



AGENDA

Victor P. Lopez, Mayor

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

Gilbert Garcia, Council Member
Josie Cervantes, Council Member

WEDNESDAY, MAY 24, 2017 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. CALL TO ORDER/WELCOME

Roll Call
Invocation
Flag Salute

B. CONFIRMATION OF AGENDA

C. PRESENTATION

D. CONSENT CALENDAR

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

E. ADMINISTRATION

City Engineer:

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

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

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

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

Mayor and City Councilmembers:

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

Recommendation: Council to consider designating a Voting Delegate and Alternate at the League of California Cities Annual Conference September 13-15, 2017

City Manager:

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

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

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

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

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

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

F. PUBLIC FORUM

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

G. CITY MANAGER'S REPORT

H. CITY ATTORNEY'S REPORT

I. CITY COUNCIL COMMUNICATIONS

J. CLOSED SESSION:

9. Conference with Labor Negotiator, Government Code Section 54957.6

- a. City Negotiator: Samuel Escobar
Employee Organization: International Union of Operating Engineers,
Stationary Engineers, Local 39

K. RECONVENE COUNCIL MEETING

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.

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, APRIL 26, 2017 - 6:30 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Victor P. Lopez
Mayor Pro Tem Diana Guerra Silva
Councilmember Gilbert Garcia (absent)
Councilmember Minerva Pineda
Councilmember Josie Cervantes (left at 6:40pm)

STAFF PRESENT: City Manager Samuel A. Escobar
City Attorney, Ernie Tuttle
Police Chief, Marty Rivera
City Clerk June V. Bracamontes

INVOCATION: Mayor Pro Tem Diana Guerra Silva

FLAG SALUTE: Mayor Victor P. Lopez

B. Confirmation of Agenda

No changes

C. Presentation

1. Presentation by Mayor and Councilmembers recognizing and honoring Mr. Juan Garza, Superintendent for Kings Canyon Unified School District

Mayor Victor P. Lopez and the Orange Cove City Councilmembers presented a plaque to Mr. Juan Garza Superintendent

2. Presentation by Mr. Eli Cruz President of D.E.C.D.R.C. regarding Diabetes Education

Not present.

D. Consent Calendar

3. City Warrants for March 2017
4. Adoption of Ordinance 318 Amending Title 15, Chapter 15.04 of the Orange Cove Municipal Code relating to Building and Construction Codes

Upon the motion Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approved the Consent Calendar as presented. (Yes Vote: Lopez, Silva, Cervantes, Pineda)(Absent: Garcia)

Cervantes left 6:37pm

E. Administration

City Engineer:

(Gary Horn not present) (Item presented by the City Manager)

5. **SUBJECT:** Consideration and Discussion regarding the bid for the Park and Anchor Sewer and Water Improvements

Recommendation: Council to consider approving Resolution No. 2017-12 Accepting the bid from Bill Nelson GET, Inc. for the installation of a sewer and water mains and services for \$125,665 and authorize the City Manager to sign a standard construction agreement

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approved Resolution No. 2017-12 Accepting the bid from Bill Nelson GET, Inc. for the installation of a sewer and water mains and services for \$125,665 and authorize the City Manager to sign a standard construction agreement (Yes Vote: Lopez, Silva, , Pineda)(Absent: Garcia and Cervantes)

Capital Rivers representatives presented to Council an update on the Shopping Mall Project and presentation thank council. Moving forward on the project and working with Mr. Horn and the Civil Engineer.

City Manager:

6. **SUBJECT:** Consideration and Discussion regarding the Facilities Use and Maintenance Agreement between the City of Orange Cove and Target Eight Advisory Council

Recommendation: Council to consider approving the Second Amendment Facilities Use and Maintenance Agreement between the City of Orange Cove and Target Eight Advisory Council for two (2) years (July 1, 2017 – June 30, 2019)

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approved the Second Amendment Facilities Use and Maintenance Agreement between the City of Orange Cove and Target Eight Advisory Council for two (2) years (July 1, 2017 – June 30, 2019) (Yes Vote: Lopez, Silva, , Pineda)(Absent: Garcia and Cervantes)

7. **SUBJECT:** Consideration and Discussion regarding the agreement regarding the Sewer Main improvement Project

Recommendation: Council to approve the form of the agreement for the Sewer Main Improvement Project – Sumner Avenue from Monson to Anchor Avenue for the following:

- a. Agreement between the City of Orange Cove and Fresno County
- b. Agreement between the City of Orange Cove and Orange Cove Irrigation District

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approve the above items (a) and (b) as presented. (Yes Vote: Lopez, Silva, Pineda)(Absent: Garcia and Cervantes)

8. **SUBJECT:** Consideration and Discussion regarding the Banner Pole Footing

Recommendation: Council to approve the bid proposal from Greg Peterson Construction in the amount of \$12,140.00

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approved the bid proposal from Greg Peterson Construction in the amount of \$12,140.00(Yes Vote: Lopez, Silva, Pineda) (Absent: Garcia and Cervantes)

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.

Ms. Bertha Del Bosque from the FOCAS Non-Profit Organization gave an update on the Animal Shelter. Working well with Public Works and commended the Police Department. Regarding the Van much needed but keys cannot be found. Need update from the City on the Animal Grant looking for a low cost neuter, and hoping that the City will continue with the insurance on the Van. Mayor Lopez suggested to work with the City Manager.

G. City Manager's Report

Reported on the following:

1. Working on Mural with Mr. Durazo funds from Target Eight and California Endowment by a grant.
2. Working with Mr. Jim Oftedal Event for kids on May 27, 2017 free skate board, free hotdogs and drinks. Essay Contest
3. KCUSD Business Appreciation Brunch on May 10, 2017

H. City Attorney's Report

Nothing to Report.

I. City Council Communications

Councilwoman Minerva Pineda:
Nothing to report.

Mayor Pro Tem Diana Guerra Silva:
Nothing to report.

Mayor Victor P. Lopez:

Attended the City Conference in Fresno discussion regarding Economic Development; Housing and Markets and interest rates. County and Housing will be booming.

Will be awarding \$500 to the young student in naming the Shopping Center.

Temperance Flat project have all the support from all representatives. 5 counties involved and doing another round each counties put in \$50,000 this will help with the administration of the JPA.

J. Adjournment

Mayor Victor P. Lopez adjourned the City Council Meeting at 7:40 p.m.

Respectfully Submitted:

June V. Bracamontes, City Clerk

City of Orange Cove

PRESENTED TO COUNCIL:

DATE: _____

ACTION: _____



For the Meeting of: May 24, 2017

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Final Acceptance High School Pressure Relief Valve Project.
Attachments: Resolution

RECOMMENDATION:

We recommend that the Council adopt the attached resolution accepting the work for the _Project and authorize the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

Grizzly Construction has completed the work required for the High School Pressure Relief Valve Project. The work has been inspected by our Public Works Inspector and found to be in compliance with the plans and specifications.

BACKGROUND:

The city owns an irrigation pipeline from the Friant-Kern Canal to the Wastewater Treatment Plant. This pipeline originally conveyed tertiary-treated effluent from the WWTP to Orange Cove Irrigation District distribution system. This pipeline has been used since the Orange Cove High School was constructed as their supply for irrigation water. The arrangement reduces the demand on the city's water treatment plant.

The High School is the only user on the line now, but the new soccer field at Feinstein Park will also use this same pipeline for supply. When the irrigation equipment shuts off, the water moving in the pipeline continues to move and creates a water hammer with pressure spikes. Connections on the irrigation pipeline for vacuum and air release valves are the weakest point and have failed

Prepared by: _____

Approved by: _____

REVIEW: City Manager: SB

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: _____

repeatedly requiring repairs.

This project installed a pressure relief valve on the pipeline in Parlier Avenue near the southeast corner of the High School to alleviate the pressure spikes and protect the fittings along the pipeline.

The total cost of the project was \$22,200. The construction cost was \$18,709 which includes a change order for the amount of \$1,809 which was incurred during the course of construction to locate the existing pipeline when it was not in the location shown on the as-built plans.

REASON FOR RECOMMENDATION:

The Council must accept the projects to allow the recordation of a Notice of Completion so that the time period for filing liens by suppliers or laborers can begin.

FISCAL IMPACT:

The cost of the project has been paid for from the Water Fund.

ALTERNATIVES:

Council may provide alternate direction to staff.

ACTIONS FOLLOWING APPROVAL:

If the Council approves the Resolution, the Notice of Completion will be recorded and final progress payment issued.

CONFLICT OF INTEREST:

None apparent.

RESOLUTION NO. 2017-15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
AUTHORIZING FINAL ACCEPTANCE AND NOTICE OF COMPLETION
FOR THE HIGH SCHOOL PRESSURE RELIEF VALVE PROJECT**

WHEREAS, Grizzly Construction, Inc. has completed the work for the High School Pressure Relief Valve and;

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the High School Pressure Relief Valve and requests Council to authorize the City Engineer to record the Notice of Completion for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE COVE HEREBY ACCEPTS the High School Pressure Relief Valve and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on the 24th day of May, 2017, and passed at said meeting by the following vote:

AYES:

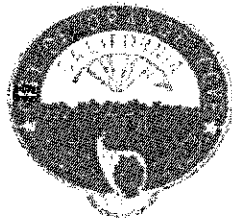
NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

June Bracamontes, City Clerk



For the Meeting of: May 24, 2017

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Dedication of Rights of Way for streets and a Public Utility Easement for Sequoia View Shopping Center

Attachments: Resolution

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution which:

1. Authorizes the City Manager to sign the Deed of Easement on behalf of the City for the street right of way and Public Utility Easement.
2. Accepts the dedication of the street right of way for Park Boulevard and Anchor Avenue and the Public Utility Easement on behalf of the public.

EXECUTIVE SUMMARY:

The City owns the property at the northwest corner of Park Boulevard and Anchor Avenue where a new commercial center will be built. The streets need to be widened and a Public Utility Easement (PUE) along the parcel frontage granted. This action will dedicate the needed right of way and create a PUE prior to the property being sold.

BACKGROUND:

The City has entered into an agreement with Capital Rivers to develop a commercial center at the northwest corner of Park Blvd. and Anchor Ave. As part of the development both streets need to be widened and a PUE created to allow placement of utilities to serve the site. Park Blvd. will be widened 20 feet and Anchor Ave. will be widened 12 feet. The PUE is 10 feet wide. It will be more efficient to have the City dedicate the right of way now before the property is split into four parcels. This action will accomplish that.

Prepared by: GH

Approved by: SB

REVIEW: City Manager: SB

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:

REASON FOR RECOMMENDATION:

The streets need to be widened and a PUE created to serve the planned commercial development.

FISCAL IMPACT:

None

ALTERNATIVES:

The Council could decide to wait and require the developer to dedicate later. However, it will be more costly in terms of staff time to do it that way.

ACTIONS FOLLOWING APPROVAL:

The deeds will be recorded prior to the sale of the property.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2017-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING DEDICATION OF RIGHT OF WAY FOR PARK BOULEVARD AND ANCHOR AVENUE AND DEDICATION OF A PUBLIC UTILITY EASEMENT AND ACCEPTING THE DEDICATIONS ON BEHALF OF THE PUBLIC FOR THE SEQUOIA VIEW SHOPPING CENTER

WHEREAS, the City of Orange Cove owns real property in the northeast quarter of Section 14, Township 15 South, Range 24 East, Mount Diablo Base and Meridian that is needed to facilitate the construction of Park Boulevard and Anchor Avenue; and

WHEREAS, the public necessity requires the dedication of public street rights of way for Park Boulevard and Anchor Avenue to provide public access, and dedication of an easement for public utilities along the streets.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Orange Cove hereby takes the following actions:

1. Authorizes the City Manager to sign the Deed of Easement from the City of Orange Cove for the dedication of City-owned property as described in attached Exhibit "A".
2. Accepts on behalf of the public for public street purposes and public utility purposes the real property offered for dedication by the City of Orange Cove as described in Exhibit "A", attached hereto.
3. The above recitals are true and correct and are adopted as the findings of the City Council.
4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on May 24, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk

EXHIBIT A

Right of Way Dedication

Anchor Avenue and Park Boulevard

A portion of Lot 16 in Section 14, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, according to the map of Orange Cove Tract No. 1, recorded June 26, 1913 in Book 9 of Record of Surveys at Page 33, Fresno County Records, described as follows:

The East 12.00 feet of the South 291.00 feet of said Lot 16 and the South 20.00 feet of said Lot 16.

Together with that portion of said Lot 16 described as follows:

Beginning at a point 12.00 feet West and 20.00 feet North of the southeast corner of said Lot 16; thence Northerly along a line parallel with and 12.00 feet West of the east line of said Lot 16 a distance of 13.00 feet; thence southwesterly to a point on a line parallel with and 20.00 feet North of the south line of said Lot 16 which is 25.00 feet West of the east line of said Lot 16; thence easterly along a line parallel with and 20.00 feet North of the south line of said Lot 16 a distance of 13.00 feet; to the point of beginning.

Public Utility Easement

Anchor Avenue and Park Boulevard

A portion of Lot 16 in Section 14, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, according to the map of Orange Cove Tract No. 1, recorded June 26, 1913 in Book 9 of Record of Surveys at Page 33, Fresno County Records, described as follows:

The West 10.00 feet of the East 22.00 feet of the South 291.00 feet of said Lot 16, and the North 10.00 feet of the South 30.00 feet of said Lot 16.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2017
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May 3, 2017

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 13 – 15, Sacramento

The League's 2017 Annual Conference is scheduled for September 13 – 15 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 1, 2017. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

**CITY:***Orange Cove*

**2017 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 1, 2017. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 1, 2017

League of California Cities
ATTN: Carly Shelby
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: cshelby@cacities.org
(916) 658-8279

RESOLUTION NO. 2017-13

**A RESOLUTION OF THE CITY OF ORANGE COVE REPRESENTING THE 15
INCORPORATED CITIES IN FRESNO COUNTY SUPPORTING THE SAN
JOAQUIN VALLEY JOINT POWERS AUTHORITY FOR THE PURPOSE OF
PURSUING TEMPERANCE FLAT DAM AND RESERVOIR**

WHEREAS, the San Joaquin Valley Water Infrastructure Authority represents stakeholders in Fresno, Merced, Tulare, Madera and Kings Counties which signed an MOU in 2016 to support the proposal to build Temperance Flat Dam and Reservoir; and

WHEREAS, the Fresno Council of Governments Policy Board selected the City of Orange Cove to represent the 15 Incorporated Cities in Fresno County for the Temperance Dam and Reservoir project; and

WHEREAS, the five (5) counties will continue to voice the strong support for the proposal to build Temperance Flat Dam and Reservoir in Fresno and Madera counties; and

WHEREAS, the Natural drought conditions over the past few years have been particularly difficult on the central and southern San Joaquin Valley; and

WHEREAS, this lack of surface water led to overutilization and overdraft of the valley's greatest reserve supply – groundwater; and

WHEREAS, the San Joaquin Valley Water Infrastructure Authority has also created a technical committee representing the five County regions which includes additional projects that have a nexus to temperance dam project; and

WHEREAS, the San Joaquin Valley Water Infrastructure Authority must continue the technical work necessary for applying for the Proposition One funding for the Temperance Flat Dam and Reservoir in Fresno and Madera counties; and

WHEREAS, the Authority needs to continue its work in order to meet the August 14, 2017 deadline for the Proposition One funding and initiate the necessary work at the Federal level to secure congressional authorization for construction and appropriations for the final funding to initiate building the project; and

WHEREAS, through the Fresno Council of Governments Policy Board, the Member Agencies in Fresno County agreed with a formula based on a population distribution amount; and

NOW THEREFORE LET IT BE RESOLVED, the City of Orange Cove respectfully approve \$420.00 of the \$50,000 total to the San Joaquin Valley Water Infrastructure Authority.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Orange Cove City Council, on the _____ day of _____, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

JUNE BRACAMONTES, CITY CLERK
CITY OF ORANGE COVE

2017 PYRO SPECTACULARS

by Souza®



Pyrotechnic Proposal

City Of Orange Cove

July 3, 2017

May 19, 2017

City Of Orange Cove
Samuel Escobar
633 6th Street
Orange Cove, CA 93646

Dear Mr. Escobar,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 3, 2017 event. The following proposal outlines your custom designed Program "B" for the amount of \$10,000.00. The various fireworks elements provided are prepared to shoot from Orange Cove High School for 20 minutes.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

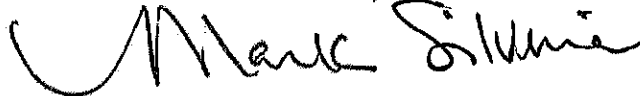
Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by May 24, 2017. Your deposit and applicable fire department fees are due June 1, 2017.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Melonee Mares at (909) 355-8120 ext. 228.

Sincerely,

PYRO SPECTACULARS, INC.

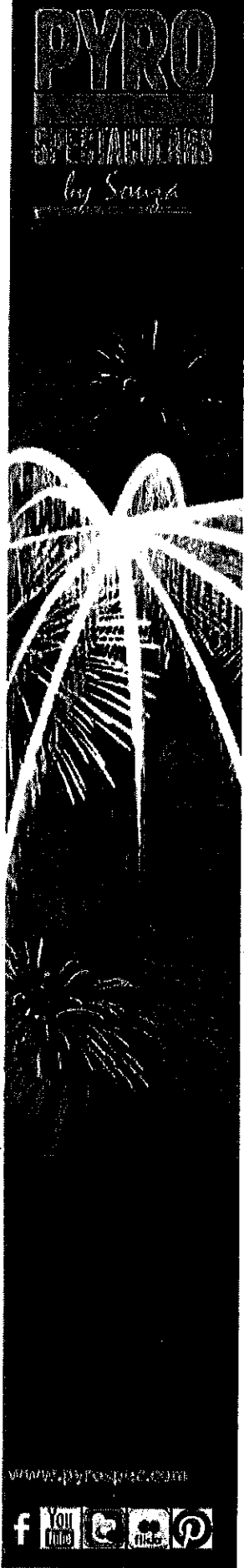


Mark Silveira

PYRO Show Producer

MS/cm

Enclosures



Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

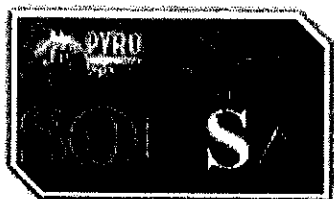
Product Synopsis • Pyrotechnic Proposal

City Of Orange Cove

PROGRAM B – July 3, 2017

\$10,000.00

Opening		
<u>Description</u>		<u>Quantity</u>
◆ 2.5" Souza Designer Opening Salutes		20
Total of Opening		20
Main Body - Aerial Shells		
<u>Description</u>		<u>Quantity</u>
◆ 3" Souza Designer Selections		180
◆ 4" Souza Designer Selections		60
Total of Main Body - Aerial Shells		240
Pyrotechnic Devices		
<u>Description</u>		<u>Quantity</u>
◆ Sousa Gold Line Custom Multishot Device		400 Shots
◆ Sousa Diamond Line Custom Multishot Device		286 Shots
◆ Sousa Emerald Line Custom Multishot Device		310 Shots
Total of Pyrotechnic Devices		996
Custom Brightwork and Set Pieces		
<u>Description</u>		<u>Quantity</u>
◆ American Flag (5x10)		1
Total of Custom Brightwork and Set Pieces		1
Grand Finale		
<u>Description</u>		<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells		100
◆ 2.5" Souza Designer Bombardment Shells		36
◆ 3" Souza Designer Bombardment Shells		80
◆ 4" Souza Designer Bombardment Shells		15
Total of Grand Finale		231
Grand Total		1,488



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2017 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Orange Grove, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "B", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 03, 2017, at approximately 9:00 p.m., at Orange Cove High School; 1700 Anchor Ave., Orange Cove, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$10,000.00 USD (TEN THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$5,000.00 USD (FIVE THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$5,000.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than June 01, 2017. The balance of the Fee shall be paid no later than July 03, 2017. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the ORANGE COVE FIRE DEPARTMENT, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Orange Grove, 633 6th St., Orange Grove, CA 93646.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 : Fax: 909-355-9813

City of Orange Grove
Program B
July 03, 2017
Page 3 of 4

18. Modification of Terms -- All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

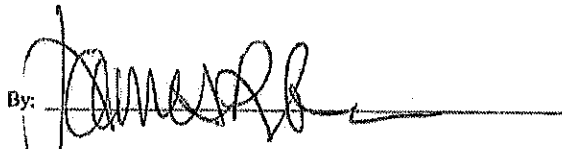
19. Severability -- If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. Price Firm -- If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through May 24, 2017
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

By: 
Its: President

City of Orange Cove

By: _____
Its: _____

Print Name

SHOW PRODUCER: Mark Silveira

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Orange Cove ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 03, 2017, at approximately 9:00 p.m. at Orange Cove High School; 1700 Anchor Ave., Orange Cove, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

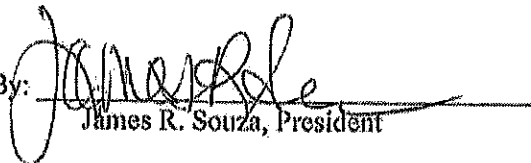
**Term Addendum
to
Production Agreement**

The following agreements, covenants, conditions and promises are hereby added to and incorporated in that certain Production Agreement between **CITY OF ORANGE COVE** ("Client"), and Pyro Spectaculars, Inc. ("Pyro"), in connection with the Fireworks Show Production at **Orange Cove High School, Open Field, 1700 Anchor Ave, Orange Cove CA**, on **July 3, 2017**. If any provision of this Term Addendum shall conflict with any other provision contained in the Production Agreement, the provisions of this Term Addendum shall prevail.

In consideration of Pyro having heretofore made an adjustment to its regular pricing structure, which is more favorable to Client, in connection with the fireworks show to be performed on **July 3, 2017**, Client hereby agrees to purchase not less than three additional fireworks shows, one to be performed on or before **July 3, 2018**, **July 3, 2019**, and one to be performed on or before **July 3, 2020**.

The three later shows shall be of the same type, size and duration, and shall be performed at the same location, as the first show. The prices of the later shows and all other terms and conditions shall also be the same as the immediately preceding show, except that the price may be adjusted upward not more than five percent (5%) annually to reflect increased insurance, product, labor, tax, and/or duty costs, if any, and prices or products may be adjusted to reflect the unavailability of products, changes in the laws or regulations applicable to such shows or products, and/or material changes in other conditions including without limitation importation, shipping and transportation costs.

PYRO SPECTACULARS, INC.

By: 
James R. Souza, President

Date: _____



CITY OF ORANGE COVE

Signature

Name

Title

Date: _____

Fireworks America Products

"The Difference Is Quality"

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality of products, designs, and variety which will far surpass those of our competitors.

Product Definitions Are:

Standard: Aerial Shells include: One color products and multiple colored products such as Chrysanthemums, Peonies, Hearts, Rings, Red, Green, Blue, Yellow, Purple, Orange, Variegated, etc. Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: Aerial Shells include: Flitter, Glitter, Electric Color, Color Changing Transformation, Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

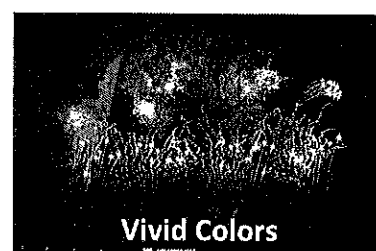
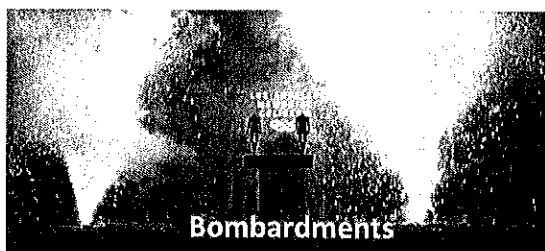
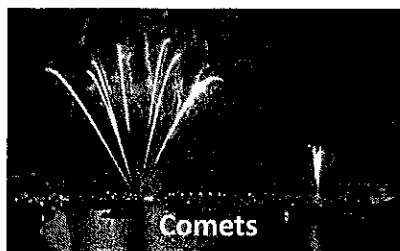
Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Aerial Shells include: Distinctive and Unique Aerial Shells such as Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, Double Hearts, Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Waterfalls, Special Pattern Shells, Weeping Willow Shells, Shell of Shells, Coconut Palms, and Serpentine Shells, etc..

Compare to our competitors "Special" or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include: Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



City of Orange Cove
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of Fireworks
- 3) All Equipment to produce the Display
- 4) Insurance Aggregate amount of \$10,000,000 (Combined Limits)
- 5) Worker's Compensation Insurance (Statute)
- 6) Music if required

City of Orange Cove to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Sand & Sand Removal, if req'd
- 4) Permit Fees
- 5) Standby Firefighter Fees, if req'd
- 6) Sound System and Playback
- 7) Minimum permit times as required below

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times.**

Land Based Shows require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Payment Terms:

50% Deposit due on Contract Execution, Balance Net 10 Days after display

Method of Discharge:

The show will be fired "Manually".

City of Orange Cove
Celebrate Freedom
July 3rd, 2017

Announcement Barrage

Program A

Aerial Titanium Flash Salutes
3" 10

Color & Multi-Color Finale Shells
3" 10

Aerial Show Presentation

Aerial Titanium Flash Salutes
3" 10

Standard: Single & Multi-Colored
Aerial Display Shells
3" 60
4" 40

Classic: Electric Color & Color
Changing Aerial Display Shells
3" 50
4" 40

Select: Distinctive & Unique
Aerial Display Shells
3" 40
4" 20

Premium: Aerial Display Shells
3" 30
4" 14

Streaking Comets & Tiger Tails
3" 10

Bombardments

Program A

Multiple Shot Barrages: provide
fabric and texture to your display
while keeping it at an excellent and
exciting pace for your event.

49 Shot 4
100 Shot 4
150 Shot 4

Aerial Grand Finale

Color & Multi-Color Finale Shells
3" 100
4" 32

Aerial Titanium Flash Salutes
3" 100

Grand Totals

Aerial Display Shell Counts
3" 420
4" 146

Units of Fire (from Bombardments)
1196

Total Aerial Display Counts
1762

Program Price

Total Program Price Inclusive of:
Insurance, Operator & Crew, and
Transportation

Cost \$12,000

