



## **AGENDA**

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**

**Gilbert Garcia, Council Member**

**Minerva Pineda, Council Member**

**Josie Cervantes, Council Member**

**WEDNESDAY, MARCH 8, 2017 - 6:30 P.M.**

**Orange Cove Council Chambers**

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

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

Roll Call

Invocation

Flag Salute

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

### **C. Presentation**

1. Presentation by the Robotics Class from Orange Cove High School.
2. Presentation by Dr. Matthew Milnes, Regional Dental Director pertaining to BMX team agreement proposal.

### **D. Consent Calendar**

3. City Council Minutes of February 8, 2017.
4. Approval of Facility use request submitted by City Employee for a 90<sup>th</sup> Birthday Celebration on October 2017.
5. Approval of facility use request submitted by City Employee for a Quinceanera celebration on Saturday, December 2, 2017.
6. Approval of facility application request submitted by OC Chamber of Commerce for use of James Eaton Park, for Orange Cove Blossom Festival on Saturday, April 1<sup>st</sup>.

## **E. Administration**

### **City Engineer:**

7. **SUBJECT:** Consideration and Discussion regarding the Contract for Temporary Water Services between the United States Bureau of Reclamation and City of Orange Cove.

**Recommendation:** Council to consider approving Resolution No. 2017-07 Contract for Temporary Water Services between the United States Bureau of Reclamation and City of Orange Cove and shall remain in effect through February 28, 2018.

8. **SUBJECT:** Consideration and Discussion regarding the Vesting Tentative Map for Tract No. 6116, Joe Serna Estates II.

**Recommendation:** Council to consider adopting Resolution No. 2017-08 approving a Vesting Map for Tract No. 6116, to subdivide an existing 0.78-acre lot into five lots that can be sold for home sites

### **Chief of Police:**

9. **SUBJECT:** Monthly Activity Report.

**Recommendation:** Informational Item Only.

### **City Manager:**

10. **SUBJECT:** Consideration and Discussion regarding the BMX Team Proposal between the City of Orange Cove and Hanford BMX Race Team nonprofit corporation.

**Recommendation:** Council to consider giving direction to negotiate agreement with Hanford BMX Race Team nonprofit corporation to form a regular BMX race program in Orange Cove.

### **Mayor and City Councilmembers:**

11. **SUBJECT:** Consideration and Discussion regarding the Resolution pertaining to City of Orange Cove Welcoming immigrants and refugees.

**Recommendation:** Council to consider approving the Resolution of the City of Orange Cove Welcoming immigrants and refugees.

**F. Public Forum**

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

**G. City Manager's Report**

**H. City Attorney's Report**

**I. City Council Communications**

**J. Closed Session:**

12. Public Employee Performance Evaluation pursuant to Government Code Section 54957

a. Title: Chief of Police

13. Conference with Legal Counsel (Anticipated Litigation pursuant to Government Code Section 54956.9(a)  
Property: 279, 278, 299 Park Blvd. Orange Cove, CA  
APN 378-083-24

**K. Reconvene City Council Meeting:**

**L. Adjournment**

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

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

**STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

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

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

### **GENERAL RULES OF DECORUM**

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

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

## **ENFORCEMENT OF DECORUM RULES**

(Resolution No. 2012-16)

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

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

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



## **MINUTES**

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**

**Gilbert Garcia, Council Member**

**Minerva Pineda, Council Member**

**Josie Cervantes, Council Member**

**WEDNESDAY, FEBRUARY 8, 2017 - 6:30 P.M.**

**Orange Cove Council Chambers**

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

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

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

STAFF PRESENT: City Manager Samuel A. Escobar  
City Attorney, Dan McCloskey  
Police Chief/Interim City Manager, Marty Rivera  
City Clerk June V. Bracamontes (absent)  
Deputy City Clerk Clara Camarena

INVOCATION: Mayor Pro Tem Diana Guerra Silva

FLAG SALUTE: Mayor Victor P. Lopez

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

No changes.

### **C. Presentation**

1. Mayor Lopez recognizing Mayor Pro Tem Diana Guerra Silva and Councilwoman Josie Cervantes for their continued leadership and commitment to public service

Mayor Lopez presented a plaque to Mayor Pro Tem Diana Guerra Silva and Councilwoman Josie Cervantes recognizing their continued leadership and commitment to public services.

**D. Consent Calendar**

2. City Council Minutes of January 25, 2017 Special Meeting
3. City Council Minutes of January 25, 2017 Regular Meeting

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilman Garcia, the Consent Calendar was approved as presented.**

**E. Administration**

**City Engineer:**

4. **SUBJECT:** Consideration and Discussion regarding the High School Pressure Relief Valve

**Recommendation:** Council to consider approving Resolution No. 2017-04 Accepting the bid for the High School Pressure Relief Valve

**Upon the motion by Councilman Garcia and seconded by Mayor Pro Tem Silva, Council approved Resolution No. 2017-04 Accepting the bid for the High School Pressure Relief**

**Chief of Police:**

5. **SUBJECT:** Monthly Activity Report.

**Recommendation:** Informational Item Only.

Chief of Police, Marty Rivera presented the monthly activity report for the month of January 2017.

**City Manager:**

6. **SUBJECT:** Consideration and Discussion regarding the Graffiti Program

**Recommendation:** Update Report on the Graffiti Program in the City of Orange Cove

City Manager Sam Escobar presented a sample for an application for residents to pick up from City Hall and submit for the graffiti program. Five colors will be available for options. Flyers will be on the utility bill about the guidelines of the program and application. Informational Item Only.

7. **SUBJECT:** Consideration and Discussion regarding the plumbing at the Orange Cove Community Center

**Recommendation:** Council to consider approving to go out to bid for the plumbing at the Orange Cove Community Center

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approved to go out to bid for the plumbing at the Orange Cove Community Center.**

8. **SUBJECT:** Consideration and Discussion regarding the Orange Cove High School 2016 Softball Valley Championship rings

**Recommendation:** Council to consider approving paying half of the cost the Orange Cove High School 2016 Softball Valley Championship rings in the amount of \$1,974.89

**Upon the motion by Mayor Pro Tem Silva and seconded by Mayor Lopez, Council approved paying half of the cost the Orange Cove High School 2016 Softball Valley Championship rings in the amount of \$1,974.89**

#### **F. Public Forum**

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

1. Mr. Manuel Ferreira invited the Council to the Chamber's Award Dinner and Program on Saturday night. The Harvest Festival is scheduled on Saturday April 1, 2017 at Eaton Park. Would like to bring the RHS Band as well. During the Christmas Season contacted a person who was giving away skate board and helmets and would like any ideas how to give these items away such as a contest. Also presented that Mr. Juan Garza is retiring and asked Council to present something to him.
2. Angel Durazo Principal of the Orange Cove High School gave an update report regarding the advanced robotics class started this year. Last Saturday, they sent students to competition, the students only had 2



weeks to prepare speech, interview and presentation. The Students placed first and second. Urban Search and Rescue Categories. The students qualified to go to State Competition in April in San Diego.

3. Leticia Mendoza thanked the Council for bringing the fixture program in our community. Appreciate the assistance.

Mayor Pro Tem Silva asked if the rental properties are now included in the fixture program. Per City Manager not at this time.

4. Concern resident had questions about the water, sewer, garbage and utilities asked where the funds are going to? Also, a lot of mail has been lost. Resident has had to move to another place. This should not be happening, especially in a small town.

Mayor and Council are very understanding about the families in Orange Cove.

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

City Manager attended five cities meeting and the biggest thing they talked about was the funding in economic development. How to become strategic, with rural communities. What's the next step for marketing? Workshops? Events? Commercial Development are still looking at vacant properties, old buildings. Large developer from San Diego, scheduling a tour of the City next week. Another developer, potentially doing single family housing in Orange Cove, already zoned for it. Home Developer from the City of Tracy. Middle housing is also an interest. McDonalds will be breaking land in March. Piece of hardware in our parking lot, solar vehicle charging station, first come first serve basis.

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

9. **SUBJECT:** Consideration and Discussion regarding the City of Orange Cove's Travel Policy

**Recommendation:** Council to consider changing the City of Orange Cove's Travel Policy

City Attorney presented to Council that a hearing for next meeting will discuss the car allowance in general for Mayor and/or City Council Members. Public Hearing is required, direction is needed today to comeback with proposal for next meeting. What is the reason that it needs to be changed? Councilman Garcia asked. The research was done by Mayor, it is costing \$450.00 per month, and I have never charge a penny. It will be local and county only. Research done in 6 month average. Councilman Garcia would like a report in ahead of time, not three days before. It will not be a very long report, one statue, for car allowance,

by Dan attorney.

**Upon the motion by Diana and seconded by Councilwoman Pineda, Council approved to consider changing the City of Orange Cove's Travel Policy and that a public hearing will need to take place.**

Ms. Irene Alvarado stated that her question is regarding government. What is the city's policy about issuing a 1099 to Council? Currently, each Councilmember is receiving \$300 and the mayor receives an additional \$150, as a public member. Totaling a total of \$18,000 back in reimbursement, in the last six years. I have not seen the policy. I'd like to obtain a copy of the travel policy. A policy is implemented it applies to all council as we are a general law city.

Leticia Mendoza Questioned about the city car parked in the parking lot. We would like to see what other mayors receive in other cities? It is not a part of my job to report that, City Attorney responded. It would cost the city too much money to do all the research, comparable. If the Mayor wants me to call the other cities. I will have a full report at the next city council meeting.

## **I. City Council Communications**

**Councilmember Gilbert Garcia:**  
Nothing to report.

**Councilmember Minerva Pineda:**  
Nothing to report.

**Mayor Pro Tem Diana Guerra Silva:**  
Nothing to report.

**Mayor Victor P. Lopez:**  
Attended the JPA meetings, working collectively with them. Applying for 3 billion dollars, for the water. New Dam. We will be meeting with Dianne Feinstein. Congressman will be very influential, as he has been very supportive. I will be reporting status. Representative for all eastern five counties.

**(At 7:29 p.m. Break)**

## **J. Closed Session:**

10. Public Employee Performance Evaluation pursuant to Government Code Section 54957
  - a. Title: Chief of Police

11. Public Employee Performance Evaluation pursuant to Government Code Section 54957

- a. Title: City Manager

12. Conference with real property negotiators  
Government Code Section 54956.8  
Property: Industrial Park Property corner of South and Center Street  
City Negotiator: Sam Escobar, City Manager

**K. Reconvene City Council Meeting:**

Mayor Lopez reconvened City Council Meeting and announced not reportable action was taken in Closed Session.

**L. Adjournment**

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

Respectfully Submitted:

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June V. Bracamontes, City Clerk  
City of Orange Cove

PRESENTED TO COUNCIL:

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

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



# *Orange Cove Facilities Application Packet*



## **INSTRUCTION FOR ORANGE COVE FACILITY USE APPLICATION**

### **1.....FILL OUT FACILITY USE APPLICATION AND SIGN IT**

Fill out the application for Facility Use as completely as possible. Read all instructions and agreement of this application and sign it.

### **2.....TURN IN FACILITY USE APPLICATION TO ORANGE COVE CITY HALL**

Once the application has been completed, it must be turned in at the Orange Cove City Hall, 633 Sixth Street, Orange Cove, California 93646 with the following:

a) Processing fee of \$35 - **this is a non-refundable fee.** If your application is approved, the processing fee is applied toward your fees. **If the application is denied or if canceled, the processing fee is not refundable;**

b) Cleaning Deposit (See attached rates for facility)

c) A copy of a PROOF OF RESIDENCY. This can be a copy of valid applicant's driver's license showing an Orange Cove address, a copy of a utility bill with applicant's name and Orange Cove address, or an approved ID card with Orange Cove address. **If "PROOF OF RESIDENCY" is not turned in, applicant will be charged non resident rates**

### **3.....IF A DANCE (WITH OR WITHOUT ALCOHOL) IS BEING HELD IN CONJUNCTION WITH ACTIVITY**

Once the application has been completed and the security arranged, the application must be turned in at the Orange Cove City Hall with the following:

- a) A signed contract from an **approved security company;**
- b) A copy of a valid photo ID of applicant showing applicant is at least 21 years of age;
- c) Activity will end 12 a.m. (midnight) after midnight need Council's approval

### **4.....IF ALCOHOL OR FOOD IS BE SOLD WITH OR WITHOUT A DANCE/DINNER**

Complete the Alcohol Permit and obtain the necessary security. Once the application has been completed and the security arranged, the application must be turned in at the Orange Cove City Hall with the following:

- a) A signed contract from an approved security company;
- b) A copy of a photo ID of applicant showing applicant is at least 21 years of age.
- c) If Alcohol or Food is sold a permit must be obtained.

(Alcohol permit through ABC (Alcohol Beverage Control in Fresno) and Food permit through the Fresno County Health Dept.) The Alcohol Permit must be turned in within ten (10) working days of the date of Applicant for Facility Use was turned in. If it is not, **you may forfeit your \$35 processing fee and be required to submit a new application and an additional \$35 processing fee to reactivate your eligibility for the use of the facility and become dependent upon the availability of that date.**

### **5.....SECURITY REQUIREMENTS -Security is required during all events during dinner and/or dances with or without alcohol.**

The City requires one uniformed security guard for every 50 people. (The Orange Cove Police Department requirements shall be one uniformed security guard for every 50 people present). Security guard firm shall be licensed with the City and have the proper insurance/bonding. All applications for functions open to the public held in a public facility will be reviewed by the City of Orange Cove to determine what, if any, private security will be required. The type of event, anticipated attendance, location and other relative factors will be considered.

**CITY OF ORANGE COVE**  
**633 Sixth Street, Orange Cove, California (559)626-4488**  
**FACILITY USE APPLICATION**

This reservation application is issued in accordance with the policies outlined in the attached packet. All reservation forms must be signed and returned before consideration of use approval. Submission of reservation request does not constitute approval. All applications must be presented to the City of Orange Cove and the office of City Manager for final approval.

Name: Silvia Gonzalez Organization/Representative: \_\_\_\_\_

Mailing Address: 550 CENTER ST City: ORANGE COVE Zip: 93646

Home Phone: 559-393-5239 Work Phone: \_\_\_\_\_

Date of Use: 12/02/2017 Nature of Use: Birthday 15nera

Expected Attendance: 200 Time: From 4:00 am/pm To: 12:00 am/pm  
(Hours of operation shall not exceed 12:00 midnight unless approved by the City Council)

Other information, please specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DECORATING/REHEARSAL:** Date: 12/01/2017  
From 5 a.m./p.m. To 8 a.m./p.m.

**INSURANCE REQUIRED:**

Name of Insurance Company: HUB COMPANY

(Please provide Certificate of Insurance showing the City of Orange Cove as an additional Insured)

(Insurance can be purchased through City of Orange Cove if requested for an additional fee. Rates will vary each year. Insurance will need to be provided with application when submitted before the date can be placed on hold.)

**FACILITY REQUIRED:**

(Please Check) \_\_\_\_\_ (R) Resident \_\_\_\_\_ (N) Non Resident

**(No Smoking in Public Buildings pursuant to Ordinance No. 284)**

- \_\_\_\_\_ Gene Welch Park (Behind Orange Cove Community Center)  
\_\_\_\_\_ J.O. Eaton Park \_\_\_\_\_ Classroom area of 480 sf \$43.20 a day  
\_\_\_\_\_ Sheridan Park  
☒ Orange Cove Community Center  
\_\_\_\_\_ Senior Citizen Center  
\_\_\_\_\_ OTHER (Please specify)

## **FACILITY RATES**

### **EXHIBIT A**

#### **Senior Center Building**

No activity is permitted unless approved by City Manager

#### **J.O. Eaton Park**

(R) \$100+\$25 Cleaning Deposit = Total \$125.00

(N) \$125+\$25 Cleaning Deposit = Total \$150.00

#### **Sheridan Park**

(R) \$100+\$25 Cleaning Deposit = Total \$125.00

(N) \$125+\$25 Cleaning Deposit = Total \$150.00

#### **Gene Welch Park – behind Orange Cove Community Center**

(R) \$100 + 25 Cleaning Deposit = Total \$125.00

(N) \$125 + 25 Cleaning Deposit = Total \$150.00

\$50.00 Deposit for key / Gene Welch Park

### **FUNERAL RECEPTIONS SPECIAL RATES**

(Resolution No. 2013-02)

Funeral Reception Fees are only provided to Non-Orange Cove Residents and no deposit is required.

**Funeral Reception Services (NR) \$150.00 rental & cleaning service fees/insurance included**  
(4) hours maximum under 50 guest

**Funeral Reception Services (NR) \$200.00 rental & cleaning service fee/insurance included**  
(4) hours maximum/over 50 guest

**If certificate of liability insurance is provided by the applicant (R)**  
\$50.00 service/cleaning fees – (4) hours maximum/under 50 guest

\$100.00 service/cleaning fees – (4) hours maximum/over 50 guest

### **Fees waived only for Orange Cove Residents**

## ORANGE COVE COMMUNITY CENTER

### **RESIDENT:**

**\$1,250.00 + \$500 Cleaning Deposit (Refundable \$400\*) (Non-refundable \$100)**

### **NON-RESIDENT:**

**\$1,500.00 + \$550 Cleaning Deposit (Refundable \$450\*)(Non-refundable \$100)**

Processing fee of \$35 is **required** when applying - this is a non-refundable fee. If your application is approved, the processing fee is applied toward your rate fees. If the application is denied or if canceled, the processing fee is not refundable;  
(Rates include hall with or without kitchen, and with or without alcohol)

### **RATES FOR ORANGE COVE NON-PROFIT ORGANIZATION** **(Excluding Dances)**

Hourly Rates for Orange Cove Non-Profit Organization: \$50.00  
**Non-Resident Non Profit Organization hourly rates are doubled**

Dances: Rates and contract will be reviewed and approved by Council and Police Department

### **COMMERCIAL EVENTS:**

Commercial Events:

Rates and contract will be reviewed and approved by Council and Police Department

### **SET UP & CLEAN UP FEES**

The facility must be cleaned up at the end of the day of the event. This includes the gym, kitchen, hallway and bathrooms. All tables and chairs must be stacked and stored in the proper room. Any items brought by the individual sponsoring the event must also be removed by the end of the event. The Kitchen should be cleaned and closed two hours prior to the end of the event. No type of heavy vehicles, motor vehicles or animals allowed in the building unless it is approved by the City Manager. **No scissor lift allowed in the gym area. The applicant must schedule a walk-through with a city employee before the event during business hours 8 a.m. – 3 p.m. at 559-626-4488. A final walk-through with a city employee must be scheduled on Sunday during 8 a.m. – 3 p.m. Please contact Reedley Police Dispatch to open and close the facility at 559-637-4250.** Once the facility is determined to be in its proper form, the **refundable rate\*** as stated above will be returned in a timely manner. If additional clean up of the facility is required an event fee of \$25.00 per hour will be charged

## **ORANGE COVE COMMUNITY CENTER**

**Decorating/Rehearsal Rates: \$25.00 an hour day before event only.**

(Usage of the Orange Cove Community Center must be by invitation only and security will be required for wedding receptions and 15<sup>th</sup> Birthday Parties- Other events Council and/or Police Department will determined if invitation and security is required)



## CITY OF ORANGE COVE

633 Sixth Street, Orange Cove, California (559) 626-4488

**DECORATING/REHEARSAL:** If decorating or rehearsal is required **prior to the date of the event, an additional charge of \$25.00 per hour will be required.**

**CLEAN UP FEES:** The facility must be cleaned up at the end of the day of the event to the satisfaction of City Staff. This includes the gym, kitchen, hallway, and bathrooms. All tables and chairs must be stacked and stored in the proper room. Any items brought by the individual sponsoring the event must also be removed by the end of the event. If additional clean up of the facility is required the following day after an event a fee of **\$25.00 per hour will be charged.** Once the facility is determined to be in its proper form, the refundable rate\* as stated above will be returned in a timely manner.

- **AVAILABLE CHAIRS AND TABLES:** There are currently 450 chairs and 40 tables available. Tables seat 8 persons.
- **The Maximum Occupancy for the event or persons allowed in the gymnasium shall be no more than 455 persons. No Exceptions!**

Signature:

Silvia Gonzalez

Date:

03/02/2017

The following information below must be filled out: All questions must be answered, please circle appropriate answer:

Will food or drink be served? (Circle one) ..... Yes No  
(If Yes need time: Begins: 4 am/pm Ends: 7 am/pm  
**Security must be present**

Will food or drink be sold? (Circle one) ..... Yes No  
(If Yes need time: Begins: \_\_\_\_\_ am/pm Ends: \_\_\_\_\_ am/pm  
**Security must be present**

Will there be dancing? (Circle one) ..... Yes No  
(If Yes need time: Begins: 7 am/pm Ends: 12 am/pm  
**Security must be present**

Will there be a dinner and alcohol served? (Circle one) ... Yes No  
(If Yes need time: Begin: 4 am/pm Ends: 7 am/pm  
**Security must be present**

\*Will alcoholic beverages be served? (Circle one) ..... Yes No  
(If Yes need time: Begin: 5 am/pm Ends: 12 am/pm  
**Security must be present**

\*Will alcoholic beverages be sold? (Circle one) ..... Yes No  
(If Yes need time: Begin: \_\_\_\_\_ am/pm Ends: \_\_\_\_\_ am/pm  
**Security must be present**

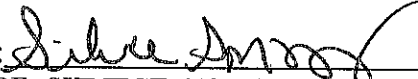
(\*Serving/Selling alcoholic beverages requires specific insurance coverage)

**ALL REQUIREMENTS OF ABC LICENSING REGULATIONS SHALL BE ADHERED TO**

I, Silvia Gonzalez, agree to follow all rules, regulations and policies of the City of Orange Cove and the Orange Cove Police Department on the use of the facility requested. **I understand that I am responsible for any, and all, repair costs for damages to the building, park and/or surrounding areas.**

I understand the City of Orange Cove **will not be held responsible for items brought to this activity as requested in this application which becomes lost, stolen or damaged before during or after activity. This is to include damage or loss due to any mechanical failure that may occur.**

The City of Orange Cove reserves the right to require that the building user provide adequate liability insurance coverage for the City and the user against claiming for money or damages. The City requires a Certificate of Insurance showing that adequate coverage is in effect before the event can be held. The Lessee shall save, keep and hold harmless the City of Orange Cove, its officers, agents, employees, and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason or in the course of use which may be occasioned by any willful or negligent act or omissions of the Lessee, any of the Lessee's employees, or guest. The City of Orange Cove will not be held liable for any accident, loss or damage. I also understand that in accordance with the law smoking is prohibited in public buildings pursuant to Ordinance No. 284. Fire Extinguishers (Use only in case of FIRE.) Notify PD, FD, & City Staff in case of **FIRE. PENAL CODE 603**  
**Warning:** \$1,000 fine or 6 months jail sentence for tampering with or misuse of fire equipment.

Signature of Applicant:  Date: 03/02/2017  
**RATES AND FEES ARE SUBJECT TO CHANGE UPON CITY COUNCIL APPROVAL, AND/OR CITY SPONSORED EVENTS WILL TAKE PRECEDENCE AND MAY BUMP OTHER RESERVED EVENTS**

**-- ALL FEES ARE DUE WITHIN 10 WORKING DAYS OF ACTIVITY DATE. DEPOSIT IS DUE WHEN APPLICATION IS SUBMITTED. FEES AND DEPOSITS ARE NOT REFUNDABLE IF EVENT IS CANCELED WITHIN 30 DAYS PRIOR TO EVENT. NON-REFUNDABLE PROCESSING FEE IS DUE WHEN APPLICATION IS SUBMITTED.**

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## CITY OF ORANGE COVE UNIFORMED SECURITY GUARD REQUIREMENTS

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Private security officers are required whenever there is a dance, dinner, and/or alcoholic beverages being served at any function being held at a City owned facility.

All Security Companies must be **Licensed** with the Department of Consumer Affairs, Bureau of Security and Investigating Services. The Security companies must have a business license to do business in the City of Orange Cove and must be turned in with the application.

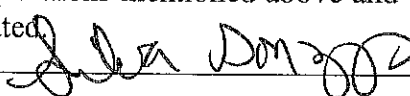
Private security companies are listed in the telephone directory, internet, and on the State web site [www.bsis.ca.gov](http://www.bsis.ca.gov)

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- **Security shall be responsible for maintaining the maximum load count at 455 or less persons.**

Signature:  Date: 03/02/2017

## RULES FOR THE USE OF THE ORANGE COVE COMMUNITY CENTER

1. As per the Orange Cove Police Department requirements there shall be one uniformed security guard for every 50 people present and no less than 3 uniformed security guards at any given time per event. There shall be a least one uniformed security guard at the entrance of the community center patrolling the entrance and the hall corridor at all times during the social function. There shall be a least two uniformed security guards in the center at all times. Uniformed security guard firm shall be licensed with the City and State of California and have the proper insurance/bonding.\_\_\_\_  
SG Initial.
2. Hours of operation shall not exceed 12:00 midnight unless approved by the City Council/Police Department. The consumption of alcoholic beverages (no bottled or glass containers) is allowed only inside the gym with proper supervision and prior approval by the City Council. SG Initial.
3. There shall be no bottled alcohol beverages allowed while entering into the building other than what is being hosted by the party. SG Initial.
4. The use of restrooms is limited only to those at the main entrance. SG Initial.
5. The party will be responsible for verifying the possession of required invitation. Admittance will only be allowed after proof of invitation. A uniformed security guard can be accompanied with the party checking the invitation. SG Initial.
6. The party shall adhere to the City of Orange Cove Social Host Ordinance SG Initial.
7. Attendance shall never exceed the number approved by the City Council SG Initial.
8. There shall be no use of the kitchen area after finishing with dinner except for the kitchens cleaning SG Initial.
9. Anchor Avenue entrance will be used as the main entrance for all events SG Initial.
10. No smoking or loitering allowed anywhere on the premises SG Initial.
11. All children are to remain inside the center with proper supervision SG Initial.
12. The center shall be kept clean and free of litter at all times SG Initial.
13. Expected attendance must correspond to the number stated on application. Any violation in this manner will result in stoppage of further entry or cancellation of the event for public safety. SG Initial.
14. Guests must remain in the center while event is in progress SG Initial.
15. All acoustical panels and sound system equipment must not be disturbed, dirtied, or damaged SG Initial.
16. I, understand and agree to all of the stipulations mentioned above and will adhere to them accept all responsibility if violated.  
SIGNATURE OF RESPONSIBLE PARTY 

**----OFFICE USE ONLY----**

**Date Submitted:** \_\_\_\_\_

**FINANCE DEPARTMENT:**

FEES PAID? \_\_\_\_YES \_\_\_\_NO (IF YES HOW MUCH?\_\_\_\_DATE:\_\_\_\_\_) )

DEPOSIT? \_\_\_\_YES \_\_\_\_NO (IF YES HOW MUCH?\_\_\_\_DATE:\_\_\_\_\_) )

APPLICATION REQUEST: \_\_\_\_\_GRANTED \_\_\_\_\_DENIED

INVITATION REQUIRED: \_\_\_\_\_YES \_\_\_\_\_NO

SECURITY REQUIRED: \_\_\_\_\_YES \_\_\_\_\_NO

Date:

Signature:\_\_\_\_\_

City Manager

Reason if application is denied:\_\_\_\_\_

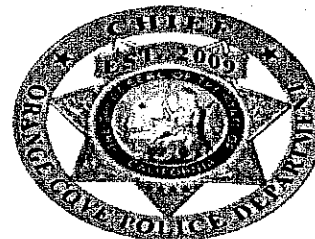


RECEIVED

FEB 22 2017

City of Orange Cove  
Deputy City Clerk

# *Orange Cove Facilities Application Packet*



## **INSTRUCTION FOR ORANGE COVE FACILITY USE APPLICATION**

### **1.....FILL OUT FACILITY USE APPLICATION AND SIGN IT**

Fill out the application for Facility Use as completely as possible. Read all instructions and agreement of this application and sign it.

### **2.....TURN IN FACILITY USE APPLICATION TO ORANGE COVE CITY HALL**

Once the application has been completed, it must be turned in at the Orange Cove City Hall, 633 Sixth Street, Orange Cove, California 93646 with the following:

a) Processing fee of \$35 - **this is a non-refundable fee.** If your application is approved, the processing fee is applied toward your fees. **If the application is denied or if canceled, the processing fee is not refundable;**

b) Cleaning Deposit (See attached rates for facility)

c) A copy of a PROOF OF RESIDENCY. This can be a copy of valid applicant's driver's license showing an Orange Cove address, a copy of a utility bill with applicant's name and Orange Cove address, or an approved ID card with Orange Cove address. **If "PROOF OF RESIDENCY" is not turned in, applicant will be charged non resident rates**

### **3.....IF A DANCE (WITH OR WITHOUT ALCOHOL) IS BEING HELD IN CONJUNCTION WITH ACTIVITY**

Once the application has been completed and the security arranged, the application must be turned in at the Orange Cove City Hall with the following:

- a) A signed contract from an **approved security company;**
- b) A copy of a valid photo ID of applicant showing applicant is at least 21 years of age;
- c) Activity will end 12 a.m. (midnight) after midnight need Council's approval

### **4.....IF ALCOHOL OR FOOD IS BE SOLD WITH OR WITHOUT A DANCE/DINNER**

Complete the Alcohol Permit and obtain the necessary security. Once the application has been completed and the security arranged, the application must be turned in at the Orange Cove City Hall with the following:

- a) A signed contract from an approved security company;
- b) A copy of a photo ID of applicant showing applicant is at least 21 years of age.
- c) If Alcohol or Food is sold a permit must be obtained.

(Alcohol permit through ABC (Alcohol Beverage Control in Fresno) and Food permit through the Fresno County Health Dept.) The Alcohol Permit must be turned in within ten (10) working days of the date of Applicant for Facility Use was turned in. If it is not, **you may forfeit your \$35 processing fee and be required to submit a new application and an additional \$35 processing fee to reactivate your eligibility for the use of the facility and become dependent upon the availability of that date.**

**5.....SECURITY REQUIREMENTS -Security is required during all events during dinner and/or dances with or without alcohol.** The City requires one uniformed security guard for every 50 people. (The Orange Cove Police Department requirements shall be one uniformed security guard for every 50 people present). Security guard firm shall be licensed with the City and have the proper insurance/bonding. All applications for functions open to the public held in a public facility will be reviewed by the City of Orange Cove to determine what, if any, private security will be required. The type of event, anticipated attendance, location and other relative factors will be considered.



**CITY OF ORANGE COVE**  
**633 Sixth Street, Orange Cove, California (559)626-4488**  
**FACILITY USE APPLICATION**

This reservation application is issued in accordance with the policies outlined in the attached packet. All reservation forms must be signed and returned before consideration of use approval. Submission of reservation request does not constitute approval. All applications must be presented to the City of Orange Cove and the office of City Manager for final approval.

Name: Charlotte Pavelko Organization/Representative: D.C. Chamber of Commerce

Mailing Address: 6281 Hill Ave City: Orange Cove Zip: 93646

Home Phone: 626-0300 Work Phone: Same as phone

Date of Use: April 1, 2017 Nature of Use: Orange Blossom Festival

Expected Attendance: \_\_\_\_\_ Time: From 11 am To: 4 pm  
(Hours of operation shall not exceed 12:00 midnight unless approved by the City Council)

Other information, please specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DECORATING/REHEARSAL:** Date: \_\_\_\_\_  
From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m./p.m.

**INSURANCE REQUIRED:**

Name of Insurance Company: State Farm

(Please provide Certificate of Insurance showing the City of Orange Cove as an additional Insured)

(Insurance can be purchased through City of Orange Cove if requested for an additional fee. Rates will vary each year. Insurance will need to be provided with application when submitted before the date can be placed on hold.)

**FACILITY REQUIRED:**

(Please Check) \_\_\_\_\_ (R) Resident \_\_\_\_\_ (N) Non Resident

**(No Smoking in Public Buildings pursuant to Ordinance No. 284)**

- \_\_\_\_\_ Gene Welch Park (Behind Orange Cove Community Center)  
☒ J.O. Eaton Park \_\_\_\_\_ Classroom area of 480 sf \$43.20 a day  
\_\_\_\_\_ Sheridan Park  
\_\_\_\_\_ Orange Cove Community Center  
\_\_\_\_\_ Senior Citizen Center  
\_\_\_\_\_ OTHER (Please specify)

## **FACILITY RATES**

### **EXHIBIT A**

#### **Senior Center Building**

No activity is permitted unless approved by City Manager

#### **J.O. Eaton Park**

(R) \$100+\$25 Cleaning Deposit = Total \$125.00

(N) \$125+\$25 Cleaning Deposit = Total \$150.00

#### **Sheridan Park**

(R) \$100+\$25 Cleaning Deposit = Total \$125.00

(N) \$125+\$25 Cleaning Deposit = Total \$150.00

#### **Gene Welch Park – behind Orange Cove Community Center**

(R) \$100 + 25 Cleaning Deposit = Total \$125.00

(N) \$125 + 25 Cleaning Deposit = Total \$150.00

\$50.00 Deposit for key / Gene Welch Park

### **FUNERAL RECEPTIONS SPECIAL RATES**

(Resolution No. 2013-02)

Funeral Reception Fees are only provided to Non-Orange Cove Residents and no deposit is required.

**Funeral Reception Services (NR) \$150.00 rental & cleaning service fees/insurance included**  
(4) hours maximum under 50 guest

**Funeral Reception Services (NR) \$200.00 rental & cleaning service fee/insurance included**  
(4) hours maximum/over 50 guest

**If certificate of liability insurance is provided by the applicant (R)**  
\$50.00 service/cleaning fees – (4) hours maximum/under 50 guest  
\$100.00 service/cleaning fees – (4) hours maximum/over 50 guest

### **Fees waived only for Orange Cove Residents**

**ORANGE COVE COMMUNITY CENTER**

**RESIDENT:**

**\$1,250.00 + \$500 Cleaning Deposit (Refundable \$400\*) (Non-refundable \$100)**

**NON-RESIDENT:**

**\$1,500.00 + \$550 Cleaning Deposit (Refundable \$450\*)(Non-refundable \$100)**

Processing fee of \$35 is **required** when applying - this is a non-refundable fee. If your application is approved, the processing fee is applied toward your rate fees. If the application is denied or if canceled, the processing fee is not refundable;  
(Rates include hall with or without kitchen, and with or without alcohol)

**RATES FOR ORANGE COVE NON-PROFIT ORGANIZATION**  
**(Excluding Dances)**

Hourly Rates for Orange Cove Non-Profit Organization: \$50.00  
Non-Resident Non Profit Organization hourly rates are doubled

Dances: Rates and contract will be reviewed and approved by Council and Police Department

**COMMERCIAL EVENTS:**

Commercial Events:

Rates and contract will be reviewed and approved by Council and Police Department

**SET UP & CLEAN UP FEES**

The facility must be cleaned up at the end of the day of the event. This includes the gym, kitchen, hallway and bathrooms. All tables and chairs must be stacked and stored in the proper room. Any items brought by the individual sponsoring the event must also be removed by the end of the event. The Kitchen should be cleaned and closed two hours prior to the end of the event. No type of heavy vehicles, motor vehicles or animals allowed in the building unless it is approved by the City Manager. **No scissor lift allowed in the gym area.** The applicant must schedule a walk-through with a city employee before the event during business hours 8 a.m. – 3 p.m. at 559-626-4488. A final walk-through with a city employee must be scheduled on Sunday during 8 a.m. – 3 p.m. Please contact Reedley Police Dispatch to open and close the facility at 559-637-4250. Once the facility is determined to be in its proper form, the refundable rate\* as stated above will be returned in a timely manner. If additional clean up of the facility is required an event fee of \$25.00 per hour will be charged

**ORANGE COVE COMMUNITY CENTER**

**Decorating/Rehearsal Rates: \$25.00 an hour day before event only.**

(Usage of the Orange Cove Community Center must be by invitation only and security will be required for wedding receptions and 15<sup>th</sup> Birthday Parties- Other events Council and/or Police Department will determined if invitation and security is required)

## **CITY OF ORANGE COVE**

633 Sixth Street, Orange Cove, California (559) 626-4488

**DECORATING/REHEARSAL:** If decorating or rehearsal is required **prior to the date of the event, an additional charge of \$25.00 per hour will be required.**

**CLEAN UP FEES:** The facility must be cleaned up at the end of the day of the event to the satisfaction of City Staff. This includes the gym, kitchen, hallway, and bathrooms. All tables and chairs must be stacked and stored in the proper room. Any items brought by the individual sponsoring the event must also be removed by the end of the event. If additional clean up of the facility is required the following day after an event a fee of **\$25.00 per hour will be charged.** Once the facility is determined to be in its proper form, the refundable rate\* as stated above will be returned in a timely manner.

- **AVAILABLE CHAIRS AND TABLES:** There are currently 450 chairs and 40 tables available. Tables seat 8 persons.
- **The Maximum Occupancy for the event or persons allowed in the gymnasium shall be no more than 455 persons. No Exceptions!**

Signature: \_\_\_\_\_

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

The following information below must be filled out: All questions must be answered, please circle appropriate answer:

Will food or drink be served? (Circle one) ..... Yes No  
(If Yes need time: Begins: 11 am/pm Ends: 4 am/pm  
**Security must be present**

Will food or drink be sold? (Circle one) ..... Yes No  
(If Yes need time: Begins: 11 am/pm Ends: 4 am/pm  
**Security must be present**

Will there be dancing? (Circle one) ..... Yes No  
(If Yes need time: Begins: \_\_\_\_\_ am/pm Ends: \_\_\_\_\_ am/pm  
**Security must be present**

Will there be a dinner and alcohol served? (Circle one) .... Yes No  
(If Yes need time: Begin: \_\_\_\_\_ am/pm Ends: \_\_\_\_\_ am/pm  
**Security must be present**

\*Will alcoholic beverages be served? (Circle one) ..... Yes No  
(If Yes need time: Begin: \_\_\_\_\_ am/pm Ends: \_\_\_\_\_ am/pm  
**Security must be present**

\*Will alcoholic beverages be sold? (Circle one) ..... Yes No  
(If Yes need time: Begin: \_\_\_\_\_ am/pm Ends: \_\_\_\_\_ am/pm  
**Security must be present**

(\*Serving/Selling alcoholic beverages requires specific insurance coverage)

**ALL REQUIREMENTS OF ABC LICENSING REGULATIONS SHALL BE ADHERED TO**

I, Charlotte Pavelko, agree to follow all rules, regulations and policies of the City of Orange Cove and the Orange Cove Police Department on the use of the facility requested. I understand that I am responsible for any, and all, repair costs for damages to the building, park and/or surrounding areas.

I understand the City of Orange Cove will not be held responsible for items brought to this activity as requested in this application which becomes lost, stolen or damaged before during or after activity. This is to include damage or loss due to any mechanical failure that may occur.

The City of Orange Cove reserves the right to require that the building user provide adequate liability insurance coverage for the City and the user against claiming for money or damages. The City requires a Certificate of Insurance showing that adequate coverage is in effect before the event can be held. The Lessee shall save, keep and hold harmless the City of Orange Cove, its officers, agents, employees, and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason or in the course of use which may be occasioned by any willful or negligent act or omissions of the Lessee, any of the Lessee's employees, or guest. The City of Orange Cove will not be held liable for any accident, loss or damage. I also understand that in accordance with the law smoking is prohibited in public buildings pursuant to Ordinance No. 284. Fire Extinguishers (Use only in case of FIRE.) Notify PD, FD, & City Staff in case of FIRE. **PENAL CODE 603** Warning: \$1,000 fine or 6 months jail sentence for tampering with or misuse of fire equipment.

Signature of Applicant: Charlotte Pavelko Date: February 21, 2017  
RATES AND FEES ARE SUBJECT TO CHANGE UPON CITY COUNCIL APPROVAL,  
AND/OR CITY SPONSORED EVENTS WILL TAKE PRECEDENCE AND MAY BUMP OTHER  
RESERVED EVENTS

-- ALL FEES ARE DUE WITHIN 10 WORKING DAYS OF ACTIVITY DATE. DEPOSIT IS  
DUE WHEN APPLICATION IS SUBMITTED. FEES AND DEPOSITS ARE NOT  
REFUNDABLE IF EVENT IS CANCELED WITHIN 30 DAYS PRIOR TO EVENT. NON-  
REFUNDABLE PROCESSING FEE IS DUE WHEN APPLICATION IS SUBMITTED.

---

## CITY OF ORANGE COVE UNIFORMED SECURITY GUARD REQUIREMENTS

---

Private security officers are required whenever there is a dance, dinner, and/or alcoholic beverages being served at any function being held at a City owned facility.

All Security Companies must be **Licensed** with the Department of Consumer Affairs, Bureau of Security and Investigating Services. The Security companies must have a business license to do business in the City of Orange Cove and must be turned in with the application.

Private security companies are listed in the telephone directory, internet, and on the State web site [www.bsis.ca.gov](http://www.bsis.ca.gov)

---

- **Security shall be responsible for maintaining the maximum load count at 455 or less persons.**

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

**RULES FOR THE USE OF THE ORANGE COVE COMMUNITY CENTER**

1. **As per the Orange Cove Police Department requirements there shall be one uniformed security guard for every 50 people present and no less than 3 uniformed security guards at any given time per event.** There shall be a least one uniformed security guard at the entrance of the community center patrolling the entrance and the hall corridor at all times during the social function. There shall be a least two uniformed security guards in the center at all times. Uniformed security guard firm shall be licensed with the City and State of California and have the proper insurance/bonding. \_\_\_\_\_  
Initial.
2. Hours of operation shall not exceed 12:00 midnight unless approved by the City Council/Police Department. The consumption of alcoholic beverages (no bottled or glass containers) is allowed only inside the gym with proper supervision and prior approval by the City Council. \_\_\_\_\_ Initial.
3. There shall be no bottled alcohol beverages allowed while entering into the building other than what is being hosted by the party. \_\_\_\_\_ Initial.
4. The use of restrooms is limited only to those at the main entrance. \_\_\_\_\_ Initial.
5. The party will be responsible for verifying the possession of required invitation. Admittance will only be allowed after proof of invitation. A uniformed security guard can be accompanied with the party checking the invitation. \_\_\_\_\_ Initial.
6. The party shall adhere to the City of Orange Cove Social Host Ordinance \_\_\_\_\_ Initial.
7. Attendance shall never exceed the number approved by the City Council \_\_\_\_\_ Initial.
8. There shall be no use of the kitchen area after finishing with dinner except for the kitchens cleaning \_\_\_\_\_ Initial.
9. Anchor Avenue entrance will be used as the main entrance for all events \_\_\_\_\_ Initial.
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11. All children are to remain inside the center with proper supervision \_\_\_\_\_ Initial.
12. The center shall be kept clean and free of litter at all times \_\_\_\_\_ Initial.
13. Expected attendance must correspond to the number stated on application. Any violation in this manner will result in stoppage of further entry or cancellation of the event for public safety. \_\_\_\_\_ Initial.
14. Guests must remain in the center while event is in progress \_\_\_\_\_ Initial.
15. All acoustical panels and sound system equipment must not be disturbed, dirtied, or damaged \_\_\_\_\_ Initial.
16. I, understand and agree to all of the stipulations mentioned above and will adhere to them accept all responsibility if violated.  
SIGNATURE OF RESPONSIBLE PARTY \_\_\_\_\_



**----OFFICE USE ONLY----**

**Date Submitted:** \_\_\_\_\_

**FINANCE DEPARTMENT:**

FEES PAID? \_\_\_\_ YES \_\_\_\_ NO (IF YES HOW MUCH? \_\_\_\_\_ DATE: \_\_\_\_\_)  
DEPOSIT? \_\_\_\_ YES \_\_\_\_ NO (IF YES HOW MUCH? \_\_\_\_\_ DATE: \_\_\_\_\_)

APPLICATION REQUEST: \_\_\_\_\_ GRANTED \_\_\_\_\_ DENIED  
INVITATION REQUIRED: \_\_\_\_\_ YES \_\_\_\_\_ NO  
SECURITY REQUIRED: \_\_\_\_\_ YES \_\_\_\_\_ NO

Date:

Signature: \_\_\_\_\_  
City Manager

Reason if application is denied: \_\_\_\_\_



For the Meeting of: March 8, 2017  
Agenda Item No.:

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Resolution Approving Contract with Bureau of Reclamation for  
Temporary Water Service, Section 215  
**Attachments:** Resolution

### RECOMMENDATION:

Council approve the attached Contract for Temporary Water Service with the United States Bureau of Reclamation for use of un-storable flood waters for the 2017-2018 water year and authorize the City Manager to sign the contract.

### EXECUTIVE SUMMARY:

The Bureau of Reclamation has requested that the City Council approve the attached resolution for un-storable flood waters from the San Joaquin River in anticipation of a higher than normal runoff this spring. The City would be able to purchase these un-storable flood waters at a reduced price.

### BACKGROUND:

The City of Orange Cove has a contract to obtain up to 1,400 acre-feet (a-f) of water annually from the Bureau of Reclamation through the Central Valley Project, which includes Millerton Lake and Friant-Kern Canal. In addition the City has an agreement with Lower Tule Irrigation District to obtain up to 2,000 a-f of water if needed each year, if available. Water use by the City has fluctuated widely over the past 3 years due to the drought. The last "normal" year was 2013 which was about 2,000 a-f.

If an unusually large supply of water is available, the Bureau may make that water available to the City under Section 215 of the Act adopted October 12, 1982. Section 215 water is sold at a

Prepared by: GH

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

REVIEW: City Manager: GH

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

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

### TYPE OF ITEM:

### COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

reduced rate, which will be \$35.90 per a-f. The current Bureau of Reclamation cost for the City's contract water is \$54.05 per a-f. The last year that the City bought water from Lower Tule the cost was about \$100 per a-f.

Approval of this contract by the Bureau will be contingent upon higher than average rain and snow fall resulting in un-storable flood waters. Having approval of this contract now by the City means that we could take advantage of cheaper Section 215 water as soon as it is available.

**REASON FOR RECOMMENDATION:**

Approval of the Contract for Temporary water Service with the United States Bureau of Reclamation will put the City in the position to receive cheaper Section 215 water if and when it is available.

**FISCAL IMPACT:**

The City may save money on the cost of water purchased from the Bureau of Reclamation if higher than normal runoff water is available.

**ALTERNATIVES:**

Council may choose not to approve the contract.

**ACTIONS FOLLOWING APPROVAL:**

The City Manager will sign the Contract for Temporary Water Service if un-storable water is available from the Bureau of Reclamation.

**CONFLICT OF INTEREST:**

None.

RESOLUTION NO. 2017-07

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
APPROVING AGREEMENT WITH UNITED STATES BUREAU OF RECLAMATION FOR  
TEMPORARY WATER SERVICE FOR THE 2017-2018 WATER YEAR

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

WHEREAS, the Bureau may determine that an unusually large water supply that is un-storable may become available to Project contractors under Section 215 of the Act of October 12, 1982; and

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

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The City Council approves the Agreement for Temporary Water Service with the United States in substantially the same form as shown in Exhibit A attached hereto.
3. The City Manager is authorized to sign the Agreement for Temporary Water Service on behalf of the City.
6. 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.
7. 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 March 8, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

June Bracamontes, City Clerk

Exhibit A

Temporary Water Service – Contract Year 2017

M&I Only

Contract No. 17-WC-20-5009

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Friant Division, Central Valley Project, California

CONTRACT FOR TEMPORARY WATER SERVICE  
BETWEEN THE UNITED STATES  
AND  
CITY OF ORANGE COVE

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Exhibit A – Contractor's Service Area Map

Exhibit B – Rates and Charges

RECEIVED

FEB 21 2017

BY: \_\_\_\_\_

1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Friant Division, Central Valley Project, California

5 CONTRACT FOR TEMPORARY WATER SERVICE  
6 BETWEEN THE UNITED STATES  
7 AND  
8 CITY OF ORANGE COVE

9 THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
10 pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or  
11 supplementary thereto including the Acts of August 26, 1937 (50 Stat. 844), as amended  
12 and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,  
13 October 12, 1982 (96 Stat. 1263), and October 30, 1992 (106 Stat. 4600), all collectively  
14 hereinafter referred to as the Federal Reclamation law, between the UNITED STATES OF  
15 AMERICA, hereinafter referred to as the United States, and CITY OF ORANGE COVE,  
16 hereinafter referred to as the Contractor;

17 WITNESSETH, That:

18 EXPLANATORY RECITALS

19 [1<sup>st</sup>] WHEREAS, the United States has constructed and is operating the Central  
20 Valley Project, California (Project) for the purposes, among others, of furnishing water for  
21 irrigation, municipal, domestic, mitigation, protection, and restoration of fish and wildlife, and  
22 other beneficial uses; and

23 [2<sup>nd</sup>] WHEREAS, there may be periods of time during the Year in which the  
24 Contracting Officer determines that Temporary Water may be made available from the Friant  
25 Division Project facilities; and

26 [3<sup>rd</sup>] WHEREAS, pursuant to Section 215 of the Act of October 12, 1982  
27 (96 Stat. 1263), neither the ownership limitations of this Act nor the ownership limitations of any  
28 other provision of Federal Reclamation law shall apply to lands which receive Temporary Water  
29 pursuant to this Contract; and

30 [4<sup>th</sup>] WHEREAS, the Contractor is willing to contract with the United States pursuant  
31 to terms and conditions of this Contract to obtain a supply of Temporary Water from said  
32 Project facilities; and

33 [5<sup>th</sup>] WHEREAS, a Categorical Exclusion Checklist for this Contract was signed on  
34 December 14, 2016, in accordance with the National Environmental Policy Act;

35 NOW, THEREFORE, in consideration of the mutual and dependent covenants  
36 herein contained, the parties mutually agree as follows:

37 DEFINITIONS

38 1. When used herein, unless otherwise distinctly expressed or manifestly  
39 incompatible with the intent hereof, the term:

40 (a) "Calendar Year" shall mean the period January 1 through December 31,  
41 both dates inclusive;

42 (b) "Charges" shall mean the payments required by Federal Reclamation law  
43 in addition to the Rates specified in this Contract, as determined annually by the Contracting  
44 Officer pursuant to this Contract;

45 (c) "Contracting Officer" shall mean the Secretary of the Interior's duly  
46 authorized representative acting pursuant to this Contract or applicable Reclamation law or  
47 regulation;



48                   (d)    "Contractor's Service Area" shall mean the area to which the Contractor is  
49   permitted to provide Temporary Water under this Contract as depicted in Exhibit A attached  
50   hereto, which may be modified upon the mutual written agreement of the parties hereto without  
51   amendment of this Contract;

52                   (e)    "Irrigation Water" shall mean Temporary Water used to irrigate land  
53   primarily for the production of commercial agricultural crops or livestock, and domestic and  
54   other uses that are incidental thereto. It does not include uses such as watering golf courses;  
55   lawns and ornamental shrubbery used in residential and commercial landscaping, household  
56   gardens, parks and other recreational facilities; pasture for animals raised for personal purposes  
57   or for nonagricultural commercial purposes; cemeteries; and similar uses (except to the extent  
58   that some of these uses may be incidental to uses that are primarily agricultural). It also does not  
59   include commercial agricultural uses that do not require irrigation, such as fish farms and  
60   livestock production in confined feeding or brooding operations;

61                   (f)    "Municipal and Industrial Water" or "M&I Water" shall mean Temporary  
62   Water, other than Irrigation Water, used for human use and purposes such as the watering of  
63   landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment or water  
64   delivered to land holdings operated in units of less than five acres unless the Contractor  
65   establishes to the satisfaction of the Contracting Officer that the use of water delivered to any  
66   such landholding is a use described in subdivision (e) of this Article;

67                   (g)    "Operation and Maintenance" or "O&M" shall mean normal and  
68   reasonable care, control, operation, repair, replacement (other than capital replacement), and  
69   maintenance of Project facilities;

70                   (h)    "Operating Non-Federal Entity" shall mean the Friant Water Authority, its  
71 successors or assigns, which has the obligation to operate and maintain Project facilities in the  
72 Friant Division pursuant to a separate agreement with the United States and which may have  
73 funding obligations with respect thereto;

74                   (i)    "Project" shall mean the Central Valley Project owned by the  
75 United States and managed by the Department of the Interior, Bureau of Reclamation;

76                   (j)    "Rates" shall mean the payments determined annually by the Contracting  
77 Officer in accordance with the then-current applicable water ratesetting policies for the Project;

78                   (k)    "Secretary" shall mean the Secretary of the Interior, a duly appointed  
79 successor, or an authorized representative acting pursuant to any authority of the Secretary and  
80 through any agency of the United States Department of the Interior;

81                   (l)    "Temporary Water" shall mean a supply of water made, not to exceed one  
82 year, possible during the Year as a result of an unusually large water supply not otherwise  
83 storable for Project purposes, or infrequent and otherwise unmanaged flood flows of short  
84 duration;

85                   (m)    "Temporary Water Delivered" shall mean Temporary Water made  
86 available for use by the Contractor at the point(s) of delivery approved by the Contracting  
87 Officer, shown on Exhibit A, which may be changed by mutual agreement of the parties hereto  
88 without requiring amendment to this Contract;

89                   (n)    "Temporary Water Scheduled" shall mean Temporary Water to be made  
90 available to the Contractor for which times and quantities for delivery have been established  
91 by the Contractor and Contracting Officer pursuant to Article 4 of this Contract; and

92                   (o)    "Year" shall mean the period from and including March 1 of the

93 Calendar Year through the last day of February of the following Calendar Year.

94 TERM OF CONTRACT

95 2. This Contract shall become effective on the date first hereinabove written and  
96 shall remain in effect through February 28, 2018. This Contract shall not be extended or  
97 renewed and no provision of this Contract shall be construed in any way as a basis for the  
98 Contractor to establish any priority or right to a Project water supply or to obligate the  
99 United States to enter into any other contract.

100 WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

101 3. (a) It is understood and agreed that because of its uncertainty as to availability  
102 and time of occurrence, Temporary Water will be furnished only if, as, and when it can be made  
103 available, as determined by the Contracting Officer. The Contracting Officer shall notify the  
104 Contractor of the time period(s) during which Temporary Water can be made available under this  
105 Contract. Following such notice by the Contracting Officer, consistent with all applicable State  
106 water rights, permits, and licenses; Federal law; and subject to the terms and conditions  
107 hereinafter stated, the United States shall make available for delivery to the Contractor within the  
108 Contractor's Service Area a maximum of 10,000 acre-feet of Temporary Water for Municipal  
109 and Industrial (M&I) purposes; Provided, that the maximum quantity of Temporary Water  
110 provided herein may be increased upon the written mutual agreement of the Parties and without  
111 requiring amendment to this Contract. Temporary Water Delivered to the Contractor in  
112 accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of  
113 Articles 4 and 7 of this Contract.

114 (b) Deliveries of Temporary Water shall be terminated when the Contracting  
115 Officer determines that Temporary Water is no longer available.

116 (c) The Contracting Officers notification of the availability and subsequent non-  
117 availability of Temporary Water may be made either orally or in writing on 24 hours' or less  
118 notice.

119 (d) Delivery and use of the Temporary Water shall be in accordance with all  
120 applicable Federal, state and local laws, rules and regulations and Reclamation policy.

121 (e) The Contractor shall make reasonable and beneficial use of all Temporary  
122 Water furnished pursuant to this Contract.

123 TIME FOR DELIVERY OF WATER

124 4. The Contractor shall submit to the Contracting Officer a written schedule,  
125 satisfactory to the Contracting Officer, showing the monthly quantity and the time for delivery of  
126 the Temporary Water to be made available pursuant to subdivision (a) of Article 3 of this  
127 Contract: *Provided*, That the Contractor shall not schedule Temporary Water in excess of the  
128 quantity that the Contractor intends to put to beneficial use within the Contractor's Service Area,  
129 unless approved pursuant to subdivision (c) of Article 5 of this Contract. Said delivery schedule  
130 and any revisions thereof shall be submitted at such times as determined by the Contracting  
131 Officer and shall be subject to the approval of the Contracting Officer.

132 POINTS OF DELIVERY – RESPONSIBILITY  
133 FOR DISTRIBUTION OF WATER

134 5. (a) All Temporary Water Delivered to the Contractor pursuant to this Contract  
135 shall be measured and recorded with equipment furnished, installed, operated, and maintained by  
136 the Contracting Officer either directly or indirectly through its written agreement(s) with the  
137 Operating Non-Federal Entity, unless undertaken by the Contractor with the consent of the  
138 Contracting Officer, at the point or points of delivery established pursuant to subdivision (a) of  
139 this Article. Upon the request of either party to this Contract, the Contracting Officer shall

140 investigate, or cause to be investigated by the appropriate Operating Non-Federal Entity, the  
141 accuracy of such measurements and shall take any necessary steps to adjust any errors appearing  
142 therein. For any period of time when accurate measurements have not been made, the  
143 Contracting Officer shall make a final determination of the quantity delivered for that period of  
144 time. The Contracting Officer shall consult with Contractor and the Operating Non-Federal  
145 Entity prior to making said determination.

146           (b) Temporary Water Delivered pursuant to this Contract shall only be used  
147 by the Contractor on lands situated within the Contractor's Service Area depicted on Exhibit A;  
148 *Provided*, That Temporary Water Delivered pursuant to this Contract shall not be transferred,  
149 exchanged, or banked for other water supplies without the written approval of the Contracting  
150 Officer prior to the transfer, exchange, or banking and no transfers, exchanges or banking shall  
151 be approved absent all appropriate environmental documentation, including but not limited to  
152 documents prepared pursuant to the National Environmental Policy Act and the Endangered  
153 Species Act.

154           (d) The Contractor shall be responsible for the control, carriage, handling, use,  
155 disposal, or distribution of Temporary Water Delivered to the Contractor pursuant to this  
156 Contract beyond the point(s) of delivery specified in subdivision (a) of this Article. The  
157 Contractor agrees to indemnify the United States for, and hold the United States and all of its  
158 representatives harmless from, all damages resulting from suits, actions, or claims of any  
159 character brought on account of any injury to any person or property arising out of any act,  
160 omission, neglect, or misconduct in the manner or method of performing any duties of the United  
161 States required under this Contract, regardless of who performs those duties. The Contractor  
162 does not agree to indemnify the United States for any damages arising from intentional torts or

malicious actions committed by employees of the United States.

WATER MEASUREMENT WITHIN CONTRACTOR'S SERVICE AREA

6. (a) The Contractor shall ensure that all Temporary Water Delivered for M&I purposes is measured at each M&I service connection. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring methods to ensure its proper management of the Temporary Water and to bill water users for deliveries of such water by the Contractor. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law.

(b) The Contractor shall inform the Contracting Officer and the Operating Non-Federal Entity on or before the 20<sup>th</sup> calendar day of each month of the quantity of M&I Water taken during the preceding month.

PAYMENTS AND ADJUSTMENTS

7. (a) At the time the Contractor submits a delivery schedule, or any revision thereof, pursuant to Article 4 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rates set forth in Exhibit B, for the quantity of Temporary Water Scheduled. Temporary Water shall not be delivered to the Contractor prior to receipt of such advance payment. Temporary Water Scheduled by and Delivered to the Contractor by the United States but subsequently not used by the Contractor shall be considered as having been accepted by the Contractor and no refund shall be made by the United States to the Contractor for such unused Temporary Water: *Provided,*

186 That the Contractor is not required to initially schedule the maximum amount of water specified  
187 in subdivision (a) of Article 3 of this Contract.

188 (b) In addition to payment of the Rates in subdivision (b) of this Article, the  
189 Contractor shall pay all Charges for Temporary Water Delivered before the end of the month  
190 following the month of delivery at the charge set forth in Exhibit B. On or before September 15,  
191 the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during  
192 the period October 1 of the current Calendar Year, through September 30, of the following  
193 Calendar Year, and such Charges shall override the Charges in Exhibit B. All Charges due shall  
194 be based on the quantities of M&I Water shown in the United States' Monthly Water Statement  
195 (MWS) for the subject month. The MWS shall be regarded by the Contractor as a bill for the  
196 payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment of  
197 Charges shall be accomplished through the adjustment of Charges due to the United States in the  
198 next month.

199 (c) Within 60 days of the expiration of this Contract, any payment made by  
200 the Contractor in excess of the total amount due to the United States pursuant to this Contract  
201 shall, at the option of the Contractor, be refunded by the United States to the Contractor or  
202 credited against other obligations due to the United States by the Contractor. With respect to  
203 overpayment, such refund or credit shall constitute the sole remedy of the Contractor or anyone  
204 having, or claiming to have by or through the Contractor, the right to the use of any of the  
205 Temporary Water supply provided for herein.

206 (d) Payments to be made by the Contractor to the United States under this  
207 Contract may be paid from any revenues available to the Contractor.

208

209 RETURN FLOWS

210 8. The United States reserves the right to all seepage and return flow water derived  
211 from Temporary Water Delivered to the Contractor hereunder which escapes or is discharged  
212 beyond the Contractor's Service Area: *Provided*, That this shall not be construed as claiming for  
213 the United States any right to seepage or return flow being put to reasonable and beneficial use  
214 pursuant to this Contract within the Contractor's Service Area by the Contractor or those  
215 claiming by, through, or under the Contractor.

216 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

217 9. (a) The O&M of certain Project facilities which serve the Contractor, and  
218 responsibility for funding the costs of such O&M, have been transferred to the Operating Non-  
219 Federal Entity by separate agreement between the United States and the Operating Non-Federal  
220 Entity.

221 (b) The Contractor shall pay directly to the Operating Non-Federal Entity, or  
222 to any successor approved by the Contracting Officer, all rates, charges, or assessments of any  
223 kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or  
224 such successor determines, sets, or establishes for the O&M of the Project facilities operated and  
225 maintained by the Operating Non-Federal Entity. Such direct payments to the Operating  
226 Non-Federal Entity or such successor shall not relieve the Contractor of its obligation to pay  
227 directly to the United States the Contractor's share of the Project Rates and Charges, except to  
228 the extent the Operating Non-Federal Entity or such successor collects payments on behalf of the  
229 United States.

230 (c) For so long as the O&M of any Project facilities serving the Contractor is  
231 performed by the Operating Non-Federal Entity, or any successor thereto, the Contracting  
232 Officer shall adjust those components of the Rates for water delivered under this Contract



233 representing the cost associated with the activity being performed by the Operating Non-Federal  
234 Entity or its successor.

235 (d) In the event the O&M of the Project facilities operated and maintained by  
236 the Operating Non-Federal Entity, or any successor thereto, is re-assumed by the United States  
237 during the term of this Contract, the Contracting Officer shall so notify the Contractor, in  
238 writing, and present to the Contractor a revised Exhibit B which shall include the portion of the  
239 Rates to be paid by the Contractor for the water under this Contract representing the O&M costs  
240 of the Project facilities which have been re-assumed. The Contractor shall, thereafter, in the  
241 absence of written notification from the Contracting Officer to the contrary, pay the Rates and  
242 Charges specified in the revised Exhibit B directly to the United States in compliance with  
243 Article 7 of this Contract.

244 OPINIONS AND DETERMINATIONS

245 10. (a) Where the terms of this Contract provide for actions to be based upon the  
246 opinion or determination of either party to this Contract, said terms shall not be construed as  
247 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or  
248 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly  
249 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,  
250 or unreasonable opinion or determination. Each opinion or determination by either party shall be  
251 provided in a timely manner. Nothing in subdivision (a) of this Article is intended to or shall  
252 affect or alter the standard of judicial review applicable under Federal law to any opinion or  
253 determination implementing a specific provision of Federal law embodied in statute or  
254 regulation.

255 (b) The Contracting Officer shall have the right to make determinations  
256 necessary to administer this Contract that are consistent with the provisions of this Contract, the  
257 laws of the United States and the State of California, and the rules and regulations promulgated  
258 by the Secretary. Such determinations shall be made in consultation with the Contractor to the  
259 extent reasonably practicable.

260 PROTECTION OF WATER AND AIR QUALITY

261 11. (a) Project facilities used to make available and deliver Temporary Water to  
262 the Contractor shall be operated and maintained in the most practical manner to maintain the  
263 quality of the Temporary Water at the highest level possible as determined by the Contracting  
264 Officer; *Provided:* That the United States does not warrant the quality of the Temporary Water  
265 delivered to the Contractor and is under no obligation to furnish or construct water treatment  
266 facilities to maintain or improve the quality of Temporary Water Delivered to the Contractor.

267 (b) The Contractor shall comply with all applicable water and air pollution  
268 laws and regulations of the United States and the State of California and shall obtain all required  
269 permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
270 delivery of Temporary Water by the Contractor; and shall be responsible for compliance with all  
271 Federal, State, and local water quality standards applicable to surface and subsurface drainage  
272 and/or discharges generated through the use of Federal or Contractor facilities or Temporary  
273 Water provided by the Contractor within the Contractor's Service Area.

274 (c) This Article shall not affect or alter any legal obligations of the Secretary  
275 to provide drainage or other discharge services.

276 CHARGES FOR DELINQUENT PAYMENTS

277 12. (a) The Contractor shall be subject to interest, administrative, and penalty  
278 charges on delinquent payments. If a payment is not received by the due date, the Contractor  
279 shall pay an interest charge on the delinquent payment for each day the payment is delinquent  
280 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in  
281 addition to the interest charge, an administrative charge to cover additional costs of billing and  
282 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor  
283 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the  
284 payment is delinquent beyond the due date, based on the remaining balance of the payment due  
285 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt  
286 collection services associated with a delinquent payment.

287 (b) The interest rate charged shall be the greater of either the rate prescribed  
288 quarterly in the Federal Register by the Department of the Treasury for application to overdue  
289 payments, or the interest rate of 0.5 percent per month. The interest rate charged will be  
290 determined as of the due date and remain fixed for the duration of the delinquent period.

291 (c) When a partial payment on a delinquent account is received, the amount  
292 received shall be applied first to the penalty charges, second to the administrative charges, third  
293 to the accrued interest, and finally to the overdue payment.

294 EQUAL EMPLOYMENT OPPORTUNITY

295 13. During the performance of this Contract, the Contractor agrees as follows:

296 (a) The Contractor will not discriminate against any employee or applicant for  
297 employment because of race, color, religion, sex, sexual orientation, gender identity, disability,  
298 or national origin. The Contractor will take affirmative action to ensure that applicants are  
299 employed, and that employees are treated during employment, without regard to their race, color,  
300 religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall  
301 include, but not be limited to the following: employment, upgrading, demotion, or transfer;  
302 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of  
303 compensation; and selection for training, including apprenticeship. The Contractor agrees to  
304 post in conspicuous places, available to employees and applicants for employment, notices to be  
305 provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

306 (b) The Contractor will, in all solicitations or advertisements for employees  
307 placed by or on behalf of the Contractor, state that all qualified applicants will receive  
308 consideration for employment without regard to race, color, religion, sex, sexual orientation,  
309 gender identity, disability, or national origin.

310 (c) The Contractor will send to each labor union or representative of workers  
311 with which it has a collective bargaining agreement or other contract or understanding, a  
312 notice, to be provided by the Contracting Officer, advising the labor union or workers'  
313 representative of the Contractor's commitments under Section 202 of Executive Order 11246  
314 of September 24, 1965 (EO 11246), and shall post copies of the notice in conspicuous places  
315 available to employees and applicants for employment.

316 (d) The Contractor will comply with all provisions of EO 11246, and of the  
317 rules, regulations, and relevant orders of the Secretary of Labor.

318 (e) The Contractor will furnish all information and reports required by  
319 EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant  
320 thereto, and will permit access to its books, records, and accounts by the Bureau of Reclamation  
321 (Contracting Agency) and the Secretary of Labor for purposes of investigation to ascertain  
322 compliance with such rules, regulations, and orders.

323 (f) In the event of the Contractor's noncompliance with the nondiscrimination  
324 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may  
325 be canceled, terminated or suspended in whole or in part and the Contractor may be declared

326 ineligible for further Government contracts in accordance with procedures authorized in  
327 EO 11246, and such other sanctions may be imposed and remedies invoked as provided  
328 in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided  
329 by law.

330 (g) The Contractor will include the provisions of paragraphs (a) through (g) in  
331 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
332 Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be  
333 binding upon each subcontractor or vendor. The Contractor will take such action with respect to  
334 any subcontract or purchase order as may be directed by the Secretary of Labor as a means of  
335 enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in  
336 the event the Contractor becomes involved in, or is threatened with, litigation with a  
337 subcontractor or vendor as a result of such direction, the Contractor may request the United  
338 States to enter into such litigation to protect the interests of the United States.

339 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

340 14. (a) The obligation of the Contractor to pay the United States as provided in  
341 this Contract is a general obligation of the Contractor notwithstanding the manner in which the  
342 obligation may be distributed among the Contractor's water users and notwithstanding the  
343 default of individual water users in their obligations to the Contractor.

344 (b) The payment of charges becoming due pursuant to this Contract is a  
345 condition precedent to receiving benefits under this Contract. The United States shall not make  
346 Temporary Water available to the Contractor through the Friant Division Project facilities during  
347 any period in which the Contractor is in arrears in the advance payment of the Rates or payment  
348 of the applicable Charges due the United States. The Contractor shall not deliver Temporary  
349 Water under the terms and conditions of this Contract for lands or parties that are in arrears in the  
350 advance payment of water rates, operation and maintenance charges, or the payment of  
351 construction charges as levied or established by the Contractor.

352 BOOKS, RECORDS, AND REPORTS

353 15. (a) The Contractor shall establish and maintain accounts and other books and  
354 records pertaining to administration of the terms and conditions of this Contract, including the  
355 Contractor's financial transactions; water supply data; project operation, maintenance, and  
356 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop  
357 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting  
358 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on  
359 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws  
360 and regulations, each party to this Contract shall have the right during office hours to examine  
361 and make copies of the other party's books and records relating to matters covered by this  
362 Contract.

363 (b) Nothing in this Article 15 shall be construed to limit or constrain the  
364 ability of the Contracting Officer to conduct contract compliance reviews of this Contract in

365 accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised  
366 September 29, 2014, as may be further revised, amended, modified, or superseded.

367 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

368 16. The expenditure or advance of any money or the performance of any obligation of  
369 the United States under this Contract shall be contingent upon appropriation or allotment of  
370 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any  
371 obligations under this Contract. No liability shall accrue to the United States in case funds are  
372 not appropriated or allotted.

373 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

374 17. The provisions of this Contract shall apply to and bind the successors and assigns  
375 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein  
376 by either party shall be valid until approved in writing by the other party.

377 OFFICIALS NOT TO BENEFIT

378 18. No Member of or Delegate to the Congress, Resident Commissioner, or official of  
379 the Contractor shall benefit from this Contract other than as a water user or landowner in the  
380 same manner as other water users or landowners.

381 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

382 19. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
383 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V,  
384 as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,  
385 Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990  
386 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, as well  
387 as with their respective implementing regulations and guidelines imposed by the  
388 U.S. Department of the Interior and/or Bureau of Reclamation.

389 (b) These statutes prohibit any person in the United States from being  
390 excluded from participation in, being denied the benefits of, or being otherwise subjected to  
391 discrimination under any program or activity receiving financial assistance from the Bureau of  
392 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this  
393 Contract, the Contractor agrees to immediately take any measures necessary to implement this  
394 obligation, including permitting officials of the United States to inspect premises, programs, and  
395 documents.

396 (c) The Contractor makes this agreement in consideration of and for the  
397 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other  
398 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of  
399 Reclamation, including installment payments after such date on account of arrangements for  
400 Federal financial assistance which were approved before such date. The Contractor recognizes

401 and agrees that such Federal assistance will be extended in reliance on the representations and  
402 agreements made in this Article and that the United States reserves the right to seek judicial  
403 enforcement thereof.

404 (d) Complaints of discrimination against the Contractor shall be investigated  
405 by the Contracting Officer's Office of Civil Rights.

406 NOTICES

407 20. (a) Any notice, demand, or request authorized or required by this Contract  
408 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid,  
409 or delivered to the Area Manager, Bureau of Reclamation, South Central California Area Office,  
410 Fresno, California 93721-1813, and on behalf of the United States, when mailed, postage  
411 prepaid, or delivered to the City Council, 633 6<sup>th</sup> Street, Orange Cove, California 93646. The  
412 designation of the addressee or the address may be changed by notice given in the same manner  
413 as provided in this Article for other notices.

414 (b) At such time as the Contractor provides information to the Contracting  
415 Officer pursuant to subdivision (a) of this Article, a copy of such information shall be provided  
416 to the Operating Non-Federal Entity.

417 MEDIUM FOR TRANSMITTING PAYMENTS

418 21. (a) All payments from the Contractor to the United States under this contract  
419 shall be by the medium requested by the United States on or before the date the payment is due.  
420 The required method of payment may include checks, wire transfers, or other types of payment  
421 specified by the United States.

422 (b) Upon execution of the contract, the Contractor shall furnish the  
423 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose  
424 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising  
425 out of the Contractor's relationship with the United States.

426 CONTRACT DRAFTING CONSIDERATIONS

427 22. This Contract has been negotiated and reviewed by the parties hereto, each  
428 of whom is sophisticated in the matters to which this Contract pertains. The double-spaced  
429 articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one  
430 party shall be considered to have drafted the stated articles.

431                   IN WITNESS WHEREOF, the parties hereto have executed this Contract as of  
432   the day and year first above written.

433                   UNITED STATES OF AMERICA

434                   By: \_\_\_\_\_  
435                   Area Manager,  
436                   South Central California Area Office  
437                   Bureau of Reclamation

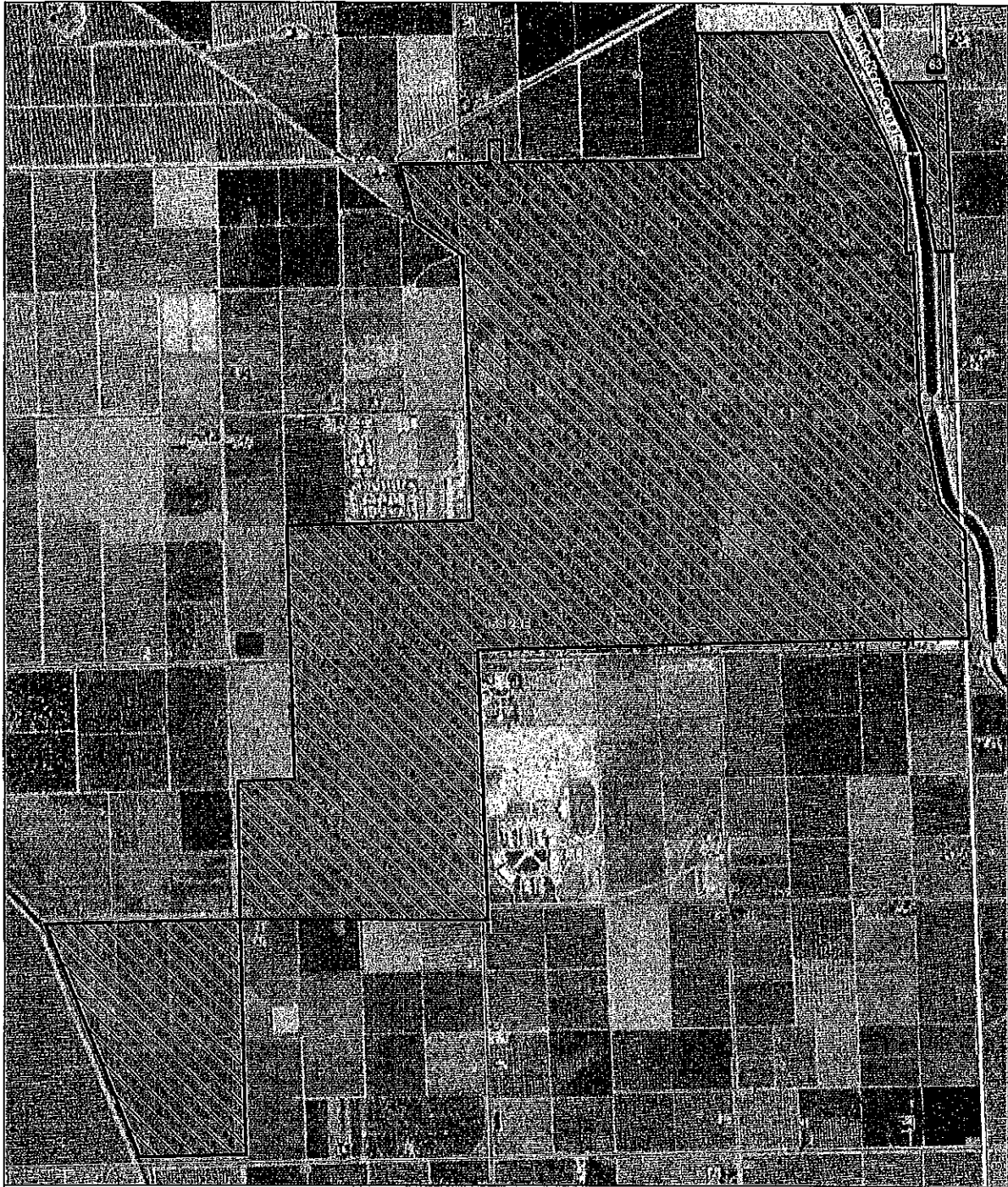
438                   CITY OF ORANGE COVE  
439



440                   By: \_\_\_\_\_  
                    President, City Council

441   (SEAL)

442   Attest:

443   By: \_\_\_\_\_  
444   Secretary, City Council



 Water District Boundary  
 Contractor's Service Area

## CITY OF ORANGE COVE

Contract No. 17-WC-20-5009

EXHIBIT A

**RECLAMATION**  
*Managing Water in the West*

Date: 2/10/2017  
 File Name: \\N:\M\Info\Contract\Files\215\Contract\Files\215\_0117\_20170210.mxd

0 0.275 0.65 Miles

N  
 1785-202-231



**EXHIBIT B**

**Contract Year 2017**  
**Section 215 Water**  
**CITY OF ORANGE COVE**  
**Rates and Charges**  
**(Per Acre-Foot)**

	<b>Irrigation Water</b>	<b>M&amp;I/Other Water</b>
<b>COST-OF-SERVICE RATE</b>		
Capital Component		
Conveyance	\$15.00	\$0.30
O&M Component		
Water Marketing	\$14.61	\$7.85
Conveyance <sup>1</sup>	\$0.00	\$0.00
Conveyance Pumping <sup>1</sup>	\$0.00	\$0.00
<b>Total Cost of Service Rate</b>	<b>\$29.61</b>	<b>\$8.15</b>
<b>CHARGES (Payments in addition to Rates)</b>		
<b>P.L. 102-575 Surcharges<sup>2</sup></b>		
Friant Surcharge	\$7.00	\$7.00
Restoration Fund Surcharge	\$10.23	\$20.45
<b>P.L. 106-377 Assessment<sup>3</sup></b>		
Trinity Public Utilities District	\$0.30	\$0.30
<b>Total Charges and Assessments</b>	<b>\$17.53</b>	<b>\$27.75</b>
<b>Total Per Acre-Foot</b>	<b>\$47.14</b>	<b>\$35.90</b>

Additional details of the rate components are available on the Internet at  
<http://www.usbr.gov/mp/cvp/waterrates/ratebooks/index.html>.

<sup>1</sup> Conveyance and Conveyance Pumping O&M costs have been removed for ratesetting purposes and the Contractor will be directly billed by the Operating Non-Federal Entity.

<sup>2</sup> The P.L. 102-575 Surcharges are required pursuant to Section 3407 of the *Central Valley Project Improvement Act*, Public Law 102-575, Title XXXIV, 106 Stat. 4706, and are determined annually on a fiscal year basis (October 1– September 30). The M&I Surcharge applies to Temporary Water purchased for M&I purposes by any State or local agency or other entity which has not previously been a Project customer prior to October 12, 1992. Entities which held only short-term or interim water service contracts prior to October 31, 1992, without right of renewal, are regarded as not having been a Project customer prior to October 31, 1992.

<sup>3</sup> The Trinity Public Utilities District Assessment is required pursuant to Section 203 of Public Law 106-377, and is determined annually for the period from and including March 1 of each Calendar Year through and including the last day of February of the following Calendar Year.





For the Meeting of: March 8, 2017  
Agenda Item No.:

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Vesting Tentative Map for Tract No. 6116, Joe Serna Estates II  
**Attachments:** Resolution and Tentative Map

### RECOMMENDATION:

Council adopt the attached resolution approving a Vesting Tentative Map for Tract No. 6116, to subdivide an existing 0.78-acre lot into five lots that can be sold for home sites

### EXECUTIVE SUMMARY:

The temporary storm drain basin at the Joe Serna Estates subdivision is no longer needed due to the installation of a storm drain pipeline that was constructed last year. The basin will be backfilled when weather permits. The lots could then be sold at market value. A tentative tract map needs to be approved in order to have saleable lots.

### BACKGROUND:

The 0.78-acre basin property is owned by the City and is one lot that was created when the original tract map was filed. A vesting tentative tract map considered by the Planning Commission at a Public Hearing on February 21, 2017 and they recommend approval by the City Council. Property owners within 300 feet of the property were invited to the Public Hearing with the Planning Commission and no one spoke in opposition to the project. The Council will have the final decision on the Tentative Map. If the tentative map is approved, then a final map will be prepared and recorded.

Five lots can be created, four of which will be 52.5 feet wide and one which will be 65.5 feet in width. All lots will be 122 feet deep, creating lots with a minimum area of about 6,400 square feet. The one wider lot is necessary for an 18-foot easement along the west side of the tract for sewer and storm drain pipelines, as shown on the attached map. The sewer and water services for these

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

lots were installed when the original tract was constructed. Once the weather clears the basin will be filled and the lots will be ready for sale and construction.

The Planning Commission also approved a Variance to allow lots with a width of 52.5 feet, which is less than the required width of 60 feet. The original tract had lots as narrow as 50 feet under a similar variance granted for that tract.

The project qualifies for a Categorical Exemption as Class 32 – Infill Development under the CEQA Statutes and Guidelines. The site is designated as Medium Density Residential on the General Plan Land Use Element and is zoned R-1-6 Single Family Residential Zone District.

**REASON FOR RECOMMENDATION:**

The Vesting Tentative Map meets all of the requirements of the General Plan and with the Variance, the requirements of the Zoning Ordinance.

**FISCAL IMPACT:**

The proceeds from the sale of the 5 lots will go to the General Fund to pay for the basin back filling expense.

**ALTERNATIVES:**

Council may choose not to approve the vesting tentative map.

**ACTIONS FOLLOWING APPROVAL:**

A final map will be prepared and brought back to the Council for approval.

**CONFLICT OF INTEREST:**

None.



For the Meeting of: March 8, 2017  
Agenda Item No.:

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Vesting Tentative Map for Tract No. 6116, Joe Serna Estates II  
**Attachments:** Resolution and Tentative Map

### **RECOMMENDATION:**

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### **EXECUTIVE SUMMARY:**

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### **BACKGROUND:**

The 0.78-acre basin property is owned by the City and is one lot that was created when the original tract map was filed. A vesting tentative tract map considered by the Planning Commission at a Public Hearing on February 21, 2017 and they recommend approval by the City Council. Property owners within 300 feet of the property were invited to the Public Hearing with the Planning Commission and no one spoke in opposition to the project. The Council will have the final decision on the Tentative Map. If the tentative map is approved, then a final map will be prepared and recorded.

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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  
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☐ Continued to: \_\_\_\_\_

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**REASON FOR RECOMMENDATION:**

The Vesting Tentative Map meets all of the requirements of the General Plan and with the Variance, the requirements of the Zoning Ordinance.

**FISCAL IMPACT:**

The proceeds from the sale of the 5 lots will go to the General Fund to pay for the basin back filling expense.

**ALTERNATIVES:**

Council may choose not to approve the vesting tentative map.

**ACTIONS FOLLOWING APPROVAL:**

A final map will be prepared and brought back to the Council for approval.

**CONFLICT OF INTEREST:**

None.

## **RESOLUTION NO. 2017-08**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING VESTING TENTATIVE MAP FOR TRACT NO. 6116 JOE SERNA ESTATES II**

**WHEREAS**, The City of Orange Cove (City) owns a 0.78-acre parcel of land described as Lot 48 of Tract No. 5794, Joe Serna Estates I, according to the map thereof recorded in Volume 79 of Plats at Pages 69, 70 and 71, Fresno County Records; and

**WHEREAS**, the City has filed an application for a vesting tentative map to subdivide the existing parcel into five lots, as shown in attached Exhibit "A"; and

**WHEREAS**, the Orange Cove Planning Commission held a noticed public hearing on February 21, 2017 and received staff reports and gave opportunity for public comment; and

**WHEREAS**, the Orange Cove Planning Commission adopted PC Resolution 2017-02 recommending that the City Council approve Vesting Tentative Tract Map No. 6116 with conditions; and

**WHEREAS**, the proposed project qualifies as a Categorical Exemption as Class 32 In-fill Development Projects according to the California Environmental Quality Act Statutes and Guidelines.

**NOW, THEREFORE BE IT RESOLVED**, that the Planning Commission takes the following actions:

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. Vesting Tentative Tract Map No. 6116 as shown in attached Exhibit "A" is hereby approved, subject to the Conditions of Approval in attached Exhibit "B."
3. A Categorical Exemption under the CEQA Statutes and Guidelines is hereby approved for the project.
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.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on the 8th day of March, 2017, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

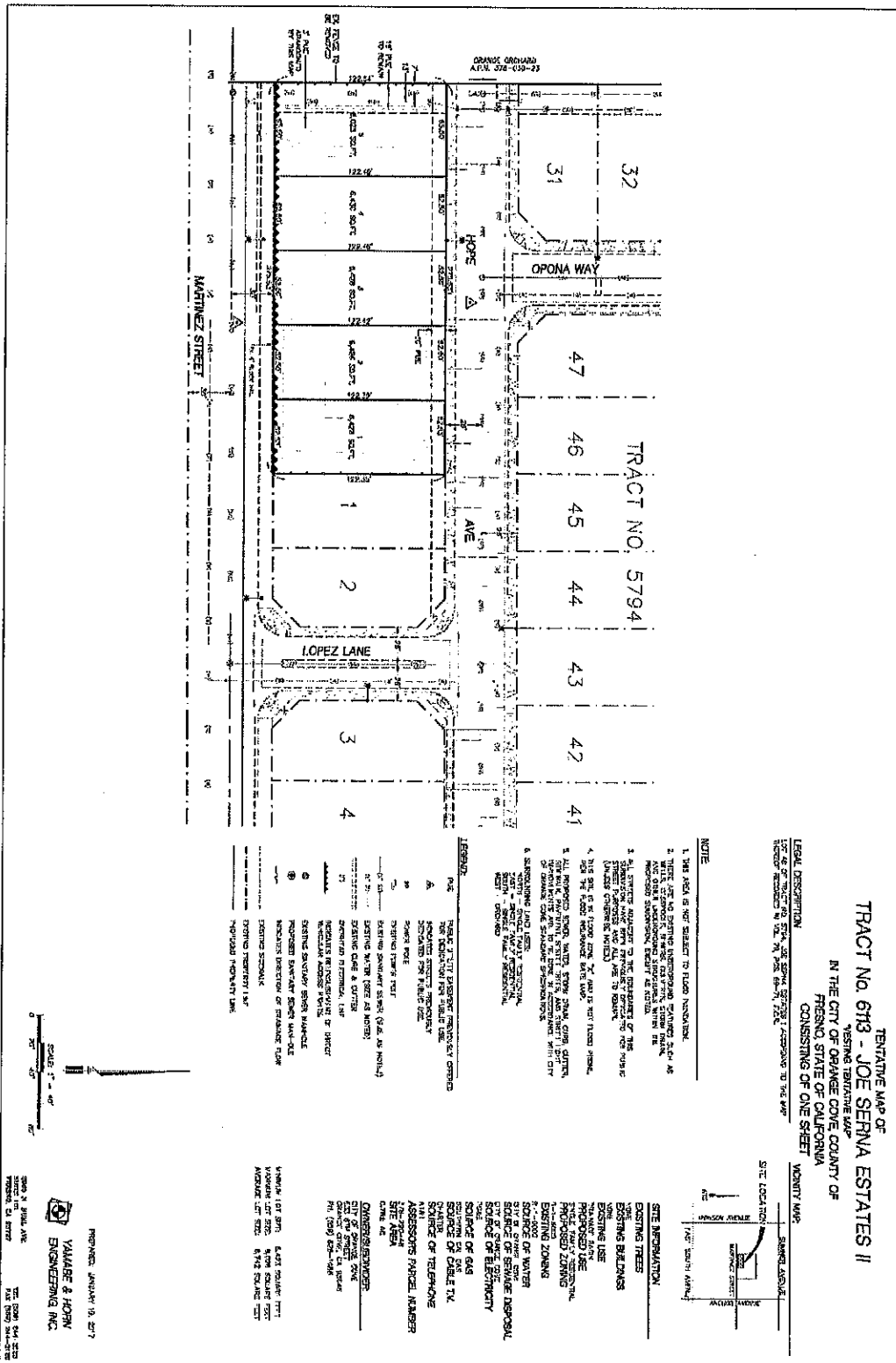
ATTEST:

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June Bracamontes, City Clerk



## EXHIBIT "A"



## EXHIBIT "B"

### Engineering Conditions

#### A. Maps and Plans

1. The subdivider shall have a final tract map prepared, in the form prescribed by the Subdivision Map Act and City of Orange Cove Municipal Code, by a registered civil engineer or licensed land surveyor. The final tract map shall be submitted to the City of Orange Cove, and shall include, but not be limited to, final tract map, drawn at a scale of 1" = 100', the current filing fee, closure calculations, current preliminary title report, legal descriptions and drawings of required dedications, and engineered improvement plans.

2. The subdivider shall submit a set of construction plans on 24" x 36" sheets for all required improvements. These plans shall be prepared by a registered civil engineer, and shall include a site grading and drainage plan and an overall site utility plan showing locations and sizes of sewer and water mains, laterals, manholes, meters, valves, hydrants, etc. All plans shall be approved by the City and all other involved agencies prior to the release of any development permits.

Prior to beginning any construction, or within twenty (20) calendar days after the approved plans are released by the City, the subdivider shall submit to the City Engineer one (1) reproducible and two (2) blue-line copies of the approved set of construction plans, and two (2) bound sets of the approved construction specifications, if any.

Within twenty (20) calendar days after all improvements have been constructed and accepted by the City, the subdivider shall submit to the City of Orange Cove Engineering Division one (1) reproducible and (2) blue-line copies of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT".

#### B. General

1. The subdivider shall install monuments at all section corners, quarter section corners, angle points, beginning of curves and end of curves on major streets adjacent to the tract.

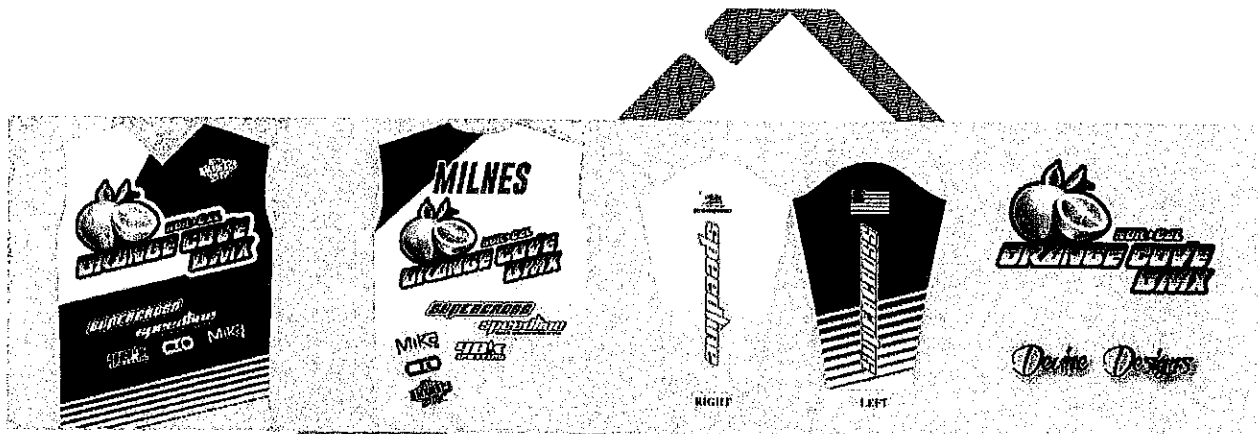
2. The subdivider shall comply with all conditions set forth in Title 16 of the Orange Cove Municipal Code (Subdivisions).

3. Applicant shall pay all applicable development impact fees at the rate in effect at the time of payment.

4. The subdivider shall furnish security in a sum to be determined by the City Engineer, prior to final acceptance of the off-site improvements by the City, for the guarantee and warranty of the improvements for a period of one year following the completion and acceptance thereof by the City Council.

5. The subdivider shall submit a soils report or a waiver of soils report for approval by the City Engineer.
6. The subdivider shall comply with the requirements of the Pacific, Gas and Electric Company (P.G. & E.), Southern California Gas Co., AT & T, and Charter Cable Co. It shall be the responsibility of the subdivider to notify P.G. & E and AT & T to remove or relocate utility poles where necessary.
7. The subdivider shall comply with, and be responsible for obtaining encroachment permits from the City of Orange Cove for all work performed within the City's right-of-way.
8. The subdivider shall install all off-site improvements in accordance with the City of Orange Cove standards and specifications.
9. All existing overhead and any new utility facilities located on-site or within the street right-of-way along the streets adjacent to this tract shall be undergrounded unless otherwise approved by the City Engineer. Utilities to the existing house shall be undergrounded.
10. If the overall subdivision is to be built in stages or phases, then each stage or phase shall have adequate access as required by the Sherriff's and Fire Departments, and the City Engineer. The subdivider shall submit a schedule showing the sequence of development within the area covered by the tentative map.
11. During the site construction, any public streets fronting the project shall be kept clear of any construction or landscaping debris and shall not be used as a storage area for equipment, materials, or other items.
12. In order to provide for reasonable municipal protection during all phases of constructing, the subdivider shall maintain pedestrian and vehicular access to all buildings to the satisfaction of the Fire Department, Sheriff's Department, and City Engineer.
13. The subdivider shall be responsible for all actions of his contractors and subcontractors during the course of any work occurring on the site. The subdivider shall designate, in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the subdivider. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the subdivision. During periods when work is suspended, arrangements acceptable to the City Engineer shall be made for any emergency work which may be required. When the subdivider or his authorized representative is not present on any particular part of the work where it may be desired to give directions, orders may be given by the City Engineer which shall be received and obeyed by the person or persons in charge of the particular work in reference to which the orders are given. Whenever orders are given to the subdivider's representative or superintendent or foreman to do

work required for the convenience and safety of the general public because of inclement weather or any other such cause, such work shall be done at the subdivider's expense.



### Logos and Jerseys:

The graphics above represent a draft track logo and jersey design.

### Relevant Experience:

The "Hanford BMX Race Team" (The Team) is a nonprofit corporation as described by IRS code 501c3. The Team is open to all members of the community. The Team was originally organized without nonprofit status in 2009 to serve ridership at BMX tracks in the local area including Hanford, Fresno, Reedley, Bakersfield, and Lemoore. The Team races on the local, state and national level under the USABMX sanction, reaching top ten status on the national level for the last 3 years. In addition to competition, The Team provides training opportunities for riders of all levels. Members of the community and riders of all skill levels are welcomed and encouraged to develop their skills through coaching by USABMX certified coaches and professional riders. Notably, The Team trains with Olympic and international riders year-round. All local riders are encouraged to participate in track events with these elite riders. In addition to promoting training and racing activities, The Team seeks to support local riders through sponsorship programs. Specifically, these sponsorships will be used to mitigate expenses associated with race entry fees, team jerseys, and travel expenses to racing events.

## References:

Tony Hoffman – Olympic BMX coach, Director, Freewheel Project, 559-392-8897

John Anderson – Track Operator, Spreckel's Park BMX, 209-239-1438

Mike Melvin – Team Manager and Mechanic, Spreckel's Park BMX, 209-552-5290

Ryan Garcia – Track Operator, Woodward Park BMX, 559-960-0316

Martin Devine – City Council Member, Hanford, 559-212-8709

## Support Team:

The Team is supported by a group of volunteers.

- Philip Alonzo – USABMX Track Operator (7 years)
  - Philip has raced BMX since his youth. In addition to serving as Track Operator for the Hanford BMX Race Track, he supports local tracks in Fresno, Reedley and Lemoore.
- Matthew Milnes – USABMX Certified Coach (2 years)
  - Matthew has raced BMX at the local, state and national level. He was the #1 state champion in 2011. He currently races in the State Championship series and coaches local riders.
- Sean Breen – Event operations (2 years)
  - Sean works with The Team to coordinate local races.
- David Brownson – Event operations (3 years)
  - David works with The Team to coordinate local races.
- Mike Lee – Event operations (2 years)
  - Mike works with The Team to coordinate local races.
- Board of Directors
  - Philip Alonzo
  - Megan Morse
  - Kevin Brooks
  - Millicia Brooks

Board members serve as the governing body for The Team and direct the work of volunteers. Additional volunteers are available as needed for large race events.

## Project Approach:

The Team plans to present quarterly updates to the City. Updates will include: 1) Past race information, 2) Upcoming race events, 3) Maintenance and upkeep report, 4) Other information as requested.

### Timeframe for completion:

The Team is prepared to begin operations immediately.

### Scope of Work:

The Team will provide staff and volunteers to operate a regular BMX race program sanctioned under USABMX. Racing and practice events will be held weekly. In addition to weekly events, annual race events will include the following:

- State Championship Race Series (SCR)
  - The SCR is held annually as part of a statewide series of races. Rider count for SCR events range from 300-400 riders with an additional 400-600 spectators.
- Olympic Day Race
  - The Olympic Day Race is a free race held annually. All members of the community are encouraged to participate free of charge.
- Bob Warnicke Memorial Scholarship Race
  - The Bob Warnicke race supports a scholarship fund managed by USABMX. Members of USABMX are eligible to apply for this scholarship to provide support for college related expenses.
- Race For Life (RFL)
  - The RFL is an annual race whose proceeds are donated to the Leukemia and Lymphoma Society to support cancer treatment and research.
- Large scale regional and national racing events will be held on site as coordinated through USABMX.

The Team requests consideration from the City of Orange Cove for support with the following items:

- Access to equipment such as a backhoe or bobcat loader for periodic track maintenance.
- Maintenance of public facilities including grass, lighting, restrooms, concession stand, announcing tower and gate house.
- Utilities including water, electrical and refuse.
- Repair of asphalt riding surface and security doors.
- Airline to operate gate ram.
- Bicycle access to the adjacent park riding facility for combined race/park events.
- Fencing on the first and last straight of the track.
- Pest control, primarily squirrels.

The Team will provide the following for use during sanctioned events:

- Air ram for starting gate.
- Gate control system.

- Starting light.
- Computer server and registration system.
- PA system as needed for large events.
- Loaner bikes and helmets.
- Maintain riding surface.
- Sanctioning through USABMX.
- Insurance through USABMX.
- Awards.
- Flyers and handouts.
- Concession items.
- Social media management.
- The Team enjoys sponsorship support with discounts for equipment purchases from Supercross BMX, Speedline BMX Components, ODI grips and MIKA gloves.

For further details, please contact the following:

- Philip Alonzo (559-572-0533)
- Matthew Milnes (209-629-0292)
- Martin Devine (559-212-8709)





## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

Upon motion of Supervisor Alejo, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Adopted Resolution 17-042 by the Board of Supervisors to maintain trust and safety for local immigrants and designate Monterey County a Welcoming County for immigrants and refugees.

PASSED AND ADOPTED on this 14th day of February 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Parker and Adams  
NOES: Supervisor Phillips  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting on February 14, 2017.

Dated: February 21, 2017  
File ID: 17-0156

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Dennis Hancock*  
Deputy

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Resolution No. 17-042**

Resolution of the Monterey County Board of )  
Supervisors Designating Monterey County a )  
Welcoming County for Immigrants and )  
Refugees, and Declaring the County a Place of )  
Trust and Safety for Local Immigrants..... )

WHEREAS, Monterey County recognizes its long and rich history of immigrants who have contributed to our local economy and have become leaders in agriculture, tourism, the military, education, business, healthcare and other professions; and

WHEREAS, Monterey County is a diverse county with foreign-born residents comprising over 30% of the County's total population and large numbers of undocumented immigrants who face challenges with access and safety due to their status; and

WHEREAS, immigrants, refugees, and other newcomers add significantly to the vitality of the state and national economies, with foreign-born workers representing close to 17% of the current U.S. labor force, and over 33.4 percent of business owners in California; and will account for over 85 percent of the net growth in the U.S. labor force over the next 20 years; and

WHEREAS, the building of a welcoming community is fundamental to a vibrant and inclusive Monterey County, assuring immigrants, refugees, and other newcomers opportunities for economic security, empowerment, civic engagement, safety and freedom from discrimination, oppression and violence; and

WHEREAS, many Monterey County residents have deep concerns about the potential policies and actions by the new federal administration; and

WHEREAS, it is important to make clear that we are one community in Monterey County and all of our children, mothers, fathers, sisters and brothers, regardless of immigration status, contribute to the social and economic fabric of this county; and

WHEREAS, it is important for our Board to make a statement of support to the immigrant community and for the County to be a place of trust and safety for immigrants who live and work in our community; and

WHEREAS, a relationship of trust between California's immigrant residents and our local agencies, including law enforcement, schools and hospitals, is essential to carrying out basic local functions; and that trust is threatened when local agencies are involved in immigration enforcement; and

WHEREAS, ensuring the health, well-being and civil rights of all people regardless of their immigration status, through a dynamic and responsive process that respects the

community's diversity, is a shared responsibility between the Board and all County agencies; and

WHEREAS, a welcoming community addresses language and cultural access barriers to services and participation in civic life, promotes coordination of services and resources for immigrants and refugees across all systems, champions cultural competence and understanding, and strengthens accountability to maintain the highest quality of services for immigrant and refugee communities; and

WHEREAS, Monterey County communities are the most equitable when all residents are fully able to participate in the region's economic vitality, contribute to the region's readiness for the future, and connect to the region's assets and resources; and

WHEREAS, a strong community is one that includes people of all backgrounds and invests in all of its people; and

WHEREAS, Monterey County aspires to be a model for inclusion and equity for all populations, including immigrants, refugees, and other newcomers, through its commitments to support the ongoing inclusion and long-term economic and social integration of newcomers, demonstrates values of unity and understanding, by implementing policies and practices ensuring that interactions between new and longer-term Americans remain positive ones;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Monterey that the Board:

1. Declares and affirms that Monterey County is a Welcoming County; and declares itself a place of trust and safety and urges that no County resources be used to assist in the enforcement of federal immigration law or to gather or disseminate information regarding the immigration status of individuals or any other such personal information unless such assistance is required by Federal or State statute, regulation or court decision; and
2. Urges that no department or employee initiate inquiry or enforcement action based solely on a person's actual or suspected immigration status, national origin, race, ethnicity and/or English proficiency; and
3. Commends the Sheriff's Department for its commitment to not inquire about immigration status when carrying out its duties, to generally not participate in any immigration enforcement raids and to building trust with all communities the department serves; and
4. Directs County departments to review their confidentiality policies to ensure that eligible individuals are not deterred from seeking services or engaging with county services based on immigration status; and
5. Urges, that with regards to juveniles, that all departments respect juvenile confidentiality for all minors regardless of immigration status, pursuant to the recently enacted California Welfare & Institutions Code, Section 831.
6. Commends the District Attorney's Office, which has since 2012 instructed and trained prosecutors pursuant to the Supreme Court case of *Padilla v Kentucky* to consider the

avoidance of adverse immigration consequences in the plea negotiations process as one factor in an effort to reach a just resolution in the case of non-citizen defendants, which has now been codified in California Penal Code, Section 1016.3; and

7. Encourages the Public Defender's Office to continue to provide effective assistance to immigrants facing criminal charges as required by California Penal Code, Section 1016.2; and

8. Supports that all departments continue to support immigrant crime victims and witnesses, and encourages them to come forward to report crime by providing certification of their cooperation (which is needed to obtain humanitarian visas known as the "U Visa") in a fair and timely manner; and

9. Promotes the value among all residents of advancing efforts for integrating immigrant and refugee communities, recognizing that a community is strongest when everyone feels welcomed; and

10. Supports efforts to bring immigrants, refugees, newcomers and the broader community together to develop policies, programs, and initiatives that build welcoming communities and provide all residents with the knowledge and tools to thrive and fully participate in their communities; and

11. Commits to continuing dialogue with all stakeholder in Monterey County concerning any potential inequities in the justice system and commends the work of our local institutions, organizations and individuals who join in building a climate of trust and support for our immigrant community.

**PASSED AND ADOPTED** upon motion of Supervisor Alejo, seconded by Supervisor Salinas carried this 14th day of February 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Parker and Adams

NOES: Supervisor Phillips

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting on February 14, 2017.

Dated: February 14, 2017  
File Number: 17-0156

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Resolution No.**

Resolution of the Monterey County Board of     )  
Supervisors Designating Monterey County a     )  
Welcoming County for Immigrants and     )  
Refugees, and Declaring the County a Place of     )  
Trust and Safety for Local Immigrants.     )

WHEREAS, Monterey County recognizes its long and rich history of immigrants who have contributed to our local economy and have become leaders in agriculture, tourism, the military, education, business, healthcare and other professions; and

WHEREAS, Monterey County is a diverse county with foreign-born residents comprising over 30% of the County's total population and large numbers of undocumented immigrants who face challenges with access and safety due to their status; and

WHEREAS, immigrants, refugees, and other newcomers add significantly to the vitality of the state and national economies, with foreign-born workers representing close to 17% of the current U.S. labor force, and over 33.4 percent of business owners in California; and will account for over 85 percent of the net growth in the U.S. labor force over the next 20 years; and

WHEREAS, the building of a welcoming community is fundamental to a vibrant and inclusive Monterey County, assuring immigrants, refugees, and other newcomers opportunities for economic security, empowerment, civic engagement, safety and freedom from discrimination, oppression and violence; and

WHEREAS, many Monterey County residents have deep concerns about the potential policies and actions by the new federal administration; and

WHEREAS, it is important to make clear that we are one community in Monterey County and all of our children, mothers, fathers, sisters and brothers, regardless of immigration status, contribute to the social and economic fabric of this county; and

WHEREAS, it is important for our Board to make a statement of support to the immigrant community and for the County to be a place of trust and safety for immigrants who live and work in our community; and

WHEREAS, a relationship of trust between California's immigrant residents and our local agencies, including law enforcement, schools and hospitals, is essential to carrying out basic local functions; and that trust is threatened when local agencies are involved in immigration enforcement; and

WHEREAS, ensuring the health, well-being and civil rights of all people regardless of their immigration status, through a dynamic and responsive process that respects the community's diversity, is a shared responsibility between the Board and all County agencies; and

WHEREAS, a welcoming community addresses language and cultural access barriers to services and participation in civic life, promotes coordination of services and resources for

immigrants and refugees across all systems, champions cultural competence and understanding, and strengthens accountability to maintain the highest quality of services for immigrant and refugee communities; and

WHEREAS, Monterey County communities are the most equitable when all residents are fully able to participate in the region's economic vitality, contribute to the region's readiness for the future, and connect to the region's assets and resources; and

WHEREAS, a strong community is one that includes people of all backgrounds and invests in all of its people; and

WHEREAS, Monterey County aspires to be a model for inclusion and equity for all populations, including immigrants, refugees, and other newcomers, through its commitments to support the ongoing inclusion and long-term economic and social integration of newcomers, demonstrates values of unity and understanding, by implementing policies and practices ensuring that interactions between new and longer-term Americans remain positive ones;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Monterey that the Board:

1. Declares and affirms that Monterey County is a Welcoming County; and declares itself a place of trust and safety and urges that no County resources be used to assist in the enforcement of federal immigration law or to gather or disseminate information regarding the immigration status of individuals or any other such personal information unless such assistance is required by Federal or State statute, regulation or court decision; and
2. Urges that no department or employee initiate inquiry or enforcement action based solely on a person's actual or suspected immigration status, national origin, race, ethnicity and/or English proficiency; and
3. Commends the Sheriff's Department for its commitment to not inquire about immigration status when carrying out its duties, to generally not participate in any immigration enforcement raids and to building trust with all communities the department serves; and
4. Directs County departments to review their confidentiality policies to ensure that eligible individuals are not deterred from seeking services or engaging with county services based on immigration status; and
5. Urges, that with regards to juveniles, that all departments respect juvenile confidentiality for all minors regardless of immigration status, pursuant to the recently enacted California Welfare & Institutions Code, Section 831.
6. Encourages the District Attorney's Office to consider the avoidance of adverse immigration consequences in the plea negotiations process as one factor in an effort to reach a just resolution in the case of a non-citizen defendant pursuant to the recently enacted California Penal Code, Section 1016.3; and
7. Encourages the Public Defender's Office to continue to provide effective assistance to immigrants facing criminal charges as required by California Penal Code, Section 1016.2; and
8. Supports that all departments continue to support immigrant crime victims and witnesses, and encourages them to come forward to report crime by providing certification of

their cooperation (which is needed to obtain humanitarian visas known as the "U Visa") in a fair and timely manner; and

9. Promotes the value among all residents of advancing efforts for integrating immigrant and refugee communities, recognizing that a community is strongest when everyone feels welcomed; and

10. Supports efforts to bring immigrants, refugees, newcomers and the broader community together to develop policies, programs, and initiatives that build welcoming communities and provide all residents with the knowledge and tools to thrive and fully participate in their communities; and

11. Commits to continuing dialogue with all stakeholder in Monterey County concerning any potential inequities in the justice system and commends the work of our local institutions, organizations and individuals who join in building a climate of trust and support for our immigrant community.

PASSED AND ADOPTED on this 14th day of February, 2017, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book for the meeting on \_\_\_\_\_.

Dated:

Gail T. Borkowski, Clerk of the Board of  
Supervisors County of Monterey, State of  
California

By \_\_\_\_\_  
Deputy