automatic Generated Check
	043829	01/10/19	FMAAA (FRESNO-MADERA AREA AGENCY)		67.06	.00	67.06	Automatic Generated Check
	043830	01/10/19	FOO02 (FOOTHILL AUTO TRUCK & AG PAR		55.33	.00	55.33	Automatic Generated Check
	043831	01/10/19	FWUA1 (FRIANT WATER AUTHORITY)		1,086.00	.00	1,086.00	Automatic Generated Check
	043832	01/10/19	NTU01 (NTU TECHNOLOGIES INC)		3,268.16	.00	3,268.16	Automatic Generated Check
	043833	01/10/19	OCPC1 (ORANGE COVE PETTY CASH)		295.16	.00	295.16	Automatic Generated Check
	043834	01/10/19	PD001 (PENA'S DISPOSAL)		31,193.73	.00	31,193.73	Automatic Generated Check
	043835	01/10/19	PGE01 (PG & E)		5,711.47	.00	5,711.47	Automatic Generated Check
	043836	01/10/19	PRO21 (PROFESSIONAL PRINT & MAIL, I		1,192.75	.00	1,192.75	Automatic Generated Check
	043837	01/10/19	QUI05 (QUIL CORPORATION)		791.60	.00	791.60	Automatic Generated Check
	043838	01/10/19	SEB01 (SEBASTIAN)		309.45	.00	309.45	Automatic Generated Check
	043839	01/10/19	SHR01 (SHRED-IT USA- FRESNO)		40.00	.00	40.00	Automatic Generated Check
	043840	01/10/19	SUP03 (SUPERIOR POOL PRODUCTS LLC)		1,068.20	.00	1,068.20	Automatic Generated Check
	043841	01/10/19	TMO01 (TUTTLE & MCCLOSKEY)		4,897.50	.00	4,897.50	Automatic Generated Check
	043842	01/10/19	TOF01 (THE OFFICE CITY)		455.20	.00	455.20	Automatic Generated Check
	043843	01/10/19	VOR01 (VORTAL, INC)		225.00	.00	225.00	Automatic Generated Check
	043844	01/10/19	VSP01 (VISION SERVICE PLAN -CA))		1,040.78	.00	1,040.78	Automatic Generated Check
	043845	01/10/19	WIL16 (WILLDAN)		7,424.00	.00	7,424.00	Automatic Generated Check
	043846	01/15/19	RRO01 (ROY RODRIGUEZ)		105.50	.00	105.50	Automatic Generated Check
	043847	01/15/19	VPL01 (VICTOR P LOPEZ)		42.39	.00	42.39	Automatic Generated Check
	043848	01/17/19	HER01 (RUDY HERNANDEZ)		7,350.00	.00	7,350.00	Automatic Generated Check
	043849	01/17/19	JIM06 (JIMENEZ, GABRIEL)		500.00	.00	500.00	Automatic Generated Check
	043850	01/17/19	JIM06 (JIMENEZ, GABRIEL)		74.00	.00	74.00	Automatic Generated Check
	043851	01/18/19	VPL01 (VICTOR P LOPEZ)		190.92	.00	190.92	Automatic Generated Check
	043852	01/22/19	ASI00 (ASI ADMINISTRATIVE SOLUTIONS		6,226.73	.00	6,226.73	Automatic Generated Check
	043853	01/23/19	ALH01 (SPARKLETTS)		154.56	.00	154.56	Automatic Generated Check
	043854	01/23/19	APV01 (AMERIPRIDE UNIFORM SERVICES)		3,012.51	.00	3,012.51	Automatic Generated Check
	043855	01/23/19	ASI00 (ASI ADMINISTRATIVE SOLUTIONS		1,222.00	.00	1,222.00	Automatic Generated Check
	043856	01/23/19	ATT05 (AT & T)		4,286.69	.00	4,286.69	Automatic Generated Check
	043857	01/23/19	ATTM1 (AT&T MOBILITY)		1,927.95	.00	1,927.95	Automatic Generated Check
	043858	01/23/19	BES05 (BEST UNIFORMS)		325.65	.00	325.65	Automatic Generated Check
	043859	01/23/19	BMI01 (BADGER METER, INC)		472.08	.00	472.08	Automatic Generated Check
	043860	01/23/19	BOR01 (BUREAU OF RECLAMATION)		2,712.48	.00	2,712.48	Automatic Generated Check
	043861	01/23/19	BSK01 (BSK ASSOCIATES)		958.00	.00	958.00	Automatic Generated Check
	043862	01/23/19	CAN21 (CANON FINANCIAL SEVICES)		1,626.34	.00	1,626.34	Automatic Generated Check
	043863	01/23/19	D&D01 (D & D SERVICES INC)		205.00	.00	205.00	Automatic Generated Check
	043864	01/23/19	DAP01 (DODSON'S AUTO PARTS)		45.62	.00	45.62	Automatic Generated Check
	043865	01/23/19	DAT01 (DATA TICKET,INC.)		31.73	.00	31.73	Automatic Generated Check
	043866	01/23/19	DLC01 (DINUBA LUMBER CO)		330.90	.00	330.90	Automatic Generated Check
	043867	01/23/19	DOPH2 (DEPARTMENT OF PUBLIC HEALTH)		601.00	.00	601.00	Automatic Generated Check
	043868	01/23/19	FBO01 (THE FRESNO BEE)		3,388.74	.00	3,388.74	Automatic Generated Check
	043869	01/23/19	FGS01 (FRUIT GROWERS SUPPLY CO)		12,149.25	.00	12,149.25	Automatic Generated Check
	043870	01/23/19	FMAAA (FRESNO-MADERA AREA AGENCY)		49.68	.00	49.68	Automatic Generated Check
	043871	01/23/19	FOO02 (FOOTHILL AUTO TRUCK & AG PAR		539.03	.00	539.03	Automatic Generated Check
	043872	01/23/19	IIM01 (INTERNATIONAL INSTITUE OF)		210.00	.00	210.00	Automatic Generated Check

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
01-19	043873	01/23/19	INDO0 (INDUSTRIAL CONTROL AND DESIG		510.00	.00	510.00	Automatic Generated Check
	043874	01/23/19	JDF00 (JD FOOD)		283.90	.00	283.90	Automatic Generated Check
	043875	01/23/19	METRO (METRO UNIFORM)		449.03	.00	449.03	Automatic Generated Check
	043876	01/23/19	O'R01 (OREILLY AUTOMOTIVE, INC.)		32.37	.00	32.37	Automatic Generated Check
	043877	01/23/19	OCL02 (ORANGE COVE LIQUOR)		3,391.18	.00	3,391.18	Automatic Generated Check
	043878	01/23/19	OCTS1 (ORANGE COVE TIRE SERVICE)		2,349.38	.00	2,349.38	Automatic Generated Check
	043879	01/23/19	PGE01 (PG & E)		19,621.46	.00	19,621.46	Automatic Generated Check
	043880	01/23/19	PSP01 (PSP STORES LLC)		129.51	.00	129.51	Automatic Generated Check
	043881	01/23/19	RSG01 (ROSENOW SPEVACEK GROUP)		8,986.25	.00	8,986.25	Automatic Generated Check
	043882	01/23/19	RVH01 (REEDLEY VETERINARY)		202.00	.00	202.00	Automatic Generated Check
	043883	01/23/19	SUR01 (SURVEILLANCE INTEGRATION)		1,147.25	.00	1,147.25	Automatic Generated Check
	043884	01/23/19	SWRCB (SWRCB)		8,331.00	.00	8,331.00	Automatic Generated Check
	043885	01/23/19	TGC02 (THE GAS COMPANY)		1,413.53	.00	1,413.53	Automatic Generated Check
	043886	01/23/19	TRE01 (MID-VALLEY PUBLISHING INC)		69.00	.00	69.00	Automatic Generated Check
	043887	01/23/19	V&V01 (V & V MANUFACTURING, INC)		1,402.82	.00	1,402.82	Automatic Generated Check
	043888	01/23/19	VUL02 (VULCAN MATERIALS COMPANY)		79.16	.00	79.16	Automatic Generated Check
	043889	01/23/19	WEE01 (W&E ELECTRIC)		92.38	.00	92.38	Automatic Generated Check
	043890	01/23/19	WIL16 (WILLDAN)		7,424.00	.00	7,424.00	Automatic Generated Check
	043891	01/23/19	CEC00 (CECIL F. THOMAS)		860.00	.00	860.00	Automatic Generated Check
	043892	01/23/19	FCS01 (FRESNO COUNTY TREASURER)		11,625.37	.00	11,625.37	Automatic Generated Check
	043893	01/24/19	RRO01 (ROY RODRIGUEZ)		39.05	.00	39.05	Automatic Generated Check
	043894	01/25/19	ASI00 (ASI ADMINISTRATIVE SOLUTIONS		5,833.08	.00	5,833.08	Automatic Generated Check
	043895	01/25/19	DUM00 (DUMOUNT PRINTING)		315.25	.00	315.25	Automatic Generated Check
	043896	01/25/19	JIM06 (JIMENEZ, GABRIEL)		20.60	.00	20.60	Automatic Generated Check
	043897	01/25/19	HER01 (RUDY HERNANDEZ)		880.00	.00	880.00	Automatic Generated Check
	043898	01/25/19	VPL01 (VICTOR P LOPEZ)		85.97	.00	85.97	Automatic Generated Check
	043899	01/25/19	JIM06 (JIMENEZ, GABRIEL)		212.15	.00	212.15	Automatic Generated Check
	043900	01/29/19	CAL00 (CALIFORNIA BUILDING STANDARD		79.20	.00	79.20	Automatic Generated Check
	043901	01/29/19	DIO00 (DIONICIO RODRIUEZ JR.)		1,500.00	.00	1,500.00	Automatic Generated Check
	043902	01/29/19	VPL01 (VICTOR P LOPEZ)		230.50	.00	230.50	Automatic Generated Check
	043903	01/31/19	JOS02 (JOSIE CERVANTES)		60.00	.00	60.00	Automatic Generated Check
	043904	01/31/19	VPL01 (VICTOR P LOPEZ)		87.00	.00	87.00	Automatic Generated Check
	043905	01/31/19	VPL01 (VICTOR P LOPEZ)		443.17	.00	443.17	Automatic Generated Check
			Total for Bank Account 1010 ----->		252,518.69	.00	252,518.69	
			Grand Total of all Bank Accounts ------>		252,518.69	.00	252,518.69	

REQUEST FOR FEE WAIVER

NOTE: <u>FEE CAN ONLY BE WAIVED BY THE ORANGE COVE CITY COUNCIL.</u> (THE CITY COUNCIL MEETING IS THE SECOND AND FOURTH WEDNESDAY OF EACH MONTH)

I am requesting a fee waiver for the following facility.

Orange Cove, Community Center

Date of Event: March 3, 2019

Date of Next Council Meeting (Must be at least 7 days from application): _____

The reason for my request for a waiver:

Is a community event for the faith growth of our parishioners we are doing this event for their faith growth not to make profit.

TO BE COMPLETED BY STAFF:

ESTIMATED COST TO CITY: _____

WAIVED COST: $ 625 of 50% of Rental Fee

CITY COUNCIL ACTION:

___ *APPROVED*

___ *DENIED*

Notification of applicant of council action:

Notified by: _____ Date _____

- OFFICIAL USE ONLY –

Name: St. Isidore Catholic Church
(PLEASE PRINT)

Responsible Party: Albertina Loera

Date Submitted: Jan 8, 2019

FINANCE DEPARTMENT:

APPLICATION FEE PAID: YES (__) DATE_____

FEES PAID: YES (__) AMOUNT: _____ DATE _____

DEPOSIT PAID: YES (__) AMOUNT_____DATE_____

INSURANCE CERTIFICATE OF LIABILITY:

RECEIVED: YES (__) DATE RECEIVED: _____

SECURITY REQUIRED: **SET UP RECEIVED:** **PROFF OF RESIDENCY:**

YES (__) NO (X) YES (__) NO (X) YES (X)

SECURITY COMPANY INFORMATION RECEIVED: YES (__)

SOUND EQUIPMENT: YES (X) NO (__)

APPLICATION REQUEST:

GANTED (_____): DATE: _____

DENIED (_____): DATE:_____

IF DENIED REASON:

_____

_____

CITY MANAGER_____ DATE_____

(Signature)

- FOR OFFICAL USE -

FACILITY USE
FEES PAID

Initial

Application Fee:	$35.00
Park Rental Fee:	_____
Cleaning Deposit:	$500.00
Community Center Fee:	_____
Funeral Reception:	_____
Non-Profit Fee	_____
Set Up / Clean Up Fee	_____
Decorating/Rehearsal Fee	_____
TOTAL FEE PAID	_____

FEE REIMBURSED

Cleaning Deposit: _____

_____ _____

Refund Date: _____

NOTICE

Regarding Community Center Use

1. A.C unit not working properly.

   Due to A.C unit not working properly at The Community Center, The City of Orange Cove **will not** be liable for any illness or sickens due to overheat or heat stress.

2. The City is aware that the A.C unit does not work properly and is in the process of determining a time and date to fix unit. As we presently do not have a time-frame **all persons renting The Community Center must be aware that the Center may be closed for repairs.** In the event that The Community Center will need to be closed the City will work with all parties so that notices will be given in enough time to rearrange events.

Sincerely,

Anthony B. Lopez

City Interim Manager

****

I _____, acknowledge that The City of Orange Cove has made me aware of the A.C unit not working properly at the Community Center and that I will take full responsibility of any consequence due to heat stress or heat illnesses.

x_____ 1/8/19

Sign Date

City of Orange Cove

SOUND AMPLIFICATION

The City Ordinance regulates noise within the City Limits (Chapter 12.08.010-12.08-080).

The Ambient Noise has been determined:

DISTRICT	TIME	SOUND LEVEL DECIBLES
Residential	10pm to 7 am	50
Residential	7am to 10 pm	55
Commercial	10pm to 7 am	60
Commercial	7am to 10 pm	70
Industrial	anytime	75

APPLICATION

The Police Chief shall within five (5) working days either approve or disapprove of this application

(Print)

Name of Owner and Operator:_____

Address:_____

Contact Phone:_____

General description of sound amplifying equipment to be used:_____

Family Conference (Mass Traffic)

Dates and Times to be used:_____

Purpose for which sound equipment is to be used:_____

ENGINEER'S REPORT

TO: CITY COUNCIL

FROM: ALFONSO MANRIQUE, PE
AM CONSULTING ENGINEERS, INC.

SUBJECT: PROJECT PROGRESS UPDATE

DATE: FEBRUARY 13, 2019

This Engineer's Report provides an update on the progress of the various projects that we are currently working on:

1. Site Plan Reviews
   a. Stars & Stripes Towing Yard

      Owner to install asphalt pavement in all traffic areas and asphalt grindings on vehicle storage areas. Revised plan received on September 10, 2018. Grading plan received on January 10, 2019. Comments on grading plan were returned to the Owner on January 29, 2019.

   b. Smog Shop

      The appeal was heard at the Council meeting on December 12, 2018. City Council approved the Conditional Use Permit for the Smog Shop. Developer submitted building plans. AMCE provided comments to Developer on January 25, 2019, and are currently waiting on plans to be re-submitted.

   c. Adventist Health

      City Manager signed the bid proposal received from Florez Construction for $1,950.00 to construct the ADA ramp. Construction of the ADA ramp began on February 5, 2019.

2. FHWA Projects
   a. 2015 ATP School Safety Improvements

      This project consists of constructing bulb-outs at three intersections, installing enhanced visibility crosswalks at four intersections, and installing eight rectangular rapid flashing beacons. Todd Companies was issued a Notice to Proceed on January 29, 2019. Construction was scheduled to begin on February 4, 2019 but was postponed due to weather.

3. EDA Off-site Improvements at Northwest Corner of Park Blvd and Anchor Ave

   The EDA has reviewed the application for completeness, and the application was submitted on January 4, 2019. Due to the government shutdown, the EDA's review of the application has been postponed. We have been informed by Wilfred Marshall at the EDA that the EDA will need some time to review and process all applications that were submitted during the shutdown.

4. Housing Element Update

City Council approved the Planning Commission's recommendation to approve the amendment to the 2016-2023 Housing Element on January 23, 2019. The second reading of the Ordinance will take place during tonight's council meeting and the Ordinance will be in effect after 30 days.

5. 2019 Affordable Housing Sustainable Communities (AHSC) Program

   The City is working with the developers to prepare an application to the 2019 AHSC Program. Engineer has developed pedestrian and bike facilities improvements and prepared a capital construction cost estimate. The developer's consultant submitted the application on February 11, 2019.

6. Review of Application for Tentative Parcel Map

   Engineer received an application for a tentative parcel map for APN 375-121-02 on December 20, 2018. Tentative Parcel Map No. 201-01 proposes to divide 0.605 acres of APN 375-121-02 into four parcels: Parcel 1 – 6,100 square feet; Parcel 2 – 6,750 square feet; Parcel 3 – 7,307 square feet and Parcel 4 – 6,213 square feet. The subject property is located on the southwest corner of C Street and 12th Street and contains a single-family dwelling unity that will be situated on proposed Parcel 3, the other proposed parcels are currently vacant. The applicant is proposing to create three new parcels to be developed into single-family dwelling units.

   The application was reviewed by Engineering, Planning, Surveying, Public Works Department and Public Safety Staff and comments were submitted to the applicant on January 22, 2019. A public hearing will be held before the Planning Commission on February 19, 2019. Staff will recommend that the Planning Commission recommend approval of Parcel Map 2019-01, Diaz, to the Orange Cove City Council.

7. Water Infrastructure Improvements for the Nation Act (WIIN Act)

   The Water Infrastructure Improvements for the Nation Act (WIIN Act) allows for the conversion of water service contracts to repayment contracts to allow for prepayment of allocable construction costs that would have been repaid to the Bureau of Reclamation over extended terms. The City has until March 13, 2019 to identify the individual who will be the City's negotiator representatives and designate those individuals by resolution. A resolution designating the City Manager and City Engineer as the City's negotiator representatives is included in the agenda for tonight's City Council meeting.

8. 2019 Unreleased Restoration Flow (URF) Water Service Agreement

   Since 2017, the City has entered into a contract with the U.S. Bureau of Reclamation to obtain water for municipal and industrial use through the Friant Division, Central Valley Water Project. The Bureau has made 175 acre-feet of Unreleased River Flows available to the City. As done in previous years, it is recommended that the City enter into a one-year agreement to take delivery of such Unreleased River Flows water from the Bureau. A resolution approving the sales agreement with the Bureau for the purchase of the Unreleased River Flows for the 2019-2020 water year is included in the agenda for the tonight's City Council meeting.

For the Meeting of: February 13, 2019

CITY OF ORANGE COVE
REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer

Subject: Update on the Friant Kern Canal Shutdown

Attachments: None

RECOMMENDATION:

There is no recommendation under this agenda item. This item is intended to update the City Council on the progress made toward the solution that will address the City's water needs during the Friant Kern Canal shutdown.

BACKGROUND:

Staff has been working since October 2018 to address the eminent Friant Kern Canal shutdown. On October 30, 2018, staff met with the US Bureau of Reclamation (USBR), Friant Water Users Authority (FWUA) and the Division of Drinking Water (DDW) to discuss possible solutions that will provide water for the City during the Friant Kern Canal shutdown that is scheduled to begin in November 2019. During this first meeting, the City informed everyone that the preferred solution (Plan A) to address the FKC shutdown was to line the existing raw water storage reservoirs and construct a fourth one. Those improvements would provide the City with adequate capacity to handle the extended shutdown. At the meeting, the DDW recommended that the City submit an application to the Drinking Water State Revolving Fund (DWSRF) to seek emergency funding for the lining of the City's three existing retention basins and construction and lining of a fourth retention basin on the southeast corner of Park Blvd. and Hills Valley Road.

During the October 30, 2018 meeting, it was also discussed that, if the City needed more time to construct the improvements to its raw water storage system, it could request an extension to the FWUA Board to delay their extended canal shut down scheduled for the end of 2019 (Plan B).

The last option that was also discussed consisted of using nearby groundwater wells in combination with reverse osmosis filters to remove nitrates (Plan C). This alternative was used during the last extended outage.

On November 27, 2018, AM Consulting Engineers submitted a construction application to the State Water Resources Control Board (SWRCB) DWSRF for the lining of the City's existing retention basins and construction and lining of fourth new basin. After conducting their initial review of the construction application, the SWRCB Division of Financial Assistance (DFA) confirmed that the construction of the fourth new retention basin was not eligible for funding, but the lining of the three existing basins would be eligible. The SWRCB DFA also confirmed that funding would not be available during this fiscal year. Additionally, there is no guarantee that funding will be available for the City during the next fiscal year as well.

Since funding is not available with enough time to construct the improvements, efforts moved on to Plan B. Staff has scheduled a meeting for February 12, 2019, with the USBR, the FWUA, and

the DDW to discuss a request to shorten or delay the FKC shutdown to 2020. In anticipation of the FWUA Board response, staff is proceeding with Plan C. On that regard, we have requested copies of the agreements that were executed with nearby farmers in 2012 and those will be approached soon to seek their interest to let the City use them again this time. Staff has also requested quotes from reputable firms for the lease of Reverse Osmosis filtration equipment. Staff has contacted the Office of Emergency Services to obtain reverse osmosis equipment. The Office of Emergency Services has stated that they do not have this equipment available.

If the City proceeds with obtaining water from nearby well owners, agreements with the well owners will need to be in place by the end of May. The City will begin installing and testing the reverse osmosis equipment in October in order to be ready for the shutdown in November.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

CONFLICT OF INTEREST:
None.

Prepared by: Angela Hall Approved by: Alfonso Manrique

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
_X_ Info Item
____ Action Item
____ Department Report
____ Redevelopment Agency
____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

For the Meeting of: February 13, 2019

CITY OF ORANGE COVE
REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer

Subject: Sales Agreement Between the United States and the City of Orange Cove for Sale of Unreleased Restoration Flows for the 2019-2020 Water Year.

Attachments: Resolution 2019-10
Sales Agreement Between the United States and the City of Orange Cove for Sale of Unreleased Restoration Flows for the 2019-2020 Water Year.

RECOMMENDATION:
Staff recommends that the City Council approve the attached Sales Agreement for Unreleased Restoration Flows (URF) with the United States Bureau of Reclamation for additional water for the 2019-2020 water year and authorize the City Manager to sign the Agreement.

EXECUTIVE SUMMARY:
The Bureau of Reclamation has requested that the City Council approve the attached Resolution for 175 acre-feet of unreleased San Joaquin River restoration water. the City would be able to purchase these unreleased restoration waters at a reduced price.

BACKGROUND:
The City of Orange Cove has a contract to obtain up to 1,400 acre-feet of water annually from the Bureau of Reclamation through the Central Valley Project, which includes Millerton Lake and the Friant-Kern Canal. In addition, the City has an agreement wit Lower Tule Irrigation District to update up to 2,000 acre-feet of their water allocation if needed each year, and if it is available.

Since an unusually large supply of water was available last year, not all of the water designated for the restoration of the San Joaquin River was used. The Bureau of Reclamation is making that water available to the City under the attached Sales Agreement. URF water is sold at a reduced rate of $20 per acre-foot. The current Bureau of Reclamation cost for the City's contract

Prepared by: Angela Hall Approved by: Alfonso Manrique

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency
____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

water is $48.74 per acre-feet. The City has purchased water from Lower Tule Irrigation District for approximately $100 per acre-feet.

Approval of the Sales Agreement with the Bureau of Reclamation and adoption of the Resolution will allow the City to receive more water than the normal allocation and at a cheaper rate.

FISCAL IMPACT:
There is no fiscal impact associated with the adoption of the attached Resolution. The City will save money on the cost of water purchased from the Bureau of Reclamation.

CONFLICT OF INTEREST:
None.

Prepared by: Angela Hall Approved by: Alfonso Manrique

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
____ Info Item
_X_ Action Item
____ Department Report
____ Redevelopment Agency
____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

RESOLUTION NO. 2019-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING SALES AGREEMENT WITH UNITED STATES BUREAU OF RECLAMATION FOR PURCHASE OF UNRELEASED RESTORATION FLOWS FOR THE 2019-2020 WATER YEAR

WHEREAS, the City of Orange Cove has entered into a contract with the United States through its Department of the Interior, Bureau of Reclamation (Bureau) to obtain water for municipal and industrial uses through the Friant Division, Central Valley Project (Project); and

WHEREAS, the Bureau has determined that Full Restoration Flows to the San Joaquin River have not been released; and

WHEREAS, the Bureau has made 175 acre-feet of Unreleased River Flows available to the City; and

WHEREAS, the City may enter into a one-year agreement to take delivery of such Unreleased River Flows water from the Bureau as shown in Exhibit A.

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. The City Council approves the Sales Agreement for Unreleased River Flows with the United States in substantially the same form as shown in Exhibit A attached hereto.
3. The City Manger is authorized to sing the Sales Agreement on behalf of the City.
4. 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.
5. 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 February 13, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Victor P. Lopez, Mayor

ATTEST:

_____

June Bracamontes, City Clerk

For the Meeting of: February 13, 2019

CITY OF ORANGE COVE
REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer

Subject: Water Infrastructures Improvements for the Nation (WIIN) Act Contract Conversion Process

Attachments: Resolution 2019-11

RECOMMENDATION:
Staff recommends that the City Council designate the following staff as negotiators for the Water Infrastructure Improvements for the Nation (WIIN) Act contract conversion process: Rudy Hernandez, Interim City Manager; and Alfonso Manrique, City Engineer.

EXECUTIVE SUMMARY:
This Resolution designates the Interim City Manager and City Engineer as negotiators for the Water Infrastructure Improvements for the Nation (WIIN) Act contract conversion process.

BACKGROUND:
The City of Orange Cove has a contract with the United States Bureau of Reclamation (USBR) for Central Valley Project (CVP) water (Contract No. 14-06-200-5230-LTR1). The federal government initially, and periodically, funded capital costs for the CVP which are to be repaid by the water users.

Section 4011 of the WIIN Act allows for the conversion of water service contracts to repayment contracts to allow for prepayment of allocable construction costs that would have been repaid to Reclamation over extended terms. It allows repayment contractors to pay, upon request, their remaining construction repayment obligations, either in a single lump sum or over a three-year period. If contractors decide to take advantage of this authority, they are required to pay the current value of their remaining contract payments, discounted at 1/2 of the 20-year maturity Treasury rate. The legislation states that once contractors have satisfied their repayment obligations, they are no longer subject to the acreage limitations and full-cost pricing of the Reclamation Reform Act (RRA). In addition, the section authorizes municipal and irrigation contractors to convert to repayment contractors and/or repay their outstanding balances through prepayment.

According to the USBR, the City's unpaid capital cost is in the negative. The USBR estimates the City has a credit in the amount of $151,115 as of September 2016. This number can change as the USBR completes further analysis.

The City has requested and received acknowledgement to move forward with negotiations. There is not set schedule for negotiations at this time, but the City must designate the individuals that will be a part of the negotiations prior to March 13, 2019. As negotiations proceed with the USBR, staff will provide informational updates to the City Council.

FISCAL IMPACT:
There is no fiscal impact associated with the negotiations with the USBR.

RESOLUTION NO. 2019-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING AND DESIGNATING THE FOLLOWING STAFF AS NEGOTIATORS FOR THE WATER INFRASTRUCTURE IMPROVEMENTS FOR THE NATION (WIIN) ACT CONTRACT WATER CONVERSION PROCESS; RUDY HERNANDEZ, INTERIM CITY MANAGER; AND ALFONSO MANRIQUE, CITY ENGINEER

WHEREAS, the City of Orange Cove desires to participate in the contract water conversion process of the Water Infrastructure Improvements for the Nation Act with the United States Bureau of Reclamation; and

WHEREAS, the City is required to assign negotiators to begin the conversion process of the City's contract with the United State Bureau of Reclamation (Contract No. 14-06-200-5230-LTR1); and

WHEREAS, the City desires to assign the following staff as negotiators for the conversion process: Rudy Hernandez, Interim City Manager; and Alfonso Manrique, City Engineer.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove, California, authorizes and designates the following staff as negotiators for the Water Infrastructure Improvements for the Nation (WIIN) Act contract water conversion process for the City's water contract (Contract No. 14-06-200-5230-LTR1): Rudy Hernandez, Interim City Manager; and Alfonso Manrique, City Engineer.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on February 13, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Victor P. Lopez, Mayor

ATTEST:

_____

June Bracamontes, City Clerk

For the Meeting of: February 13, 2019

CITY OF ORANGE COVE
REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer

Subject: Second Reading of Ordinance No. 385 approving Zoning Ordinance Amendment 19-01, which amends certain sections of the zoning ordinance so that it is consistent with state planning law as it refers to housing elements.

Attachments: Ordinance No. 385

RECOMMENDATION:
Staff recommends that the City Council adopt Ordinance No. 385 approving Zoning Ordinance Amendment 19-01, which amends certain sections of the zoning ordinance so that it is consistent with state planning law as it refers to housing elements.

EXECUTIVE SUMMARY:
Conduct second reading and adopt Ordinance No. 385 to amends certain sections of the zoning ordinance so that it is consistent with state planning law as it refers to housing elements.

BACKGROUND:
On January 23, 2019, the City Council conducted a public hearing and the first reading of Ordinance No. 385 and adopted Resolution No. 2019-09 approving an amendment of the Orange Cove Housing Element, 2016-2023. Per Government Code Section 20471, the Council is required to conduct the second reading no less than 20 days following the first reading and the adoption of the Ordinance. Since the public hearing was opened and then closed at the January 23, 2019, meeting, no further public hearing is required for this item and the Council is requested to conduct the second reading and adopt the Ordinance at this time. However, in accordance with the Brown Act, the public will be able to address this item, but not as part of a formal public hearing.

Ordinance No. 385 amends Title 17 of the Orange Cove Municipal Code by adding provisions related to housing for developmentally disabled adults as a permitted use in various zoning districts.

Prepared by: Angela Hall Approved by: Alfonso Manrique

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
____ Info Item
_X_ Action Item
____ Department Report
____ Redevelopment Agency
____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

FISCAL IMPACT:
There is no fiscal impact associated with adoption of Ordinance No. 385.

CONFLICT OF INTEREST:
None.

Prepared by: Angela Hall Approved by: Alfonso Manrique

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
____ Info Item
_X_ Action Item
____ Department Report
____ Redevelopment Agency
____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

ORDINANCE NO. 385

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AMENDING TITLE 17, BY THE ADDITION OF PROVISIONS RELATED TO HOUSING FOR DEVELOPMENTALLY DISABLED ADULTS AS A PERMITTED USE IN VARIOUS ZONING DISTRICTS AND PROVIDING FOR THE ENACTMENT AND PUBLICATION THEREOF.

WHEREAS, the City of Orange Cove Planning Commission ("Commission") has recommended that the City Council of the City of Orange Cove ("Council") amend the City of Orange Cove Municipal Code ("Code") in order to bring the City Housing Element into compliance regarding housing for developmentally disabled persons ; and

WHEREAS, the Commission held a duly noticed public meeting and took public testimony regarding the proposed recommendation by the Commission; and

WHEREAS, the Council has determined that the proposed amendment to the Code is necessary and will bring the City's Housing Element into compliance.

NOW, THEREFORE, The City Council of the City of Orange Cove does hereby ordain as follows:

Section I: Title 17 of the Orange Cove Municipal Code is hereby amended by addition of the following sections, to the designated chapters, and, as amended, shall read as follows:

Chapter 17.08, RA, Single-Family Residential/Agricultural District

17.08.02 Permitted Uses

O. Developmentally Disabled Housing, eight of fewer persons

Chapter 17.10, R-1-12, Single-Family/Low Density Residential District

17.10.02 Permitted Uses

K. Developmentally Disabled Housing, eight of fewer persons

Chapter 17.12, R-1-6, Single-Family/Medium Density Residential District

17.12.02 Permitted Uses

K. Developmentally Disabled Housing, eight of fewer persons

Chapter 17.14, R-1-3, Single-Family/Medium Density Residential District

17.14.02 Permitted Uses

K. Developmentally Disabled Housing, eight of fewer persons

Chapter 17.18, R-2, Medium/High Density Residential District

17.18.02 Permitted Uses

F. Developmentally Disabled Housing, eight of fewer persons

Chapter 17.20, R-3, High Density Multi-Family Residential District

17.20.02 Permitted Uses

J. Developmentally Disabled Housing, eight of fewer persons

Chapter 17.33, M-U, Mixed-Use District

17.33.12 Permitted Uses

I. Developmentally Disabled Housing, eight of fewer persons

J. Supportive and Transitional Housing, above ground and ground floor

Section II: If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. City Council hereby declares that it would have adopted the ordinance and each section, sub-section, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, or portions to be declared invalid or unconstitutional.

Section III: The City Clerk is authorized to cause this ordinance or a summary of this ordinance to be published in a newspaper of general circulation in the City of Orange Cove, within fifteen days after its adoption. If a summary of the ordinance is published, the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted at City Hall at least five days prior to the meeting at which the ordinance is adopted and again after the meeting at which it is adopted. The ordinance shall become effective thirty days after its adoption.

****

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Orange Cove held on January 23, 2019 and was passed and adopted at a regular meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSENT:

_____
MAYOR OF THE CITY OF ORANGE COVE

ATTEST:

_____
CITY CLERK

Mayor
Victor P. Lopez

Mayor Pro Tem:
Diana Guerra Silva

City Council Members:
Roy Rodriguez
Hope Rodriguez
Josie Cervantes

Interim City Manager:
Rudy Hernandez
(559) 626-4488 ext. 215

Finance Director:
(559) 626-4488 ext. 216

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

Incorporated January 20, 1948

633 Sixth Street Orange Cove, California 93646 Phone: (559) 626-4488 / FAX: (559) 626-4653

Public Works Department
Monthly Status Update

Council Meeting 2/13/2019

Public Works Department

City Hall Parking Lot

- We have received two quotes one from Toasted Asphalt for $65,000.00 and one from Seal Right for $121,282.00 and waiting on one more quote from American Paving.

Julia Lopez Daycare Center – Playground Awning Removal

- The Julia Lopez Daycare staff asked for assistance in removing an awning from their faculty so they can be able to install a new play ground. I will be meeting with a contractor to obtain two quotes. One quote is to remove the awning that will be billed to Julia Lopez Daycare and the second quote will be billed to the city to rebuild the awning at the city yard for weather protection coverage for our equipment.

Damaged Light pole South and Center Streets

- I met with AC Electric field technician to obtain a repair quote to give to the residents insurance for payment to the city for light pole repair.

Water treatment Department

Lead & Copper all city schools

- Samples will be pulled Saturday February 23rd,

Wastewater treatment Department

Plant Generator

- Cummings West quoted out a 200kW Generator for $42,383.00.I have W&E Electrical and Tell Star coming out to give us an installation quote.

ORANGE COVE POLICE DEPARTMENT

January 2019 MONTHLY STATISTICS

CHIEF OF POLICE - MARTY RIVERA

PART 1 CRIMES

	DEC 2018	JAN 2019	% Change	YTD 2018	YTD 2019
Homicide	0	0	0%	1	0
Rape	0	0	0%	1	0
Attempted Murder	0	0	0%	0	0
Robbery	0	0	0%	0	0
Assault	0	0	0%	7	0
Burglary	3	2	-33%	4	2
Grand Theft Auto	2	4	100%	1	4
Total Part 1 Crimes	**5**	**6**	20%	**14**	**6**

	DEC 2018	JAN 2019	% Change	YTD 2018	YTD 2019
Sex Crimes	2	0	-100%	1	0
Narcotics	2	2	0%	2	2
Child Abuse	0	2	200%	1	2
Runaways	0	3	300%	0	3
Total Part 2 Crimes	**4**	**7**	75%	**4**	**7**

TRAFFIC STATISTICS

	DEC 2018	JAN 2019	% Change	YTD 2018	YTD 2019
Total Traffic Collisions	7	3	-57%	6	3
Fatalities	0	0	0%	1	0
Injury	1	0	-100%	0	0
Non Injury	4	2	-50%	4	2
Hit & Run	2	1	-50%	1	1

ENFORCEMENT STATISTICS

	DEC 2018	JAN 2019	% Change	YTD 2018	YTD 2019
Total Traffic Citations	40	49	23%	18	49
Total Vehicle Stops	119	141	18%	98	141
Seatbelt Violations	0	0	0%	0	0
Unsafe Speed Violations	2	1	-50%	2	1
Fail To Obey Stop Sign/Light	2	13	550%	3	13
Driving Under the Influence	3	1	-67%	1	1
Gang Arrests - Felony	0	3	300%	0	3
Gang Arrests - Misdemeanor	1	1	0%	0	1
Gang Field Interview Cards	1	9	800%	6	9
Juvenile Detentions/Arrests	0	1	100%	0	1
Adult Arrests	23	26	13%	21	26

Prepared by : Orange Cove PD *Statistics are subject to further analysis and revision.* ***Date*** *: 2/6/2019*

	DEC 2018	JAN 2019	% Change	YTD 2018	YTD 2019
5150	1	2	100%	4	2
Agency Assist	17	10	-41%	0	10
Battery	2	2	0%	1	2
Evading/Obstructing Officer	2	2	0%	1	2
Fraud	0	0	0%	1	0
Identity Theft	0	1	100%	2	1
Spousal Abuse	4	3	-25%	7	3
Grafitti/Vandalism	8	7	-13%	5	7
Veh. Burglaries	1	0	-100%	0	0
General Incidents	10	22	120%	6	22
Weapons Confiscated	0	2	200%	1	2
Petty Theft	5	5	0%	2	5
Public Intoxication	0	0	0%	1	0
Suspended License	4	1	-75%	0	1
Unlicensed Drivers	5	11	120%	1	11
Vehicles Towed	11	9	-18%	7	9
Vehicles Released	5	3	-40%	2	3
Case Number Drawn	120	156	30%	106	156

Prepared by : Orange Cove PD *Statistics are subject to further analysis and revision.* *Date : 2/6/2019*

POLICE DEPARTMENT MONTHLY REPORT

February 13, 2019

STAFF LEVELS

Staff levels remain the same. 10 plus myself. Reserve Officers Urrea filling shifts. Reserve Officer Ngo on call when needed to fill a shift.

Officer Jurado applied at Kings County Sheriff's Office. Sgt Pena applied at Clovis PD.

The background on Rogelio Diaz who has applied for a position as a police reserve is continuing. His Psych exam was scheduled and after that comes the medical exam. There have been two more applicants.

Events AVID Lucky Run tentatively scheduled for March 16th. Easter follows.

K-9 Vehicle being repaired by Chapa in exchange for the old wrecked chiefs car.

Explorer Program Lost one explorer to USMC.

Grants ....Domestic Violence Grant . Received word on 2-5-19 that DOJ would not accept the City of Orange Cove as being a Rural Community. Even though other Fed Gov Agencies accept us as being Rural they will not. Therefore we can not get the grant.

Requesting permission to apply for an ABC Grant. Cost will be $5500 Grant is up to $100,000

Training MK 43 training continues. We need to start considering replacements for the MDTs that are old and should be replaced.

Skills Training will start in March.

Cameras

Vehicles Two SUVs. Delayed. Expect arrival any day. After arrival they still need to be painted Black and White and then retro-fitted.

ORANGE COVE POLICE DEPARTMENT
550 Center Street Orange Cove California 93646
Ph: 559-626-5106 / Fax: 559-626-7565
Email: marty.rivera@oc-pd.com

Marty Rivera
Chief of Police

Date: February 13, 2019

Title: Recommendation to approve hiring California Consulting to apply for an ABC Grant

SUBMITTED: Marty Rivera

Background:

The police department has not received any grants since 2014. Currently we are in the process of applying for a Domestic Violence/Sexual Assault grant.

There is currently an opportunity for a Grant from the Alcoholic Beverage Control. The grant funds projects to engage in prevention of alcohol sales to minors and to provide continual training to officers on ABC education, prevention and enforcement measures. The grant could provide up to $100,000

This grant would provide funds to do Minor Decoy Operations at both On-Sale and Off-Sale locations. We would then file cases against stores that sell to alcohol to minors.

Recommendation:

That we pay California Consulting to apply for the grant. The cost charged to write a grant that gives from $50,000 to $100,000 is approximately $5,500.00

Fiscal Impact

The cost is $5,500

Prepared by:

Marty Rivera ____ Chief of Police

Approved by Interim-City Manager

_____Interim City Manager

A Proposal for City of Orange Cove Police Department

History

Founded in 2004, California Consulting, Inc. has a solid reputation for hard work and a commitment to success for its clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 80 clients statewide. We have 30 members of our team from Chico in the North, to San Diego in the South.

California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations. We have secured over $1.6 billion for our clients since inception through grant writing and government advocacy efforts combined.

The California Consulting team boasts nearly 25 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 900 competitive grants that have been funded, generating over $210 million for our clients. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Events

In order to keep our clients regularly informed of updates from the Capitol, we routinely invite special guests from Sacramento to visit with our clients. We periodically host invitation only events with a key elected or appointed official from Sacramento. We have held events in Montebello, Salinas and Fresno. Guests have included CalTrans Director Malcolm Dougherty, the Governor's Cabinet Secretary, Director of California Governor's Office of Business and Economic Development, Kish Rajan and other key policymakers. This allows clients to interact with major policymakers in a unique small group setting.

References

California Consulting references include key leaders from around the State. Our relationships are bi-partisan and we have references from major figures and leaders in both political parties.

California Consulting currently represents over 40 cities across California, almost 40 School Districts, non-profits and others. We have also been retained to work for agencies including Chevron Corporation and academic institutions including the California Institute of Technology in Pasadena, as well as several private sector clients. A full client list can be obtained at www.californiaconsulting.org.

Grant Writing

California Consulting is a full service grant writing firm. We are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages,

submitting grants in a timely fashion, follow through after the grant has been submitted to determine the status of the grant and post award compliance and administration.

California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we go after to fit our client's needs.

1. **Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.

   Sample questions asked during the Needs Assessment:

   a) List and describe any program initiatives or priority projects.
   b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
   c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
   d) List past grants that have been funded.
   e) List past grant applications you would like to revise and submit again.
2. **Facilitation of Department Decision Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be able to assist your Staff in deciding which grants make the most sense on meeting the funding needs identified.
3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our client's know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet the your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants.

   Below is a list of general tasks for our grant process:

   a. Create a task timeline with due dates
   b. Ensure the proposed project meets the grant agency's requirements
   c. Review similar successful grant applications and apply where possible
   d. Collect information on the project
   e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
   f. Obtain letters of support when necessary
   g. Draft proposals and send to staff for review
   h. Incorporate staff edits in final drafts

i. Submit completed application timely
j. Monitor funding agency until grant awards are announced.

6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Mangers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on and what additional grants may be a good fit. Our Grant Managers review grant applications prior to submission. This ensures the best quality product before the grant application is submitted.
7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.
10. **Grant Administration**: Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference. If the Client chooses the monthly retainer option, grant administration services are included.
11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide you and your Council/Board with a clear return on investment.

Pricing

California Consulting offers the following pricing option for Grant Writing services.

We propose a cost on a "Per Grant" basis, plus reimbursement of out of pocket expenses. Grant research, grant identification and administration can be provided at an hourly rate of $105.00. The following is a breakdown of cost per grant:

Grant Amount	Cost
Up to $10,000	$1,500
$10,001 - $50,000	$4,000
$50,001 - $100,000	$5,500
$100,001 - $250,000	$7,500
*Over $250,000	$9,000 - $12,000

**Cost will be determined based on complexity of grant preparation for grants exceeding $250,000*

For research completed at an hourly rate, Client may specify a "not to exceed" amount.

Date:	**February 13, 2019**
To:	**Mayor and City Council**
From:	**Rudy Hernandez, Interim City Manager**
Subject:	**Approval of FOCAS Contract.**
Attachments:	**FOCAS Contract**

BACKGROUND:

On January 23, 2019, the City Council held a discussion on the FOCAS agreement with City staff and the General Public. At the conclusion of the discussion, the City Council directed staff to work with the FOCAS group to try and reach a compromise agreement and present it to the City Council at the next meeting of February 13, 2019.

Attached for the City Council's consideration for approval is the FOCAS Contract that meets both the City of Orange Cove's and FOCAS's goals and objectives. In other words, the City of Orange Cove and the FOCAS group were able to come to an agreement on the attached contract. Some Key elements of the agreement include:

- Prior to commencing this agreement, FOCAS shall provide the City of Orange Cove with evidence of insurance as stated in EXHIBIT"C".
- Any correspondence from the FTB, State of California Attorney General or the Internal Revenue Service concerning FOCAS's status as a non-profit corporation and as a tax-exempted entity.
- FOCAS shall provide City with copies of FOCAS's filed federal and state tax returns within thirty (30) days after the due date for such returns.

Animal Control Officer:

Staff is currently in the process of creating a job description for the animal control officer and should have it ready for approval at the next City Council meeting scheduled for Wednesday February 27, 2019.

FISCAL IMPACT:

If the City Council approves the revised FOCAS agreement, it will result in a $2,500 monthly cost and is budgeted in the fiscal year 2018-19 adopted budget. As per Exhibit B, future funding will based on the availability of funding in the General Fund.

RECOMMENDATION:

Staff recommends that the City Council approve the attached FOCAS Contract.

Prepared by: Rudy Hernandez ____ Approved by: _____

REVIEW: City Manager: ____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

AGREEMENT FOR ANIMAL SHELTER SERVICES
BETWEEN THE CITY OF ORANGE COVE AND
FRIENDS OF ORANGE COVE ANIMAL SHELTER

This AGREEMENT ("AGREEMENT"), is made and entered into this ____ day of _____ 20__, by and among the City of Orange Cove, a California municipal corporation ("CITY") and FRIENDS OF ORANGE COVE ANIMA SHELTER, a non-profit organization, ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to provide the services and entities to CONSULTANT as specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by

a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

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

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have

the right to reim-bursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admiss-ions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT.
However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements
(collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

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

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY.

SECTION 20. DEFAULT.

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

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

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

SECTION 23. NOTICES.

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

To CITY:

City Manager
City of Orange Cove
633 Sixth Street
Orange Cove, California 93646

To CONSULTANT: Friends of Orange Cove Animal Shelter
ATTN: President
c/o Adriana-Figueroa-Bruce
120 6th Street
Orange Cove, California 93646

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts hall lie exclusively in the County of Fresno In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in Fresno, California.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into

between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

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

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

CITY OF ORANGE COVE

By_____
Rudy Hernandez, Interim City Manager
(Authorized Officer)

By_____
APPROVED AS TO FORM:
Daniel T. McCloskey, City Attorney

CONSULTANT:

By_____

EXHIBIT "A"

SCOPE OF SERVICES

1. CONSULTANT shall operate on a 24/7 basis a shelter at the City of Orange Cove Animal Shelter and shall operate pursuant to a written operations manual, a copy of which, is being provided to the City for approval within thirty days of the effective date of this Agreement.

2. CONSULTANT Any dog that is found by the City of Orange Cove Animal Control Officer with severe injuries will be taken by the Animal Control Officer to a designated veterinarian for evaluation, treatment, and or disposition. If the dog is released by the veterinarian, FOCAS will accept the animal and take possession of the dog from the veterinarian.

3. CONSULTANT shall accept for shelter all dogs taken to the shelter by the Animal Control Officer of the City of Orange Cove.

4. CONSULTANT shall deliver any dog or animal injured while in the CONSULTANT's care and possession immediately to a designated veterinarian for treatment, evaluation and possible euthanasia. If the dog is subsequently released by the veterinarian then CONSULTANT shall accept possession and care for that injured dog so released.

5. CONSULTANT shall not have the right to place for adoption any dog that was deemed to be quarantined by Animal Control Officer for a vicious attack on another animal or human being. Any dog quarantined by CONSULTANT as a vicious dog, and not otherwise adopted or provided for, shall be transported by the CONSULTANT to a designated veterinarian for euthanasia.

6. CONSULTANT shall accept or house no more animals than what the shelter can humanely house, and, CONSULTANT shall have no more than fifty (50) kennels at the shelter and six (6) kennels shall be reserved for the use of the Animal Control Officer of the City of Orange Cove.

7. CONSULTANT shall not be responsible for collection of owner surrender animals, and, the Animal Control Officer of the City of Orange Cove shall be responsible for the collection of an owner surrender animal upon the payment by the owner of the surrender fee to City Hall.

8. CONSULTANT shall be responsible for veterinarian fees for all animals held beyond the four (4) day initial holding period including euthanasia fees, unless, CONSULTANT waives the ownership of any such abandoned animal and forfeit the animals to the Animal Control Officer of the City of Orange Cove and the City shall be responsible for the veterinarian fees including fees for euthanasia.

9. CONSULTANT shall not pick up any animals or dogs outside the shelter premises or from other non-profit rescue entities. CONSULTANT shall only use the shelter for housing and caring for animals found in the City's jurisdiction.

10. CONSULTANT agrees and acknowledges that the animal population at the shelter is beyond capacity. CONSULTANT shall have ninety (90) days to adopt out or otherwise find homes for fifty

percent (50%) or more of the current animals residing at the shelter on the effective date of this Agreement. After the expiration of ninety (90) days, CONSULTANT shall , to the extent that there are still more than fifty percent (50%) of animals residing at the shelter , bring the total population to or below the fifty percent (50%) requirement by transporting enough animals to a designated veterinarian for euthanasia.

11. CONSULTANT shall adequately supervise any volunteers allowed in the shelter. No volunteers shall be allowed access to the shelter without an employee or Board Member of CONSULTANT present at all times and no volunteers shall have keys to shelter.

12. CONSULTANT shall shelter and cared for the animals in compliance with all Federal, State and local statutes and ordinances.

13. CONSULTANT shall maintain the shelter, grounds and kennels in a humane and sanitary condition at all times.

14. CONSULTANT shall maintain shelter hours for the public adoption period between 8:00 a.m. to 5:00 p.m. Monday through Friday.

15. CONSULTANT shall always have at least one employee or Board Member present during volunteer activities at the shelter including weekends.

16. CONSULTANT shall vaccinate all impounded animals as needed upon that animal being admitted to the shelter.

17. CONSULTANT shall provide, pay for or arrange for immediate emergency medical care after four (4) day hold to sick and injured animals that are injured and/or in the CONSULTANT care.

18. CONSULTANT shall employ and enlist qualified persons, officials, agents, employees and volunteers to perform CONSULTANT's obligations under this Agreement. All volunteers shall sign waivers of liability and parents and/or legal guardian shall sign waivers of liability for any volunteer under the age of eighteen.

19. CONSULTANT shall adopt written policies, practices and personnel rules that are approved by the CONSULTANT'S board, conform to the industry's best practices and comply with Federal, state and local laws and ordinances.

20. CONSULTANT shall submit a statistical report every month to the City that provides all of the following information:

1. Number of dogs received by Owner Surrender, City Animal Control or other since the last report.
2. Number and name of dogs transferred or pick up by other non-profit rescue entities.
3. Number and name of dogs euthanized this period.
4. Number and name of dogs injured while in CONSULTANT's care.
5. Number of dogs vaccinated this period.
6. List and names of all volunteers this period.

7. Any changes in the makeup of the CONSULTANT's Board or officers this period.
8. Any correspondence from the FTB, State of California Attorney General or the Internal Revenue Service concerning CONSULTANT's status as a non-profit corporation and as a tax-exempted entity.
9. All complaints filed with the CONSULTANT regarding CONSULTANT's operation of the shelter and care of animals during this period.

23. CONSULTANT shall provide City with copies of CONSULTANT's filed federal and state tax returns within thirty (30) days after the due date for such returns.

24. In the event of termination, City agrees to give FOCAS 60 days to remove property and animals.

EXHIBIT "B"

COMPENSATION

a) City agrees to allow CONSULTANT to operate the Shelter currently located on City property and will provide access to CONSULTANT's employees and volunteers during normal business hours, including weekends, and access to CONSULTANT'S board members twenty-four (24) hour per day seven (7) days per week.
b) City will continue to provide maintenance of the building, including electrical and plumbing repair;
c) City will provide sewer back up services;
d) City will ensure electrical panel can support a water heater, washer and dryer;
e) City will maintain property insurance on the building;
f) City will pay the utilities for the property;
g) City will provide FOCUS with a monthly payment of $2,500 as funding is available.
h) City agrees that all monies paid by owner reclaimed dogs shall be remitted to FOCUS after the five (5) day hold.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Attorney, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.
(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.
(4) Errors and omissions liability insurance appropriate to the CONSULTANT's profession.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

(1) General Liability: $1,000,000 general aggregate for bodily injury, personal injury and property damage.
(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.
(4) Errors and Omissions Liability: $1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

(3) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect

complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.
2. Any deductibles or self-insured reten-tions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

Disclaimer - 2000

Date:	**February 13, 2019**
To:	**Mayor and City Council**
From:	**Rudy Hernandez, Interim City Manager**
Subject:	**Update on Financial Issues**
Attachments:	**None.**

BACKGROUND:

Listed below are updates on the projects listed below:

- **Strategic Planning Session – February 27, 2019 (Verbal Report).**
- **Fresno County Superior Court Services to be held in the City of Orange**
- **Cove (Verbal Report).**
- **Housing Rehabilitation Grant Program ($10,000) started February 4, 2019 (Verbal Report)**
- **Credit Card (Debit/Credit Card) (Verbal Report).**
- **Purchase of Street Sweeper (Verbal Report)**
- **Water & Wastewater Sufficiency Reports – Debt Service**

RECOMMENDATION:

For Information Only.

Prepared by: _____ Approved by: _____

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
X Info Item
____ Action Item
____ Department Report
____ Redevelopment Agency

____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

Date:	**February 13, 2019**
To:	**Mayor and City Council**
From:	**Rudy Hernandez, Interim City Manager**
Subject:	**P.G.& E. Chapter 11 Bankruptcy Filing**
Attachments:	**E-mail from Erica Cabrera Regarding Bankruptcy Filing**
	An Open Letter to Customers (English/Spanish)

BACKGROUND: (E-Mail From Erica Cabrera - P.G.& E.)

This morning, PG&E moved forward with our previously announced plan to file for Chapter 11.

To be clear, PG&E is not going out of business. We continue to expect that this court-supervised process will, among other things:

- Enable the continued safe and reliable delivery of natural gas and electric service to our customers.
- Allow us to address PG&E's potential liabilities resulting from the 2017 and 2018 Northern California wildfires with minimal disruption to our operations.
- Allow us to work with all of our stakeholders in one court-supervised forum to address their complex concerns and make appropriate changes.

The following documents are attached should you receive any questions regarding PG&E's announcement and what it means:

- The Chapter 11 filing news release
- An open letter to customers, which can be found at www.pge.com/reorganization , www.pge.com/reorganizacion (Spanish)
- A customer infographic (English and Spanish), which can be found on the same webpages

Please share the above information with your Council. If you have any questions, please don't hesitate to reach out to me.

Prepared by: Rudy Hernandez____ Approved by: _____

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
X Info Item
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MENU

EMERGENCIES

Reorganization Information

Continuing to Serve You

On January 29, 2019, PG&E moved forward with its previously announced plan to file for Chapter 11.

We are continuing to provide safe and reliable electric and natural gas service. We are **not** "going out of business," and we expect that there will be no disruption to the services you expect from us as a result of the Chapter 11 process.

Our extensive restoration and rebuilding efforts to help communities recover from the devastating wildfires are continuing. We are committed to these efforts and safety remains our most important responsibility.

PG&E is also working very hard to address future wildfire risks and continuing to make critical investments in our systems and infrastructure to further improve safety. Our Community Wildfire Safety Program includes:

- Conducting detailed and enhanced safety inspections of more than 50,000 transmission poles and towers and 5,500 miles of transmission lines in the highest wildfire-threat areas;

- Aggressively removing vegetation in areas of high wildfire risk, including trees and branches near power lines and trees at risk of damaging our lines;
- Investing in more real-time monitoring and intelligence like 1,300 new weather stations and nearly 600 new, high definition cameras to enhance weather forecasting and modeling;
- Installing stronger and more resilient poles and covered power lines in the highest fire risk areas; and
- Replacing equipment to further reduce wildfire risks and tailoring upgrades based on terrain and weather conditions using more granular analysis of fire-prone regions.

This website is intended to provide information about the reorganization process. Additional information can be found in the tabs below.

CHOOSE VIEW

Customers

Serving our Customers Safely

We are continuing to provide safe and reliable electric and natural gas service to our customers as normal. That will not change as a result of this process.

You can find additional information about what this process means for customers in the open letter to customers from PG&E Corporation Interim

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Información de Reorganización

Estimados clientes:

Hoy avanzamos con el plan que anunciamos anteriormente de presentar peticiones bajo el Capítulo 11. Esta decisión no fue tomada a la ligera, pues sabemos que millones de clientes confían en nosotros y tendrán preguntas.

Queremos asegurarnos de que comprendan lo que significa esto para ustedes, qué pueden esperar en el futuro cercano, y qué estamos haciendo para seguir sirviéndoles de forma segura y satisfaciendo sus necesidades de energía.

A continuación detallamos los aspectos más importantes de este proceso que deben saber:

La seguridad debe y seguirá viniendo primero. A través del proceso, seguiremos dando prioridad a la seguridad, y tomaremos los pasos y las medidas que deban tomarse para que el sistema de energía del que dependen sea más seguro.

El gas y la electricidad continuarán: Seguiremos brindándole un servicio de gas y electricidad confiable, y esto no cambiará como resultado de este proceso. Entiéndase que **no** descontinuaremos nuestras operaciones y no habrá interrupciones a los servicios que esperan de nosotros.

Ayudando a las comunidades a recuperar y reconstruir: Seguiremos asistiendo a las comunidades afectadas por los devastadores incendios forestales en el Norte de California. Nuestros esfuerzos extensos de restauración y reconstrucción continuarán.

Trabajando juntos para encontrar soluciones: A medida que avancemos, esperamos trabajar de forma colaborativa y mantener un diálogo con nuestros clientes y nuestras comunidades, al igual que líderes comunitarios, reguladores, políticos y otras partes. Durante el proceso, seguiremos dando prioridad a las medidas y pasos necesarios para garantizar la seguridad y confiabilidad —como también aquellos que permitan un sistema de energía más seguro y confiable hoy y en el futuro.

En las próximas semanas y en los próximos meses, les seguiremos informando las novedades a medida que se avance en el proceso. Para obtener más información, también puede acceder a **pge.com/reorganizacion**

Por último, sabemos que tenemos mucho por hacer para recuperar su confianza. **Hemos escuchado reclamos para que cambiemos y estamos decididos a lograrlo.**

Quiero que entienda que nuestros 24,000 empleados están comprometidos a hacer todo lo posible para que nuestro sistema sea más seguro y confiable y para brindar a nuestros 16 millones de clientes el sistema de energía que esperan y merecen.

Muchas gracias por su apoyo constante. Atentamente,

Atentamente,

John R. Simon
CEO Interino, PG&E Corporation

Puede encontrar más información en las **preguntas frecuentes (PDF, 414 KB)** y **gráfica visual (PDF, 42 KB)**.

Acerca de PG&E

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Información de Reorganización

Talleras y Eventos

Sala de prensa de PG&E

Para Nuestros Socios Comerciales

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AYUDA

COMUNÍQUESE CON PG&E

CONÉCTESE CON PG&E

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Date:	**February 13, 2019**
To:	**Mayor and City Council**
From:	**Rudy Hernandez, Interim City Manager**
Subject:	**Approval of Agreement with EnerPower to Perform Analysis of City's P.G.& E. Meters (Electricity Billing Audits)**
Attachments:	**Letter of Intent/References**

BACKGROUND:

I was recently contacted by Stan Paulus of EnerPower offering their services to perform an analysis of the City's P.G.& E. meters (Electricity Billing Audits). EnerPower has been in the business for 18 years in the Central Valley and Northern California saving Cities, Schools, and Businesses over $50,000,000.

According to Mr.Paulus, they did work for the City of Orange Cove during the period of 2008 through 2012 saving the City several thousand dollars each month.

They are willing to do another analysis on each of the City's meters making sure that our pricing is correct for that meter. There is no cost, risk, no obligation to do the analysis. They will become an ongoing service to the city, making sure our electricity pricing is correct, so the City continues to save money every year.

FISCAL IMPACT:

No cost to the City. If EnerPower finds savings, the City will keep 65% and EnerPower 35% for sixty (60) months from the first implementation.

RECOMMENDATION:

Staff recommends that the City Council approve the attached agreement with EnerPower to perform an analysis of P.G. & E meters.

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Prepared by: Rudy Hernandez ____ Approved by: _____

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

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____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

EnerPower

LETTER OF INTENT

This Letter of Intent (hereinafter "LOI") is entered into on the date signed by client below (hereinafter "Effective Date") by and between **EnerPower** (hereinafter "Company") and _____ (hereinafter "Client")

Client, by this LOI, grants Company to perform an energy audit and analysis on all Client's electric and gas accounts to determine any energy solutions that will reduce the Client's energy expenditures. Past energy expenditures by Client will be audited to determine if any overcharges have been made.

1. With Client's permission, Company will obtain Client's billing history from the utility company. Client will complete any necessary form(s) and provide any necessary information that the utility company requires in order for Company to receive the energy data it needs to complete the audit and analysis. A signed Letter of Authorization and the phone number registered with the utility or last Four digits of Client's Tax ID# will be needed for Company to obtain data from utility company. Company's PG&E Registered phone number _____ or the last four digits of Federal ID# _____ (see attached)

2. Once the energy usage audit is completed, Company will provide Client a detailed analysis and recommendations. Client will execute all paperwork necessary to affect those ends, including appropriate authorizations with the supplying utility (ies).

3. If Client decides not to implement the recommendations of Company, Client agrees if at any time during the following thirty-six months Client should implement Company's recommendations, the savings generated will be due and owing Company 35% for sixty (60) months from first implementation.

4. Should Client elect not to go forward with Company recommendations, or should Company find neither overcharges on the part of the utility nor any significant savings, there will be no charge to Client for Company services.

5. The information to be shared between Company and Client shall be treated as the utmost confidential between the parties. Neither party will allow the information to be disclosed to any other person or entity at any time, even after expiration of this LOI. In addition, Client will not utilize the confidential information it receives from Company to implement recommended savings programs on its own or on behalf of its affiliates.

ENERPOWER
16531 Irwinton Circle
Lakeville, MN 55044

_____
John Ryan, President

Client _____

Address _____

_____

_____

_____
Client, Authorized Representative

Date signed_____

EnerPower

ENERGY SOLUTIONS

Central Valley Clients

City of Kingsburg	Robb Ross Foods
City of Dinuba	Lyons Magnus
City of Parlier	Cecelia packing
City of Orange Cove	New Leaf Cold Storage
Sierra School District	KY Cold Storage & Packing
Lemoore Union Elementary School	Bravo Farms
Fowler School District	Loan Star Dehydrator
Kingsburg High School	Valley Wide Beverage
Denny's Restaurant	Hillcrest Travel Plaza 76 Truck Stop
Best Western - Fresno	Johnny Quik Food Stores
Hendrick Chevrolet	Briscol Manufacturing
Michael's Automotive Center	Lehmans Manufacturing
Heald College	Weber BMW
St. Helen's Church	Madera Chevrolet/Olds
Fresno Fashion Furniture	Fresno Lexus
Fresno Inn at Parkway	Fresno Acura
Best Western - Los Banos	Three Way Chevrolet
Dynaco Food Concepts	Bill Wright Toyota
La Quinta Inn	BSK Associates
North State Rendering Co.	Clear Channel Radio Stations

EnerPower
California Utilities Authority
enerpowercalifornia.com

REFERENCES

Cecelia Packing
David Roth/Pres
Orange Cove, CA 559-626-5000 office

Robb Ross foods
Keith Siemens/Accounting Mgr
Fresno, CA 559-485-5353

Three Way Automotive Group
Ted Nicholas – General Mgr/Vice Pres Bakersfield
661-283-3300

Sunny Valley Meats, Inc.
Bill Andreetta, President/Owner
2475 West Yosemite Avenue
Manteca, CA 95337 209-825-0288

Life Chiropractic College
Ralph Rogers, Chief Engineer
25001 Industrial Blvd. Hayward, CA 94545
510-867-4145

Fashion Furniture
Rod Avedikian, Owner
255 West El Paso Fresno, CA 93711
559-440-9600

City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908
(559) 897-5821 Fax: (559) 897-5568

Michelle Roman
Mayor

Bruce Blayney
Mayor Pro Tem

COUNCIL MEMBERS
Staci Smith
Sherman Dix
Laura North

Alexander J. Henderson
City Manager

October 24, 2018

To Whom It May Concern:

As City Manager, it is my job to manage all the city's accounts including the utilities bills. With the high cost of energy today I was looking for ways to reduce our energy cost. EnerPower came to my office and explained how they could save us money on our city PG&E bills. With-in a couple weeks EnerPower came back with a full review of savings of $15,000. They showed me we were over paying and processed all the paper work with PG&E. The process was simple taking little time from our staff.

EnerPower is performing monthly audits and monitoring all of the facility's meters, including yearend audits for each meter location.

Each year they have found additional savings for the city. The first year they found a savings of $15,000, the third year over $60,000, this past year over $75,000, to date we have saved over $170,000 in the past four years.

Enerpower has done a great job for our city and would recommend their services without hesitation.

Respectfully,

Alexander J. Henderson, ICMA-CM
City Manager
City of Kingsburg
1401 Draper Street (P): 559-897-5821
Kingsburg, CA 93631 (F): 559-897-5568
ahenderson@cityofkingsburg-ca.gov
http://cityofkingsburg-ca.gov/

TOWN OF DISCOVERY BAY

1800 Willow Lake Road, Discovery Bay, CA 94514
Telephone: (925) 634-1131 Fax: (925) 513-2705

Board Members

President-Bob Doran	(925) 634-5137
V. President-David Piepho	(925) 516-2358
Treasurer-Ray Tetreault	(925) 516-2155
Director-Barry Hinds	(925) 516-5869
Director-Shannon Murphy-Teixeira	(925) 432-3511

To Whom It May Concern:

I am continually challenged to try to save money for the Town of Discovery Bay, Community Services District (CSD) any way I can, especially with the smaller budgets we receive each year. Of particular concern, is the cost of electricity, which continues to increase with no end in sight. I have had little success decreasing those costs until I met John Ryan from EnerPower.

John came to our office, did a yearly analysis of our PG&E bills, and then reported back to myself and the Town of Discovery Bay CSD Board of Directors to show us how we could save money by restructuring our electric rates. By agreeing to use his consulting services, we were able to save the Town of Discovery Bay CSD over $112,000.00 on electricity costs this past year. The process was so simple, taking minimal time and effort on our part, with no downside risk. No payment to EnerPower is required until savings are actually realized.

John Ryan and his team have done a great job for Discovery Bay, and I recommend their services without hesitation.

Sincerely,

Virgil Koehne, General Manager
Town of Discovery Bay CSD

VK/ca

CITY OF MILPITAS

PURCHASING DIVISION

455 East Calaveras Boulevard, Milpitas, California 95035-5411 www.ci.milpitas.ca.gov

To Whom It May Concern:

As Purchasing Agent for the City of Milpitas I am also responsible for reconciling and paying the City's 206 PG&E accounts. Trying to understand all of the fees, taxes, tariffs, time of use charges, etc. that goes into a particular PG&E rate is almost impossible unless you work for PG&E. When I called our PG&E representative for assistance with selecting the right rate for a new account, I was politely informed that it was PG&E's job to give our city a rate, but it was our job to determine if it was the best one for us; needless to say I was quite surprised!

Just by chance, it was shortly after that when John contacted me regarding the services of EnerPower. Once john analyzed our accounts and showed us what he could do for the city it was an easy decision to move forward. EnerPower saved us approximately $36,000 the first year. We have been using the service for a little over three years now, and this year EnerPower saved us $49,818. I am very satisfied.

Chris Schroeder

Chris Schroeder
Purchasing Agent
408-586-3161

Cecelia

PREMIUM CALIFORNIA CITRUS

To whom it may concern:

Cecelia has been a client of EnerPower for the last two years. In the intervening months we have realized significant savings on our electric bills at the packing house and our smaller meters in the field. This has been the result of electric rate analysis and rate restructuring implemented by EnerPower.

In the current economic climate we are always examining every aspect of our business looking for ways to reduce operating expenses without impacting the quality of our food products. EnerPower's service is making a valuable contribution to this effort.

I am pleased to recommend EnerPower to those considering doing business with them.

Sincerely,

David G. Roth
President

24780 E. SOUTH AVENUE • ORANGE COVE, CALIFORNIA 93646 • WWW.CECELIAPACK.COM
PHONE (559) 626-5000 • FAX (559) 626-7561

For the Meeting of February 13, 2019

CITY OF ORANGE COVE
REPORT TO THE CITY COUNCIL

To:	**Mayor and City Council**
From:	**Rudy Hernandez, Interim City Manager**
Subject:	**Renewal Blackboard Connect**
Attachments:	**Renewal Confirmation Notice**

BACKGROUND:

The City of Orange Cove has had a contract with Blackboard Connect since 2013. This mass notification system notifies our residents/businesses and other related individuals by phone within the jurisdiction of the City of Orange Cove pertaining to certain city events and used for emergency outreach.

The current license expires on March 18, 2019.

RECOMMENDATON:

Staff is recommending Council to consider renewing the contract between Blackboard Connect and the City of Orange Cove. The license period contract will be from March 19, 2019 to March 18, 2020 at a cost of $3,602.00

Prepared by: _____ Approved by: _____

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
____ Info Item
____ Action Item
____ Department Report
____ Redevelopment Agency

____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

Blackboard

Blackboard Inc.
3815 River Crossing Parkway, Suite 200
Indianapolis, IN 46240 USA
Phone: +1 202.463.4860
Fax: +1.312.236.7251
Email: operations@blackboard.com
Tax ID: 52-2081178

Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:
Orange Cove CA
Accounts Payable 633 Sixth Street
Orange Cove, CA 93646
USA

Date: 12/18/2018
Customer No: 513473
Document No: CSF000270423

Customer Primary Contact: Randy Uyeda

RENEWAL PRODUCTS AND SERVICES:

Qty	Product Code	Product Description	Start Date	End Date	Price (USD)
1	BC-CARE-GOV	Blackboard Connect for Government Care Annual Fee	03/20/2019	03/19/2020	500.00
2068	BC-STND-GOV	Blackboard Connect for Government Unlimited Emergency and Outreach Messaging Service per Recipient License Fee, 1 - 5000 Recipients	03/20/2019	03/19/2020	3,102.00

Renewal Amount (USD) 3,602.00

RENEWAL CONFIRMATION:

You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Renewal Amount and will be added, where applicable, when invoiced. If you exempt from paying sales tax, include your current state tax exemption certificate or forward to exemptcerts@blackboard.com.

Billing information is accurate: _____ *(please initial or note corrections)*

Purchase Order No. _____ - OR - My organization does not require a Purchase Order _____ *(please initial)*

Please send this complete renewal confirmation notice and the accompanying purchase order, unless a purchase order is indicated as not required above, via any one of the following methods by **12/27/2018:**

- Email: operations@blackboard.com
- Fax: +1.312.236.7251
- Mail: Blackboard Inc., 3815 River Crossing Parkway, Suite 200, Indianapolis, IN 46240, USA

Date:	**February 13, 2019**
To:	**Mayor and City Council**
From:	**Rudy Hernandez, Interim City Manager**
Subject:	**Review and Discussion of Community Center Repairs**
Attachments:	**Notes of Conference Call with Orange Cove and USDA**

BACKGROUND:

The City's Community Center was built in 1999 and is used for several events such as Hall Rentals, Youth Activities, Computer Lab, Community Services and soon to be Court Services. Do to the extensive usage of the Community Center over the last Twenty (20) plus years, the Community Center is now in need of Repairs which are:

1. Fix Air Conditioning Unit
2. Plumbing
3. Other Repairs

Our City Engineer Alfonso Manrique (AM Consulting Engineers) along with an Architect have been working hard in coming up with an Cost estimate for the Community Center Repairs. Staff estimates the cost to be around $500,000. Mr.Manrique will provide an update at the City Council meeting.

POTENTIAL FUNDING SOURCES:

1. **USDA** – On February 4, 2019, I had a meeting with the following Individuals:
    - Sally Tripp, USDA
    - Albert Peche, Bond Council
    - Albert Reyes, Financial Advisor
    - Joe Estrada, Interim Public Works Superintendent

Conclusion: We all agreed to wait until the cost estimate along with the Architect's report is completed then schedule our next meeting. In terms of financing, the group felt the best financing would be to get a $30,000 grant and $470,000 loan (See Attached Notes).

2. **California Consulting - Listed Below is Response from California Consultant (Ashley Ramsey).**

"If it is in conjunction with a larger park project in which the community center is located, then the repairs, which should probably be referred to as "upgrades" so long as they are not merely replacements but actually improvements to the system, may be allowable but we should probably check that out during some of the upcoming workshops for this grant that is due in August."

3. **Adams Ashby Group, Inc. – Listed Below is my Discussion with Paul Ashby Regarding Use of Community Development Block Grant for Community Center Repairs.**

Per my discussion with Mr.Paul Ashby regarding the above mentioned subject matter, the City is eligible to use Community Development Block Grant funds to pay for the Community Center Repairs. Per Mr.Ashby, here are the steps that we need to take:

Step No.1 – Move Forward with our Architectural work in developing the scope of services for the Community Center repairs.

Step No.2 – Put together the Community Development Block Grant Application (June/July 2019). Please note funding only takes place once a year.

Step No.3 - If all goes as planned, the City should receive the notification of award sometime in September 2019.

Step No.4 -Bidding should take place sometime in October 2019 – November 2019 with the Community Center repairs to take place sometime in December 2019 or early in 2020.

FISCAL IMPACT:

None.The estimated cost of $500,000 for Community Center Repairs will be paid 100% from the Community Development Block Grant. There is no matching requirement.

RECOMMENDATION:

That the City Council approve option No.1 which involves the use of Community Development Block Grant Funding and Option No.2 which is the use of a USDA $30,000 grant and $470,000 loan. Option No.2 is only a back-up plan.

Prepared by: Rudy Hernandez____ Approved by: _____

REVIEW: City Manager: ____ Finance: _____ City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

Monday, February 4, 2019 Conference call with Orange Cove and USDA

Participants: Rudy Hernandez, Joe Estrada, Sally Tripp, Albert Reyes (Host), Albert Peché

Issues surrounding the Community Center

Community Center has the following needs: Plumbing, HVAC Unit doesn't work (AC Swamp), painting, carpeting, ceiling tiles from water damage. Electrical work is good.

Alfonso Manrique is getting estimated costs. Initial estimate is for $500,000. Part of the USDA application is a Preliminary Architectural Report from an architect. Sally suggested getting an architect instead of engineer for since the USDA will require an architect for the Community Center Project.

Maximum grant is the lessor of $30,000 or 55% of costs for Community Center Project. It is best for the City to apply for a Direct Loan. If the project costs come in above amount of approved USDA Loan, the City can then apply for the grant for the additional costs, up to $30,000. City must have the ability to repay the Loan. Repayment is likely to come from the General Fund.

Current USDA loans are 4 ¼% percent for 40 years or useful life. Environmental Assessment Costs, Bond Counsel, Architect and other Costs of Issuance need to be added to loan. Since the remaining useful life of the Community Center is likely around 20 years, it might be difficult to finance it for 40 years. It is more likely to have a remaining useful life of 20 years and therefore the loan period would be 20 years.

California Consulting has worked Orange Cove for in grant funding. They should be asked to see if Orange Cove qualifies for any CDBG grants.

USDA will only consider reimbursement for those expenditures made after the USDA application has been sent in. These expenditures may or may not be approved. City should have Albert Reyes prepare a Reimbursement Resolution before upfront expenditures are made.

Orange Cove Compliance on USDA Loans

City must have a plan to be in compliance with all USDA water and wastewater bonds covenants before any further USDA Loans are approved. The City is out of compliance with the following:

- USDA Debt Service Reserves
- Compliance with the coverage ratio bond covenants

City is getting information to Tuckfield & Associates necessary to complete the Revenue Sufficiency Analysis for both water and wastewater enterprises. Once this is completed and presented to the Council, Rudy will recommend a Rate Study.

We will have another conference call once the City has estimated costs for the Community Center Project, which is estimated to take 30 days.