



## **AGENDA**

**Victor P. Lopez, Mayor**

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

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

**WEDNESDAY, APRIL 22, 2015 - 6:30 P.M.**

**Orange Cove Council Chambers**

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

**A. Call to Order/Welcome**

1. Roll Call
2. Invocation
3. Flag Salute

**B. Confirmation of Agenda**

**C. Presentation**

1. Presentation by Tom Greenwood, Fire Chief of the Orange Cove Fire Protection District - Activity Report
2. Presentation by David Lopez, Events Committee Update
3. Presentation by Oday Guerrero, EOC Immigration Liaison, regarding proposed Immigration Workshop

**D. 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.

**E. Consent Calendar**

1. Consideration of Resolution No. 2015-20 Approving the City's Warrants (036484-112329)
2. City Council Minutes, Meeting of March 11, 2015
3. Consideration of a Resolution Accepting Dedication of Right of Way at West Railroad Avenue and Anchor Avenue, from Booth Ranches, LLC
4. Consideration of a Resolution Accepting Dedication of Right of Way and an Easement for Trail Purposes from Abdon and Gloria Saldana and Mayra Saldana Botello

**F. Administration**

**City Engineer:**

1. **SUBJECT:** Consideration of a Resolution Temporarily Reducing All Development Impact Fees for Single Family Residential Development

**Recommendation:** Council to choose an option and adopt the attached Resolution approving the reduction of Development Impact Fees for Single Family Residential developments on existing lots of record for a designated period of time

**Finance Director:**

2. **SUBJECT: SUBJECT:** Presentation and discussion regarding the Monthly Financials for March 31, 2015

**Recommendation:** Informational item only

**City Manager:**

3. **SUBJECT:** First Amendment to the Agreements between the City of Orange Cove and Target Eight Advisory for Child Development Services under the California Department of Education California State Preschool Program, and Facilities and Maintenance

**Recommendation:** Council to approve the following:

- a) First Amendment to the Agreement for Child Development Services Under the California Department of Education California State Preschool Program between the City of Orange Cove and Target Eight Advisory Council for the period of July 1, 2015 to June 30, 2017; and

- b) First Amendment to the Facilities Use and Maintenance Agreement between City of Orange Cove and Target Eight Advisory Council for the period of July 1, 2015 to June 30, 2017

- 4. **SUBJECT:** Discussion and Direction Regarding the Proposed Carnival and Concert in the City of Orange Cove at the Gene Welch Field in June 2015

**Recommendation:** Council to give staff direction regarding the event, location and preparation of any and all contract(s) for the event.

**G. City Manager's Report**

**H. City Attorney's Report**

**I. City Council Communications**

**J. Closed Session:**

- 1. Conference with Legal Counsel pursuant to Government Code Section 54957(b)(1):

Public Employee Performance Evaluation  
Title: City Manager

- 2. Conference with real property negotiators  
Government Code Section 54956.8  
Property: Industrial Park Property corner of South and Center Street  
City Negotiators: Sam Escobar, City Manager and Bianca Sparks, City Attorney  
Negotiating Parties: 1) Alex Lopez (2 acres); 2) Matt Kuykendall (2 acres)  
Under Negotiation: Price and Terms of Payment
- 3. Conference with Real Property Negotiator  
Government Code Section 54956.8  
Property: APN: 005-060-030 (Avenue 448, between Roads 124 and 128, Tulare County, California)  
City Negotiator: City Manager, Sam Escobar and City Attorney, Bianca Sparks  
Negotiating Parties: Mario Villarreal  
Under Negotiation: Price and Terms of Payment

**K. Reconvene City Council Meeting:**

**L. Adjournment**

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

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

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

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

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

## **GENERAL RULES OF DECORUM**

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

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

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

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

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

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

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

# Orange Cove Fire Protection District

550 Center Street  
Orange Cove, CA 93646  
(559) 626-7758

## 2015 Chief's Report

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2015 YTD	2014
Structure Fire	3	3	3										9	27
Vehicle Fire	0	0	0										0	20
Vegetation Fire	2	0	2										4	47
Other	7	7	4										18	61
<b>Total Fires</b>	<b>12</b>	<b>10</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>155</b>
Emergency Medical Aids	55	53	44										152	579
Motor Vehicle Accidents	3	6	3										12	40
False Alarms	3	4	1										8	59
Public Assists	3	3	2										8	60
<b>Total</b>	<b>64</b>	<b>66</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>180</b>	<b>738</b>

	% Ttl Calls	
District Calls	7	12
City Calls	63	60
Mutual Aid	4	0
Auto Aid	2	4
Pre Incident Value	15,000	325,000
Property	0	0
Contents	0	0
Incident Loss	5,000	400
Property	0	0
Contents	0	0
Property Saved %	67%	100%
Contents Saved %	0%	0%

	% Ttl Calls	
District Calls	30	15%
City Calls	160	79%
Mutual Aid	5	2%
Auto Aid	7	3%
Pre Incident Value	TYD	
Property	0	417,500
Contents	0	0
Incident Loss	0	8,200
Property	0	0
Contents	0	0
Property Saved %	98%	Property Saved
Contents Saved %	0%	Contents Saved

Footnotes:

## Orange Cove Fire Protection D

Date Range: From 03/01/2015 to 03/31/2015

Box Code: All

Situation Found: All

Exclude Mutual Aids: No

Exclude Exposures: No

### Incident Loss Report

This report only includes incidents with values entered in the Loss and Pre-Incident Value

Incident#	Date	### Address	Occupant	Situation Found	Pre Incident Value		Incident Loss	
					Property	Contents	Property	Contents
003715-00	03/08/2015	9622 ANCHOR	Nartzen	Outside rubbish fire, other	2,500	0	2,500	0
005029-00	03/30/2015	670 3RD		Building fire	75,000	0	300	0
Totals:					77,500	0	2,800	0

Incident Count: 2

**Resolution No. 2015-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS (CITY WARRANTS)**

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

SECTION 1: That in accordance with Section 37202 of the Government Code, the Finance Director, or her designated representative, hereby certifies, and the City Manager hereby approves the accuracy of the following demands and to the availability of funds for payment thereof.

EXAMINED

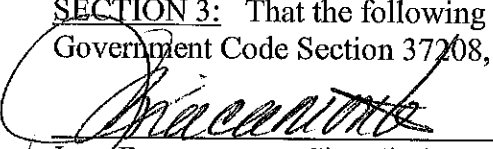
  
Lan Bui, Finance Director

APPROVED

  
Sam Escobar, City Manager

SECTION 2: That the following claims and demands (036484 - 112329) attached hereto and incorporated herein by reference, have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached.

SECTION 3: That the following claims and demands have been certified pursuant to Government Code Section 37208, and conforming to the City's adopted budget.

  
June Bracamontes, City Clerk

SECTION 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.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

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This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on April 22, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Victor P. Lopez, Mayor

**ATTEST:**

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June Bracamontes, City Clerk

**APPROVED AS TO FORM:**

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Bianca Sparks, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF FRESNO       ) ss.  
CITY OF ORANGE COVE    )

I, JUNE BRACAMONTES, hereby certify that I am the duly appointed City Clerk of the City of Orange Cove and that the foregoing resolution was duly adopted at a regular meeting of the City Council held on the 22nd day of April 2015.

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June Bracamontes  
City Clerk



## **MINUTES**

**Victor P. Lopez, Mayor**

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

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

**WEDNESDAY, MARCH 11, 2015 - 6:30 P.M.**  
**Orange Cove Council Chambers**  
**633 6<sup>th</sup> Street, Orange Cove, California 93646**

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

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

**COUNCIL ABSENT:** Councilman Josie Cervantes

**STAFF PRESENT:** City Manager Samuel A. Escobar  
City Clerk June V. Bracamontes  
Police Chief, Marty Rivera  
Attorney Bianca Sparks  
Finance Director, LAN Bui

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

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

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

Closed Session item moved to the next City Council Meeting.

### **C. Presentations**

1. Presentation by Joy Anda, Director of the Julia A. Lopez Center, report on the Child Care Services at the Julia A. Lopez Center

Joy Anda, Director of the Julia A. Lopez Center, presented to Council an update of the child care center. The following was presented:

1. 124 Children enrolled
2. Waiting List of 12 children (8 cannot start till July due to birthday cutoff Date
3. 5 classrooms; 3 classes with the older children who will be graduating
4. Using the Blueprints adopted by Kings Canyon Unified School District
5. Training for Early Writing; Reading Comprehension; California's Quality Continuum Framework; California Early Learning System Putting it All Together; Practicing Intervention Early for Childhood Educators
6. In the spring the program will be working on the Garden Grant Project received in the amount of \$1,000 to start.

### **D. Public Forum**

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

1. Bertha Del Bosque resident of Orange Cove presented to Council the policy at the Animal Shelter. Tried to contact the City Manager and no response. Worked at the Shelter for 2 years and never told Public Works what to do. Ms. Del Bosque showed a disabled little dog to Council. Requesting to give the Volunteers time to become a non-profit.
2. Lupe Silva from Orange Cove addressed the Spade and Neuter program at the Shelter. The Shelter was promised 2 grants and none of the grants were not given. Need to educate the people. Euthanizing means to kill.
3. Denise Salazar stated that the decision made tonight will not solve the problem at the Animal Shelter. Need to work together as a team. Complaints will remain the same.
4. Remi Anderson volunteer at the Animal Shelter stated she contacted the City Manager by mail and email and no response. Part of the Local Girl Scout Group. Need to set aside personal issues.

5. Carrie O'keefe of Orange Cove stated the animal society will look down to this city. This problem is getting worse and worse. Invited the Council to go to the Shelter and Volunteer. Need to educate yourselves.
6. Cliff Thornton stated that the Council needs to listen to the volunteers. Despise laceration
7. Tom Greenwood Fire Chief announced the Dinner Dance. Important to help raise funds for the volunteer association.
8. Cynthia volunteer at the Animal Shelter showed pictures of the dogs from the shelter. Asked Council not to take it out on the animals. Spade and Neutering and euthanize is not going to fix the issue. Need to partner together to come up with a solution.
9. Mr. Tom Mullholland thanked the public for all these issues presented this evening and being responsible. Requested to Council too table this issue and look into the regulations first. The City is in charge. You can change the rules but you can't take control of it.
10. Loren Booth owner of Booth Ranches stated that a 501©3 takes time then donations will come through.

#### **E. Consent Calendar:**

1. City Council Minutes of January 28, 2015
2. City Council and Successor Agency Minutes of February 11, 2015
3. Second reading of Ordinance No. 370 Repealing Chapters 6.04 and 6.08 of Title 6 of the Orange Cove Municipal Code Relating to Animals and Adding New Title and Chapters 6.04 to 6.32 relating to Animal Regulations

City Clerk, June V. Bracamontes, requested to make a change to the motion of the January 28, 2015 minutes item F5 to read that the Yes votes were made by Garcia, Pineda, Cervantes and Lopez and Silva recused themselves and stepped out of the Council Chambers.

City Attorney requested to make a change to the motion of the February 11, 2015 minutes Item F2 regarding the Animal Ordinance was removed from the Agenda and not tabled.

**Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilwoman Minerva Pineda, Council approved the Consent Calendar with the changes to the minutes of January 28 and February 11, 2015 as presented. (Yes Vote: Lopez, Silva, Garcia and Pineda) (Absent Cervantes)**

## **F. Administration**

### **Finance Director:**

1. **SUBJECT:** Presentation and discussion regarding the Monthly Financials for November 30, 2014, December 31, 2014 and January 31, 2015

**Recommendation:** Informational item only

Informational Item Only, Finance Director, Lan Bui, presented the Monthly Financials for the months of November 2014, December 2014 and January 31, 2015.

### **Police Department:**

2. **SUBJECT:** Presentation and discussion regarding monthly statistical report

**Recommendation:** Informational item only

Chief of Police Marty Rivera presented the Staff Levels at the Police Department; the Explorer Program; BSCC Grant; Homeland Security Grant; the 2 SUVs on order; Server Recommendation; Cameras; K9 and upcoming Events and presented the monthly Statistical report for the month of February 2015.

## **G. City Attorney's Report**

No report.

## **H. City Manager's Report**

City Manager reported on the following items:

1. March 6, 2015: Main Line water leak incident on South Avenue. Thanked the Public Works Dept., Tom Greenwood and Mario Villarreal.
2. Today had another water leak repair on 2<sup>nd</sup> Street and Park Blvd.

## **I. City Council Communications**

### **Councilman Gilbert Garcia:**

Attended the WELLS Conference and Salt & Sea Tour learned a lot about Water Allocation.

### **Councilwoman Minerva Pineda:**

Attended the WELLS Conference and learned what different cities deal with the water situation.

**Mayor Pro Tem Diana Guerra Silva:**

Attended the WELLS Conference and noticed that the smaller cities were not addressed. 76% of the Delta Water is going back into the ocean.

**Mayor Victor P. Lopez:**

Attended the WELLS Conference lots of money costing to reuse water. Lack of storage. Need to team up together.

Farmworkers Appreciation on March 27<sup>th</sup> Regional Event.

**J. Closed Session**

Closed Session pursuant to Government Code Section 54957(b) (1):  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

Item moved to next Council Meeting of March 25, 2015

**K. Adjournment**

Mayor Lopez adjourned the City Council Meeting at 7:50 p.m.

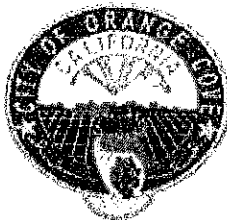
RESPECTFULLY SUBMITTED:

\_\_\_\_\_  
June V. Bracamontes, City Clerk

PRESENTED TO COUNCIL:

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

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



For the Meeting of: April 22, 2015

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Resolution Accepting Dedication of Right of Way from Booth Ranches for West Railroad Avenue at Anchor Avenue  
**Attachments:** Resolution

### **RECOMMENDATION:**

We recommend that the Council adopt the attached resolution accepting the dedication of rights of way for public street and utility purposes from Booth Ranches, LLC.

### **EXECUTIVE SUMMARY:**

As part of the reconstruction of Anchor Avenue from Park Boulevard to Adams Avenue the intersection with West Railroad Avenue will be realigned to provide a safer intersection. This will require additional right of way from Booth Ranches. They have signed the deed and now the City Council must accept the rights of way on behalf of the public in order for the deed to be recorded.

### **BACKGROUND:**

New pavement and sidewalks will be installed as part of the reconstruction of Anchor Avenue from Park Boulevard to Adams Avenue. West Railroad Avenue will be re-aligned to provide a perpendicular intersection with Anchor Avenue. This requires 1,288 square feet of additional street right of way and Booth Ranches has agreed to donate the land to the City. They have signed the Deed of Easement.

### **REASON FOR RECOMMENDATION:**

The City Council must accept the rights of way in order for the deed to be recorded.

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

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

REVIEW: City Manager: SC

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

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

### **TYPE OF ITEM:**

### **COUNCIL ACTION: APPROVED DENIED NO ACTION**

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

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

**FISCAL IMPACT:**

None.

**ALTERNATIVES:**

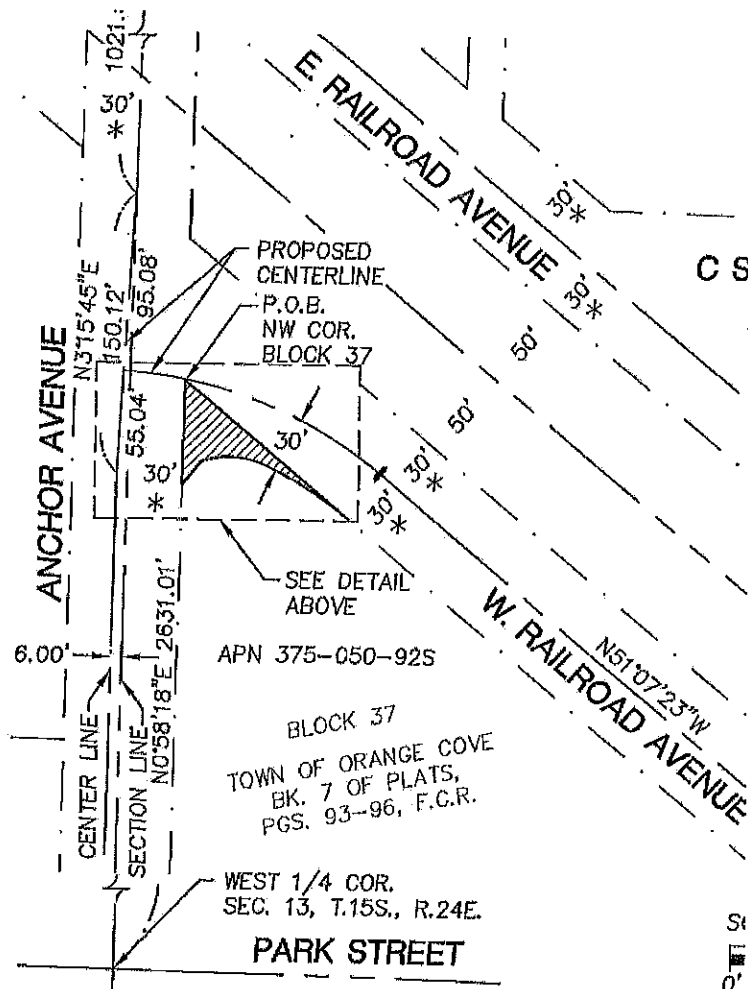
None.

**ACTIONS FOLLOWING APPROVAL:**

The City Clerk will affix a certificate to the deed indicating the Council's acceptance of the right of way on behalf of the public and the deed will be recorded with the County Recorder.

**CONFLICT OF INTEREST:**

None.



## **RESOLUTION NO. 2015-21**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE ACCEPTING DEDICATION OF RIGHTS OF WAY AT WEST RAILROAD AVENUE AND ANCHOR AVENUE FROM BOOTH RANCHES, LLC**

WHEREAS, Booth Ranches, LLC has made an irrevocable offer of dedication for public street purposes real property lying in Block 37 in the Town (now City) of Orange Cove according to the map thereof recorded in volume 7 of Plats at Pages 93 through 96, Fresno County Records, also lying in the northwest quarter of Section 13, Township 15 South, Range 24 East, Mount Diablo Base and Meridian as shown in attached Exhibit "A"; and

WHEREAS, the public necessity requires the dedication of public street right of way for West Railroad Avenue at Anchor Avenue to provide for construction of a public street; and

WHEREAS, pursuant to Government Code Section 7050, the City Council may accept the irrevocable offer of dedication of real property for a public purpose.

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 hereby accepts on behalf of the public for public street and utility purposes the parcel offered for dedication by Booth Ranches, LLC as described in Exhibit "A" attached hereto, and incorporated herein by reference.
3. The City Clerk is directed to affix a certificate to the Deed of Easement attesting to the adoption of this resolution and record the deed with the Fresno County Recorder.
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 April 22, 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM

---

June Bracamontes, City Clerk

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Bianca Sparks, City Attorney

EXHIBIT "A"

APN 375-050-92S (PORTION)  
PUBLIC STREET EASEMENT

All that portion of Block 37 of the map of Town of Orange Cove according to the map thereof recorded in Book 7 of Plats at Pages 93 through 96, Fresno County Records, situated in the Northwest quarter of Section 13, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Orange Cove, County of Fresno, State of California, described as follows:

**BEGINNING** at the Northwest corner of said Block 37; thence South  $0^{\circ}59'18''$  West, 55.89 feet along the West line of said Block 37; thence North  $38^{\circ}48'13''$  East, 16.87 feet to the beginning of a non-tangent curve, concave to the South having a radius of 50.00 feet and to which beginning a radial line bears North  $17^{\circ}19'34''$  West; thence Easterly, 36.84 feet along said curve through a central angle of  $42^{\circ}12'58''$  to the beginning of a compound curve, concave to the Southwest having a radius of 220.00 feet; thence Southeasterly, 53.71 feet along said curve through a central angle of  $13^{\circ}59'12''$  to a point of tangency with the Northeasterly line of said Block 37; thence North  $51^{\circ}07'23''$  West, 116.96 feet along said Northeasterly line to the **POINT OF BEGINNING**.

Containing an area of 1,287.5 square feet, more or less.



For the Meeting of: April 22, 2015

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Resolution Accepting Dedication of Right of Way and Easement from the Saldana family for Center Street and Trail Easements  
**Attachments:** Resolution

### **RECOMMENDATION:**

We recommend that the Council adopt the attached resolution accepting the dedication of rights of way for public street, utility purposes, pedestrian and landscaping easements from Abdon and Gloria Saldana and Mayra Saldana Botello.

### **EXECUTIVE SUMMARY:**

The Saldana family are the owners of property that lies north of the trail and south of the West Railroad Avenue alignment. They have agreed to deed to the city the portion of Center Street that lies on their property and an easement for a new section of trail from the new Center Street crosswalk to the trail. They have signed the deed and now the City Council must accept the rights of way on behalf of the public in order for the deeds to be recorded.

### **BACKGROUND:**

The City has received federal funding to construct an extension of the trail from the new crosswalk at Center Street to connect directly with the trail. We have negotiated with the Saldana family, the new owners of the property, to dedicate an easement for the trail in exchange for their half of the abandoned street right of way from West Railroad Avenue. Their land was formerly owned by the railroad company and was not part of the original city plats, hence the right of way for Center Street was never dedicated. The City Council approved the abandonment of West Railroad Avenue and the Saldana family have dedicated the easements. The trail construction is scheduled for next year.

Prepared by: GH

Approved by: [Signature]

REVIEW: City Manager: SE

Finance:           

City Attorney:           

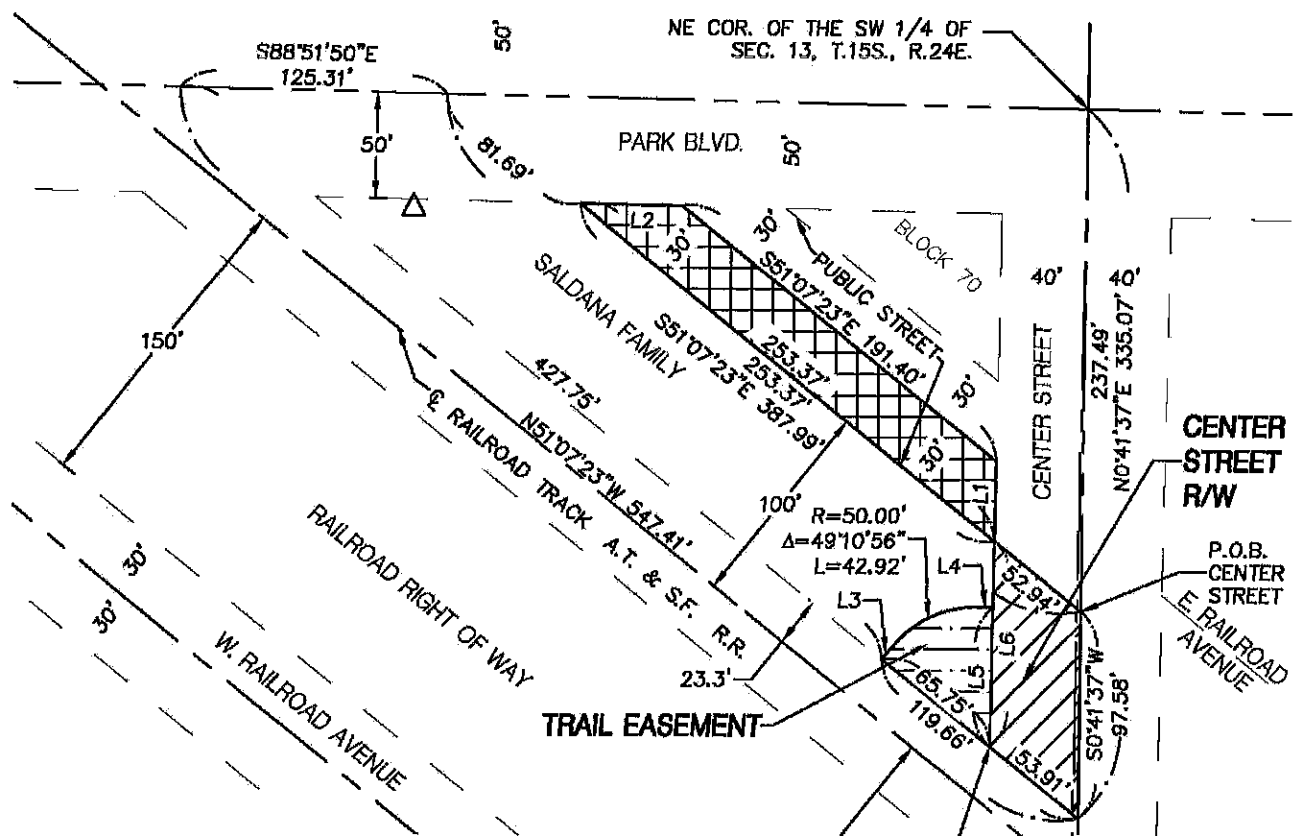
### **TYPE OF ITEM:**

### **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:

None.



## **RESOLUTION NO. 2015-22**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE ACCEPTING DEDICATION OF RIGHT OF WAY FOR CENTER STREET SOUTH OF PARK BOULEVARD AND AN EASEMENT FOR TRAIL PURPOSES FROM ABDON AND GLORIA SALDANA AND MAYRA SALDANA BOTELLO**

WHEREAS, Abdon and Gloria Saldana and Mayra Saldana Botello have made an irrevocable offer of dedication of an easement and right of way for public street purposes and an easement for pedestrian and landscaping purposes the real properties lying in the southwest quarter of Section 13, Township 15 South, Range 24 East, Mount Diablo Base and Meridian as shown in attached Exhibit "A"; and

WHEREAS, the public necessity requires the dedication of public street right of way for Center Street for a public street and an easement to provide for construction of a public pedestrian trail.

WHEREAS, pursuant to Government Code Section 7050, the City Council may accept the irrevocable offer of dedication of real property for a public purpose.

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 hereby accepts on behalf of the public for public street and utility purposes for Center Street the parcel offered for dedication by Abdon and Gloria Saldana and Mayra Saldana Botello as described in Exhibit "A" attached hereto and incorporated herein by reference.
3. The City Council hereby accepts on behalf of the public for pedestrian and landscaping purposes the parcel offered for dedication by Abdon and Gloria Saldana and Mayra Saldana Botello as described in Exhibit "A" attached hereto, and incorporated herein by reference.
4. The City Clerk is directed to affix a certificate to the Deeds of Easement attesting to the adoption of this resolution and record the deeds with the Fresno County Recorder.
5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on April 22, 2015, by the following vote:

AYES:

NOES:

ABSENT:  
ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM

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June Bracamontes, City Clerk

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Bianca Sparks, City Attorney

## EXHIBIT "A"

### CENTER STREET RIGHT OF WAY

A parcel of land situated in the southwest quarter of Section 13, Township 15 South, Range 24 East, Mount Diablo Base and Meridian in the City of Orange Cove, County of Fresno, State of California being a portion of that certain 250 foot wide strip of land described as being "in Section 13" in Deed dated September 8, 1914 to the Minkler Brothers Railway Company (predecessor in interest to the Atchison, Topeka and Santa Fe Railway Company), recorded September 14, 1914 in Volume 566 of Deeds, Page 109, Records of Fresno County described as follows:

Commencing at the northeast corner of said southwest quarter; thence South 0°41'37" West, along the east line of said southwest quarter, a distance of 237.49 feet, more or less, to a point on the northeasterly boundary of said 250 foot wide strip, also being a point on the southeasterly extension of the southwesterly right of way line for East Railroad Avenue as shown on the Map of the Town (now City) of Orange Cove recorded in Book 7 of Plats at Pages 93 through 96, Fresno County Records, also being the True Point of Beginning; thence continuing South 0°41'37" West, along said east line, a distance of 97.58 feet, to a point on a line parallel with and distant 23.3 feet measured at right angles from the centerline of that certain track designated in the records of said Atchison, Topeka and Santa Fe Railway Company as the Porterville Subdivision Main Track at Orange Cove; thence North 51° 07'23" West, along last said parallel line, a distance of 53.91 feet, to a point on the southerly extension of the west right of way line for Center Street, 80 feet wide, as shown on said Map of Town (now City) of Orange Cove; thence North 1°08'38" East, along said southerly extension of said right of way line, a distance of 96.98 feet, to a point on the northeasterly boundary of said 250 foot wide strip; thence South 51° 07'23" East, along said 250 foot wide strip, a distance of 52.94 feet, to the True Point of Beginning.

Containing an area of 4,097 square feet, more or less.

### EASEMENT FOR PEDESTRIAN TRAIL

A parcel of land situated in the southwest quarter of Section 13, Township 15 South, Range 24 East, Mount Diablo Base and Meridian in the City of Orange Cove, County of Fresno, State of California being a portion of that certain 250 foot wide strip of land described as being "in Section 13" in Deed dated September 8, 1914 to the Minkler Brothers Railway Company (predecessor in interest to the Atchison, Topeka and Santa Fe Railway Company), recorded September 14, 1914 in Volume 566 of Deeds, Page 109, Records of Fresno County described as follows:

Commencing at the northeast corner of said southwest quarter; thence South 0°41'37" West, along the east line of said southwest quarter, a distance of 335.07 feet, more or less, to a point on a line parallel with and distant 23.3 feet measured at right angles from the centerline of that certain track designated in the records of said Atchison, Topeka and Santa Fe Railway Company as the Porterville Subdivision Main Track at Orange Cove; thence North 51° 07'23" West, along

said parallel line, a distance of 53.91 feet, to a point on the southerly extension of the west right of way line for Center Street, 80 feet wide, as shown on said Map of Town (now City) of Orange Cove recorded in Book 7 of Plats at Pages 93 through 96, Fresno County Records, also being the True Point of Beginning; thence North  $51^{\circ} 07' 23''$  West, along said parallel line, a distance of 65.75 feet; thence North 10.63 feet; thence northeasterly along the arc of a curve concave southeasterly with center point bearing South  $48^{\circ} 02' 04''$  East, a radius of 50.00 feet, through a central angle of  $49^{\circ} 10' 56''$  an arc length of 42.92 feet; thence South  $88^{\circ} 51' 08''$  East a distance of 7.21 feet, to a point on said southerly extension of said Center Street right of way line; thence South  $1^{\circ} 08' 38''$  West, along said southerly extension of said Center Street right of way line, a distance of 65.60 feet, to the True Point of Beginning.

Containing an area of 2,016 square feet, more or less.

# Memo

**To:** June Bracamontes, City Clerk; Clara Camarena, Deputy City Clerk

**From:** Lan Bui, Finance Director

**cc:** Sam Escobar, City Manager; Phyllis Mendez, Senior Accountant

**Date:** April 15, 2015

**Re:** Monthly Financials for March 31, 2015

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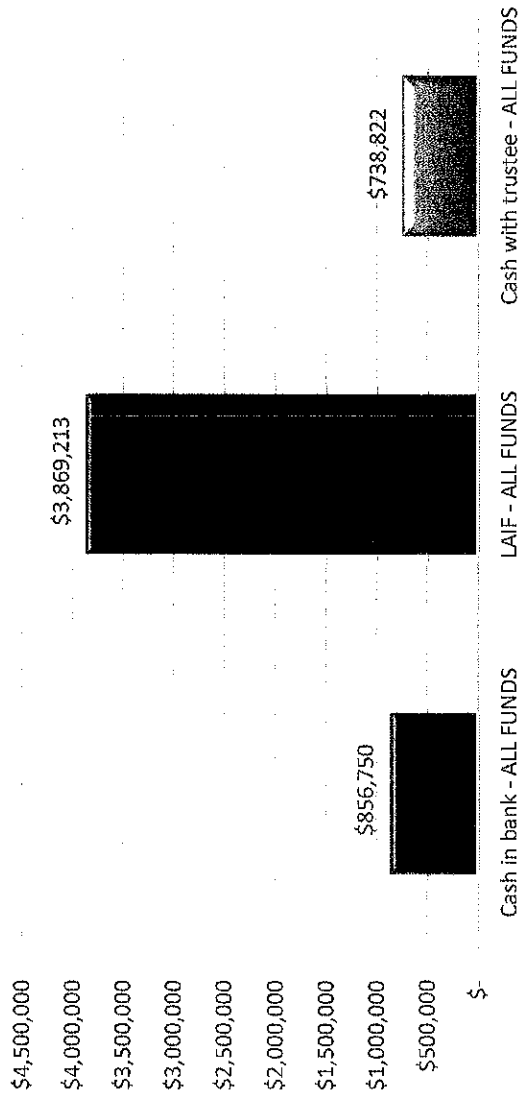
Please put the following items on the agenda for the upcoming Wednesday night Council Meeting on April 22, 2015 as information item only:

**Presentation of the City's monthly cash and investments summary and fund financials for the month ended March 31, 2015**

**CITY OF ORANGE COVE  
CASH SUMMARY  
(UNAUDITED)  
March 31, 2015**

Cash in bank - ALL FUNDS	\$ 856,750	16% Cash account used for our day-to-day operations
LAIF - ALL FUNDS	\$ 3,869,213	71% City's only investment account
Cash with trustee - ALL FUNDS	\$ 738,822	14% Cash with fiscal agent used for restricted purposes
	<u>\$ 5,464,784</u>	100%
Restricted	\$ 3,004,058	55%
Unrestricted	\$ 2,460,726	45%
	<u>\$ 5,464,784</u>	100%

**Summary of Cash & Investments**



**CITY OF ORANGE COVE**  
**SUMMARY OF CASH AND INVESTMENTS**  
**(UNAUDITED)**  
**March 31, 2015**

	Per GL		Per Bank	(Short)/Over
	Restricted	Unrestricted		
<b>Accounts:</b>				
Operating Cash Account (Pooled)	\$ 890,067	\$ (120,754)	\$ 731,541	\$ (120,754)
Investment Account -LAIF (Pooled)	1,322,782	2,546,431	3,869,238	\$ -
USDA	52,387	-	52,387	\$ -
Money Market Account (General Fund)	-	35,050	35,050	\$ -
<b>Total Cash and Investments</b>	<b>2,265,236</b>	<b>2,460,726</b>	<b>4,688,216</b>	
<b>Accounts held with trustee:</b>				
1995 Water Bonds (Water Fund)	16,415	-	16,415	\$ -
2004 Tax Allocation Bond (Successor Agency)	722,407	-	722,404	\$ -
<b>Total cash with fiscal agent</b>	<b>738,822</b>	<b>-</b>	<b>738,819</b>	
<b>GRAND TOTAL</b>	<b>\$ 3,004,058</b>	<b>\$ 2,460,726</b>	<b>\$ 5,464,784</b>	<b>\$ 5,427,035</b>

<sup>1</sup> See page 3 for breakdown of cash by major funds

<sup>2</sup> See page 4 for the breakdown of pooled investments by major fund

<sup>3</sup> Unspent bond proceeds

<sup>4</sup> Restricted for debt service payments on 1995 Bonds

**CITY OF ORANGE COVE**  
**BREAKDOWN OF OPERATING ACCOUNT**  
**(UNAUDITED)**  
**March 31, 2015**

Operating Cash Account (Pooled):

General	\$ (120,754)
Local Transportation	448,390
Low Mod	66,244
Housing	7,235
Daycare	47,189
Water	(713,396)
Sewer	735,915
Disposal	57,520
Other governmental funds	<u>240,970</u>

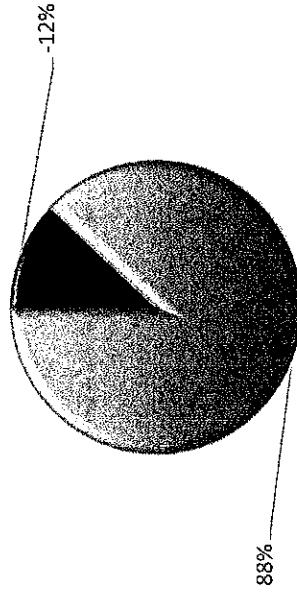
Total

\$ 769,313

Unrestricted  
Restricted

\$ (120,754)
<u>890,067</u>
<u>\$ <u>769,313</u></u>

**Operating Cash**  
**Restricted vs. Unrestricted**

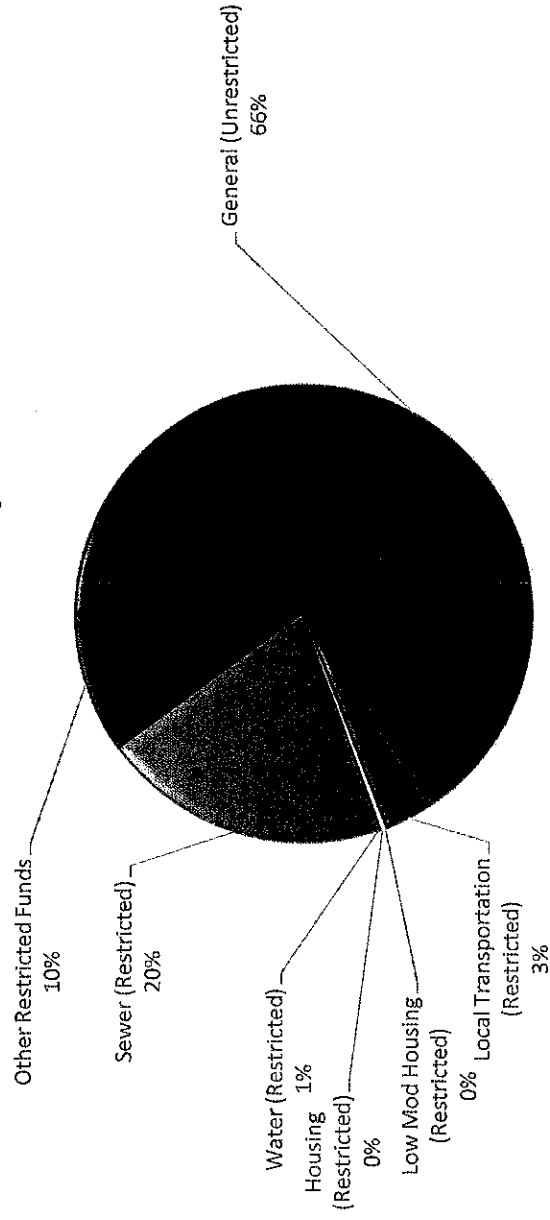


■ Unrestricted ■ Restricted

**CITY OF ORANGE COVE  
BREAKDOWN OF LAIF ACCOUNT  
(UNAUDITED)  
March 31, 2015**

General (Unrestricted)	\$ 2,546,431	66%
Local Transportation (Restricted)	127,206	3%
Low Mod Housing (Restricted)	4,692	0%
Housing (Restricted)	8,713	0%
Water (Restricted)	16,400	0%
Sewer (Restricted)	778,021	20%
Other Restricted Funds	<u>387,750</u>	10%
	<u>\$ 3,869,213</u>	100%

**LAIF Breakdown by Fund**



**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**MARCH 31, 2015**

	General	Local Transportation	Low-Moderate Housing Asset	Housing Grant	Day Care	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>							
Cash and investments	\$ 2,462,197	\$ 575,596	\$ 70,936	\$ (37,773)	\$ 47,219	\$ 579,372	\$ 3,697,547
Accounts receivable	(33)	-	-	-	-	-	(33)
Interest receivable	-	-	136,487	39,600	-	-	176,087
Due from other governments	-	309,565	-	-	-	324,741	634,306
Due from other funds	-	-	-	-	-	-	-
Notes receivable	-	-	293,504	1,580,666	-	27,593	1,901,763
Land held for resale	-	-	-	-	-	599,986	975,986
Total assets	<u>\$ 2,838,164</u>	<u>\$ 885,161</u>	<u>\$ 500,927</u>	<u>\$ 1,582,494</u>	<u>\$ 47,219</u>	<u>\$ 1,531,691</u>	<u>\$ 7,385,656</u>
<b>LIABILITIES</b>							
Accounts payable and accrued expenses	\$ 2,260	\$ 463	\$ -	\$ -	\$ -	\$ 5,358	\$ 8,081
Due to other funds	-	-	-	-	-	-	-
Unearned revenues	-	-	-	-	47,189	-	47,189
Total liabilities	<u>2,260</u>	<u>463</u>	<u>-</u>	<u>-</u>	<u>47,189</u>	<u>5,358</u>	<u>55,269</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Unavailable revenues	-	-	411,487	1,620,266	-	-	2,031,753
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>411,487</u>	<u>1,620,266</u>	<u>-</u>	<u>-</u>	<u>2,031,753</u>
<b>FUND BALANCE</b>							
Nonspendable:							
Notes receivables	-	-	-	-	-	27,593	27,593
Land held for resale	376,000	-	-	-	-	599,986	975,986
Restricted:							
Low-income housing activities	-	-	89,440	(37,773)	-	-	51,667
Circulation improvements	-	884,698	-	-	-	449,399	1,334,097
Capital improvement projects	-	-	-	-	-	433,188	433,188
Debt service	-	-	-	-	-	287,423	287,423
Unassigned	2,459,904	-	-	-	30	(271,256)	2,188,678
Total fund balance	<u>2,835,904</u>	<u>884,698</u>	<u>89,440</u>	<u>(37,773)</u>	<u>30</u>	<u>1,526,332</u>	<u>5,298,632</u>
Total liabilities, deferred inflows of resources, and fund balance	<u>\$ 2,838,164</u>	<u>\$ 885,161</u>	<u>\$ 500,927</u>	<u>\$ 1,582,494</u>	<u>\$ 47,218</u>	<u>\$ 1,531,690</u>	<u>\$ 7,385,655</u>

CITY OF ORANGE COVE  
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE- GOVERNMENTAL FUNDS  
FOR THE MONTH ENDED FEBRUARY 28, 2015

	General	Local		Low-Moderate		Housing Grant	Daycare	Other		Total
		Transportation	Asset	Housing	Grant			Governmental Funds	Governmental Funds	
<b>Revenues</b>										
Taxes	\$ 791,014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,063	\$ -	\$ 862,077
Intergovernmental	210,235	272,236	-	-	45,932	801,384	-	818,406	-	2,148,193
Charges for service	72,754	-	-	-	-	-	-	-	-	72,754
Licenses, permits and impact fees	116,979	-	-	-	-	-	-	6,508	-	123,487
Interest and rent	44,743	166	6	3,111	-	30	-	2,130	-	50,186
Other	127,512	-	-	-	-	-	-	-	-	127,512
Total revenues	1,363,237	272,402	6	49,043	801,414	-	-	898,107	-	3,384,209
<b>Expenditures</b>										
Current:										
General government	277,255	-	-	-	-	-	-	-	-	277,255
Public safety	1,282,605	-	-	-	-	-	-	-	-	1,282,605
Public works	104,965	-	-	-	-	-	-	-	-	104,965
Streets	-	44,047	-	-	-	-	-	971,618	-	1,015,665
Planning and development	66,261	-	-	-	93,130	-	-	-	-	159,391
Parks and recreation	178,722	-	-	-	-	-	-	-	-	178,722
Day care	-	-	-	-	-	801,384	-	-	-	801,384
Capital outlay	12,750	-	-	-	-	-	-	-	-	12,750
Debt service:										
Principal	-	-	-	-	-	-	-	58,182	-	58,182
Interest and other charges	-	-	-	-	-	-	-	72,008	-	72,008
Total expenditures	1,922,557	44,047	-	93,130	801,384	-	-	1,101,807	-	3,962,925
Revenue over/(under) expenditures	(559,320)	228,354	6	(44,087)	30	(203,700)	-	(578,717)	-	(578,717)
<b>Other Financing Sources/(Uses)</b>										
Transfers in/(out) - net	74,468	-	-	-	-	-	-	-	-	74,468
Total other financing sources/(uses)	74,468	-	-	-	-	-	-	-	-	74,468
<b>Change in Fund Balance</b>	(484,853)	228,354	6	(44,087)	30	(203,700)	-	(504,249)	-	(504,249)
<b>Fund Balance</b>										
Beginning of year	3,320,757	656,344	89,433	6,314	-	-	-	1,708,794	-	5,781,643
End of year	\$ 2,835,904	\$ 884,698	\$ 89,440	\$ (37,773)	\$ 30	\$ 1,505,094	\$ -	\$ 5,277,394	\$ -	\$ 5,277,394

CITY OF ORANGE COVE  
STATEMENT OF NET POSITION- PROPRIETARY FUNDS  
MARCH 31, 2015

	Business-Type Activities - Enterprise Funds			Total Business-Type Funds
	Water	Sewer	Disposal	
<b>ASSETS</b>				
<b>Current assets</b>				
Cash and Investments	\$ (628,193)	\$ 1,513,936	\$ 57,520	\$ 943,263
Accounts receivable	124,824	526,411	59,001	710,237
Interest receivable	-	-	-	-
Total current assets	(503,369)	2,040,347	116,521	1,653,499
<b>Non-current assets</b>				
Property, plant and equipment (net of allowances for depreciation)	6,000,141	10,705,760	-	16,705,901
Total noncurrent assets	6,000,141	10,705,760	-	16,705,901
Total assets	5,496,772	12,746,107	116,521	18,359,400
<b>LIABILITIES</b>				
<b>Current liabilities</b>				
Accounts payable and accrued expenses	2,007	111	-	2,118
Accrued interest	15,326	-	-	15,326
Deposits	35,423	-	-	35,423
Compensated absences	38,392	34,026	-	72,417
Due to other funds	-	-	-	-
Current portion of long-term debt	-	-	-	-
Total current liabilities	91,148	34,136	-	125,284
<b>Non-current liabilities</b>				
Long-term debt	1,465,253	135,135	-	1,600,388
Total liabilities	1,556,401	169,271	-	1,725,672
<b>NET POSITION</b>				
Net investment in capital assets	4,534,888	10,570,625	-	15,105,513
Restricted for debt services	16,415	-	-	16,415
Unrestricted	(610,932)	2,006,210	116,522	1,511,800
Total net position	\$ 3,940,371	\$ 12,576,835	\$ 116,522	\$ 16,633,728

**CITY OF ORANGE COVE**  
**STATEMENT OF REVENUE, EXPENSE, AND CHANGES IN FUND NET POSITION**  
**PROPRIETY FUNDS**  
**FOR THE MONTH ENDED FEBRUARY 28, 2015**

	<b>Business-Type Activities - Enterprise Funds</b>			<b>Total Business-Type Funds</b>
	<b>Water</b>	<b>Sewer</b>	<b>Disposal</b>	
<b>Operating Revenue</b>				
Charges for service	\$ 885,108	\$ 526,411	\$ 427,198	\$ 1,838,717
Connection fees	1,210	-	-	1,210
Total operating revenue	<u>886,318</u>	<u>526,411</u>	<u>427,198</u>	<u>1,839,927</u>
<b>Operating Expense</b>				
Contractual service and utilities	409,568	272,843	327,095	1,009,506
Personnel	342,407	305,327	1,747	649,482
Supplies and materials	139,090	29,287	178	168,555
Depreciation expense	-	-	-	-
Total operating expense	<u>891,066</u>	<u>607,456</u>	<u>329,021</u>	<u>1,827,543</u>
Operating income/(loss)	<u>(4,748)</u>	<u>(81,045)</u>	<u>98,177</u>	<u>12,384</u>
<b>Nonoperating Revenue/(Expense)</b>				
Intergovernmental	252,387	-	5,000	257,387
Development impact fees	3,988	(10,656)	-	(6,668)
Interest income	635	1,016	-	1,651
Interest expense	(49,976)	-	-	(49,976)
Total nonoperating revenue/(expense)	<u>207,034</u>	<u>(9,640)</u>	<u>5,000</u>	<u>202,394</u>
Net income/(loss) before transfers	202,287	(90,685)	103,177	214,778
<b>Operating Transfers In/(Out)</b>	<u>-</u>	<u>-</u>	<u>(40,468)</u>	<u>(40,468)</u>
<b>Changes in Net Position</b>	202,287	(90,685)	62,709	174,310
<b>Net Position</b>				
Beginning of year	3,738,085	12,667,520	53,813	16,459,418
End of the year	<u>\$ 3,940,371</u>	<u>\$ 12,576,835</u>	<u>\$ 116,522</u>	<u>\$ 16,633,728</u>

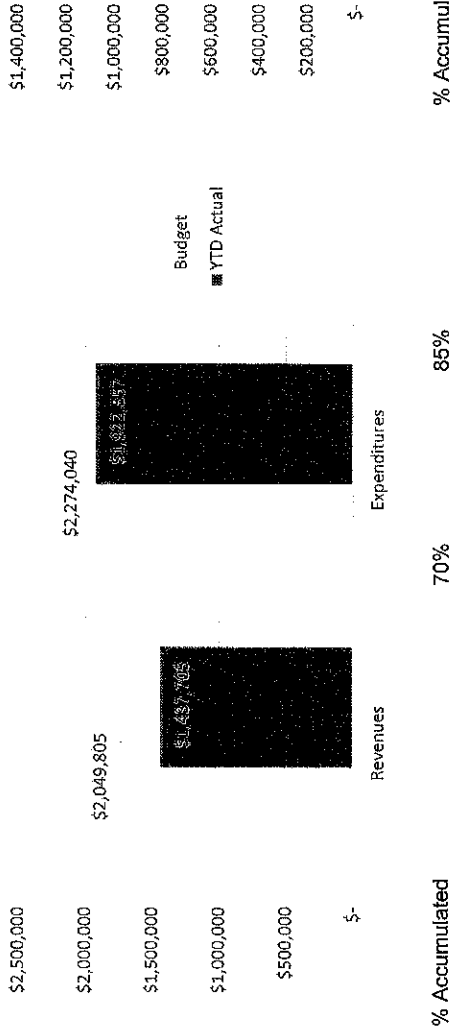
CITY OF ORANGE COVE  
COMBINING BALANCE SHEET  
NON-MAJOR GOVERNMENTAL FUNDS  
MARCH 31, 2015

	General Debt Service	Gas Tax	Streets Project	Community Development	Development Impact Fees	Measure C	Total Non-major Governmental Funds
<b>ASSETS</b>							
Cash and investments	\$ 287,423	\$ 272,296	\$ (271,256)	\$ (84,929)	\$ 193,376	\$ 182,462	\$ 579,372
Interest receivable	-	-	-	-	-	-	-
Due from other governments	-	-	-	324,741	-	-	324,741
Notes receivable	-	-	-	27,593	-	-	27,593
Land held for resale	-	-	-	599,986	-	-	599,986
Total assets	<u>\$ 287,423</u>	<u>\$ 272,296</u>	<u>\$ (271,256)</u>	<u>\$ 867,391</u>	<u>\$ 193,376</u>	<u>\$ 182,462</u>	<u>\$ 1,531,691</u>
<b>LIABILITIES AND FUND BALANCE</b>							
Liabilities:							
Accounts payable and accrued expenses	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ 5,358	\$ 5,358
Due to other funds	-	-	-	-	-	-	-
Total liabilities	<u>-</u>	<u>0</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,358</u>	<u>5,358</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Unavailable revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Balance</b>							
Nonspendable:							
Notes receivable	-	-	-	27,593	-	-	27,593
Land held for resale	-	-	-	599,986	-	-	599,986
Restricted:							
Circulation improvements	-	272,295	-	-	-	177,104	449,399
Capital improvement projects	-	-	-	239,812	193,376	-	433,188
Debt service	287,423	-	-	-	-	-	287,423
Unassigned	-	-	(271,256)	-	-	-	(271,256)
Total fund balance	<u>287,423</u>	<u>272,295</u>	<u>(271,256)</u>	<u>867,391</u>	<u>193,376</u>	<u>177,104</u>	<u>1,526,332</u>
Total liabilities, deferred inflows of resources, and fund balance	<u>\$ 287,423</u>	<u>\$ 272,295</u>	<u>\$ (271,256)</u>	<u>\$ 867,391</u>	<u>\$ 193,376</u>	<u>\$ 182,462</u>	<u>\$ 1,531,690</u>

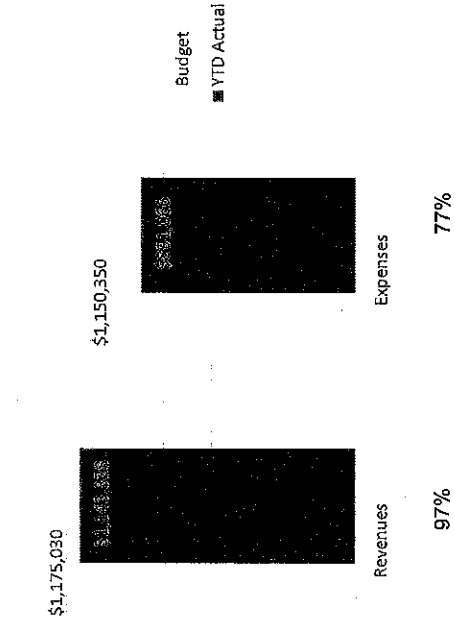
**CITY OF ORANGE COVE  
COMBINING STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE  
NON-MAJOR GOVERNMENT FUNDS  
FOR THE MONTH ENDED FEBRUARY 28, 2015**

	General Debt Service	Gas Tax	Streets Project	Community Development	Development Impact Fees	Measure C	Total Non-major Governmental Funds
<b>Revenues</b>							
Taxes	\$ 71,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,063
Intergovernmental	-	178,945	425,045	-	-	214,417	818,406
Licenses, permits and impact fees	-	-	-	-	6,508	-	6,508
Interest and rent	202	11	-	1,795	7	114	2,130
Total revenues	71,266	178,956	425,045	1,795	6,515	214,531	898,107
<b>Expenditures</b>							
Current:							
Streets	-	230,791	678,565	-	-	62,262	971,618
Planning and development	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Debt service:							
Principal	58,000	182	-	-	-	-	58,182
Interest and other charges	72,008	-	-	-	-	-	72,008
Total expenditures	130,008	230,973	678,565	-	-	62,262	1,101,807
<b>Revenue over/(under) expenditures</b>	(58,742)	(52,016)	(253,520)	1,795	6,515	152,269	(203,700)
<b>Other financing sources/(uses)</b>							
Loan proceeds	-	21,238	-	-	-	-	21,238
Operating transfers in/(out) - net	-	-	-	-	-	-	-
Total other financing sources/(uses)	-	21,238	-	-	-	-	21,238
<b>Change in Fund Balance</b>	(58,742)	(30,778)	(253,520)	1,795	6,515	152,269	(182,462)
<b>Fund Balance</b>							
Beginning of year	346,165	303,073	(17,736)	865,595	186,861	24,835	1,708,794
End of year	\$ 287,423	\$ 272,295	\$ (271,256)	\$ 867,391	\$ 193,376	\$ 177,104	\$ 1,526,332

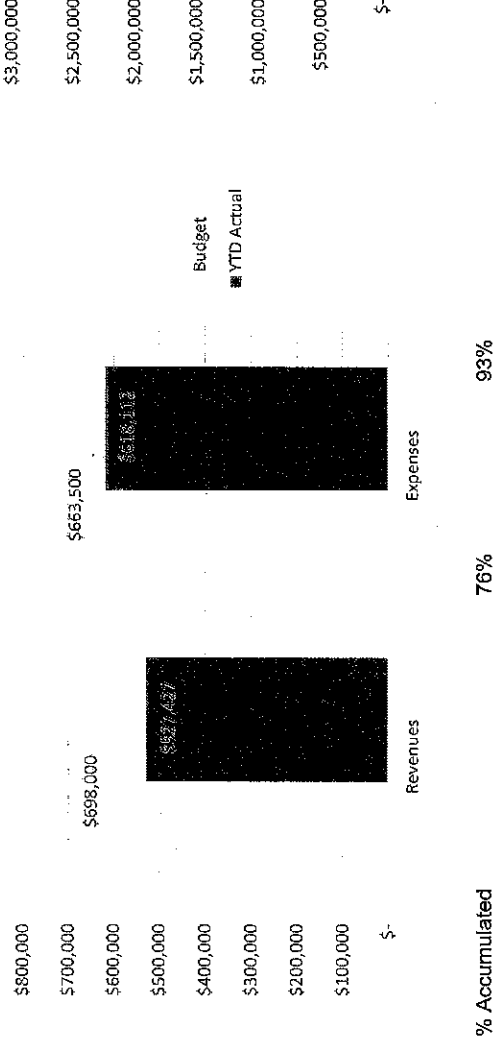
## General Fund Analysis



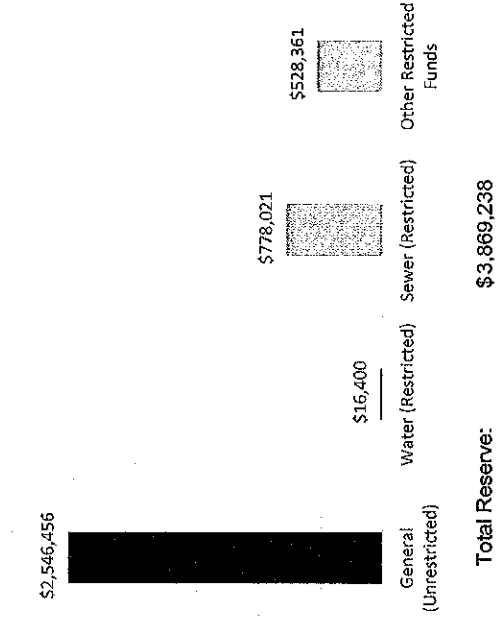
## Water Fund Analysis



## Sewer Fund Analysis



## Reserve Breakdown





For the Meeting of: April 22, 2015

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Temporary Reduction of Development Impact Fees for Single Family Residential Development on Existing Lots of Record  
**Attachments:** Resolution

### RECOMMENDATION:

Council choose an option and adopt the attached Resolution approving the reduction of Development Impact Fees for Single Family Residential developments on existing lots of record for a designated period of time.

### EXECUTIVE SUMMARY:

Development Impact Fees were reviewed and increased by the City Council in 2008 from \$5,326 per lot to \$13,097 per lot for single family residential units. In 2014 the Council reduced the fees to the 2008 amount until December 31, 2014. Highlands Diversified is requesting that the City reduce the development impact fees for single family residential lots to \$5,326 per lot for 12 months.

### BACKGROUND:

On February 26, 2014 the Council approved a resolution that reduced the fees on single family residential units for lots of record from \$13,097 per lot to the previous amount of \$5,326 until December 31, 2014.

Highlands Diversified, has requested that the City allow the impact fees charged for the previous permits issued for this tract remain at the rate of \$5,326 per lot for any new permits for 12 months. Highlands Diversified purchased the 77 vacant lots from Hye Development in 2010. They have constructed 32 homes, sold 3 lots to Habitat for Humanity and have 42 vacant lots, and have submitted plans for 6 new homes. The downturn in the economy hampered their sales, but they are hopeful that more people will begin purchasing homes as the economy continues to improve.

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

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

REVIEW: City Manager: SE

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: \_\_\_\_\_

The final map for Joe Serna Estates was recorded July 24, 2007 and was subject to the same impact fees as Summit Ranch. There are four lots left in this subdivision to be constructed.

The proposed fee reduction will also apply to any other existing lot of record in the City of Orange Cove. An "existing lot of record" is defined in the attached resolution as:

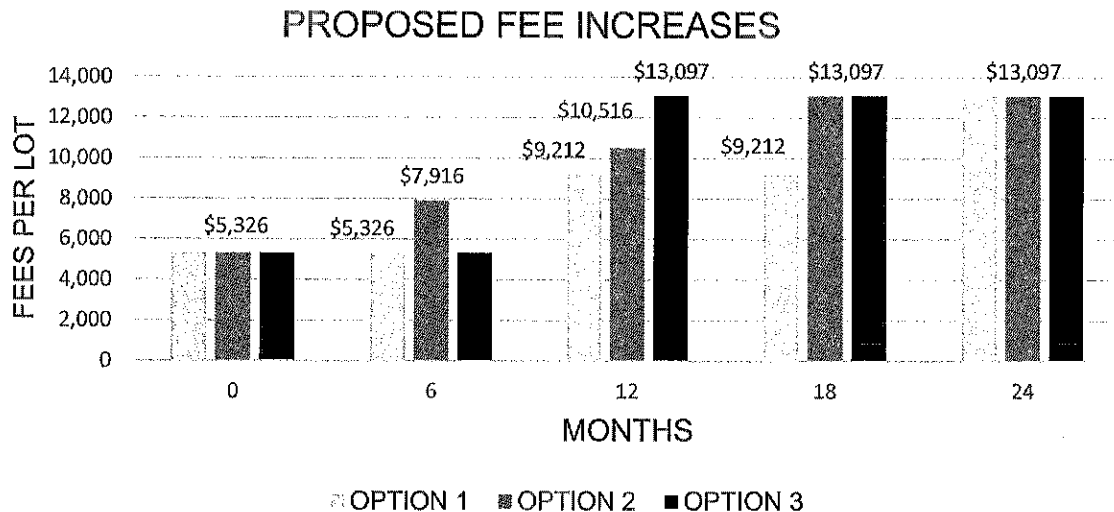
"legally created lots zoned for single family residential uses which are developed to the extent that all off-site public infrastructure, such as sewer, water and street improvements along the frontage of the lot have been constructed and no additional land use entitlements are required prior to issuance of a building permit."

The comparison of the summary of the previous and new development impact fees is as follows:

<u>Category</u>	<u>2006 Fees</u>	<u>Current Fees</u>
Sewer	\$2,176	\$3,601
Water	1,440	3,228
Storm Drain	635	1,444
Streets	372	1,021
Parks	620	3,023
Public Safety	83	780
Total	\$5,326 per lot	\$13,097 per lot

Highlands Diversified has requested that the fee reduction be extended for 12 months. Staff recommends that the Council consider a schedule to increase the fees to the current higher level over a period of time to allow developers time to adjust their pricing.

- Option 1 – Two Steps in 24 months
- Option 2 – Three Steps in 18 months
- Option 3 – One Step in 12 months



#### **REASON FOR RECOMMENDATION:**

The current economic conditions have made it very difficult to qualify buyers for new homes. Highlands Diversified is the only active builder in Orange Cove at the present time. An extension for the next 12, 18 or 24 months should be adequate time for the developer to adjust his pricing.

**FISCAL IMPACT:**

Approval of the request will decrease revenue to the Development Impact Fee accounts for the remainder of the selected period.

**ALTERNATIVES:**

Council may deny the request from Highlands Diversified which would mean that the current Development Impact Fees of \$13,097 per lot will be charged for the remaining un-constructed lots.

**ACTIONS FOLLOWING APPROVAL:**

The Development Impact Fees that were charged for previously issued permits for this tract will continue to be charged for new permits until the specified time.

**CONFLICT OF INTEREST:**

None.

**Resolution No. 2015- 23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF ORANGE COVE TEMPORARILY REDUCING ALL  
DEVELOPMENT IMPACT FEES FOR NEW SINGLE  
FAMILY RESIDENTIAL DEVELOPMENT**

**WHEREAS**, pursuant to the laws of the State of California and Chapters 3.30 and 16.32 of the Orange Cove Municipal Code, the City of Orange Cove ("City") is permitted to establish and revise fees for the construction and financing of public facilities necessitated by new development projects; and

**WHEREAS**, the City adopted Resolution 86-5, Resolution 91-07, Resolution 08-02, Resolution 08-03 and Resolution 08-70 establishing the purpose and amount each fee; and

**WHEREAS**, each of the resolutions adopting the fees and revising the fees were supported with staff reports, fee studies and other documentation, in compliance with the Mitigation Fee Act (Government Code, section 66000 *et. seq.*) that identified the purpose of the fees and the public facilities to be financed; established a reasonable relationship between the use of the fees and the type of development projects, and the need for the facilities and the type of projects; and established a reasonable relationship between the amount of the fees and the cost of the public facilities, or the portion of the facilities attributable to the development projects; and

**WHEREAS**, in 2008, the City adopted the current impact fees for new, single family residential development; the schedule setting forth the current development impact fees for Single-Family, development is attached hereto as Exhibit "A", and is incorporated herein by reference; and

**WHEREAS**, the City Engineer has recently reviewed the fee study and other documentation supporting the adoption of the fees in 2008 and has confirmed that the fees still represent an accurate estimate of the costs associated with constructing the applicable infrastructure, represent a reasonable relationship between the use of the fee and they type of development project, and the need for the facilities and the type of project, and represent a reasonable relationship between the amount of the fee and the cost of the public facilities or the portion of the facilities attributable to all type of development; and

**WHEREAS**, in 2014, in an effort to encourage the development of single family homes in the City, and to encourage homeownership, the City reduced the impact fees for single family homes, to the pre-2008 levels, and said reduction was effective through December 2014; and

**WHEREAS**, the City desires to increase the availability of single family housing in the City, encourage homeownership and provide employment opportunities in the City; and

**WHEREAS**, after conducting careful research and investigation as to ways to promote single family residential development on existing lots of record within the City, and to increase employment opportunities in the City, City Staff has determined that temporarily reducing all

development impact fees for new single family residential development on existing lots of record to the fee in effect as of November 8, 2006 will help to encourage this type of development within the City and that the negative economic and fiscal effect of reducing development impact fees for new single family residential development would be offset by increased property tax revenue to the City's General Fund and the increase in housing development will accelerate the collection of impact fees, even at a reduced rate, to be utilized for public infrastructure; and

**WHEREAS**, for the purposes of this resolution "existing lots of record" is defined as legally created lots zoned for single family residential uses which are developed to the extent that all off-site public infrastructure, such as sewer, water and street improvements along the frontage of the lot have been constructed and no additional land use entitlements are required prior to issuance of a building permit; and

**WHEREAS**, after research and investigation, City staff has concluded that providing a similar reduction in impact fees for new multi-family residential, commercial and industrial development projects would not lead to the increase in revenue or job creation; and

**WHEREAS**, City Staff proposes to reduce the development impact fees for new single family residential development to the level in effect as of November 8, 2006, through December 31, 2015. Upon expiration of the fee reduction, City Staff recommends that the single family residential impact fees be increased incrementally to the 2008 levels.

**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 incorporated as findings of the City Council.
2. The City Council finds that the development impact fees set forth in Exhibit "A" (the 2008 development impact fees) continue to represent an accurate estimate of the costs associated with constructing the applicable infrastructure, represent a reasonable relationship between the use of the fee and they type of development project, and the need for the facilities and the type of project, and represent a reasonable relationship between the amount of the fee and the cost of the public facilities or the portion of the facilities attributable to all type of development.
3. The City Council finds that adopting a temporary reduction in development impact fees, through December 31, 2015, for new single family residential upon existing lots of record, to the fee in effect as of November 8, 2006, as set forth in Exhibit "B," will help to encourage this type of development within the City and that the negative economic and fiscal effect of reducing development impact fees for new development would be offset by property tax revenue to the City's General Fund and the increase in housing development will accelerate the collection of impact fees, even at a reduced rate, to be utilized for public infrastructure;
4. The City Council finds that the temporary reduction of impact fees for new single family development upon existing lots of record will likely result in a failure to

construct all of the necessary public infrastructure identified in the fee study supporting the adoption of the impact fees in 2008, unless the City is able to fill the gap created by the reduced impact fees for new single family residential development upon existing lots of record from other revenues, including the General Fund or other qualified grant funds.

5. Establishment of Temporary Fee Reduction: In consideration of the foregoing findings and determinations, the City Council finds it necessary to reduce the development impact fees for new single family development on existing lots of record, to the levels set forth in Exhibit "B" attached hereto and incorporated herein by reference, through December 31, 2015. In all other respects, during the period of this temporary impact fee reduction the implementation of the City's impact fee program shall be as set forth in Resolution 08-70.
6. Beginning January 1, 2016, the impact fees for new single family development on existing lots of record shall incrementally increase to the levels set forth in Exhibit A, pursuant to the schedule set forth in Exhibit C, attached hereto and incorporated herein by reference, without any further action of the City Council.
7. The City Council directs City staff to monitor the collection of impact fees collected from commercial and industrial development project during the period of this temporary fee reduction to determine the gap between what was actually collected and what would have been collected had the fees set forth in Exhibit "A" been in effect and return to the City Council in 12 to 18 months with recommendations for addressing this funding gap.
8. 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.
9. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)**

This Resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on April 22, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Victor P. Lopez, Mayor

**ATTEST:**

---

June Bracamontes, City Clerk

**APPROVED AS TO FORM:**

---

Bianca Sparks, City Attorney

EXHIBIT "A"  
**CITY OF ORANGE COVE**  
 CURRENT DEVELOPMENT FEES (ADOPTED IN  
 2008)

FEE	SINGLE- FAMILY
Major Street	\$778 /UN
Traffic Control	243 /UN
Water Acquisition	314 /UN
Water Treatment	2,726 /UN
Water Distribution System	188 /UN
Sewer Treatment Facilities	3,513 /UN
Sewer Collection System	88 /UN
Storm Drainage Facilities	1,444 /UN
Parks and Recreation	3,023 /UN
Law Enforcement	390 /UN
Fire Protection	390 /UN
Total	\$13,097 /UN

EXHIBIT "B"

SINGLE FAMILY RESIDENTIAL FEES  
FOR EXISTING LOTS OF RECORD

Fees are per Residential Unit  
2006 Levels

FEE

Water Connection Fee	\$800
Water Service Improvement Fee	\$640
Sewer Connection Fee	\$500
Wastewater Treatment Plant Fee	\$1,360
Sewer Service Improvement Fee	\$316
Storm Drain Fee	\$635
Traffic Safety Fee	\$372
Public Safety Fee	\$83
Parks & Recreation Fee	\$620
Total	\$5,326

EXHIBIT "C"  
Option 1

SINGLE FAMILY RESIDENTIAL FEES  
FOR EXISTING LOTS OF RECORD  
Fees are per Residential Unit

<u>FEE</u>	July 1, 2016	July 1, 2017
Major Street	\$547	\$778
Traffic Control	170	243
Water Acquisition	220	314
Water Treatment	1,917	2,726
Water Distribution System	132	188
Sewer Treatment Facilities	2,470	3,513
Sewer Collection System	61	88
Storm Drainage Facilities	1,015	1,444
Parks and Recreation	2,126	3,023
Law Enforcement	277	390
Fire Protection	277	390
Total	\$9,212	\$13,097

EXHIBIT "C"  
Option 2

SINGLE FAMILY RESIDENTIAL FEES  
FOR EXISTING LOTS OF RECORD  
Fees are per Residential Unit

<u>FEE</u>	Jan. 1, 2016	July 1, 2016	Jan 1, 2017
Major Street	\$470	\$624	\$778
Traffic Control	146	195	243
Water Acquisition	189	252	314
Water Treatment	1,647	2,188	2,726
Water Distribution System	113	150	188
Sewer Treatment Facilities	2,123	2,820	3,513
Sewer Collection System	53	70	88
Storm Drainage Facilities	872	1,159	1,444
Parks and Recreation	1,827	2,428	3,023
Law Enforcement	238	315	390
Fire Protection	238	315	390
Total	\$7,916	\$10,516	\$13,097

EXHIBIT "C"

Option 3

SINGLE FAMILY RESIDENTIAL FEES  
FOR EXISTING LOTS OF RECORD

Fees are per Residential Unit

FEE

July 1, 2016

Major Street	\$778
Traffic Control	243
Water Acquisition	314
Water Treatment	2,726
Water Distribution System	188
Sewer Treatment Facilities	3,513
Sewer Collection System	88
Storm Drainage Facilities	1,444
Parks and Recreation	3,023
Law Enforcement	390
Fire Protection	390
Total	\$13,097



For the Meeting of April 22, 2015

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Mayor and City Council  
**From:** Samuel A. Escobar, City Manager  
**Subject:** Contracts between the City of Orange Cove and Target Eight Advisory Council  
**Attachments:** First Amendment for Child Development Services Under the California Department of Education California State Preschool Program; and First Amendment for Facilities and Maintenance Agreement

### **BACKGROUND:**

The City of Orange Cove currently has a contract with Target Eight Advisory Council for relating to Child Development Services under the California Department of Education California State Preschool Program and a Facilities Use and Maintenance Agreement.

### **RECOMMENDATION:**

Council to consider approving the First Amendment to the Child Development Services under the California Department of Education California State Preschool Program and the First Amendment to Facilities Use and Maintenance Agreement between the City of Orange Cove and Target Eight Advisory Council. The term of these agreements shall be from July 1, 2015 to June 30, 2017

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: \_\_\_\_\_

**FIRST AMENDMENT  
AGREEMENT FOR CHILD DEVELOPMENT SERVICES UNDER THE CALIFORNIA  
DEPARTMENT OF EDUCATION CALIFORNIA STATE PRESCHOOL PROGRAM**

This First Amendment to the Agreement for Child Development Services under the California Department of Education California State Preschool Program ("Agreement"), is made and entered into this \_\_\_\_ day of April, 2015 ("Effective Date") by and between the City of Orange Cove, a municipal corporation, ("CONTRACTOR") and Target Eight Advisory Council, a California corporation ("SUBCONTRACTOR").

**I. RECITALS**

**WHEREAS**, on July 1, 2014, CONTRACTOR and SUBCONTRACTOR entered into the Agreement to delegate operating responsibility from CONTRACTOR to SUBCONTRACTOR for child care services authorized by the CONTRACTOR'S contract from the California Department of Education; and

**WHEREAS**, the CONTRACTOR desires to amend the Agreement to modify Section 2 (Term), to allow SUBCONTRACTOR to continue providing said child care services; and

**WHEREAS**, the CONTRACTOR and SUBCONTRACTOR desire to enter into this First Amendment to the Agreement and have agreed to amend the following: Section 2 (Term), as set forth below.

**II. AMENDMENT**

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

**Section 2. TERM**

The term of this Agreement shall be from July 1, 2015 to June 30, 2017. The time for performance under this Agreement shall not begin prior to nor shall the time extend beyond the time period of the PRIME CONTRACT.

**(SIGNATURES ON FOLLOWING PAGE)**

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

**"CITY"**  
**City of Orange Cove**

**"TEAC"**  
**Target Eight Advisory Council**

By: \_\_\_\_\_  
Samuel Escobar, City Manager

By: \_\_\_\_\_  
Mario Villarreal, Member

**Attest:**

By: \_\_\_\_\_  
June Bracamontes, City Clerk

**Approved as to form:**

By \_\_\_\_\_  
Bianca Sparks, City Attorney

**AGREEMENT BETWEEN THE CITY OF ORANGE COVE AND  
TARGET EIGHT ADVISORY COUNCIL INC. RELATING TO  
CHILD DEVELOPMENT SERVICES UNDER THE CALIFORNIA  
DEPARTMENT OF EDUCATION CALIFORNIA STATE  
PRESCHOOL PROGRAM**

**JULY 1, 2014 TO JUNE 30, 2015**

This Agreement is entered by and between the City of Orange Cove, herein referred to as "CONTRACTOR" and the Target Eight Advisory Council, Inc. herein referred to as the "SUBCONTRACTOR".

1. PURPOSE

The purpose of this Agreement is to delegate operating responsibility from CONTRACTOR to SUBCONTRACTOR for child care services authorized by the CONTRACTOR'S contract from the California Department of Education, which is attached and incorporated herein by reference as Exhibit A and which is referred to herein as the "PRIME CONTRACT."

2. TERM

The term of this Agreement shall be from **July 1, 2014 to June 30, 2015**. The time for performance under this Agreement shall not begin prior to nor shall the time extend beyond the time period of the PRIME CONTRACT.

3. PERFORMANCE IN ACCORDANCE WITH PRIME CONTRACT

All activities authorized by this Agreement will be performed within the approved program policies, the approved budget, the contract funding terms and conditions, and appropriate Child Development Division, California Department of Education directives, in accordance with the application and PRIME CONTRACT between the CONTRACTOR and the California Department of Education. The consideration paid to the SUBCONTRACTOR by CONTRACTOR as provided in this Agreement shall be the full compensation paid to SUBCONTRACTOR for all of the SUBCONTRACTOR'S expenses incurred in the performance of its obligations under the terms of this Agreement.

4. CONSIDERATION

Funding of this Agreement is subject to the appropriation and availability of funds from the state. Consideration under this Agreement paid to SUBCONTRACTOR shall not exceed ninety six point five percent (96.5%) of the approved funding, received by the CONTRACTOR from the California Department of Education for this purpose. The City shall retain the remainder as administrative fees.

In the event that CONTRACTOR receives notification from the California Department of Education of an amendment to the PRIME CONTRACT which modifies the reimbursement rate or the funding terms and conditions, either party may initiate renegotiation of the consideration that SUBCONTRACTOR is entitled to receive under the provisions of this Agreement.

5. REIMBURSEMENT AND RECORDS

Subject to receipt of funds from the State of California, pursuant to the PRIME CONTRACT, the CONTRACTOR agrees to reimburse the SUBCONTRACTOR for authorized expenditures. The SUBCONTRACTOR shall maintain such records and accounts including property, personnel, and eligibility records, as are deemed necessary by CONTRACTOR and the Child Development Division, and such records will be retained for five (5) years after expiration of this contract unless permission to destroy them is granted by both the CONTRACTOR and the Child Development Division. CONTRACTOR shall retain all financial records. An inventory of equipment purchased by contract funds will be kept by the SUBCONTRACTOR and CONTRACTOR.

6. TERMINATION

The CONTRACTOR or SUBCONTRACTOR may, by giving thirty (30) days written notice specifying the effective date, terminate this contract in whole or in part with or without cause. Reasons for termination may include, but shall not be limited to: (a) failure, for any reason of the SUBCONTRACTOR to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and Child Development Division directives as may become generally applicable at any time, including but not limited to, any licensing requirements; (b) submission by the SUBCONTRACTOR to the CONTRACTOR of reports that are incorrect or incomplete in any material respect; (c) ineffective or improper use of funds provided under this contract; (d) suspension or termination by the Child Development Division of funding to the CONTRACTOR under the PRIME CONTRACT and/or specifically under this Agreement; or (e) termination for convenience by either the CONTRACTOR or SUBCONTRACTOR.

In the event of any termination, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the SUBCONTRACTOR under this contract shall be disposed of according to CONTRACTOR and Child Development Division directives, and the SUBCONTRACTOR shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the SUBCONTRACTOR shall not be relieved of liability to the CONTRACTOR for damages sustained by the CONTRACTOR by virtue of any breach of the contract by the SUBCONTRACTOR.

7. INDEPENDENT CONTRACTOR

The status of the SUBCONTRACTOR under this Agreement shall be that of an independent contractor and at no time shall SUBCONTRACTOR (or agents or employees of SUBCONTRACTOR) be, or represent itself to be, officers, employees, or agents of the CONTRACTOR or the State of California.

8. COMPLIANCE WITH CITY AND STATE OF CALIFORNIA REQUIREMENTS

The SUBCONTRACTOR will administer the program in accordance with the rules, regulations, and policies of the CONTRACTOR and the California Department of Education, including the "General Assurances" form attached to CONTRACTOR'S PRIME CONTRACT with the California Department of Education; Funding Terms and Conditions and Program Requirements for Child Development Programs Fiscal year 2013-14; and state regulations.

The SUBCONTRACTOR shall provide periodic reports to CONTRACTOR from time to time including but not limited to the following: (i) a report after the first 30 days to inform the City Council of the transition of the program from the previous subcontractor regarding number of children re-enrolled, number of new children enrolled, staff retention, and staff training, (ii) a report after the first 90 days and every 90 days thereafter regarding the contract implementation, progress and issues ; and (iii) reports as requested by the City Manager or City Council.

9. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR shall monitor, evaluate, and provide technical and accounting assistance to the SUBCONTRACTOR in the conduct of activities delegated under this Agreement. The SUBCONTRACTOR agrees to submit to the CONTRACTOR such reports as may be required by the Child Development Division, California Department of Education directives or by the CONTRACTOR. The SUBCONTRACTOR also agrees to prepare and retain, and remit to CONTRACTOR to inspect, as it deems necessary, all SUBCONTRACTOR agency records pertaining to this program. SUBCONTRACTOR agrees to submit to CONTRACTOR, on a quarterly basis, at an appropriate City Council meeting, a status report on SUBCONTRACTOR'S activities pursuant to this Agreement.

10. ASSIGNMENT

The CONTRACTOR may also assign and transfer this contract when required by the Child Development Division.

11. BONDING OF PERSONNEL

The SUBCONTRACTOR'S personnel who are authorized to sign checks will be bonded in an amount, which will cover the total amount under the control of the SUBCONTRACTOR at any time. A Certificate of Insurance shall be provided to the CONTRACTOR verifying the SUBCONTRACTOR'S fidelity bond coverage. Further, such Certificate of Insurance shall not be canceled without thirty (30) days prior written notice to the CONTRACTOR.

12. REVENUES AND EXPENDITURES; AUDIT

SUBCONTRACTOR shall report all revenues and expenditures in accordance with California State Accounting Manual procedures. CONTRACTOR will conduct an annual audit in accordance with California Department of Education Audit Guidelines. The SUBCONTRACTOR is liable for any audit exception caused by, or as a result of, lack of performance as required by this Agreement.

13. PURCHASES

In no case can equipment be purchased in excess of \$7,500.00 by item, without prior written approval of the CONTRACTOR and the Child Development Division. Title to any equipment purchased with state funds rests with SUBCONTRACTOR only as long as this Agreement is in effect. Upon termination of the Agreement, title to all remaining equipment and supplies shall revert to CONTRACTOR. Insurance on property leased will be provided by SUBCONTRACTOR.

14. TRAVEL AND PER DIEM

Travel and per diem expenses of SUBCONTRACTOR shall be reimbursed only at rates not exceeding those amounts paid to the majority of California Department of Education's represented employees computed in accordance with Department of Personnel Administration regulations, California Administrative Code, Title 2, Subchapter 1.

15. MONTHLY CLOSING OF ACCOUNTS

The CONTRACTOR will close its accounting records on the last day of each month for preparation of the required monthly statement.

16. MONTHLY ATTENDANCE RECORDS

The SUBCONTRACTOR will close its attendance records on the last day of each month for preparation of the required monthly statement. Monthly reports of enrollment and attendance shall be submitted to the CONTRACTOR by the 15<sup>th</sup> day of each month.

17. HOLD HARMLESS FOR NON-RECEIPT OF FUNDS

The SUBCONTRACTOR will hold the CONTRACTOR harmless for any contract obligations entered into that cannot be met due to non-receipt of funds from the California Department of Education.

18. INDEMNIFICATION AND DEFENSE

The SUBCONTRACTOR shall defend, indemnify and hold harmless CONTRACTOR and the State of California, their officers, agents, and employees from any and all actions, claims, losses or damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or any other organization arising out of the operation or maintenance or other activities of SUBCONTRACTOR or its agents, employees, or independent contractors under this Agreement.

19. INSURANCE

The SUBCONTRACTOR shall provide and maintain in force, during the term of this contract, comprehensive bodily injury and property damage liability insurance with a combined single limit of \$1,000,000.00. The policy or policies of liability insurance shall name the CONTRACTOR as an additional insured under the terms of such policy or policies. Further, such policy shall not be canceled without thirty (30) days prior written notice to the CONTRACTOR.

20. WORKERS COMPENSATION

The SUBCONTRACTOR shall provide Workers Compensation Insurance, Unemployment Insurance, and Disability Insurance for all of its employees, as required by law.

21. CERTIFICATES OF INSURANCE

Certificates for all types of insurance mentioned above shall be furnished to the CONTRACTOR within two (2) weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, the nature of the coverage, the policy limits, and the expiration date. All such policies shall be provided to the City Manager, City of Orange Cove at 633 Sixth Street, Orange Cove, California 93646.

22. MODIFICATION OF AGREEMENT

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by SUBCONTRACTOR and CONTRACTOR, and no oral understanding or agreement not incorporated in the Agreement shall be binding on either party to the Agreement. Amendments to this Agreement are subject to the prior written approval of the California Department of Education.

23. LICENSING REQUIREMENTS

SUBCONTRACTOR is responsible for hiring of qualified staff and maintaining required ratios in accordance with licensing and California Department of Education requirements. In addition, (i) SUBCONTRACTOR is responsible for seeing that sites meet all licensing requirements and that the appropriate licenses remain in effect for the life of the Agreement and any extensions hereof; and (ii) **SUBCONTRACTOR agrees that it will explore aligning the day care curriculum with that of the Kings Canyon School District and will cooperate with CONTRACTOR to ensure the alignment is implemented.**

24. NONDISCRIMINATION CLAUSE

The "Nondiscrimination Clause" included in the CONTRACTOR'S PRIME CONTRACT with the State of California, as specified in Titled 2, California Code of Regulations, Chapter 5, Section 8107, is incorporated herein by this reference and shall be binding on all actions of both parties under the terms of this Agreement.

25. APPROVAL OF AGREEMENT

This Agreement shall have no force or effect unless and until it has been approved in writing by the Child Development Division (CDD) of the Department of Education of the State of California, and any work performed by the SUBCONTRACTOR prior to the date of such approval shall not be used as a claim against the State of California or CONTRACTOR.

26. ENROLLMENT PRIORITY

To the extent that it is permitted by law and by the regulations of the State of California, SUBCONTRACTOR shall give priority for enrollment in the Child Care Program to residents of the City of Orange Cove.

27. NOTICES

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party. If mailed, postage prepaid addressed as follows:

CONTRACTOR:

c/o City Manager  
City of Orange Cove  
633 Sixth Street  
Orange Cove, California 93646

SUBCONTRACTOR:

Target Eight Advisory Council, Inc.  
555 G Street

Attention: Maurice Castillo  
Secretary-Treasurer

For the purposes of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given on the second business day after mail, if mailed to the party to whom notice is give in the manner provided in this Section. Either party may, at any time, change its address designated above by giving to the other party thirty (30) days written notice of the new address to be used for the purpose of this Section.

28. INTEGRATED AGREEMENT

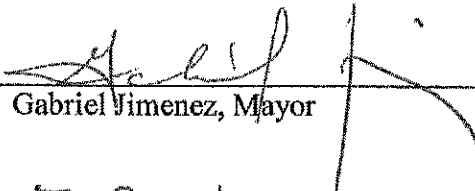
This Agreement is the complete and exclusive statement of the mutual understanding of the parties and this Agreement supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement.

29. SEVERABILITY

If, for any reason this Agreement shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the CONTRACTOR or by the SUBCONTRACTOR, or if for any reason it is held by such a court that any of the covenants and conditions of SUBCONTRACTOR hereunder, is unenforceable for the full term hereof, then and in such event, all of the other terms, provisions and conditions of this Agreement, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

\*\*\*\*\*

CONTRACTOR:  
City of Orange Cove

  
Gabriel Jimenez, Mayor

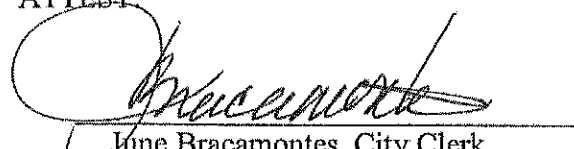
Date: 7-9-14

SUBCONTRACTOR:  
Target Eight Advisory Council Inc.

  
Mario Villarreal, Member

Date: 7-1-2014

ATTEST:

  
June Bracamontes, City Clerk

Date: 7-9-14

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

This First Amendment to the Facilities Use and Maintenance Agreement ("Agreement"), is made and entered into this \_\_\_\_ day of April, 2015 ("Effective Date") by and between the City of Orange Cove, a municipal corporation, ("City") and Target Eight Advisory Council, a California corporation ("TEAC").

**I. RECITALS**

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

**WHEREAS**, the City desires to amend the Agreement to modify Section 1.2 (Term) to allow TEAC to continue to utilize the PROPERTY, and to provide for certain ongoing maintenance of the PROPERTY by the City; and

**WHEREAS**, the City and TEAC desire to enter into this First Amendment to the Agreement and have agreed to amend the following: Section 1.2 (Term), as set forth below.

**II. AMENDMENT**

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

**Section 1.2 TERM**

1.2 Term. The term of this AGREEMENT shall be for a period of two years from July 1, 2015 to June 30, 2017. The AGREEMENT may also be extended for an additional period by mutual written AGREEMENT of the parties unless sooner terminated pursuant to the terms of this AGREEMENT. It is contemplated by the parties that if CITY obtains another contract for CPSS from the California Department of Education and if CITY and TEAC enter a new subcontract for day care services as set forth in Recital B above, the parties will extend this AGREEMENT for an additional period.

**(SIGNATURES ON FOLLOWING PAGE)**

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

**“CITY”**  
**City of Orange Cove**

**“TEAC”**  
**Target Eight Advisory Council**

By: \_\_\_\_\_  
Samuel Escobar, City Manager

By: \_\_\_\_\_  
Mario Villarreal, Member

**Attest:**

By: \_\_\_\_\_  
June Bracamontes, City Clerk

**Approved as to form:**

By \_\_\_\_\_  
Bianca Sparks, City Attorney

**FACILITIES USE AND MAINTENANCE AGREEMENT  
BETWEEN  
CITY OF ORANGE COVE AND TARGET EIGHT ADVISORY COUNCIL  
JULY 1, 2014 TO JUNE 30, 2015**

This Facilities Use and Maintenance Agreement ("AGREEMENT") is made on July 1, 2014 by and between Target Eight Advisory Council ("TEAC"), and City of Orange Cove, a municipal corporation ("CITY").

**RECITALS**

A. CITY owns real PROPERTY commonly known as the Julia Lopez Child Development Center which is located at 1300 South Avenue, Orange Cove, California 93646 ("PROPERTY").

B. CITY has received a funding commitment from the California Department of Education, California State Preschool Program to fund child development services for Fiscal Year 2013 -- 2014. The parties have entered an AGREEMENT relating to the operation of a child care facility to provide said child development services. That AGREEMENT to operate a child care facility is referred to herein as "SUBCONTRACT."

C. The parties wish to use PROPERTY as a child development center as required under the terms and conditions of the SUBCONTRACT referenced above.

D. TEAC would like to use PROPERTY to conduct its operations under the referenced SUBCONTRACT. CITY agrees to be responsible for the building and grounds being in compliance with California Department of Education requirements and with CDSS Community Care Licensing requirements under Title 5 and Title 22 prior to the first day of operation of the Julia Lopez Child Development Center.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals which are part of this AGREEMENT and in consideration of the mutual obligations agreed to by the parties herein, CITY and TEAC agree as follows:

**1. Use of PROPERTY**

1.1 Purpose. This PROPERTY shall be used solely for a child development center as required under the terms and conditions of the SUBCONTRACT between the parties referenced in Recital B above. TEAC covenants to use the PROPERTY solely for the purpose and use specified in this AGREEMENT.

1.2 Term. The term of this AGREEMENT shall be for a period of one year from July 1, 2014 to June 30, 2015. The AGREEMENT may also be extended for an additional period by mutual written AGREEMENT of the parties unless sooner terminated pursuant to the

terms of this AGREEMENT. It is contemplated by the parties that if CITY obtains another contract for CPSS from the California Department of Education and if CITY and TEAC enter a new subcontract for day care services as set forth in Recital B above, the parties will extend this AGREEMENT for an additional period.

1.3 Payment. TEAC shall pay and CITY agrees to accept Two Thousand Nine Hundred Sixty-Eight Dollars (\$2,968.00) per month for use and maintenance of PROPERTY as set forth in this AGREEMENT. Payment shall be due in advance on the first day of each month during the term of the AGREEMENT.

1.4 Utilities. TEAC will be responsible for the cost of garbage, recycling, water, telephone services, internet and sewage and agrees to pay all gas and electrical service charges directly to Pacific Gas and Electric.

1.5 Improvements. It is understood that if TEAC wishes to construct any improvements on PROPERTY that may be necessary to further the permitted use of PROPERTY under this AGREEMENT, TEAC shall adhere to all CITY, State and Federal laws regarding construction of the improvements and agrees to obtain all necessary permits to construct said improvements. CITY shall not be responsible for any costs of the improvements. TEAC may locate upon the PROPERTY trade fixtures and equipment as may be necessary in pursuit of its permitted use of the PROPERTY and shall be responsible for all required permits/approvals including any all costs, expense and risk. TEAC shall be responsible for any damage to the PROPERTY caused in installation and operation of improvements, fixtures and equipment.

1.6 Maintenance and Taxes. CITY agrees to deliver the PROPERTY to TEAC in the condition set forth in Recital D above so that TEAC may commence its use of PROPERTY. Thereafter, all maintenance and repair, ordinary or extraordinary, of the PROPERTY, shall be the responsibility of the TEAC except as is set forth in this Section. TEAC shall be responsible for general lawn care and maintenance.

CITY shall be responsible for the maintenance of each of the following: The roof, outside walls and other structural part of the building; and the fence on the PROPERTY;

- i. The roof, outside walls and other structural part of the building; and the fence on the PROPERTY;
- ii. The parking lot, driveways, sidewalks, and handicap ramps on the PROPERTY;
- iii. The sewer and water pipes and any plumbing problem which is related to pipes which are concealed within walls or floors,
- iv. Electrical wiring which are concealed within walls, floors, or ceilings;
- v. Air conditioning and heating systems;
- vi. Filling of sandbox as deemed necessary.

CITY shall be responsible for the real property taxes for PROPERTY. TEAC shall be responsible for any unsecured taxes, if any, associated with the PROPERTY or the operation thereof as a Child Development Center.

1.7 Compliance with Legal Requirements. TEAC agrees to comply with all applicable laws, ordinances and regulations in connection with its use of PROPERTY. TEAC shall not commit any waste or any public or private nuisance upon the PROPERTY and shall not do anything that will cause damage to the PROPERTY.

1.8 Hold Harmless. CITY shall indemnify, save and hold harmless TEAC, its officials, officers, agents, employees, and volunteers against any and all claims, cause of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to PROPERTY, resulting from negligent acts or omissions of CITY, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In the event of any such claim is made, or suit filed, TEAC shall give CITY prompt written notice thereof, and CITY shall have the right to defend or settle the same.

TEAC shall indemnify, save and hold harmless CITY, its officials, officers, agents, employees, and volunteers against any and all claims, causes of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to PROPERTY, resulting from negligent acts or omissions of TEAC, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In the event any such claim is made, or suit filed, CITY shall give TEAC prompt written notice thereof, and TEAC shall have the right to defend or settle the same.

1.9 Insurance. TEAC agrees to procure and maintain through the term of this AGREEMENT (i) bodily injury liability insurance insuring against any and all liability of TEAC and CITY with respect to the use and maintenance of PROPERTY under this AGREEMENT; and (ii) PROPERTY damage liability insurance with a combined single limit of not less than \$1,000,000.00. All such insurance shall also insure the performance by TEAC of the indemnity requirements under this AGREEMENT to liability for injury to or death of persons and injury to or damage to the PROPERTY. All insurance shall be carried in the joint names of TEAC and the CITY and shall provide that the policy shall not be cancelled or altered without thirty (30) days prior written notice to CITY. TEAC shall furnish to CITY a certificate evidencing such insurance. TEAC's insurance shall be primary coverage. CITY's insurance and self-insurance programs shall be contributory.

CITY shall be responsible for insuring the PROPERTY and the buildings thereon. TEAC shall procure or cause to be procured and maintained, throughout the term of this AGREEMENT, insurance against loss or damage to the content of any structures constituting any part of the PROPERTY by fire and lightning, vandalism, and malicious mischief insurance. TEAC's insurance shall be in an amount equal to the replacement cost (without deductible clauses for any one loss of not to exceed Five Thousand Dollars (\$5,000.00) of personal PROPERTY located within or on the PROPERTY, (including the contents of the building such as furniture furnishings, equipment and trade fixtures).

1.10 Assignment. No assignment or any interest in this AGREEMENT shall be valid or operative unless CITY shall formally approve the assignee and assignee executes a contract with CITY on the same terms or conditions as the assigned contract. TEAC shall not subcontract without the written consent of CITY.

1.11. Easement. This AGREEMENT is made subject to restrictions and conditions of record, to any and all easements and rights of way, and to any and all outstanding interests in, and rights to, minerals and mineral ores, including but not limited to oil, natural gas, hydrocarbon substances, geothermal steam, brines, and minerals in solution and sand, gravel and aggregates in and underlying the PROPERTY.

1.12 Right of Entry. CITY or its representatives shall upon giving TEAC twenty-four (24) hours' notice of intention to enter during normal working hours (8 a.m. to 5 p.m.), or forty-eight (48) hours' notice of intention to enter outside of normal working hours, have the right to enter the PROPERTY at any time during the term of this AGREEMENT (i) to inspect the PROPERTY; (ii) for any purpose connected to the AGREEMENT; and (iii) for any unlawful purpose.

## **2. Non Performance and Termination**

2.1 Any event of nonperformance of any term, condition, or equivalent in this AGREEMENT by either party that is not cured within 30 days written notice there of shall be an event default. Upon default, the non-defaulting party may, notwithstanding any other available right/remedy elect to terminate this AGREEMENT. The term "nonperformance" as used herein shall also include the inability of TEAC to accomplish the purpose of this AGREEMENT as set forth above including but not limited to, the CITY either not receiving or not accepting the anticipated funding from the California Department of Education or the termination of the SUBCONTRACT.

2.2 Upon expiration or earlier termination of this AGREEMENT, TEAC shall surrender the PROPERTY to CITY in as good a condition and repair as existed on the date of this AGREEMENT, less reasonable wear and tear. The PROPERTY shall be surrendered without delay or hindrance.

## **3. Mutually Binding Terms**

3.1 Governing Law. Any controversy or claim arising out of, or relating to, this AGREEMENT which cannot be amicable settled without court action shall be litigated either in the appropriate State court for Fresno County, California, or as appropriate in the U.S. District Court for the Easter District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this AGREEMENT shall be governed in all respects by the laws of the State of California.

3.2 Attorney's Fees. Both parties agree in the event it becomes necessary for the non-breaching party to enforce any of the provisions of this Agreement, the breaching party is to pay a reasonable amount as and for attorney's fees as may be determining by the Court.

CITY	TEAC
City of Orange Cove 633 Sixth Street Orange Cove, CA 93646 Attn: Sam Escobar, City Manager	Target Eight Advisory Council 555 G Street Orange Cove, CA 93646 Attn: Maurice Castillo, Secretary/Treasurer

Either party may change its address for purposes of this section by giving written notice of the change to the other party in the manner provided in this section.

3.4 Entirety – Succession. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the subject matter hereof, superseding all prior negotiations, representations, and contracts, and constitutes the entire AGREEMENT concerning CITY's use of the PROPERTY by TEAC.

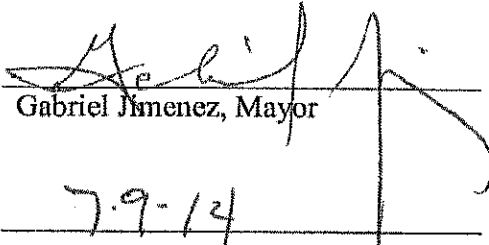
3.5 Binding on Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of TEAC unless such assignment has been approved by CITY in writing as providing in this AGREEMENT.

3.6 Authority. All individuals executing this AGREEMENT on behalf of that entity represent that they are authorized to execute and deliver this AGREEMENT on behalf of that entity.

3.7 Sole Agreement. This AGREEMENT constitutes the sole and only AGREEMENT between CITY and TEAC respecting the use of PROPERTY described in this AGREEMENT. Any agreements or representations respecting the lease of said PROPERTY, not expressly set forth in this AGREEMENT are null and void.

*(Signatures on next page)*

CONTRACTOR:  
City of Orange Cove

  
Gabriel Jimenez, Mayor

Date:

7-9-14

SUBCONTRACTOR:  
Target Eight Advisory Council Inc.

  
Mario Villarreal , Member

Date:

7-1-2014

ATTEST:



Date:

7-9-14