



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Minerva Pineda, Council Member

Gilbert Garcia, Council Member

Josie Cervantes, Council Member

WEDNESDAY, FEBRUARY 14, 2018 - 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

1. Presentation by DB Heusser, Interim City Manager introducing the Acting City Clerk – Melanie Carter
2. Presentation by Orange Cove High School regarding the Lucky Run on March 17, 2018
3. Presentation by Reda Bennani regarding the MTS surcharge on cell phones

D. Consent Calendar

4. City Warrants for Month of December 2017
5. Approve applications to COG for Federal Transportation Funds – Lifeline funding for the Surface Transportation Block Grant (STBG) program

E. Administration

City Engineer:

6. **SUBJECT:** Consideration and Discussion regarding the Memorandum of Understanding with Council of Governments Regional Pavement Management System

Recommendation: Council to consider approving Resolution No. 2018-05 Approving Memorandum of Understanding with Council of Governments Regional Pavement Management System

7. **SUBJECT:** Consideration and Discussion regarding the sales agreement with Bureau of Reclamation for Unreleased Restoration Flows from Millerton Lake

Recommendation: Council to consider approving Resolution No. 2018-06 Approving the Sales Agreement with United States Bureau of Reclamation for purchase of unreleased restoration flows for the 2018-2019 Water Year

Chief of Police:

8. **SUBJECT:** Monthly Activity Report.

Recommendation: Informational Item Only.

City Manager:

9. **SUBJECT:** Consideration and Discussion regarding the Mosquito Abatement appointment of trustee representative from the City of Orange Cove

Recommendation: Council to consider appointing Mr. Gabriel Jimenez to the Mosquito Abatement trustee representative from the City of Orange Cove

10. **SUBJECT:** Consideration and Discussion regarding the \$1,000 Donation to the Orange Cove Chamber of Commerce for the renovation of the East entry sign

Recommendation: Council to approve a minute motion for the one time donation to the Chamber of Commerce to redo the Welcome to Orange Cove sign at the East end of Park Blvd.

11. **SUBJECT:** Consideration and Discussion regarding the Resolution pertaining to Fiscal Year 17-18 Amendment 01 Providing Child Care and Development Services

Recommendation: Council to consider approving Resolution No. 2018-04 Authorizing Execution of Amendment 01 for Child Care and Development Services in the Fiscal Year 2017-2018

12. **SUBJECT:** Consideration and Discussion regarding contract on Street Sweeping

Recommendation: Council to consider approving Resolution No. 2017-38 Accepting the Proposal from Central Valley Sweeping, LLC and authorize the City Manager to sign an agreement

F. City Council and Successor Agency:

13. **SUBJECT:** Consideration and Discussion regarding Adopt resolutions of the Successor Agency to the Orange Cove Redevelopment Agency approving the Recognized Obligation Payment Schedule 18-19 for the July 1, 2018 through June 30, 2019 period and approving the Administrative Budget for Fiscal Year 2018-19.

Recommendation: Council and the Successor Agency to consider approving the following:

- a. Resolution SA 2018-01 Approving the Successor Agency's Administrative Budget for Fiscal Year 2018-19
- b. Resolution SA 2018-02 Approving the Recognized Obligation Payment Schedule 18-19 for July 2018 through June 2019 and Authorizing its Transmittal

14. **SUBJECT:** Consideration and Discussion regarding the Proposal for Fiscal Year 2018-19 Successor Agency Consulting Services by RSG, Inc.

Recommendation: Council and the Successor Agency to consider Adopting Resolution No. SA 2018-03 Approving a Contract with RSG, Inc. to Provide Consulting Services to the Successor Agency through Fiscal Year 2018-19

15. **SUBJECT:** Consideration and Discussion regarding A.M. Peche & Associates 2018-19 Consulting Agreement

Recommendation: Council to consider approving the 2018-2019 Consulting Agreement between the Successor Agency to the Orange Cove Redevelopment Agency and A.M. Peche & Associates LLC

G. Public Forum

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

H. City Manager's Report

I. City Attorney's Report

J. City Council Communications

K. Adjournment

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

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

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully

cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

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

GENERAL RULES OF DECORUM

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

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

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

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

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

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



For the Meeting of: Feb. 14, 2018

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Applications to COG for Federal Transportation Funds –Lifeline
Attachments: Map

RECOMMENDATION:

Staff recommends that the Council approve the submission of applications to the Fresno County Council of Governments (COG) for the listed projects for Lifeline funding for the Surface Transportation Block Grant (STBG) program.

EXECUTIVE SUMMARY:

The Orange Cove share of Lifeline Funding available in the Surface Transportation Block Grant (STBG) Lifeline program for the 20-21 and 21-22 fiscal years is \$162,217. Staff Recommends that the City apply the funding to East Railroad Avenue Culvert and Street Widening and Adams Avenue – Friant-Kern Canal to Hills Valley Road.

BACKGROUND:

The Fresno Council of Governments administers Federal Funding for local transportation projects. A portion of the funding is allocated to either "Lifeline" or "Regional Bid" for the STBG – Street reconstruction or street paving rehabilitation projects.

The amount of funding for "Lifeline" projects is divided among all of the cities and the county based on population. Orange Cove's share for the STBG Lifeline amount is \$162,217.

The "Regional Bid" projects were scored earlier this month and unfortunately, the Orange Cove projects were not funded. COG has called for Lifeline project applications to be submitted by February 5, 2018.

Prepared by: _____ GH

Approved by: DBH

REVIEW: City Manager: DBH

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: _____

Due to the small amount of the funding, Staff recommends that the funding be split between two projects as follows:

1. East Railroad Avenue Culvert and Street Widening – Install a pipeline culvert on East Railroad Avenue at the Orange Cove Drain crossing. Connect the pipeline to the recently installed Third Street culvert. No curb or gutter is included. \$120,000.
2. Adams Avenue – Friant-Kern Canal to Hills Valley Road – Additional funding for this previously approved project. \$42,217.

Attached are maps showing the location of the proposed projects for Council information.

REASON FOR RECOMMENDATION:

Staff believes that the recommended projects address the needs of the City and will fit well with the available funding. The East Railroad Avenue project will remove a bottleneck in the Orange Cove Drain and eliminate a nuisance at the west end of the Third Street Culvert that was inadvertently created by the previous project.

FISCAL IMPACT:

All of the Federal Highway projects require a local match of 11.47% from local gas tax, Measure C and Transportation Funds. The proposed projects are in future fiscal years which gives us time to plan for the expenditures.

ALTERNATIVES:

Council may direct Staff to consider other projects.

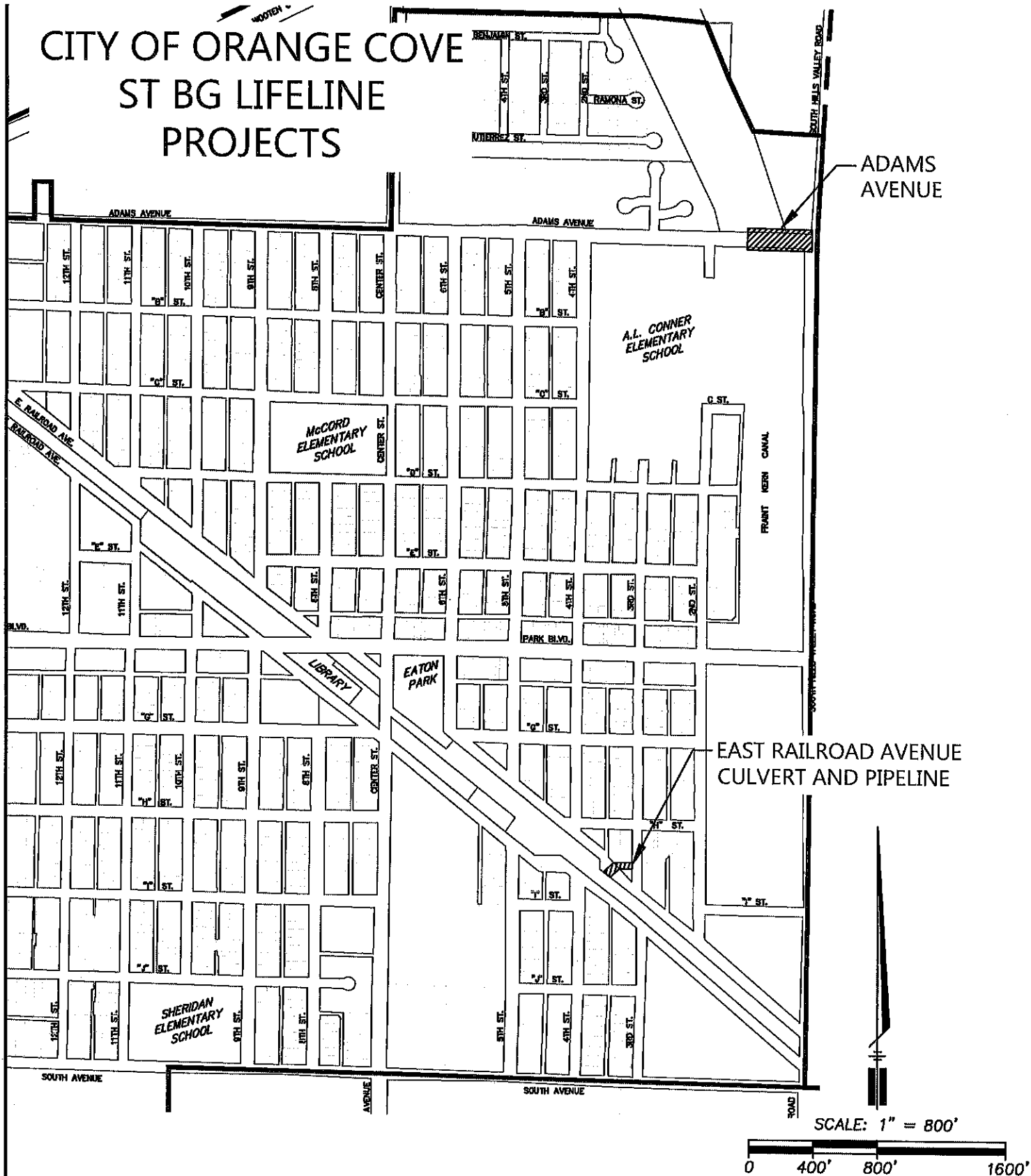
ACTIONS FOLLOWING APPROVAL:

Staff will prepare applications and submit them to Fresno Council of Governments.

CONFLICT OF INTEREST:

None.

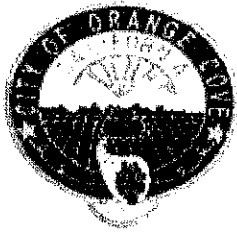
CITY OF ORANGE COVE ST BG LIFELINE PROJECTS



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2965 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Memorandum of Understanding with Council of Governments
Regional Pavement Management System

Attachments: Resolution

RECOMMENDATION:

Council adopt the attached resolution approving a Memorandum of Understanding with Fresno Council of Governments regarding participation in the Regional Pavement Management System.

EXECUTIVE SUMMARY:

The Fresno Council of Governments (COG) has received a planning grant to implement a Regional Pavement Management Program (PMP) to evaluate street paving conditions and develop a maintenance plan to maximize available funding. An inventory of the streets will be conducted noting conditions and recommending maintenance. A data base of the streets is compiled that can be used to evaluate certain scenarios.

The City's commitment is to purchase an annual license at \$1,500 per year and keep the data base updated at least once every three years.

BACKGROUND:

A Pavement Management Program is:

- The practice of planning for pavement maintenance & rehabilitation with the goal of maximizing the value and life of a pavement network
- A tool to develop a cost-effective maintenance and rehabilitation plan (i.e. Capital Improvement Program)

Prepared by: HOEN

Approved by: [Signature]

REVIEW: City Manager: [Signature]

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

☐ Consent
☐ Info Item
☒ Action Item
☐ Department Report
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☐ Public Hearing
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☐ Other
☐ Continued to: _____

- An existing data base for quick and accurate responses to a call for projects (i.e. Federal Funding Applications)

The computer program to be used is StreetSaver and was developed by the Metropolitan Transportation Commission of the San Francisco Bay Area. Since the owner of the software is a public agency, the program should not go out of use and the annual price is not likely to become exorbitant. It is used extensively throughout the state.

The COG grant will pay for the initial implementation of the project, hire a consultant to perform the initial pavement condition assessment, train city staff, and pay the first year license fee.

The City's commitment:

- Continue paying the annual license fee, now at \$1,500.
- Pay for the update of the data base once every three years. The COG estimate for the triennial update is \$25,800, if it is completed concurrently with other cities. However, the actual cost should be quite less if completed by City Staff, or the City Engineer.

The PMP will calculate a Pavement Condition Index (PCI) for each street section on a scale of 1 to 100. That value can be compared with other streets in the city and with streets in other cities as well.

The Benefits of Pavement Management:

- Better return on investment
 - Historical data shows that each \$1 spent on pavement maintenance can save up to \$6 in the future
- Credible & defensible project list
- Improved communication through reports and visual aids
- Accountability for effective use of public funds

REASON FOR RECOMMENDATION:

The creation of a Pavement Management Program will be a valuable tool to use for managing the conditions of streets in the city. The value of the COG work is about \$35,000 to \$40,000 for the city.

Although not currently required, we can imagine that future applications for State or Federal funding would require a PCI number for the streets included in the application.

FISCAL IMPACT:

The City will be required to pay the annual licensing fee for the computer program, and the continual update of the data base as to pavement condition.

ALTERNATIVES:

The Council can choose not to participate.

ACTIONS FOLLOWING APPROVAL:

The City Manager will sign the Memorandum of Understanding and transmit it to COG.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2018-05

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,
APPROVING MEMORANDUM OF UNDERSTANDING WITH FRESNO
COUNCIL OF GOVERNMENTS FOR THE REGIONAL
PAVEMENT MANAGEMENT SYSTEM

WHEREAS, Fresno Council of Governments (FCOG) is the Regional Metropolitan Planning Organization for transportation planning for the County of Fresno; and

WHEREAS, various state funding processes require local agencies to have a pavement management system in place in order to be eligible for grants or fulfill regulations, and

WHEREAS, there are various costs associated with implementing and maintaining a pavement management system; and

WHEREAS, FCOG has reserved \$326,014 in Senate Bill 1 Planning Grant funding to assist member agencies in offsetting the initial cost of setting up a Regional Pavement Management System (RPMS) that includes an individual pavement management system in the City of Orange Cove; and

WHEREAS, the City of Orange Cove shall be responsible for maintaining the individual pavement management system under the RPMS, once established.

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 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.
3. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.
4. The Memorandum of Understanding as shown in Exhibit A attached hereto is hereby approved
5. The City Manager is authorized to sign the Memorandum of Understanding on behalf of the City.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on February 14, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

DB Heusser, Interim City Manager

EXHIBIT A

Memorandum of Understanding for Fresno County Regional Pavement Management System

This Memorandum of Understanding, entered into and effective this date of _____, 2018 between the Fresno Council of Governments, a Joint Powers agency, hereto known as FCOG, the Cities of Coalinga, Fowler, Firebaugh, Huron, Kingsburg, Mendota, Orange Cove, San Joaquin and Selma, all municipal governments, hereto collectively known as CITIES, to establish mutually agreeable commitments among the parties of this agreement regarding implementing and maintaining the Regional Pavement Management System(RPMS).

Whereas, *various state processes* require local agencies to have a pavement management system in place in order to *be eligible for grants or fulfill regulations*, and

Whereas, there *are various costs associated* with implementing and maintaining a pavement management system, and

Whereas, FCOG has reserved \$326,014 SB1 Planning grant funding to assist member agencies in offsetting the initial cost of setting up the RPMS that includes individual pavement management systems in each of the respective cities, and

Whereas, the CITIES shall be responsible for maintaining the individual pavement management system under the RPMS, once established.

Now therefore, in consideration of the forgoing, the parties do mutually agree as follows:

FCOG Responsibilities:

1. Providing funding for initial implementation of the Regional Pavement Management System
2. Hiring a consultant team to set up the StreetSaver system, conduct initial pavement condition assessment and provide training to city staff
3. First year license fee for the SteetSaver system is included in the COG funding for the system setup

CITIES' Responsibilities:

1. Renewing the StreetSaver license annually
2. Maintaining the pavement management system by paying for the update every three years

In Witness thereof, the parties have executed this agreement at Fresno, California, on the day and year first above written.

FRESNO COUNCIL OF GOVERNMENTS

TONY BOREN, Executive Director

Date

CITY OF ORANGE COVE

D.B. HEUSSER, Interim City Manager

Date

EXHIBIT A

Memorandum of Understanding for Fresno County Regional Pavement Management System

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Whereas, *various state processes* require local agencies to have a pavement management system in place in order to *be eligible for grants or fulfill regulations*, and

Whereas, there *are various costs associated* with implementing and maintaining a pavement management system, and

Whereas, FCOG has reserved \$326,014 SB1 Planning grant funding to assist member agencies in offsetting the initial cost of setting up the RPMS that includes individual pavement management systems in each of the respective cities, and

Whereas, the CITIES shall be responsible for maintaining the individual pavement management system under the RPMS, once established.

Now therefore, in consideration of the forgoing, the parties do mutually agree as follows:

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In Witness thereof, the parties have executed this agreement at Fresno, California, on the day and year first above written.

FRESNO COUNCIL OF GOVERNMENTS

TONY BOREN, Executive Director

Date

CITY OF ORANGE COVE

D.B. HEUSSER, Interim City Manager

Date

RESOLUTION NO. 2018-05

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,
APPROVING SALES AGREEMENT WITH UNITED STATES BUREAU OF
RECLAMATION FOR PURCHASE OF UNRELEASED RESTORATION FLOWS FOR
THE 2018-2019 WATER YEAR

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

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

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

WHEREAS, the City may enter into a one-year agreement to take delivery of such Unreleased River Flow 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 Sales Agreement for Unreleased River Flows with the United States in substantially the same form as shown in Exhibit A attached hereto.
3. The City Manager is authorized to sign the Sales Agreement 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 February 14, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

DB Heusser, Interim City Manager



For the Meeting of: February 14, 2018

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Resolution Approving Sales Agreement with Bureau of Reclamation for Unreleased Restoration Flows from Millerton Lake.
Attachments: Resolution

RECOMMENDATION:

Council approve the attached Sales Agreement for Unreleased Restoration Flows (URF) with the United States Bureau of Reclamation for additional water supply for the 2018-2019 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 175 a-f of unreleased San Joaquin River restoration water. The City would be able to purchase these unreleased restoration waters at a reduced price.

BACKGROUND:

The City of Orange Cove has a contract to obtain up to 1,400 acre-feet (a-f) of water annually from the Bureau of Reclamation through the Central Valley Project, which includes Millerton Lake and the Friant-Kern Canal. In addition the City has an agreement with Lower Tule Irrigation District to obtain up to 2,000 acre-feet of their water allocation if needed each year, and if it is available. Water use by the City has fluctuated widely over the past 4 years due to the drought. The last "normal" year was 2013 which and consumption was about 2,000 a-f. In 2017 the city used 1,506 a-f of water.

Since an unusually large supply of water was available last year, not all of the water designated for the restoration of the San Joaquin River was used. The Bureau is making that water available

Prepared by: GH

Approved by: [Signature]

REVIEW: City Manager: [Signature]

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

☐ Consent
☐ Info Item
☒ Action Item
☐ Department Report
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☐ Public Hearing
☐ Matter Initiated by a Council Member
☐ Other
☐ Continued to: _____

to the City under a Sales Agreement. URF water is sold at the reduced rate of \$20 per a-f. The current Bureau of Reclamation cost for the City's contract water is \$48.74 per a-f. The last year that the City bought water from Lower Tule the cost was about \$100 per a-f.

The allocation of Friant Project water for March 2018 to February 2019 is scheduled to be declared February 20, so we do not know how much additional water the city might have to purchase. The Bureau has asked for our delivery schedules based on 75% and 35% allocations. In both cases we will be able to purchase needed water from Lower Tule Irrigation District.

REASON FOR RECOMMENDATION:

Approval of the Contract for URF water with the United States Bureau of Reclamation will allow the City to receive more water than our normal allocation and at a cheaper rate.

FISCAL IMPACT:

The City will save money on the cost of water purchased from the Bureau of Reclamation.

ALTERNATIVES:

Council may choose not to approve the contract.

ACTIONS FOLLOWING APPROVAL:

The City Manager will sign the Sales Agreement Contract for Unreleased Restoration Flows with the Bureau of Reclamation.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2018-

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,
APPROVING SALES AGREEMENT WITH UNITED STATES BUREAU OF
RECLAMATION FOR PURCHASE OF UNRELEASED RESTORATION FLOWS FOR
THE 2018-2019 WATER YEAR

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

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

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

WHEREAS, the City may enter into a one-year agreement to take delivery of such Unreleased River Flow 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 Sales Agreement for Unreleased River Flows with the United States in substantially the same form as shown in Exhibit A attached hereto.
3. The City Manager is authorized to sign the Sales Agreement 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 February 14, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

D-B Heusser, Interim City Manager

Exhibit A

Agreement No.18-WC-20-5152

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

5 SALES AGREEMENT BETWEEN THE UNITED STATES
6 AND
7 CITY OF ORANGE COVE
8 FOR SALE OF UNRELEASED RESTORATION FLOWS

9 THIS AGREEMENT, made this _____ day of _____, 2018, is entered into
10 pursuant to the Act of June 17, 1902, (32 Stat. 388), and acts amendatory or supplementary
11 thereto, including but not limited to Section 3406 (c) (1) of the Reclamation Projects
12 Authorization and Adjustment Act of 1992 (PL 102-575; 106 Stat. 4721), Title X, Subtitle A, of
13 the Act of March 30, 2009, (PL 111-11; 123 Stat. 1349), also referred to as the San Joaquin
14 River Restoration Settlement Act, hereinafter referred to as SJRRSA, all collectively hereinafter
15 referred to as Federal Reclamation law, between the UNITED STATES OF AMERICA,
16 hereinafter referred to as the United States, and the CITY OF ORANGE COVE, hereinafter
17 referred to as the Contractor, a Central Valley Project (Project), Friant Division long-term
18 contractor.

19 WITNESSETH, That:

20 [1st] WHEREAS, pursuant to the Stipulation of Settlement in *Natural Resources*
21 *Defense Council, et. al., v. Kirk Rodgers, et. al.*, hereinafter referred to as Settlement, and the
22 SJRRSA, the Secretary of the Interior, acting through the Bureau of Reclamation, hereinafter
23 referred to as Contracting Officer, is directed to implement a program that releases
24 Restoration Flows from Friant Dam; and

25 [2nd] WHEREAS, consistent with Paragraph 13(i) of the Settlement, if, for any reason,
26 full Restoration Flows are not released in any year beginning January 1, 2014, the Contracting
27 Officer shall release as much of the Restoration Flows as possible, in consultation with the
28 Restoration Administrator, in light of then-existing channel capacity and without delaying
29 completion of the Phase 1 improvements; and

30 [3rd] WHEREAS, the Contracting Officer, in consultation with the
31 Restoration Administrator, shall use the amount of the Restoration Flows not released in any
32 such year, hereinafter referred to as Unreleased Restoration Flows or URFs, by taking one or
33 more of the steps prescribed in Paragraph 13(i) of the Settlement to best achieve the Restoration
34 Goal, as determined by the Contracting Officer; and

35 [4th] WHEREAS, the Contractor and the United States have entered into
36 Contract No. 14-06-200-5230-LTR1, hereinafter referred to as Contract, for the delivery of
37 Project Water; and

38 [5th] WHEREAS, Article 3(f) of the Contract provides for, following the declaration of
39 Water Made Available under Article 4 of the Contract, the Contracting officer to make a
40 determination whether Project Water, or other water available to the Project, can be made
41 available to the Contractor in addition to the Contractor Total provided in Article 3(a) of the
42 Contract during the Year without adversely impacting the Project or other Project Contractors
43 and consistent with the Secretary of the Interior's legal obligations.

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

DEFINITIONS

46

47

1. When used herein unless otherwise distinctly expressed, or manifestly

48

incompatible with the intent of the parties as expressed in this Agreement, the term:

49

(a) "Operating Non-Federal Entity" shall mean the Friant Water Authority, its

50

successors or assigns, which has the obligation to operate and maintain Project facilities in the

51

Friant Division pursuant to a separate agreement with the United States and which may have

52

funding obligations with respect thereto, and the San Luis Delta Mendota Water Authority, its

53

successors or assigns, which has the obligation to operate and maintain Project facilities in the

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Delta Division pursuant to a separate agreement with the United States and which may have

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funding obligations with respect thereto;

56

(b) "Project" shall mean the Central Valley Project owned by the United

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States and managed by the Department of Interior, Bureau of Reclamation;

58

(c) "Project Contractors" shall mean all parties who have a long-term water

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service or repayment contract for Project Water from the Project with the United States pursuant

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to Federal Reclamation law;

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(d) "Project Water" shall mean all water that is developed, diverted, stored, or

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delivered by the Secretary in accordance with the statutes authorizing the Project and in

63

accordance with the terms and conditions of water rights acquired pursuant to California law;

64

(e) "Restoration Flows" shall mean releases from Friant Dam in accordance

65

with the hydrographs shown in Exhibit B of the Settlement or modified by the Restoration

66

Administrator;

67 (f) "Restoration Goal" shall mean to restore and maintain fish populations in
68 "good condition" in the main stem of the San Joaquin River below Friant Dam to the confluence
69 of the Merced River, including naturally-producing and self-sustaining populations of salmon
70 and other fish;

71 (g) "Water Management Goal" shall mean to reduce or avoid adverse water
72 supply impacts to all of the Friant Division long-term water contractors or repayment contractors
73 that may result from the Interim Flows and Restoration Flows provided for in the SJRRSA;

74 (h) "Unreleased Restoration Flows" shall mean those Restoration Flows
75 which cannot be released for any reason.

76 TERMS OF AGREEMENT

77 1. This Agreement shall become effective on the date first hereinabove written and
78 shall remain in effect through February 28, 2019: Provided, That any performance of the
79 obligations provided in Articles 4, 7, and 9 of this Agreement shall survive the termination date
80 of this Agreement and shall continue until all such obligations are complete.

81 2. Pursuant to Article 3(f) of the Contract and consistent with all applicable State
82 water rights, permits and licenses, Federal law, and the Settlement including SJRRSA, the
83 Contracting Officer shall make available for delivery to the Contractor an agreed upon amount of
84 URF water to be made available during this water year up to 175 acre feet. This URF water is to
85 be delivered within the Contractor's Service Area for reasonable and beneficial uses in
86 accordance with the terms of the Contract; Provided, that the Parties understand and agree that
87 the availability of URFs are subject to Paragraph 13(l) of the Settlement and will be furnished if,

88 as, and when it can be made available, as solely and conclusively determined by the Contracting
89 Officer.

90 3. URF water will be made available under this agreement to Friant Division
91 contractors first, per the allocation on Exhibit A. Exhibit A will be updated for acre-feet of water
92 made available by block, and for price, when new tiers of water are approved for delivery. Each
93 block of URF water will be allocated to each Friant Division Contractor based on their Class 1,
94 and/or their Class 2, contract water supply, as a per cent (%) to the total Class 1 and/or Class 2
95 water supply for all Friant Division Contractors. Should any Contractor choose not to take its
96 full pro rata share of a URF water block, that unused water will be redistributed for sale to the
97 other Friant Division Contractors. Should there be any remaining URF water not claimed by
98 either Class 1 or Class 2 Friant Division Contractors that water will then be made available to
99 non-Friant Division Contractors.

100 4. The Contractor's share of, and price per acre-foot, for each block of URF water is
101 shown on Exhibit A and subsequent revisions thereof. The formula to determine URF pricing is
102 shown in Exhibit C. Contractors may reduce their committed share of a given block upon
103 request, or may commit to a larger share of a given block, should any unused water be available.
104 Changes to a Contractor's share of a block must be made prior to the URF block being released
105 for delivery. Once the URF block is released, payment is due. Upon execution of this
106 Agreement, the Contractor shall submit to the Contracting Officer a written schedule that is
107 satisfactory to the Contracting Officer, providing for the total volume of URF water made
108 available under the then current block of URF water made available as shown on Exhibit A.
109 Subsequent blocks of URF water shall be distributed in a similar manner. The Contractor's

110 written schedule, and any revisions thereof, shall be for the current block of URF water made
111 available and shall be subject to the approval of the Contracting Officer.

112 5. Upon submission of the schedule by the Contractor, as provided in Article 4
113 herein, the Contractor shall ensure payment has been made to the United States equal to the total
114 volume of URF water made available by block and at the sales price for that block of URF water.
115 URFs shall not be delivered to the Contractor prior to receipt of full payment. The Contractor is
116 responsible for the payment of any and all blocks of water that they agree to purchase, whether
117 or not they take delivery of this water.

118 6. Any discrepancy in location, delivery, or measurement between this Agreement
119 and the Contract shall be reconciled by the Contracting Officer, after consultation with the
120 Contractor.

121 7. URF waters made available to the Contractor pursuant to this Agreement may be
122 sold, transferred, exchanged, or banked in accordance with Articles 3(d) and 10(a) of the
123 Contract, and as otherwise authorized in the Contract.

124 8. In compliance with the Water Management Goals of the Settlement, the
125 Contracting Officer shall not undertake any action pursuant to this Agreement that results in
126 further water delivery reductions to any Friant Division long-term contractor beyond what would
127 have been caused by releases in accordance with the hydrographs in Exhibit B of the Settlement.
128 In the event that Millerton Reservoir fills and capacity is no longer available for URF water that
129 has accrued in Millerton Reservoir pursuant to this Agreement, as solely and conclusively
130 determined by the Contracting Officer, the URFs determined by the Contracting Officer to have
131 previously accrued in Millerton Reservoir, and not yet delivered to Contractor, shall be among

132 the first water spilled in accordance with the then current rescheduling guidelines for Millerton
133 Lake; Provided, that the Contracting Officer will, to the extent practicable, inform the Contractor
134 by written notice, or otherwise, of any impending spill of URFs from Millerton Reservoir.

135 Guidance on the determination of URF spill is available in Exhibit B.

136 9. In the event the quantity of URFs diverted by the Contractor exceeds the quantity
137 of URFs available pursuant to this Agreement, the Contractor shall immediately take all
138 reasonable actions to make available a like amount of water, from the Contractor's current year
139 Class 1 and/or Class 2 water made available supply, in the Project Facilities for use by the United
140 States for Project purposes. If the Contractor has taken delivery of all water made available in
141 the current water year, then water delivered in excess of URF water made available to the
142 Contractors shall be accounted for as "pre-use" water per Article 3 (g) of the Contract and will
143 be deducted from Class 1 and/or Class 2 water made available to the Contractor in subsequent
144 water years.

145 10. All payments received by the United States from the Contractor pursuant to this
146 Agreement shall be deposited into the San Joaquin River Restoration Settlement Fund.

147 11. The Contractor shall be solely responsible for making any and all payments to the
148 Operating Non-Federal Entity for any operation and maintenance or additional costs associated
149 with the delivery of URFs pursuant to this Agreement. The Contracting Officer will not impose
150 additional Surcharge payments for this water.

151 12. URFs delivered to the Contractor pursuant to this Agreement shall not be
152 considered an offset to the Contractor's Recovered Water Account pursuant to Paragraph 16(b)
153 of the Settlement.

- 154 13. By signing this Agreement, the Contractor agrees to pay for all URF water made
155 available to it, whether taken delivery of by the Contractor or not.
- 156 14. Any notice, demand, or request authorized or required by this Agreement shall be
157 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
158 delivered to the Area Manager, Bureau of Reclamation, South Central California Area Office,
159 1243 'N' Street, Fresno, CA 93721-1813, and on behalf of the United States, when mailed,
160 postage prepaid, or delivered to the City Manager, City of Orange Cove, 633 6th Street, Orange
161 Cove, California 93646. The designation of the addressee or the address may be changed by
162 notice given in the same manner as provided in this Article of this Agreement for other notices.
- 163 15. Except as expressly stated in this Agreement, this Agreement shall be consistent
164 with and subject to the terms and conditions of the Contract.
- 165 16. This Agreement has been negotiated and reviewed by the Parties hereto, each of
166 whom is sophisticated in the matters to which this Agreement pertains and no one party shall be
167 considered to have drafted the stated articles.

168 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
169 the date first above written.

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UNITED STATES OF AMERICA

By: _____
Area Manager
South-Central California Area Office
Bureau of Reclamation

CITY OF ORANGE COVE

By: _____
City Manager

(SEAL)

Attest:

By: _____
City Clerk

Exhibit A

Agreement No. 18-WC-20-5152

Plant Contractor	Contract Maximum Based on 100 TAF to Class 1 and 400 TAF to Class 2 to allow contract flexibility	TIER 1									
		100% Class 1		0% Class 2		Block 1			Block 2		
		Share	Price	Default Percentage	Price	Offered Quantity	Committed Quantity	Released	Offered Quantity	Committed Quantity	Released
Apex-Edition WSC	99,956	5.00%				AF	AF	Released	AF	AF	Released
Chowchilla WD	62,241	6.88%									
Delano-Earlimart ID	34,863	13.60%									
Exeter ID	6,810	1.35%									
Fresno (city)	7,500	7.50%									
Fresno County WWD #18	19	0.02%									
Fresno ID	21,406	9.00%									
Gardfield WID	438	0.44%									
Generville Ford WID	3,396	0.00%									
Hills Valley WID	186	0.16%									
International WID	150	0.15%									
Ivanhoe ID	955	0.61%									
Kajima Delle WCD	2,282	0.15%									
Kam-Tulare WID	1,427	0.00%									
Lewis Creek WID	150	0.15%									
Lindmore ID	10,404	4.13%									
Lindsey (city)	313	0.31%									
Lindsey-Steamore ID	3,438	3.44%									
Lower-Tule River ID	75,578	7.65%									
Madera County	25	0.03%									
Madera ID	63,712	10.63%									
Orange Cove (city)	175	0.18%									
Orange Cove ID	4,900	4.90%									
Pederville ID	10,437	1.88%									
Shafter ID	12,049	2.69%									
Shafter-Wasco ID	17,662	6.25%									
Southern San Joaquin MJD	24,969	12.33%									
Stone Corral ID	1,280	1.25%									
Tara Rd Dams WID	800	0.90%									
Terra Bella ID	3,625	3.63%									
Trialley WID	50	0.05%									
Tulare ID	43,993	3.75%									
Tulare-Sacramento	500,000	100.00%	QTY Net		QTY Net						
QTY Gross (by 20% loss)			QTY Gr		QTY Gr						

Values distributed may be slightly different than book allocation due to rounding

Exhibit A

Agreement No. 18-WC-20-5152

TIER 2										
Class 1	Class 2	Block 1		Block 2		Block 3		Overall Commitment	Share	Price
		Offered Quantity	Committed Quantity	Offered Quantity	Committed Quantity	Offered Quantity	Committed Quantity			
Arden Edison WCD	5.00%							0		
Crowchilla WCD	6.88%							0		
Delano Earhart ID	13.60%							0		
Exeter ID	1.39%							0		
Fresno (city)	7.50%							0		
Fresno County WWD #18	0.02%							0		
Fresno ID	0.00%							0		
Garfield WCD	0.44%							0		
Gravelly Ford WCD	0.00%							0		
Hills Valley WCD	0.16%							0		
International WCD	0.15%							0		
Ivanhoe ID	0.81%							0		
Kaweah Delta WCD	0.15%							0		
Kam-Tulare WCD	0.00%							0		
Lewis Creek WCD	8.15%							0		
Lindero ID	4.13%							0		
Lindsay (city)	0.31%							0		
Lindsay-Stratmore ID	forcrested at \$351.12 (See Exhibit C)							0		
Lower Tule River ID	7.65%							0		
Madera County	0.03%							0		
Madera ID	10.63%							0		
Orange Cove (city)	0.18%							0		
Orange Cove ID	4.90%							0		
Porterville ID	1.88%							0		
Saucello ID	2.69%							0		
Shafter-Wasco ID	6.25%							0		
Southern San Joaquin MUD	12.13%							0		
Slope Canal ID	11.23%							0		
Tara Pad Dome WCD	0.90%							0		
Tara Bella ID	3.63%							0		
Tulare ID	0.05%							0		
Tulare ID	3.75%							0		
Overall Commitment	100.00%	0	0	0	0	0	0	0		
		Qty Gr	Qty Net	Qty Gr	Qty Net	Qty Gr	Qty Net			

EXHIBIT B
GUIDANCE FOR DETERMINING WHETHER URF WATER IS LOST TO SPILL

As per Paragraph 13(i) of the San Joaquin River Stipulation of Settlement, the Secretary shall not undertake any action pursuant to Paragraphs 13(i)(1) through 13(i)(3) that increases the water delivery reductions to any Friant Division long-term contractor beyond what would have been caused by releases in accordance with the hydrographs (Exhibit B of the Settlement). After consultation with Settling Parties and the Restoration Administrator, Reclamation has developed the following guidance for determining whether URF water allocated to Friant contractors yet not delivered is lost to spill.

Reclamation shall release URF water either as Tier 1 or Tier 2. All or part of the available volume of URF water may be released in either tier. Tier 1 URF water should be considered to have limited scheduleability or require immediate payment and delivery. Tier 1 URF water is offered at a reduced rate. Tier 2 URF water will not be made available to Friant contractors unless there is a reasonable likelihood that reservoir operations will not limit the availability of that water; therefor Tier 2 URF water is considered fully scheduleable (although there is no guarantee of scheduleability).

"Spill" condition is defined as either Friant Dam flood releases to the San Joaquin River, or Uncontrolled Season (UcS). Spill conditions in a given contract year only affect URF water in the same period, for example, spills in March 2018 would not affect 2017 URF quantities since both the contract year and restoration year begin March 1.

The default hydrograph found in Exhibit B, unmodified by the implementation of flexible flow provisions, will be used as the baseline for comparison. The volume released from Friant Dam and passing Gravelly Ford in accordance with Restoration Flow Schedule, plus the volume of URF water delivered can be compared at any point in the year to the volume that would have been released under the default hydrograph. When the comparison of volumes indicate that the Restoration Flows combined with URF water deliveries lag the default hydrograph (i.e. are evacuated from Millerton at a slower rate), then that volume differential is at risk of spill.

URFs at risk of spill are potentially lost at the end of the spill period (i.e. when Reclamation declares the end of Uncontrolled Season). Should there be any undelivered URF water at that point, the undelivered URF volume would be reduced by either the volume difference between the default hydrograph and the actual Restoration Flows plus total URF deliveries, volume or the volume of spill water, whichever is the lesser value. The volume of any undelivered URFs determined to

CITY OF ORANGE COVE

CITY COMMISSION

APPLICATION

Date of Application: January 25, 2018

Applicant's Name: Gabriel Jimenez

Address: 745. 2nd St.
Orange Cove, CA. 93646

Phone Number:

Home: None

Work: (559) 647-1625

I wish to serve on the:

 Planning Commission

 Parks and Recreation Commission

 X OTHER Mosquito Abatement

I would like to serve on the commission because:

I am a life long resident of Orange Cove and am willing to help
Serve our community!

I understand that I must be a resident of the City of Orange Cove
and I may not serve on more than one commission at a time, and I
understand that the position on the commission is on a volunteer
basis.

Gabriel Jimenez
Signature of Applicant

1-25-18
Date

June Bracamontes

From: DB Heusser <dbheusser@cityoforangecove.com>
Sent: Monday, January 29, 2018 8:46 AM
To: 'June Bracamontes'
Subject: FW: trustee representative

Need to add to the next Council agenda?

From: Steve Mulligan [mailto:smulligan@mosquitobuzz.net]
Sent: Friday, January 26, 2018 3:44 PM
To: dbheusser@cityoforangecove.com
Cc: Karan Hamlin
Subject: trustee representative

Good seeing you yesterday D-B,

I want to follow-up on our discussion of appointment of a trustee representative from the City of Orange Cove to our Board of Trustees. As I mentioned there is a current vacancy, that we would like filled, and it seems that an individual, Gabriel Jimenez, has applied to the City and is in the process of appointment.

The California Health and Safety Code §§ 2022 and 2024 describe the qualifications and terms of office for board members: Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district. It is the intent of the Legislature that persons appointed to boards of trustees have experience, training and education in fields that will assist in the governance of the district. The trustees shall represent the interests of the public as a whole and not solely the interest of the board of supervisors or the city council that appointed them.

The appointment shall be for a term of two or four years, at the discretion of the appointing authority.

The District's Board of Trustees requests that the City Council take action to appoint as quickly as possible, and requests a certified copy of the City Council's action on this matter.

Thank you for your assistance and please call me if you have any questions. 559-217-7896.

Steve Mulligan

Past President 2014-2015

American Mosquito Control Association

District Manager

Consolidated Mosquito Abatement District

2425 Floral Avenue

P.O. Box 278

Selma, CA, USA 93662

Phone: (559) 896-1085

Fax: (559) 896-6425

Email: smulligan@mosquitobuzz.net

Website: www.mosquitobuzz.net



For the Meeting of Feb. 14, 2018

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Mayor and City Council Members
From: D-B Heusser, Interim City Manager
Subject: DONATION TO THE CHAMBER AND DONATIONS
Attachment: NONE

BACKGROUND:

At the last Council meeting the representative of the Chamber of Commerce presented a request to assist in the renovation of the City of Orange Cove sign east of the downtown.

EXECUTIVE SUMMARY:

The cost to renovate the sign \$2,000. The Chamber is willing to split the cost with the City.

I had previously met with the Chamber President and have talked with him a couple of times on the phone regarding this sign and the need to renovate. I shared with him that at the present time the City was without a budget and I did not know where I would come up with the funds.

I have looked at the sign and though I do think that it is in need of renovation I ask the Council to think of what the \$1,000 could be used for that might have an impact upon the City, other than an identification sign. What beautification effort could the funds be used for that would help a visitor to Orange Cove has a stronger view of our city?

The request opens up a broader discussion which I think Council needs to have

My biggest concern has to do with donations. It seems that each week the City of Orange Cove gets requests for some type of worthwhile community donation. A thousand dollars here and 500 hundred dollars there do begin to take its toll on any budget. In my 5 ½ months as Interim City Manager, Council has approved as number of donations, but I have

Prepared by: Heusser

Approved by: 

REVIEW: City Manager: 

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

yet to hear Council ask of the Finance Director if the City had the funds. So far this year we have made donations (excluding City sponsored Community Events.)

I would suggest that if Council so approves this \$1,000 donation that they direct staff to develop a line item for the next budget: Chamber of Commerce Donation \$XXX; Community Organizations/Events \$XXX. This would do four things: a) It would help Council know how much they have for donations; b) It would help Council to know what they have to expend and evaluate requests and say "Yes" or "No." – even if it is a worthwhile project; c) It would assist in maintaining a balanced budget; d) It would assist in making sure that the City does not take funds from operational funds that could impact the services offered by the City..

RECOMMENDATION:

Staff recommends that the **Council approve a minute motion** for the one time donation to the Chamber of Commerce of \$1,000 to redo the Welcome to Orange Cove sign at the East end of Park.

FISCAL IMPACT:

\$1,000 from General Fund.

ALTERNATIVES:

Denial.

ACTIONS FOLLOWING APPROVAL:

The Finance Director will proceed with the check for the Chamber of Commerce

**RESOLUTION NO. 2018-04
CITY OF ORANGE COVE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
AUTHORIZING EXECUTION OF AMENDMENT 01 CONTRACT
DOCUMENTS WITH THE DEPARTMENT OF EDUCATION OF THE STATE
OF CALIFORNIA FOR THE PURPOSE OF PROVIDING CHILD CARE AND
DEVELOPMENT SERVICES IN THE FISCAL YEAR 2017-18**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE COVE AS
FOLLOWS:**

1. The City Council authorizes entering into Contract Number CSPP-7065 for California State Pre School Program for Project Number 10-2188-00-7 with the California Department of Education for the funding of a Child Development Program in the City of Orange Cove during the fiscal year, July 1, 2017 through June 30, 2018. Amendment 01 in the dollar amount of \$154,403.00.
2. The City Manager is authorized to sign the Agreement of behalf of the City of Orange Cove, or, should he be unavailable or disallowed for any reason, then the Mayor is authorized to sign the Agreement on behalf of the City of Orange Cove, and the City Clerk is authorized to attest to the signature of individual who signs on behalf of the City of Orange Cove.

CLERKS CERTIFICATION

**I, HEREBY CERTIFY, that the foregoing Resolution was passed and adopted by
the City Council of the City of Orange Cove at a meeting thereof held on the 14th of
February, 2018 by the following vote:**

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

**DB HEUSSER, Interim City Manager
City of Orange Cove**

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18**Amendment 01**DATE: July 01, 2017CONTRACT NUMBER: CSPP-7065PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAMPROJECT NUMBER: 10-2188-00-7**JCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act/Rate Increase

CONTRACTOR'S NAME: CITY OF ORANGE COVE

This agreement with the State of California dated July 01, 2017 designated as number CSPP-7065 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,182,971.00 and inserting \$1,337,374.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$40.45 and inserting \$45.73 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 29,245.0. (No change)

Minimum Days of Operation (MDO) Requirement shall be 246. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE CONTRACT MANAGER		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 154,403	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,182,971	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,337,374	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702		Department of General Services use only	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

CONTRACTOR'S NAME: CITY OF ORANGE COVE

CONTRACT NUMBER: CSPP-7065

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 139,254	(OPTIONAL USE)0656 FC# 93.596 13609-2188	PC# 000321
TOTAL AMOUNT ENCUMBERED TO DATE \$ 139,254	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A STATUTE 2017 FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 63,959	(OPTIONAL USE)0656 FC# 93.575 15136-2188	PC# 000324
TOTAL AMOUNT ENCUMBERED TO DATE \$ 63,959	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A STATUTE 2017 FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 86,060	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 660,079	(OPTIONAL USE)0656 23038-2188	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 746,139	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A STATUTE 2017 FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 68,343	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 319,679	(OPTIONAL USE)0656 23254-2188	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 388,022	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A STATUTE 2017 FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	



For the Meeting of February 14, 2018

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Mayor and City Council Members
From: D-B Heusser, Interim City Manager
Subject: Street Sweeping
Attachments: Proposal from Central Valley Sweeping, LLC

BACKGROUND:

Street sweeping is an important function provided by the city. Though many think it is just for beautification, but keeping the streets and gutters clean has health and safety benefits. as well as, it does allow water to flow to storm drains and helping with flood prevention. The City of Orange Cove has provided this service with the use of a street sweeper.

EXECUTIVE SUMMARY:

We are quickly approaching the rainy season and our streets/gutters have not been cleaned for some time and we are in need to cleaning our gutters and streets as soon as possible.

The Problems is: The City owned Street Sweep is not running and according to Public Works the cost of repair would run over \$40,000. Add to this the cost of new brooms about every other month (\$400), the cost of fuel and the up keep of the two diesel engines and the reports due the Air Pollution Control District due annually, and taking a person off our limited PW crew because costly.

The City Manager contacted cities around us regarding street sweeping and found that Reedley, Kingsburg, Parlier use Central Valley Sweeping out of Visalia. In addition the City of Visalia uses Central Valley Sweeping. I did a quick contact and found they all were happy with the services provided.

Prepared by: Heusser

Approved by: D-B Heusser

REVIEW: City Manager: D-B

Finance: A

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: _____

Normal we would proposed the bidding of the service but feel that time is of the essence and would propose that we offer an "emergency" contract with Central Valley Sweeping for one year. During the latter part of the contract period I would propose that the City Bid out this item.

The proposal from CVS is to do our City Residential streets at least one (1) time per month and the down town District (which I would include as Park and Anchor St., two (2) times a month.

The cost: November – January (leaf months) would be \$4,500 per month; February – October \$4,000 per month.

The City Manager believes that the contracting out of these services helps our budget in the long run by spreading out the cost over a full year. In addition it allows our limited PW staff to have its full team to do PW duties.

RECOMMENDATION:

Staff recommends Council approve the resolution accepting the Proposal from CVS, LLC and authorize the City Manager to sign an agreement.

FISCAL IMPACT:

The appropriate amount will be added to the Orange Cove 2017-2017 Fiscal Year Budget.

ALTERNATIVES:

Council can act not to approve and reject the proposal and direct City Staff to repair the City's broken sweeper, or choose to do nothing.

ACTIONS FOLLOWING APPROVAL:

If approved authorize the City Manager to notify CVS LLC and sign the agreement.

RESOLUTION NO. 2018-07

**A RESOLUTION OF THE ORANGE COVE CITY COUNCIL APROVING
AN AGREEMENT WITH CENTRAL VALLEY SWEEPING, LLC (CVS) TO PROVIDE
STREET SWEEPING SERVICES.**

WHEREAS, the City of Orange Cove has a street, sidewalk and street gutter systems, and

WHEREAS, materials accumulate within the City of Orange Cove's streets and gutter, and

WHEREAS, this accumulated debris is both unsightly and can hamper runoff water to properly flow to storm drainage outlets and

WHEREAS, the City of Orange Cove's owned street sweeper is in need of extensive repair, and

WHEREAS, the City Council is concerned about the beautification and safety of its citizens,

The City of Orange Cove does take action approving the proposal of CVS, LLC and authorizes the City Manager to sign the proposed agreement.

I June V. Bracamontes, City Clerk of the City of Orange Cove, certify that the foregoing resolution was adopted by the Council of the City of Orange Cove, at a City Special Council meeting held on _____ of _____ 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

DB Heusser, Interim City Manager
City of Orange Cove

Prepared by: Heusser Approved by: _____

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

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
_____ Consent			_____ Public Hearing	
_____ Info Item			_____ Matter Initiated by a Council	
_____ Action Item			_____ Member	
_____ Department Report			_____ Other	
_____ Redevelopment Agency			_____ Continued to: _____	

CENTRAL VALLEY SWEEPING, LLC

P.O. Box 6787
Visalia, CA 93290-6787
Phone (559) 739-7532
Fax (559) 625-2980

September 25, 2017

City of Orange Cove
Attn: D-B Heusser
633 Sixth Street
Orange Cove, CA 93646

This proposal has been submitted to the City of Orange Cove and its residents by Central Valley Sweeping in response to your Request for the cost to provide Street Sweeping services. This document is intended to provide the City of Orange Cove with the cost for **not less than once-a-month** sweeping service of the City of Orange Cove for a Six (6) month service period.

Central Valley Sweeping has been serving the entire Central Valley since 1977. With over 450 scheduled clients, we have the experience and equipment needed to get the job done right...the first time! Our job experience includes, but is not limited to: Municipalities, Industrial Properties, Dairies, Highway Construction and Home-ownerships.

Central Valley Sweeping has handled the "special sweeping" needs for: The Cities of Visalia, Tulare, Kingsburg, Reedley, Lindsay, Mendota, Parlier, Farmersville, Wasco and Corcoran. Our sweeping company is the primary sweeping provider for such companies as: Fresno & Visalia Unified School District, J.G. Boswell, Kraft Foods, Lemoore NAS and Granite Construction. We currently provide sweeping service for the County of Fresno & Tulare & City of Lemoore reclimate projects. Central Valley Sweeping is a local company that puts money back into our Valley.

PURPOSE: The goal of the sweeping service is the removal of as much dirt/dust, rocks, leaves, paper, glass, trash, and other debris from the accessible curb lines of the City as possible. **By having Central Valley Sweeping clean your streets, you will improve the overall appearance of your community, eliminate the cost of your man power clean the streets and repair your sweeper, and comply with San Joaquin Valley Air Board Regulations.**

SCOPE OF SERVICE: It is our understanding that the City of Orange Cove is requesting that Central Valley Sweeping provide service on a "not less than" once-a-month basis of the Residential Routes as well as service of the Downtown District with Medians on a "not less than" twice-a-month basis during the Non-Leaf Season & Leaf Season for a six (6) month term.

The scope of sweeping service for the City of Orange Cove has been outlined as follows. The City of Orange Cove will be divided into Four (4) Sweeping Routes. The residential areas of the City will be divided into four Residential service routes with a portion of the Downtown District and Medians being service with each of the four routes. This service schedule will allow us to sweep the Residential Area of the City on a once-a-month basis and the Downtown Area and Medians on a twice-a-month basis over the course of one month.

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Based on the current trash collection date, and previous sweeping service provided to the City, we have determined that Monday, Tuesday, Wednesday and/or Friday would be the best days for service.

EQUIPMENT: With a fleet consisting of eleven (11) Regenerative Air (All are PM-10 compliant) and fifteen (15) Power Mechanical Broom (14 are PM-10 compliant) sweeping units, Central Valley Sweeping is equipped to handle any job....and prepared with backup machines to cover any breakdown situation. Our large fleet of sweepers allows us to take a machine out of service for general maintenance or repair without disrupting our service schedule.

- I. ***REGENERATIVE AIR & MECHANICAL BROOMS:*** Central Valley Sweeping has both Regenerative Air & Mechanical Broom sweeping units available to service your City. The Mechanical Broom specializes in picking up the heavy dirt and debris that the Community wants removed from the City streets. The Regenerative Air Sweeper is designed to manage the heavy leaf fall that occurs from November to January every year.
- II. ***DUST CONTROL & FUEL-EFFICIENT EQUIPMENT:*** Our Regenerative Air & Mechanical Broom sweeping units come equipped with PM-10 compliant dust control systems and AQMD Rule 1186 low emissions packages.
 1. ***Dust Control System:*** 220-gallon capacity polyethylene water tank; 5gpm High Output Water electric diaphragm type pump; low water warning light; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper.
 2. ***Front Spray Bar Adaptation:*** To combat the dry conditions that occur as a result of living in our Valley, we have found it necessary to fabricate an additional spray bar onto the front of our sweeping units. This additional spray system provides an extra application of water to the ground, thereby eliminating any dust from being stirred into the air.
 3. ***Fuel Efficient Equipment:*** Low Emissions Package AQMD Rule 1186 compliant.

COMPANYS ABILITY TO RESOLVE CUSTOMER PROBLEMS: *Customer service is essential to the success of our company.* To that end, Central Valley Sweeping has developed a custom "Resident Response Sheet." This sheet was designed by Central Valley Sweeping to capture the necessary information to resolve resident complaints and concerns related to sweeping service. This one-sheet allows us to address these time sensitive matters quickly and efficiently, and enables us to track those concerns for future reference and/or the community's records. Once the issue has been addressed, we note the resolution, email a copy to the City and keep a copy for our records. Please review attachment: "A"

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1. **GPS Tracking System:** All of our sweeping units come equipped with GPS tracking systems. These systems are designed to track the street sweeper's route on a minute by minute basis. The information that is collected by the GPS tracking unit can be used to help resolve resident complaints by outlining the sweepers time and location.

ABILITY TO MEET ANY SCHEDULE FREQUENCY: Central Valley Sweeping has twenty-eight (28) full time operators to make sure that the job is done on schedule. Four (4) of these operators are set on an "on call" schedule to allow us to handle emergency situations (ie: sickness, injury or family emergency).

OPERATORS ABILITY TO COMMUNICATE WITH CITY STAFF: At Central Valley Sweeping we believe that open communication is imperative to the success of our working relationship. To that end, we provide all of our employees with cell phones. These phones can be used to communicate with the City staff directly. We will also provide your representative(s) with a list of our contact cell phone numbers, which can be called 24 hours a day.

REFERENCES: Please accept the following references for service currently provided by Central Valley Sweeping:

- | | | | |
|----|---|----|--|
| 1. | City of Visalia
P.O. Box 5078
Visalia, CA 93278
Contact: Earl Nielson
(559) 713-4428
12 Years of Service | 2. | City of Reedley
845 G Street
Reedley, CA 93654
Contact: Peter Rangel
(559) 637-2139
10 Years of Service |
| 3. | City of Parlier
1100 E. Parlier Ave.
Parlier, CA 93648
Contact: Sean Patun
(559) 646-3700
15 Years of Service | 4. | City of Kingsburg
1401 Draper St.
Kingsburg, CA 93631
Contact: Alex Henderson
(559) 897-5821
11 Years of Service |

COST DESCRIPTION: Total cost for service will be broken down by the cost for the Initial Two Month service period with continued sweeping service for an additional four (4) months. This will result in a six (6) month service agreement. We will also outline the cost for additional service frequency options during the Non-Leaf and Leaf Seasons. You will be provided with our hourly rates for "special sweeps" such as: parade route clean-up, parks, parking lots, bike paths. Finally, you will be provided with the hourly rate for EMERGENCY clean ups such as: oil and hydraulic spills, cement spills and dirt track out clean up and any additional services the City might need.

We propose sweeping the City of Orange Cove with our Power Mechanical Broom Sweeping Units during the non-leaf fall months (February to October). This sweeper is designed to scrub the roads and gutters to pick up and remove the heavy dirt deposits from your City Streets. Once the Leaf Fall has begun (November to January), we have the ability to switch over to our Regenerative Air Sweepers to help pick up & remove the heavy leaf deposits from the streets of your community. Minimum Scope of service would include:

CENTRAL VALLEY SWEEPING, LLC

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1. Initial two-month service plan to pick-up and remove the heavy dirt/leave deposits that have collected in the gutters while the City sweeper has been down.
2. Sweep the four (4) Residential Routes of the City at least once-a-month during the Non-Leaf Season (Approximately: February to October) and Leaf-Season (November to January). This service would be provided on either a Monday, Tuesday, Wednesday or Friday.
3. Sweep the Downtown District and Medians on a twice-a-month basis.
4. Disposal of the Debris at a site/location that you will provide.
5. Access to a City water source (ie: Fire Hydrants) for us to load our sweepers with water.
6. Option for increased or additional service frequency at the mutual agreement of the City and Central Valley Sweeping.

COST BREAKDOWN:

1). **INITIAL TWO (2) MONTH SERVICE COST:** As a result of your sweeper being broken down, there is a significant amount of heavy dirt and leaf debris that has collected in the gutters/medians of the City. We will require extra time and expense to remove this material. **Total cost for this initial two (2) month period will be \$7,000 per month.**

2). **CONTINUED FOUR (4) MONTH SERVICE AGREEMENT:** Total cost for continued *four-month term* service agreement would include the following: Sweeping service of **not less than once-a-month** of the Residential areas of the City of Orange Cove. The City would be divided into Four (4) Residential Routes with one half of the Downtown District and one-half of the Medians being swept each week so that these areas are swept on a twice-a-month basis. The downtown and medians would be swept by 6:30am and the Residential Route would be swept after 6:30am. Total cost for continued sweeping service of the Residential Routes, Downtown District and Medians after the two (2) month initial clean up **during the Non-Leaf & Leaf Season would be \$4,250 per month. Total cost for the additional four (4) months of service would be \$17,000.**

- **NOTE:** Additional months of service can be added during the Non-Leaf Season months at a Rate of \$4,000.00 per month.
- **NOTE:** Additional months of service can be added during the Leaf Season months at a Rate of \$4,500.00 per month.
- **NOTE:** Central Valley Sweeping will waive the initial two-month service cost increase if the service agreement is increase to a one-year term.

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3). **SPECIAL SWEEP RATE**: Cost for any "special sweeps" for the City of Orange Cove (which include: Parks, Parking Lots, Bike Paths, Parades, anything outside the normal scope of service) would be billed at a rate of \$150.00 per hour on a portal-to-portal basis.

4). **EMERGENCY SWEEP RATE**: Cost for any "Emergency sweeps" for the City of Orange Cove (which include: Hydraulic & Oil Spills, Concrete Spills, Dirt & Rock Track Out) would be billed at a rate of \$200.00 per hour on a portal-to-portal basis.

Central Valley Sweeping wants to extend our appreciation for the opportunity to serve the City of Orange Cove and its residence and for your interest in our company. We look forward to adding you to our family of loyal customers. If you have any questions or concerns, please contact me at (559) 804-0081.

Respectfully submitted,

Mb

Matthew Bawks
Vice President - Sales

CENTRAL VALLEY SWEEPING, LLC

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Visalia, CA 93290-6787

Phone (559) 739-7532

Fax (559) 625-2980

ATTACHMENT "A" – CITY OF ORANGE COVE **RESIDENT RESPONSE SHEET**

CENTRAL VALLEY SWEEPING, LLC

P.O. Box 6787

Visalia, CA 93290-6787

Phone (559) 739-7532

Fax (559) 625-2980

COMMUNITY OF ORANGE COVE RESIDENT RESPONSE SHEET

Date: _____

Time: _____

Residents Name: _____

Address: _____

Phone: _____

Resident Concern:

Date Received: _____

Date Closed: _____

Solution/Action: _____



For the Meeting of Feb. 14, 2018

SUCCESSOR AGENCY CITY OF ORANGE COVE REPORT TO THE BOARD

To: Chairman and Members
From: D-B Heusser, Interim Executive Director
Subject: ROPS 2018-2019
Attachment: REPORT FROM FINANCE DIRECTOR

BACKGROUND:

Each year the City Council has to sit as the Successor Agency Board (to the former Redevelopment Agency) and to review the Recognized Obligation Payment Schedule and to approve the Agency's administrative budget.

EXECUTIVE SUMMARY:

Attached is a report from Randy Uyeda, Finance Director regarding the 2018-2019 Recognized Obligation Payment Schedule (ROPS) and two resolutions for adoption by the Board. It is being done at this time because it is due to be at State by 1 February 2018.

RECOMMENDATION:

See report.

FISCAL IMPACT:

See report.

ALTERNATIVES:

None as the action is required by the State.

ACTIONS FOLLOWING APPROVAL: Resolutions signed and sent to the State.

Prepared by: Heusser

Approved by: 

REVIEW: City Manager: 

Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent				<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Info Item				<input type="checkbox"/> Matter Initiated by a Council
<input checked="" type="checkbox"/> Action Item				Member
<input type="checkbox"/> Department Report				<input type="checkbox"/> Other
<input type="checkbox"/> Redevelopment Agency				<input type="checkbox"/> Continued to: _____



REPORT TO SUCCESSOR AGENCY

To: Mayor and Council

From: Randy Uyeda, Finance Director

SUBJECT: Adopt resolutions of the Successor Agency to the Orange Cove Redevelopment Agency approving the Recognized Obligation Payment Schedule 18-19 for the July 1, 2018 through June 30, 2019 period and approving the Administrative Budget for Fiscal Year 2018-19

- A. Consider Resolution Approving the Successor Agency's Administrative Budget for Fiscal Year 2018-19 pursuant to Health & Safety Code Section 34177(j)
- B. Consider Resolution Approving the Recognized Obligation Payment Schedule 18-19 for July 2018 through June 2019 and Authorizing its Transmittal

BACKGROUND:

A Recognized Obligation Payment Schedule ("ROPS") covering the period of July 1, 2018 through June 30, 2019 is due by February 1, 2018 pursuant to Health and Safety Code ("HSC") Section 34177(o). The ROPS requests necessary payments for each enforceable obligation of the former Orange Cove Redevelopment Agency for Fiscal Year ("FY") 2018-19.

Successor Agency ("Agency") staff has prepared a ROPS 18-19 for the Agency Board and Oversight Board's consideration, which is attached to this staff report. Once approved, staff will transmit it electronically to the Department of Finance ("DOF"), State Controller, and Fresno County Auditor-Controller for their review. The adopted ROPS must be transmitted by February 1, 2018; if it is not transmitted on time, the Agency will be subject to a penalty of \$10,000 per day. With DOF approval, the Auditor-Controller will be authorized to disperse property tax revenue to pay ROPS obligations on June 1, 2018 and January 2, 2019.

Changes to ROPS Form and Enforceable Obligations

There was a small change to the ROPS cash balance form to report cash balances for the entire 2015-16 fiscal year, instead of only half of the fiscal year.

There are no new enforceable obligations on the ROPS 18-19; it contains the same enforceable obligations approved on the last ROPS including bond debt service, related administration fees, and projects to be funded with bond proceeds.

It is important to remember that the ROPS is merely a projection of estimated payments for the ensuing twelve-month fiscal period. The actual payments made could be the same or less.

Other Funds and Administrative Cost Allowance

Pursuant to HSC Section 34177(l)(1)(E), agencies are required to use all available funding sources prior to Redevelopment Property Tax Trust Funds ("RPTTF") for payment of enforceable obligations. As of June 30, 2016, there was \$16,093 of Other Funds available made up of reserves from prior ROPS and interest revenues. DOF instructed the Agency to apply the majority of this balance to ROPS 16-17 expenses.

The maximum administrative cost allowance a successor agency can receive is 50 percent of the RPTTF distributed in the prior fiscal year for non-administrative obligations. The ROPS 17-18 had \$343,436 in non-administrative obligations. The ROPS 18-19 requests an administrative allowance that is 50 percent of this amount, or \$171,718.

An \$172,000 administrative budget has been prepared for FY 2018-19 for the Agency Board and Oversight Board's consideration.

Last and Final ROPS

Pursuant to HSC section 34191.6(a), agencies that have received a Finding of Completion may submit a Last and Final ROPS beginning January 1, 2016 if all the following conditions are met:

- 1) The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts.
- 2) All remaining obligations have been previously listed on the ROPS and approved for payment by Finance pursuant to HSC section 34177 (m) or (o).
- 3) The agency is not a party to outstanding/unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

A Last and Final ROPS would reduce the administrative burden on the Agency and eliminate the need for Oversight Board meetings to approve the ROPS (the Oversight Board would still have to convene to approve contracts and other non-ROPS items). A Last and Final ROPS may only be amended twice and cannot include any new items. In order to consider a Last and Final ROPS, Agency staff must wait until all bond proceeds are expended in case there are new bond project funding requests to place on the ROPS. It should be noted that a Last and Final ROPS could reduce the maximum administrative cost allowance to as little as \$5,000 per fiscal year.

FISCAL IMPACT:

Adoption of the ROPS and Administrative Budget are necessary to receive RPTTF to fund the Successor Agency's financial obligations from July 1, 2018 through June 30, 2019.

RECOMMENDATIONS

Staff recommends that the Successor Agency:

1. Adopt Resolution No. SA 2018-01 Approving the Successor Agency's Administrative Budget for Fiscal Year 2018-19
2. Adopt Resolution No. SA 2018-02 Approving the Recognized Obligation Payment Schedule 18-19 for July 2018 through June 2019 and Authorizing its Transmittal

RESOLUTION NO. SA 2018-01

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2018-19

WHEREAS, on January 26, 2012, the City Council adopted Resolution No. 2012-09 electing to serve as the Successor Agency to the former Orange Cove Redevelopment Agency ("Successor Agency") in accordance with the Dissolution Act (enacted by Assembly Bills 26 and 1484 and Senate Bill 107, as codified in the California Health and Safety Code); and

WHEREAS, Section 34177(j) requires the Successor Agency to prepare a proposed administrative budget and submit it to the Oversight Board for approval; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the upcoming six-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

WHEREAS, the Successor Agency's proposed Fiscal Year 2018-19 Administrative Budget for the period July 1, 2018 to December 31, 2018 and for the period January 1, 2019 to June 30, 2019 has been reviewed and by this Resolution the Successor Agency desires to approve such Administrative Budget and authorize submittal thereof to the Oversight Board for its review and approval; and

WHEREAS, the Administrative Budget, when and as approved by the Oversight Board by this Resolution, will be provided to the County of Fresno Auditor-Controller pursuant to Section 34177(k) so that the Successor Agency's estimated administrative costs in the approved Administrative Budget will be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund for each applicable six-month period.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of Administrative Budget. Pursuant to the Dissolution Act, the Successor Agency approves the Fiscal Year 2018-19 Administrative Budget for the period July 1, 2018 to December 31, 2018 and for the period January 1, 2019 to June 30, 2019 submitted herewith as Exhibit A, which is incorporated herein by this reference.

Section 3. Posting; Transmittal to Appropriate Agencies. The Successor Agency authorizes transmittal of the Fiscal Year 2018-19 Administrative Budget for the period July 1, 2018 to December 31, 2018 and for the period January 1, 2019 to June 30, 2019 to the Oversight

Board for its review and approval and also directs staff to send the Administrative Budget to the Fresno County Auditor-Controller and post it on the Successor Agency's website once reviewed and approved by the Oversight Board.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency, on the 14th day of February, 2018, by the following vote:

AYES:	AGENCY BOARD MEMBERS:
NOES:	AGENCY BOARD MEMBERS:
ABSENT:	AGENCY BOARD MEMBERS:

VICTOR P. LOPEZ
AGENCY CHAIRPERSON

ATTEST:

DB HEUSSER, INTERIM CITY MANAGER

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY)

I, DB HEUSSER, hereby certify that I am the duly appointed Agency Secretary of the Successor Agency to the Orange Cove Redevelopment Agency, and that the foregoing resolution was duly adopted at a regular meeting of the Successor Agency held on the 14th day of February, 2018.

DB HEUSSER
Interim City Manager

EXHIBIT A

SUCCESSOR AGENCY ADMINISTRATIVE BUDGET
FOR FISCAL YEAR 2018-19

ORANGE COVE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FY 2018-19

FY 2018-19 Administrative Activities		Personnel				
County correspondence/coordination	Successor Agency Staff, RSG, Legal Counsel					
State correspondence/coordination	Successor Agency Staff, RSG, Legal Counsel					
Prepare ROPS	Successor Agency Staff, RSG, Legal Counsel					
Prepare administrative budget	Successor Agency Staff, RSG, Legal Counsel					
Governmental asset transfer	Successor Agency Staff, RSG, Legal Counsel					
Oversight Board staff support	Successor Agency Staff, RSG, Legal Counsel					
Management of dissolution activities	Successor Agency Staff, RSG, Legal Counsel					
Annual audit	Accountant					
Manage/monitor finances	Successor Agency Staff, RSG					
Agendas/minutes/Brown Act records assistance	Successor Agency Staff					
Budget by Personnel	Description	Estimated Hours	Average Rate	Total	ROPS A Period	ROPS B Period
Successor Agency Staff Costs	Salaries, Wages, Benefits	3,150	\$42	132,300.00	66,150.00	66,150.00
Operating Expenses	Insurance, Supplies, Maintenance		n/a	4,000.00	2,000.00	2,000.00
RSG, Inc.	Advisory Services (ROPS Preparation, Legislative Guidance, Property Disposition, Cash Flow Projections, State/County Correspondence, etc.)	110	\$180	20,000.00	10,000.00	10,000.00
Legal Counsel	Legal Services (Review materials. Meeting attendance is charged to the City for City Council/Successor Agency meetings.)	60	\$165	9,900.00	4,950.00	4,950.00
Accountant	Audit Services		n/a	3,500.00	1,750.00	1,750.00
Oversight Board Costs	Supplies and Meeting Operations Cost		n/a	2,000.00	1,000.00	1,000.00
Contingency			n/a	300.00	150.00	150.00
Grand Total			\$	172,000.00	\$ 86,000.00	\$ 86,000.00

RESOLUTION NO. SA 2018-02

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 18-19 FOR JULY 2018 THROUGH JUNE 2019 AND AUTHORIZING ITS TRANSMITTAL

WHEREAS, on January 26, 2012, the City Council adopted Resolution No. 2012-09 electing to serve as the Successor Agency to the former Orange Cove Redevelopment Agency ("Successor Agency") in accordance with the Dissolution Act (enacted by Assembly Bills 26 and 1484 and Senate Bill 107, as codified in the California Health & Safety Code); and

WHEREAS, among the duties of successor agencies under the Dissolution Act is the preparation of a Recognized Obligation Payment Schedule ("ROPS") for the ensuing twelve-month period for consideration by a local oversight board and the California Department of Finance ("DOF") for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and,

WHEREAS, the Dissolution Act requires that the proposed ROPS be approved by the local Oversight Board, transmitted for review to the Fresno County Auditor-Controller, State Controller's Office, and DOF; and,

WHEREAS, the proposed ROPS 18-19 for the twelve-month period from July 1, 2018 through June 30, 2019, attached hereto as Exhibit "A" has been prepared and is consistent with the provisions of the Dissolution Act and in the format made available by DOF; and,

WHEREAS, the Successor Agency desires to approve the ROPS 18-19 and transmit it to various parties as required by the Dissolution Act.

NOW, THEREFORE, the Successor Agency to the Orange Cove Redevelopment Agency does hereby resolve as follows:

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of ROPS. The Successor Agency hereby approves and adopts the ROPS 18-19 covering the period of July 1, 2018 through June 30, 2019, in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, as required by the Dissolution Act.

Section 3. Posting; Transmittal to Appropriate Agencies. The City Manager is hereby authorized and directed to post of copy of the ROPS 18-19 on the City's website and

transmit a copy to the Oversight Board for its approval and to other parties as required by the Dissolution Act.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency, on the 14th day of February, 2018, by the following vote:

AYES:	AGENCY BOARD MEMBERS:
NOES:	AGENCY BOARD MEMBERS:
ABSENT:	AGENCY BOARD MEMBERS:

VICTOR P. LOPEZ
AGENCY CHAIRPERSON

ATTEST:

DB HEUSSER, INTERIM CITY MANAGER

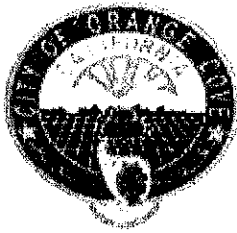
STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY)

I, DB HEUSSER, hereby certify that I am the duly appointed Agency Secretary the Successor Agency to the Orange Cove Redevelopment Agency and that the foregoing resolution was duly adopted at a regular meeting of the Successor Agency held on the 24th day of January, 2018.

DB HEUSSER
Interim City Manager

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2018-19
JULY 2018 THROUGH JUNE 2019



For the Meeting of Feb. 14, 2018

SUCCESSOR AGENCY CITY OF ORANGE COVE REPORT TO THE BOARD

To: Chairman and Members
From: D-B Heusser, Interim Executive Director
Subject: PROPOSAL FROM RSG
Attachment: PROPOSAL

BACKGROUND:

Following the decision by the State to end Redevelopment Agencies, each Agency had to identify a Successor Agency to provide oversight to the close out of the former RDA's responsibilities.

EXECUTIVE SUMMARY:

Each year the City Council has to sit as the Successor Agency Board (to the former Redevelopment Agency) and to review the Recognized Obligation Payment Schedule (ROPS) and to approve the Agency's administrative budget.

The development of the ROPS is both time consuming and technical. The Orange Cove Successor Agency chose to hire an independent and professional group (RSG) to handle the see it through this long process.

The present agreement with RSG is about to expire and they have provided the Agency with a new proposal, which is attached.

RECOMMENDATION:

Staff feels that RSG has done an excellent job and recommends the approval of the agreement.

Prepared by: Heusser

Approved by: 

REVIEW: City Manager: 

Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent				<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Info Item				<input type="checkbox"/> Matter Initiated by a Council
<input checked="" type="checkbox"/> Action Item				Member
<input type="checkbox"/> Department Report				<input type="checkbox"/> Other
<input type="checkbox"/> Redevelopment Agency				<input type="checkbox"/> Continued to: _____

FISCAL IMPACT:

The agreement is funded by the Successor Agency's budget.

ALTERNATIVES:

Not approve and require staff to do the technical work.

ACTIONS FOLLOWING APPROVAL: Agreement is signed.



BETTER COMMUNITIES. BOLDER FUTURES.

ROSENOW SPEVACEK GROUP INC.
309 WEST 4TH STREET
SANTA ANA, CALIFORNIA
92701-4502

T 714 541 4585
F 714 541 1175
E INFO@WEBRSG.COM
WEBRSG.COM

Via Electronic Mail

December 20, 2017

Mr. Randy Uyeda, Finance Director
CITY OF ORANGE COVE
633 6th St,
Orange Cove, CA 93646

**PROPOSAL FOR SUCCESSOR AGENCY ADMINISTRATIVE CONSULTING SERVICES
2018-19**

Dear Mr. Uyeda:

RSG is pleased to present this proposal to the City of Orange Cove ("City") and Successor Agency to the Redevelopment Agency of the City of Orange Cove ("Successor Agency") to provide administrative consulting services for the 2018-19 fiscal year. RSG has been working with the City and Successor Agency since the beginning of redevelopment dissolution in 2012. With RSG's assistance, the Successor Agency has overcome many hurdles and fulfilled numerous state reporting requirements. RSG would like to continue serving the Successor Agency in its capacity as Administrative Consultants and see the Successor Agency through to the end of this arduous process.

SCOPE OF SERVICES

The following scope of services proposes work related to completing the Recognized Obligation Payment Schedule ("ROPS"), the Housing Successor Agency Annual Report, and general advisory services related to these items. RSG is happy to discuss modifications as needed. RSG has identified the following tasks:

Task 1: Budget and Cash Flow

The Successor Agency has faced many challenges throughout the dissolution process, not the least of which has been budget shortfalls during Recognized Obligation Payment Schedule periods. RSG will continue to maintain a working cash flow model for the Successor Agency to anticipate any future budget shortfalls. In addition, RSG will assist the Successor Agency in working to close any budget gaps by employing a variety of methods.

Task 2: Complete Annual ROPS and accompanying Administrative Budget

The Successor Agency must submit a Recognized Obligation Payment Schedule ("ROPS") to the Oversight Board and Department of Finance annually. RSG will assist the Successor Agency in completing the ROPS 19-20 that will be due during the 2018-19 fiscal year. Should any issue arise during the Department of Finance's review of the ROPS, RSG would assist the Successor Agency in drafting a Meet and Confer request and is available to attend the meeting.

FISCAL HEALTH
ECONOMIC DEVELOPMENT
REAL ESTATE, HOUSING
AND HEALTHY COMMUNITIES

The Successor Agency must also submit an administrative budget supporting the use of the annual administrative allowance permitted by law. RSG will prepare the annual administrative budget for fiscal year 2019-20, which will be submitted along with ROPS. The Successor Agency is allowed to amend the ROPS once during the period. RSG can assist the Successor Agency if this needed arises.

Task 3: Navigate Oversight Board Transition and New Legislation

A countywide Oversight Board will replace Orange Cove's local Oversight Board effective July 1, 2018. RSG will help the Successor Agency navigate this transition. RSG will also keep abreast of new legislation and help the Successor Agency adapt and adjust their processes as needed.

Task 4: Housing Successor Agency Report

Senate Bill 341 was enacted in 2013 requiring all housing successor entities to prepare an annual report on its Low and Moderate Income Housing Asset Fund activities. The report for FY 2016-17 is due to the California Department of Housing and Community Development by April 1, 2018. RSG will work with staff to draft this report.

Task 5: Attend Meetings as Necessary

RSG will make a staff member available to the Successor Agency should they need assistance at any Successor Agency or Oversight Board meetings (up to 2 meetings each).

Task 6: Additional Administrative Services as Needed

RSG will assist the Successor Agency with any additional administrative tasks as they arise.

CONTRACT TERM

RSG's contract will begin upon approval by the City and Successor Agency and end on June 30, 2019.

PROJECT TEAM

Ms. Tara Matthews, Partner will be the principal in charge of this engagement. Suzy Kim, Senior Associate will be the Project Manager, and will be assisted by additional staff as needed.

FEE PROPOSAL

RSG will complete consulting services on a time-and-materials basis, with a not to exceed amount of **\$25,000** (\$20,000 for the Successor Agency and \$5,000 for the Housing Successor). RSG does not charge clients for mileage (except direct costs related to field surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

Randy Uyeda, Finance Director
CITY OF ORANGE COVE
December 20, 2017
Page 3

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

HOURLY BILLING RATES:

Principal/Director	\$ 235
Senior Associate	180
Associate	160
Senior Analyst	135
Analyst	125
Research Assistant	110
Technician	80
Clerical	60
Reimbursable Expenses	Cost plus 10%

We appreciate the opportunity to submit our proposal to the City and Successor Agency, and look forward to working with you again. If you have any questions, please do not hesitate to contact me at 714-316-2116.

Sincerely,
RSG, INC.



Suzy Kim
Senior Associate

APPROVED AND AUTHORIZED:

Signed: _____

Title: _____

Date: _____

RESOLUTION NO. SA 2018-03

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY APPROVING A CONTRACT WITH RSG, INC. TO PROVIDE CONSULTING SERVICES TO THE SUCCESSOR AGENCY THROUGH FISCAL YEAR 2018-19

WHEREAS, on January 26, 2012, the City Council adopted Resolution No. 2012-09 electing to serve as the Successor Agency to the former Orange Cove Redevelopment Agency ("Successor Agency") pursuant to the Dissolution Act (enacted by Assembly Bills 26 and 1484 and Senate Bill 107, as codified in the California Health & Safety Code, or "HSC"); and

WHEREAS, HSC Section 34177.3(b) states that successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including acquiring necessary professional administrative services; and

WHEREAS, the Successor Agency desires to approve a contract with RSG, Inc. to provide Successor Agency consulting services through Fiscal Year 2018-19 as outlined in the proposal attached as Exhibit "A" ("RSG Contract"); and

WHEREAS, the RSG Contract is to be funded by the administrative cost allowance pursuant to HSC Section 34171(b); and

WHEREAS, the Successor Agency and Oversight Board adopted an Administrative Budget for Fiscal Year 2017-18 pursuant to HSC Section 34177(j) that included services to be provided under the RSG Contract; and

WHEREAS, HSC Section 34177(j) requires proposals for arrangements for administrative and operations services provided by a city, county, or other entity to be submitted to the oversight board for its approval; and

WHEREAS, the Successor Agency desires to approve the proposed RSG Contract Amendment and send it to the Oversight Board for consideration.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Contract Approval. The RSG Contract is hereby approved.

Section 3. Execution and Transmittal. The City Manager is hereby authorized and directed to take such other and further action consistent with this resolution and sign and transmit any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency,
on the 14th day of February, 2018 by the following vote:

AYES:	CITY COUNCIL MEMBERS:
NOES:	CITY COUNCIL MEMBERS:
ABSENT:	CITY COUNCIL MEMBERS:

VICTOR P. LOPEZ, MAYOR
SUCCESSOR AGENCY CHAIRPERSON

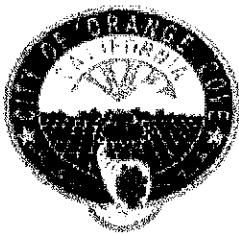
ATTEST:

DB HEUSSER, INTERIM CITY MANAGER

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

I, DB HEUSSER, hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Successor Agency held on the 14th day of February, 2018.

DB HEUSSER
Interim City Manager



For the Meeting of Feb. 14, 2018

SUCCESSOR AGENCY CITY OF ORANGE COVE REPORT TO THE BOARD

To: Chairman and Members
From: D-B Heusser, Interim Executive Director
Subject: AGENCY BOND CONSULTING
Attachment: INFORMATION FROM FINANCE DIRECTOR & PROPOSAL

BACKGROUND:

Following the decision by the State to end Redevelopment Agencies, each Agency had to identify a Successor Agency to provide oversight to the close out of the former RDA's responsibilities.

EXECUTIVE SUMMARY:

Prior to ending the RDA by the State, the Orange Cove RDA had issued a number of bonds which the Successor Agency is now responsible. There are a number of Federal and State reporting requirements. The requirements are technical and it is important to get the reports correct as it can have major impact upon the bonds, and therefore the bond holders and the Successor Agency.

The Orange Cove Successor Agency chose to hire an independent and professional group (A. M. Peche and Associates) to handle the reporting.

The present agreement with A. M. Peche and Associates is about to expire and they have provided the Agency with a new proposal, which is attached.

RECOMMENDATION:

See attached Report from the Finance Director.

Prepared by: Heusser

Approved by: 

REVIEW: City Manager: 

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

FISCAL IMPACT:

The agreement is funded by the Successor Agency's budget.

ALTERNATIVES:

Not approve and require staff to do the technical work.

ACTIONS FOLLOWING APPROVAL: Agreement is signed.



Incorporated January 20, 1948

Date: January 8, 2018
To: Orange Cove Successor Oversight Board
Orange Cove Successor Agency
From: Randy Uyeda, Finance Director
Subject: A.M. Peche & Associates 2018-19 Consulting Agreement

Attachments: A.M. Peche & Associates 2018-19 Consulting Agreement

BACKGROUND

In September, 2014, the Successor Agency issued "Series 2014 Bonds" requiring annual reports under Section 3 "Provisions of Annual Reports" of the Continuing Disclosure Agreement for the issuance of the Bonds. These reports have been prepared in the past by A.M. Peche & Associates as part of an annual consultant agreement.

RECOMMENDATION

A.M. Peche & Associates has performed satisfactory in the past and is familiar with both our Bond issuance and the parties involved in the oversight of the Successor Agency. I therefore recommend we continue to use the consulting services of A.M. Peche & Associates for the ongoing reporting requirements of the Continuing Disclosure Agreement and ask that the attached consulting agreement be approved for another year.

CONSULTING SERVICES AGREEMENT

This **CONSULTING SERVICES AGREEMENT** (the "Agreement") is made and entered into as of the 25th day of January, 2018 ("Effective Date"), by and between the **Successor Agency to the Orange Cove Redevelopment Agency** (the "Agency") and **A. M. Peché & Associates LLC** ("Consultant" or "Peché & Associates LLC").

Upon the following terms and conditions of this Agreement, the Agency desires to retain Consultant to perform the following:

1. PROFESSIONAL SERVICES.

Consultant will provide services under the terms and conditions of this Agreement. The services will consist of serving in the capacity of Disclosure Advisor for the Continuing Disclosure Program for the: Orange Cove Successor Agency's Tax Allocation Refunding Bonds, Series 2014 (the "Series 2014 Bonds") issued on September 30, 2014. The Series 2014 Bonds require annual reports with information listed under Section 3 "Provision of Annual Reports" of the Continuing Disclosure Agreement signed by the Agency as part of the closing documents for these bonds. The Consultant has prepared Disclosure Reports for the under a previous fee agreement that was signed by the Agency on June 25, 2014. This Agreement will replace the prior agreement and commence with the 2016-17 Disclosure Report. Services by the Consultant will commence on the Effective Date and will terminate as provided for in Section 4 of this Agreement.

2. INVOICING AND PAYMENT.

As sole compensation for the performance of the services, the Agency will pay Consultant a fee of \$2,250.00 for each year plus approved costs and expenses. Expenses will include meals and travel costs for travel to the Agency reimbursed at the current IRS mileage reimbursement rate. Telephone, phone, fax and miscellaneous expenses will be billed at a flat fee of \$75 per year. Consultant will invoice the Agency on an annual basis. The Agency will pay each such invoice no later than thirty (30) days after its receipt. Consultant will receive no royalty or other remuneration for the production or distribution of any products developed by the Agency or by Consultant in connection with or based upon the services. Consultant will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, insurance or other similar benefits that the Agency makes or may make available to the Agency's employees.

3. OWNERSHIP OF WORK PRODUCT.

Consultant agrees that any and all ideas, designs, drawings, notes, computer programs, algorithms, documents, information, materials, improvements and inventions made, conceived, developed, created or first reduced to practice in the performance of the services under this Agreement shall be the sole and exclusive property of the Agency (the "Work Product"). Consultant further agrees that the Agency is, and shall be, vested with all right, title and interest in the Work Product. The provisions of this Section 3 shall survive the termination of this Agreement for any reason.

4. TERM.

The term of this Agreement shall be through the completion of the 2018-19 Report. Both Agency and Peché & Associates can decide to enter into a new agreement at that time. Either party may terminate this Agreement upon 14-days notice to the other party for any reason or no reason. In the event the City terminates this Agreement, Consultant shall cease all work immediately after receiving notice from the Agency unless otherwise advised by the Agency and shall invoice the Agency of all time, costs and expenses incurred up to such termination date. The timing of such invoice and payment shall be made without regard to the annual scheduling set forth in Section 2 of this agreement. If neither party terminates this Agreement, this Agreement shall continue in effect until time mutually agreed upon by the parties.

5. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor and is not an agent or employee of the Agency. Consultant has no authority to bind the Agency by contract or otherwise. Consultant will perform the professional services under the general direction of the Finance Director of the City of Orange Cove or his designee, subject to the requirement that Consultant shall at all times comply with applicable law.

6. WARRANTY.

Parties recognize the fact that the services require specialized skills and experience on the part of the Consultant. Consultant warrants that the services hereunder will be of a professional quality conforming to generally accepted industry standards and practices and that Consultant shall maintain all required licenses and certification necessary for performance of the services under this contract and shall ensure that the reports required under this Agreement are filed timely.

Agency has reread the Continuing Disclosure Agreement for the Series 2014 Bonds. Agency warrants that it will provide Consultant with accurate information that can be relied upon to complete the Disclosure Reports. In addition to any of the information expressly required to be provided under the Continuing Disclosure Certificate for the Series 2014 Bonds, the Agency shall provide such further information, if any, as may be necessary to make the specifically required information, in the light of the circumstances under which they are made, not misleading. This is the industry standard for continuing disclosure.

The Agency acknowledges that the Consultant will not independently verify any of the data or information provided to the Consultant, nor will the Consultant conduct a detailed investigation of the affairs of the Agency or Redevelopment Agency to determine the accuracy or completeness of the information gathered in the preparation of the Disclosure Report.

7. NON-MUNICIPAL ADVISOR

In providing Disclosure preparation, Consultant is not serving in the role of a Municipal Advisor, or provide services as a Municipal Advisor, unless engaged by Agency or the City of Orange Cove in a separate agreement in that role.

8. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws.

9. NOTICE.

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

(a) **City of Orange Cove and the Successor Agency to the Orange Cove Redevelopment Agency:** Finance Director, 633 Sixth Street, Orange Cove, CA 93646.

(b) **Consultant:** Albert M. Peché, Manager, A. M. Peché & Associates LLC, 1025 Morton Street, Alameda CA 94501-3904

11. SEVERABILITY.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

12. ASSIGNMENT.

Peché & Associates LLC may assign this Agreement to a successor firm without the necessity of obtaining the consent of the Agency. Peché & Associates LLC agrees to give 14-days notice of assignment to the Agency and upon receipt of such notice Agency agrees to make all payments to the assignee designated in the assignment.

13. WAIVER.

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

14. EQUITABLE REMEDIES.

Because the services are personal and unique and because Consultant will have access to the Agency's confidential information, the Agency will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the Agency may have for a breach of this Agreement.

15. ENTIRE AGREEMENT.

This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and

conditions of Consultant's invoices shall be superseded by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the **CONSULTING SERVICES AGREEMENT** as of the date set forth in the first paragraph hereof.

**SUCCESSOR AGENCY TO THE
ORANGE COVE REDEVELOPMENT AGENCY**

CONSULTANT

Randy Uyeda
Finance Director
City of Orange Cove

Albert M. Peché
Manager
A. M. Peché & Associates LLC