



## **AGENDA**

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

**WEDNESDAY, SEPTEMBER 26, 2018 - 6:30 P.M.**  
**Orange Cove Council Chambers**  
**633 6<sup>th</sup> Street, Orange Cove, California 93646**

**A. Call to Order/Welcome**

Roll Call  
Invocation  
Flag Salute

**B. Confirmation of Agenda**

**C. Presentation**

1. Presentation by Rebecca Martinez of the Boys and Girls Club regarding the Gene Welch Field

**D. Consent Calendar**

2. City Council Minutes of August 22, 2018

**E. Closed Session**

3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One Case)

**F. Reconvene City Council Meeting**

## **G. Administration**

### **Chief of Police:**

4. **SUBJECT:** Consideration and Discussion regarding the monthly activity report

**Recommendation:** Informational Item Only

5. **SUBJECT:** Consideration and Discussion regarding Cameras

**Recommendation:** Council to consider approving language to be place in the planning documents for new commercial construction

### **City Engineer:**

6. **SUBJECT:** Consideration and Discussion regarding Program the Supplement Agreement No. 016-F to Administering Agency-State Agreement No. for the 06-5301F15 Federal Project No. STPL-5301(022)

**Recommendation:** Council to approve the Resolution No. 2018-35 authorizing the Mayor to Execute the Program Supplement Agreement NO. 016-F to Agreement No. 06-5301F15, for Project No. STPL-5301(022) (Adams Avenue Reconstruction from Jacobs to 4<sup>th</sup> Street)

7. **SUBJECT:** Consideration and Discussion regarding the Program Supplement Agreement No. 0P74 Rev. 001 to Administering Agency-State Agreement No. 00168S for the 2015 Orange Cove School Crossing Safety Improvements Federal Project No. ATPL-5301(020)

**Recommendation:** Council to consider approving Resolution No. 2018-36 Authorizing the Mayor to Execute a Program Agreement to OP74 REV. 001 to Agreement No. 00168S, for Project No. ATPL-5301(020) (2015 Orange Cove School Crossing Safety Improvements)

8. **SUBJECT:** Consideration and Discussion regarding Program Supplement Agreement No. 015-F to Administering Agency-State Agreement No. for the 06-5301F15 Federal Project No. CML-5301(021)

**Recommendation:** Council to consider approving Resolution No. 2018-37 Authorizing Mayor to Execute a Program Supplement Agreement No. 015-F to Agreement No. 06-5301F15, for Project No. CML-5301(021)(D Street Sidewalk from 9<sup>th</sup> to Center)

**Interim Public Works Superintendent:**

9. **SUBJECT:** Consideration and Discussion regarding status report on projects

**Recommendation:** Informational item only

**Financial Consultant:**

10. **SUBJECT:** Consideration and Discussion update report on the following:
- a. Fiscal Year-2018 Audit
  - b. Fiscal Year-2019 Budget

**Recommendation:** Informational Item Only

**Events Committee:**

11. **SUBJECT:** Consideration and Discussion regarding the Upcoming Events presented by the Event Committee Chairman Mario Villarreal

**Recommendation:** Informational Item only

**Interim City Manager:**

12. **SUBJECT:** Consideration and Discussion regarding the ABC License for Orange Cove Dollar General

**Recommendation:** Council to consider approving the ABC License for Orange Cove Dollar General located at 1330 Park Blvd., Orange Cove, CA

13. **SUBJECT:** Consideration and Discussion regarding the usage of the Orange Cove Community Center on October 19, 2018 requested by Sandra Juarez

**Recommendation:** Council to consider waiving the fees at the Community Center on October 19, 2018 for a 80<sup>th</sup> Birthday for Juanita Cantu

14. **SUBJECT:** Consideration and Discussion regarding the Check Register

**Recommendation:** Council to approve the Check Register from Invoice number 2401 to 229140356

15. **SUBJECT:** Consideration and Discussion regarding the Amended Joint Powers Agreement between the County of Fresno and the cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg, Fowler and Parlier

**Recommendation:** Council to consider approving the Amended Joint Powers Agreement between the County of Fresno and the cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg, Fowler and Parlier

16. **SUBJECT:** Consideration and Discussion regarding the City Managers Position and the Interim City Manager

**Recommendation:** Council to consider re-advertising for the City Manager's Positon and appointing Rudy Hernandez as the Interim City Manager

#### **H. 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.

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

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

#### **K. City Council Communications**



## **L. Closed Session**

- 17.** Conference with Labor Negotiators (Government Code Section 54957.6)  
City Designated Representative: Anthony B. Lopez, Interim City Manager
1. Employee Organization: International Union of Operating Engineers, Stationary Engineers, Local 39
  2. Employee Organization: Orange Cove Police Officers Association
- 18.** Government Code Section 54956.8  
Conference with Real Property Negotiator  
Property: Lot 1 APN 378-290-49T; Lot 2 APN 378-290-50T; Lot 3 APN 378-290-51T; Lot 4 APN 378-290-52T; Lot 5 APN 378-290-53T  
City Negotiator: City Manager  
Under Negotiation: Price and Terms of Payment

## **M. Reconvene City Council Meeting**

## **N. Adjournment**

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

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

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

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

provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

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

### **GENERAL RULES OF DECORUM**

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

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

## **ENFORCEMENT OF DECORUM RULES**

(Resolution No. 2012-16)

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

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

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



## MINUTES

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

WEDNESDAY, AUGUST 22, 2018 - 6:30 P.M.  
Orange Cove Council Chambers  
633 6<sup>th</sup> Street, Orange Cove, California 93646

### A. Call to Order/Welcome

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

STAFF PRESENT: Interim City Manager Anthony Lopez  
Police Chief Marty Rivera  
City Attorney, Dan McCloskey  
City Clerk June V. Bracamontes

INVOCATION: Councilman Gilbert Garcia

FLAG SALUTE: Mayor Victor P. Lopez

### B. Confirmation of Agenda

By consensus Council approved to delete item #10 off the agenda

### C. Presentation

1. Presentation by Alfredo Martinez Villa from Orange Cove Farmers Insurance and Nancy Morfin from Orange Cove Academy West Insurance regarding Certificate Liability Insurance

Mr. Alfredo Martinez Villa from Farmers Insurance presented to Council about what Farmers Insurance provides as follows:

- Liability Insurance for events such as quinceaneras/weddings price will vary depending how many people
- Car Registration Services
- Notary
- Health plans/Vison/Medicare
- Marriage

(Ms. Nancy Morfin from Academy West Insurance was not present)

#### **D. Consent Calendar**

##### **2. City Council Minutes August 8, 2018**

**Upon the motion by Councilman Rodriguez and seconded by Councilman Garcia, Council approved the Consent Calendar as presented.**

**YES: Lopez, Garcia, Rodriguez**  
**NO: None**  
**ABSENT: Silva and Cervantes**  
**ABSTAIN: None**

#### **E. Administration**

##### **Police Chief:**

- 3. SUBJECT:** Consideration and Discussion regarding an Audit and Inventory of Evidence Storage Facility

**Recommendation:** Council to consider approving the audit and inventory of Evidence Storage Facility

**Upon the motion by Councilman Garcia and seconded by Councilman Rodriguez, Council approved to hire Key Evidence Inventory to conduct a complete inventory audit in the amount of \$10,000.**

**YES: Lopez, Garcia, Rodriguez**  
**NO: None**  
**ABSENT: Silva and Cervantes**  
**ABSTAIN: None**

##### **Finance Consultant:**

- 4. SUBJECT:** Consideration and Discussion regarding Services Agreement with Tuckfield & Associates to Prepare Revenue

Sufficiency Analysis Reports for both Water & Wastewater Enterprise Funds.

**Recommendation:** Council to consider approving the Service Agreement with Tuckfield & Associates to Prepare Revenue Sufficiency Analysis Reports for both Water & Wastewater Enterprise Funds.

Upon the motion by Councilman Rodriguez and seconded by Mayor Lopez, Council approve the **Service Agreement with Tuckfield & Associates to Prepare Revenue Sufficiency Analysis Reports for both Water & Wastewater Enterprise Funds.**

**YES:** Lopez, Garcia, Rodriguez  
**NO:** None  
**ABSENT:** Silva and Cervantes  
**ABSTAIN:** None

5. **SUBJECT:** Consideration and Discussion regarding Transportation Claim for Fiscal Year 2018-2019

**Recommendation:** Council to approve the Transportation Claim for Fiscal Year 2018-2019

Upon the motion by Councilman Rodriguez and seconded by Councilman Garcia, Council approved the **Transportation Claim for Fiscal Year 2018-2019 as presented.**

**YES:** Lopez, Garcia, Rodriguez  
**NO:** None  
**ABSENT:** Silva and Cervantes  
**ABSTAIN:** None

**Interim City Manager:**

6. **SUBJECT:** Consideration and Discussion regarding the Tour de Fresno Charity Bike Ride

**Recommendation:** Council to consider approving Tour de Fresno Charity Bike Ride in the City of Orange Cove on September 15, 2018 at Eaton Park

Upon the motion by Councilman Rodriguez and seconded by Councilman Garcia, Council approved to provide Water and Fruit and approved the **Tour de Fresno Charity Bike Ride in the City of Orange Cove on September 15, 2018 at Eaton Park**

**YES:** Lopez, Garcia, Rodriguez  
**NO:** None  
**ABSENT:** Silva and Cervantes  
**ABSTAIN:** None

7. **SUBJECT:** Consideration and Discussion regarding the Second Reading of Ordinance No. 384 Amending Chapter 5.12 of Title 5 of the Orange Cove Municipal Code relating to Confectionary Wagon

**Recommendation:** Council to consider approving the Second Reading and Adoption of Ordinance No. 384 by title only waiving full reading

Concerns from two (2) business owners in Orange Cove as follows:

1. Meisa Rashid business owner of Primo's Market in Orange Cove asked Mayor and Council "how is this Ordinance going to protect the Business owners"? As a business owner she pays for overhead, electricity, taxes and a mortgage. While an individual/vendor can just take a permit out through the city that will cost them only \$10.00 to sell their product that maybe 10 cents less which will take away from her business. Does not feel this is fair to the business owners in town.
2. Mr. and Mrs. Medina Owners of the Orange Cove Flower Basket presented their concern about the weekend warriors which come and go and not being enforced. Another concern is a business in town who allows vendors to sale flowers and bears on their property during Mothers and Valentines which hurts their business. Owners stress they pay taxes to the city and the city makes money and with these vendors coming in it hurts their business they make no money and the city makes no money. They were asked not to sale their snow cones until the Ordinance is approved. After approval there will be a 30 day waiting period before the Ordinance takes effect.
3. Mr. David Lopez presented to Council stated he operates in Reedley and what they require is a City Business License as long as you are 1000 feet from the business, and the permit cost him \$204.00. He sets up at AC Market and TJ Market work closely with the businesses
4. A business person first name Angie from Orange Cove has an alcoholic anonymous program and to help the home people. (She spoke in Spanish). Mayor asked that she meet with the City Manager.

Upon the motion by Councilman Rodriguez and seconded by Mayor Lopez, Council approved the Second Reading and Adoption of Ordinance No. 384 by title only waiving full reading

**YES:** Lopez and Rodriguez  
**NO:** Garcia  
**ABSENT:** Silva and Cervantes  
**ABSTAIN:** None

8. **SUBJECT:** Consideration and Discussion regarding the Regular City Council Meeting of September 12, 2018

**Recommendation:** Council to consider cancelling the September 12, 2018 due to the League of California Cities Conference for Mayors and Councilmembers

Upon the motion by Councilman Rodriguez and seconded by Mayor Lopez, Council approved to cancel the September 12, 2018 due to the League of California Cities Conference for Mayors and Councilmembers

**YES:** Lopez, Garcia, Rodriguez  
**NO:** None  
**ABSENT:** Silva and Cervantes  
**ABSTAIN:** None

9. **SUBJECT:** Consideration and Discussion regarding the Check Register dated August 17, 2018 Invoice number 080118 to 40534

**Recommendation:** Council to consider approving the Check Register dated August 17, 2018

Upon the motion by Councilman Rodriguez and seconded by Mayor Lopez, Council approved the Check Register dated August 17, 2018 Invoice number 080118 to 40534

**YES:** Lopez, Garcia, Rodriguez  
**NO:** None  
**ABSENT:** Silva and Cervantes  
**ABSTAIN:** None

10. **SUBJECT:** Consideration and Discussion regarding the Finance Director Position

**Recommendation:** Council to consider hiring a new Finance Director for the City of Orange Cove



Item Removed

11. **SUBJECT:** Consideration and Discussion regarding AB 939 MOU Agreement between the County and the City of Orange Cove

**Recommendation:** Council to consider approving the AB 939 MOU Agreement between the County and the City of Orange Cove

**Upon the motion by Councilman Rodriguez and seconded by Mayor Lopez, Council approve the AB 939 MOU Agreement between the County and the City of Orange Cove**

**YES:** Lopez, Garcia, Rodriguez  
**NO:** None  
**ABSENT:** Silva and Cervantes  
**ABSTAIN:** None

**F. Public Forum**

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

1. Mr. David Keyes introduced himself to Council and Public. He is running for Fresno County Auditor Controller run off for the General Election.

**G. City Manager's Report**  
No report.

**H. City Attorney's Report**  
No report.

**I. City Council Communications**  
No report from Mayor and Council.

**J. Adjournment**

Mayor Lopez adjourned the City Council Meeting at 8:35 pm

RESPECTFULLY SUBMITTED:

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June V. Bracamontes, City Clerk  
City of Orange Cove

PRESENT TO COUNCIL:

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

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



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

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**Date:** September 26, 2018

**Title:** Cameras

**SUBMITTED:** Marty Rivera  
Chief of Police

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**Background:**

In 2014 the city began placing cameras in all city property that did not already have cameras.

When the Orchard Village Apartments began to renovate, they agreed to place cameras in the apartment complex that would be tied into the server located at the police department. By placing cameras in the complex, crime and calls for police service there has been reduced.

We could use cameras as a crime deterrent throughout the city. If crime did occur in areas covered by cameras, the video footage from the cameras would be useful in solving the crime. Main roads for traffic into and out of the city would be desirable locations for cameras. Areas with commercial businesses could benefit tremendously in identification of suspects committing criminal acts.

**Recommendation:**

The recommendation is for the City Council to consider approving language to be placed in planning documents for new commercial construction. The language would require them to provide cameras that would be suitable for connection to the servers at the police department.

The following is language that could be used in the planning documents:

***"The Developer or successor in interest shall provide security cameras on the site with the design specification and placement location approved by the Orange Cove Police Department. The Developer or successor in interest shall provide the Orange Cove Police Department with additional storage capacity in the amount of one Terabyte."***

**Fiscal Impact**

There should be little fiscal impact to the city, as we could require them to maintain them.

Prepared by:  
Marty Rivera Chief of Police

A handwritten signature, possibly "ABR", is enclosed within a hand-drawn oval. A horizontal line is drawn across the signature.

Approved by:  
Interim- City Manager



## CITY OF ORANGE COVE

### REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Alfonso Manrique, City Engineer

**Subject:** Resolution Authorizing the Mayor to Execute the Program Supplement Agreement No. 016-F to Administering Agency-State Agreement No. for the 06-5301F15 Federal Project No. STPL-5301(022) and Authorizing the Mayor to Act on Behalf of the City of Orange Cove

**Attachments:** Resolution No. 2018-35  
Program Supplement Agreement No. 016-F

#### **RECOMMENDATION:**

City Council adopt a Resolution Authorizing the Mayor to Execute the Program Supplement Agreement No. 016-F to Administering Agency-State Agreement No. 05-5301F15 for the Adams Avenue Reconstruction from Jacobs to 4th: Federal Project No. STPL-5301(022) and Authorizing the Mayor to Act on Behalf of the City of Orange Cove.

#### **EXECUTIVE SUMMARY:**

This resolution authorizes the Mayor to execute a Program Supplement Agreement. This will allow the City to invoice expenses for the preliminary engineering phase of the project to reconstruct Adams Avenue from Jacobs Avenue to 4<sup>th</sup> Street.

#### **BACKGROUND:**

In 2015, the City applied for funds to reconstruct Adams Avenue from Jacobs Avenue to 4<sup>th</sup> Street. The project will involve reconstructing the road, replacing existing damaged curb and gutter, miscellaneous concrete repairs, and the replacement of non-compliant curb ramps.

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

The City of Orange Cove has received Surface Transportation Program (Local) (STPL) funds for the reconstruction project. The City has received the Authorization to Proceed with Preliminary Engineering and Caltrans has sent the Program Supplemental Agreement No. 016-F for execution.

The State of California, acting through Caltrans, is administering the STPL funds. These funds will be paid to the City of Orange Cove pursuant to the provisions of the Administering Agency-State Agreement No. 016F. In order to receive funds for a specific project, the City must execute a supplemental agreement that identifies the specific project and any special conditions. The State requires the City to adopt a resolution that clearly identifies the project and the official authorized to execute the agreement. The attached resolution meets the requirements.

#### **FISCAL IMPACT:**

The project is funded by a combination of Federal and local funds. The total estimated project cost is \$387,630. Adoption of the proposed resolution secures \$29,658.00 of Federal funds with a required local match of \$3,843.00.

There is no impact to the General Fund.

**ALTERNATIVES:**

There is no alternative Action

**ACTIONS FOLLOWING APPROVAL:**

Following approval, the Mayor will sign two copies of the Program Supplement Agreement. Caltrans will then ratify the agreement and return a fully executed copy to the City. Once a fully executed agreement is in place, invoices for reimbursement can be processed.

**CONFLICT OF INTEREST:**

None.

Prepared by: Paul Sereno Approved by: Alfonso Manrique

REVIEW: Mayor: \_\_\_\_\_ 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: _____	



PROGRAM SUPPLEMENT NO. F016  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR FEDERAL-AID PROJECTS NO 06-5301F15

Adv Project ID Date: July 30, 2018  
0618000227 Location: 06-FRE-0-ORCV  
Project Number: STPL-5301(022)  
E.A. Number:  
Locode: 5301

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 10/26/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

On Adams Avenue from Jacobs Avenue to 4th Street.

**TYPE OF WORK:** Road Reconstruction

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M24E	\$29,658.00	LOCAL	OTHER
\$33,501.00			\$3,843.00	\$0.00

CITY OF ORANGE COVE

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer

Date 7/30/18 \$29,658.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT





**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

Headquarters Division of  
Local Assistance

JUL 31 2018

from local Programs Accounting

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM SUPPLEMENT AGREEMENT  
NO. 016-F TO AGREEMENT NO. 06-5301F15, FOR PROJECT NO. STPL-5301(022)  
(ADAMS AVENUE RECONSTRUCTION FROM JACOBS TO 4TH)

WHEREAS, the City of Orange Cove, has received a request from the Department of Transportation to enter into a Program Supplemental Agreement No. 016-F to Master Agreement No. 06-5301F15 for project No. STPL-5301(022); and

WHEREAS, the City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City Council appoints the Mayor as the designated City representative to execute the Program Supplemental Agreement No. 016-F.

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. That it does hereby authorize the Mayor to execute said document.
3. 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.
4. 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 September 26, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk





## **CITY OF ORANGE COVE**

### **REPORT TO THE CITY COUNCIL**

**To:** Orange Cove City Council

**From:** Alfonso Manrique, City Engineer

**Subject:** Resolution Authorizing the Mayor to Execute the Program Supplement Agreement No. 0P74 Rev. 001 to Administering Agency-State Agreement No. 00168S for the 2015 Orange Cove School Crossing Safety Improvements Federal Project No. ATPL-5301(020) and Authorizing the Mayor to Act on Behalf of the City of Orange Cove

**Attachments:** Resolution No. 2018-36  
Program Supplement Agreement No. 0P74 Rev. 001

#### **RECOMMENDATION:**

City Council adopt a Resolution Authorizing the Mayor to Execute the Program Supplement Agreement No. 0P74 Rev. 001 to Administering Agency-State Agreement No. 00168S for the Orange Cove School Crossing Safety Improvements: Federal Project No. ATPL-5301(020) and Authorizing the Mayor to Act on Behalf of the City of Orange Cove.

#### **EXECUTIVE SUMMARY:**

This resolution authorizes the Mayor to execute a Program Supplement Agreement. This will allow the City to invoice expenses for the construction phase of the project to construct school crossing safety improvements. These improvements included traffic calming bulb-outs, sidewalk, enhanced visibility crosswalk markings, and enhanced crossing warning signs with rapid flashing beacons.

#### **BACKGROUND:**

In 2015, the City applied for funds to construct various school crossing safety improvements. The project will include: bulb-outs at 3 intersections next to the elementary schools, the middle school, and the high school; a sidewalk on the west side of 4<sup>th</sup> Street between B Street and Adams Avenue; and enhanced crosswalk markings and rapid flashing beacon/crossing signs at each location.

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

The City of Orange Cove has received state Active Transportation Program (ATPL) funds for school crossing safety improvements project. The City has received the funding allocation from the California Transportation Commission (CTC) and Caltrans has sent the Program Supplemental Agreement No. 0P74 Rev. 001 for execution.

The State of California, acting through Caltrans, is administering the ATPL funds. These funds will be paid to the City of Orange Cove pursuant to the provisions of the Administering Agency-State Agreement No. 00168S. In order to receive funds for a specific project, the City must execute a supplemental agreement that identifies the specific project and any special conditions. The State requires the City to adopt a resolution that clearly identifies the project and the official authorized to execute the agreement. The attached resolution meets the requirements.



**FISCAL IMPACT:**

The project is funded by state funds. The total estimated project cost is \$247,000. Adoption of the proposed resolution secures \$215,000 of state funds with no required local match.

There is no impact to the General Fund.

**ALTERNATIVES:**

There is no alternative action.

**ACTIONS FOLLOWING APPROVAL:**

Following approval, the Mayor will sign two copies of the Program Supplement Agreement. Caltrans will then ratify the agreement and return a fully executed copy to the City. Once a fully executed agreement is in place, invoices for reimbursement can be processed.

**CONFLICT OF INTEREST:**

None.

Prepared by: Paul Sereno Approved by: Alfonso Manrique

REVIEW: Mayor: \_\_\_\_\_ 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: _____	

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711



July 31, 2018

File : 06-FRE-0-ORCV  
ATPL-5301(020)  
2015 Orange Cove School Crossing  
Safety Improvements

Mr. Gary Horn  
City Engineer  
City of Orange Cove  
2985 N Burl Street, Suite 101  
Fresno, CA 93727

Dear Mr. Horn:

Enclosed are two originals of the Program Supplement Agreement No. 0P74 Rev. 001 to Administering Agency-State Master Agreement No. 00168S and an approved Finance Letter for the subject project. **Please retain the signed Finance Letter for your records.**

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. **ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF.** A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

*Christian P. Jensen*

JOHN HOOLE, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosures

c: OLP AE Project Files  
(06) DLAE - James Perrault

DEPARTMENT OF TRANSPORTATION  
DIVISION OF ACCOUNTING  
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 07/30/2018 EA No:  
D\_CO\_RT: 06-FRE-0-ORCV  
Project No: ATPL-5301(020)  
Adv Project Id: 0617000186  
Agreement End Date:

Attention: City of Orange Cove

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE (ATP)	LOCAL
Agency Preliminary Engineering - PAVED		\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
Agency Preliminary Engineering - PS&E		\$30,000.00	\$30,000.00	\$30,000.00	\$0.00
Contract Items: \$182,000 Contingencies: \$8,000 Total: \$190,000					
Construction		\$190,000.00	\$190,000.00	\$190,000.00	\$0.00
Agency Construction Engineering		\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
Totals:		\$247,000.00	\$247,000.00	\$247,000.00	\$0.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature:

*Christian P. Jensen*

Title: HQ Senior Area Engineer

For questions regarding finance letter, contact:

Printed Name : Christian P. Jensen

Telephone No: 916-653-3085

Remarks:

ACCOUNTING INFORMATION										ATPL-5301(020)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE			
0617000186	17108	2030720100		\$32,000.00	1617	\$2,000.00	\$30,000.00	06/30/22					
0617000186	18108	2030720100		\$215,000.00	1718	\$0.00	\$215,000.00	06/30/23					



PROGRAM SUPPLEMENT NO. P74 Rev. 1  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO 00168S

Adv Project ID                      Date: July 23, 2018  
0617000186                      Location: 06-FRE-0-ORCV  
Project Number: ATPL-5301(020)  
E.A. Number:  
Locode: 5301

This Program Supplement, effective 03/15/2017, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00168S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/11/08 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

2015 Orange Cove School Crossing Safety Improvements

**TYPE OF WORK:** Pedestrian Walkway

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$247,000.00	\$247,000.00		\$0.00	\$0.00

CITY OF ORANGE COVE

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance;

Accounting Officer \_\_\_\_\_

Date 7/24/18 \$247,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

## Page \_\_\_\_ of \_\_\_\_

CT 00168SP74

## Local Assistance

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

**SPECIAL COVENANTS OR REMARKS**

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

**SPECIAL COVENANTS OR REMARKS**

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: [www.dot.ca.gov/hq/audits/](http://www.dot.ca.gov/hq/audits/).

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

**SPECIAL COVENANTS OR REMARKS**

- J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.
2. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.



Headquarters Division of  
Local Assistance

JUL 26 2018

from local Programs Accounting

RESOLUTION NO. 2018-36

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM SUPPLEMENT AGREEMENT NO. 0P74 REV. 001 TO AGREEMENT NO. 00168S, FOR PROJECT NO. ATPL-5301(020) (2015 ORANGE COVE SCHOOL CROSSING SAFETY IMPROVEMENTS)

WHEREAS, the City of Orange Cove, has received a request from the Department of Transportation to enter into a Program Supplemental Agreement No. 0P74 Rev. 001 to Master Agreement No. 00168S for project No. ATPL-5301(020); and

WHEREAS, the City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City Council appoints the Mayor as the designated City representative to execute the Program Supplemental Agreement No. 0P74 Rev. 001.

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. That it does hereby authorize the Mayor to execute said document.
3. 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.
4. 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 September 26, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk



## CITY OF ORANGE COVE

### REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Alfonso Manrique, City Engineer

**Subject:** Resolution Authorizing the Mayor to Execute the Program Supplement Agreement No. 015-F to Administering Agency-State Agreement No. for the 06-5301F15 Federal Project No. CML-5301(021) and Authorizing the Mayor to Act on Behalf of the City of Orange Cove

**Attachments:** Resolution No. 2018-37  
Program Supplement Agreement No. 015-F

#### **RECOMMENDATION:**

City Council adopt a Resolution Authorizing the Mayor to Execute the Program Supplement Agreement No. 015-F to Administering Agency-State Agreement No. 05-5301F15 for the D Street Sidewalk from 9<sup>th</sup> to Center: Federal Project No. CML-5301(021) and Authorizing the Mayor to Act on Behalf of the City of Orange Cove.

#### **EXECUTIVE SUMMARY:**

This resolution authorizes the Mayor to execute a Program Supplement Agreement. This will allow the City to invoice expenses for the preliminary engineering phase of the project to construct sidewalks and ramps on the south side of D Street from 9<sup>th</sup> to Center.

#### **BACKGROUND:**

In 2015, the City applied for funds to construct new sidewalks and ramps on the south side of D Street. The project will improve the pedestrian experience, reduce the number of vehicle trips, and reduce emissions.

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

The City of Orange Cove has received Federal Congestion Mitigation Air Quality (CMAQ) funds for the sidewalk and ramp project. The City has received the Authorization to Proceed with Preliminary Engineering and Caltrans has sent the Program Supplemental Agreement No. 015-F for execution.

The State of California, acting through Caltrans, is administering the CMAQ funds. These funds will be paid to the City of Orange Cove pursuant to the provisions of the Administering Agency-State Agreement No. 06-5301F15. In order to receive funds for a specific project, the City must execute a supplemental agreement that identifies the specific project and any special conditions. The State requires the City to adopt a resolution that clearly identifies the project and the official authorized to execute the agreement. The attached resolution meets the requirements.

#### **FISCAL IMPACT:**

The project is funded by a combination of Federal and local funds. The total estimated project cost is \$86,330. Adoption of the proposed resolution secures \$10,180.00 of Federal CMAQ funds with a required local match of \$1,320.00.

There is no impact to the General Fund.

**ALTERNATIVES:**

There is no alternative action.

**ACTIONS FOLLOWING APPROVAL:**

Following approval, the Mayor will sign two copies of the Program Supplement Agreement. Caltrans will then ratify the agreement and return a fully executed copy to the City. Once a fully executed agreement is in place, invoices for reimbursement can be processed.

**CONFLICT OF INTEREST:**

None.

Prepared by: Paul Sereno Approved by: Alfonso Manrique

REVIEW: Mayor: \_\_\_\_\_ 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: _____	



**Yamabe & Horn Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

**LETTER OF TRANSMITTAL**

TO: Alfonso Manrique  
AM Consulting Engineers  
5150 N. Sixth St. Suite #124  
Fresno, CA 93710

DATE: , 2018

**RE: D Street Sidewalks, Orange Cove**

Enclosed we are sending you: —

Via: Mail

Description

Program Supplement for the D Street Sidewalk project.

These are transmitted:

- |  |  |                                       |
|--|--|---------------------------------------|
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> For Corrections | <input type="checkbox"/> For Approval |
| <input type="checkbox"/> As Requested            | <input type="checkbox"/> For Review      | <input type="checkbox"/> Payment      |
| <input type="checkbox"/> For Signatures          | <input type="checkbox"/> _____           |                                       |

Remarks:

Alfonso, For follow-up with the City. I will notify Local Assistance about the change in CE so they can send these to you.

Thanks,

Sincerely,

Gary D. Horn  
ghorn@yhmail.com



**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711



File : 06-FRE-0-ORCV

CML-5301(021)

On D Street from 9th to Center

July 19, 2018

Mr. Gary Horn  
City Engineer  
City of Orange Cove  
2985 N Burl Street, Suite 101  
Fresno, CA 93727

Dear Mr. Horn:

Enclosed are two originals of the Program Supplement Agreement No. 015-F to Administering Agency-State Agreement No. 06-5301F15 and an approved Finance Letter for the subject project. **Please retain the signed Finance Letter for your records.**

**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. **ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF.** A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

*for* *Christean P. Jensen*

JOHN HOOLE, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(06) DLAE - James Perrault

PROGRAM SUPPLEMENT NO. F015  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR FEDERAL-AID PROJECTS NO 06-5301F15

Adv Project ID      Date: July 13, 2018  
0618000226      Location: 06-FRE-0-ORCV  
Project Number: CML-5301(021)  
E.A. Number:  
Locode: 5301

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 10/26/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

On D Street from 9th to Center

**TYPE OF WORK:** Pedestrian Walkway

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	2003		LOCAL		OTHER
\$11,500.00		\$10,180.00	\$1,320.00		\$0.00

CITY OF ORANGE COVE

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance

Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 7/13/18 \$10,180.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

DEPARTMENT OF TRANSPORTATION  
DIVISION OF ACCOUNTING  
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Attention: City of Orange Cove

Date: 07/18/2018  
D\_CO\_RT: 06-FRE-0-ORCV  
Project No: CML-5301(021)  
Adv Project Id: 0618000226  
Agreement End Date: 08/28/2020

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL Z003	LOCAL
Agency Preliminary Engineering	Lump Sum	\$11,500.00	\$11,500.00	88.52%	\$10,180.00	\$1,320.00
Totals:		\$11,500.00	\$11,500.00	0.00%	\$10,180.00	\$1,320.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature:

*Christian P. Jensen*

Title: HQ Senior Area Engineer

For questions regarding finance letter, contact:

Printed Name : Christian P. Jensen

Telephone No: 916-653-3085

Remarks:

ACCOUNTING INFORMATION										Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE	
0618000226	18102F	2030010820	F	\$10,180.00	1718	\$0.00	\$10,180.00	06/30/23			



STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
PROGRAM SUPPLEMENT AND CERTIFICATION FORM  
PSCF (REV. 01/2010)

Page 1 of 1

TO: STATE CONTROLLER'S OFFICE

## Claims Audits

3301 "C" Street, Rm 404

**Sacramento, CA 95816**

7/13/2018 0618000226

REQUISITION NUMBER / CONTRACT NUMBER

061900000021

FROM:

Department of Transportation

**SUBJECT:**

## Encumbrance Document

VENDOR / LOCAL AGENCY:

**CITY OF ORANGE COVE**

CONTRACT AMOUNT:

**\$10,180.00**

**PROCUREMENT TYPE:**

## Local Assistance

[illegible]

**ADA Notice:** For Individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.  
  
B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).  
  
C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.  
  
D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

RESOLUTION NO. 2018-37

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENT  
AGREEMENT NO. 015-F TO AGREEMENT NO. 06-5301F15, FOR PROJECT NO. CML-  
5301(021)  
(D STREET SIDEWALK FROM 9<sup>TH</sup> TO CENTER)

WHEREAS, the City of Orange Cove, has received a request from the Department of Transportation to enter into a Program Supplemental Agreement No. 015-F to Master Agreement No. 06-5301F15 for project No. CML-5301(21); and

WHEREAS, the City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City Council appoints the City Manager as the designated City representative to execute the Program Supplemental Agreement No. 015-F.

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. That it does hereby authorize the City Manager to execute said document.
3. 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.
4. 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 September 26, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk

*Mayor*  
*Victor P. Lopez*

*Mayor Pro Tem:*  
*Diana Guerra Silva*

*City Council Members:*  
*Gilbert Garcia*  
*Minerva Pineda*  
*Josie Cervantes*



*City Manager:*  
*Samuel A. Escobar*  
*(559) 626-4488 ext. 215*

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

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

Incorporated January 20, 1948

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

## **Public Works Department**

### **Monthly Status Update**

Council Meeting 9/26/2018

During the month of September 2018, I have been closely coordinating with public works, water treatment and wastewater treatment departments, on all work that has been done or scheduled to be complete. As followed below is a department list of routine work assignments and special job tasks.

#### Public Works Department

##### **Parks**

- James O Eaton
- Sheridan
- EDA
- BMX
- Soccer

All cities parks are meowed, edged, weeded and air blown weekly, trash is being picked up daily. All sprinklers are replaced and repaired as needed.

We have 2 ride along mowers that are maintenance every 3 weeks, lubed, greased, belt change outs and blade replacement or sharpening.

##### **Street scrape**

- Rails to Trails
- Park Bulv. Islands
- Citrus Drive Islands
- Joe Serna oleanders

All street Scape areas are pruned, raked and weeded every 2 to 3 months, except for Park Boulevard Island Grounds keeping is done daily

##### **Building Maintenance**

- City Hall
- Senior Center
- Police Department
- Fire Department
- Julia Lopez Child Development

All city Buildings are being Maintenance as per request



#### Street Sings

- Daily inspection and sing replacement as needed
- 4 stops sings have been replaced and 6 poles

#### Graffiti Removal

- Is being done As needed

#### Street Pot Holes

- Holes are being filled with asphalt as per request

#### Janitorial

- City Hall
- Education Development Center
- Park Restrooms
- Senior Center
- Police Department
- Water Treatment office
- Wastewater Treatment office
- All Cities Building areas are being swept, moped, trash, and the Floor buffer is only used at the Education Development Center

#### Animal Control

- Daily Patrols are being taken by all School sites and Parks

#### Water treatment Department

##### Daily operations

- Daily samples & readings
- Back washing Filters A & B
- Running Recycling water system
- Solids handling

##### Storage Pond maintenance

- Had construction company scrape storage ponds
- Prim storage pond pumps
- Copper samples are being taken every 2 hours

##### Meters

- Monitor Bacon web site and meter repairs

## Wastewater treatment Department

### Daily operations

- Daily lab samples and meter readings
- Daily maintenance inspections
- Weed , rodent control

### Operation Summer Discharge

- Disking parcels
- Running pumps

### Operation Summer Dry Solids

- Monitor sludge digester
- Dry bed wasting
- Hauling dry sludge



**Date:** September 26, 2018  
**To:** Mayor and City Council  
**From:** Rudy Hernandez, Financial Consultant  
**Subject:** Update Regarding the FY 2017-18 Audit Report.  
**Attachments:** None.

**BACKGROUND:**

On August 8, 2018, the City Council approved a three-Year professional services agreement with Price Page & Company for independent audit services. Since that time, staff has spent a great amount of time preparing audit schedules, performing account analysis and other reconciliations. Per my recent discussion with our new auditor, it appears that the FY 2017-18 audit report will not be completed until February 2019 (See attached e-mail) rather than December 2018. The reason for this one month delay is based on the following:

- The new auditor will need to review the prior year auditor's (Bryant Jolley) audit schedules to verify the beginning balances for FY 2017-18. According to our new auditor, this does take some time to complete.
- The new auditor will need to familiarize themselves with the City of Orange Cove's Financial Operations and Internal Controls.
- The auditor does verify financial data with other financial institutions (Banks, LAIF, etc.) This process sometimes takes time to obtain from the financial institutions.
- City staff is in the process of revamping/overhauling the accounting system which is going to make future audits easier to complete and less costly.

**RECOMMENDATION:**

Informational Item Only


**EXECUTIVE SUMMARY:**

State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformance with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

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

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

REVIEW: City Manager: \_\_\_\_\_

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

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

---

**TYPE OF ITEM:**

**COUNCIL ACTION:   APPROVED   DENIED   NO ACTION**

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

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

## Rudy Hernandez

---

**From:** Fausto Hinojosa <Fausto@PPCPAS.com>  
**Sent:** Thursday, September 20, 2018 1:23 PM  
**To:** Rudy Hernandez  
**Subject:** RE: Call me regarding the completion date for the FY 2017-18 audit report.

Hi Rudy, I just talked to Ozzie and it looks like we are scheduled for year-end fieldwork the third week of January. Accordingly, I think we may want to move the audit completion/issuance date to mid-February to make sure we have enough time.

Thanks,

**Fausto Hinojosa, CPA, CFE** | Managing Partner | Audit Principal

Price Paige and Company  
tel 559.299.9540 | fax 559.299.2344  
[www.ppcpas.com](http://www.ppcpas.com)

**DISCLAIMER**

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**GENERAL TAX ADVICE DISCLOSURE**

Please be advised that any tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

**From:** Rudy Hernandez [mailto:[rudy@cityoforangecove.com](mailto:rudy@cityoforangecove.com)]  
**Sent:** Thursday, September 20, 2018 12:43 PM  
**To:** Fausto Hinojosa <Fausto@PPCPAS.com>  
**Cc:** Osvaldo Gutierrez <[osvaldo@ppcpas.com](mailto:osvaldo@ppcpas.com)>  
**Subject:** Call me regarding the completion date for the FY 2017-18 audit report.

Hello Fausto – Can you please call me regarding the above mentioned subject matter.

Thanks  
Rudy

---

Total Control Panel

[Login](#)

To: [fausto@ppcpas.com](mailto:fausto@ppcpas.com) [Remove](#) this sender from my allow list  
From: [rudy@cityoforangecove.com](mailto:rudy@cityoforangecove.com)

*You received this message because the sender is on your allow list.*



**Date:** September 26, 2018  
**To:** Mayor and City Council  
**From:** Rudy Hernandez, Financial Consultant  
**Subject:** Update Regarding the FY 2018-19 Budget.  
**Attachments:** None.

**BACKGROUND:**

Staff is in the process of putting together the preliminary FY 2018-19 budget. Staff should complete the budget no later than October 15, 2018. Staff would like to schedule budget meetings during the week of October 15- 19, 2018. Some key features of the FY 2018-19 budget are listed below:

- Staff is planning on presenting two (2) budgets. One will be a status quo budget which shows the cost of operating the fund (General, Water & Sewer) including the funding sources. Under this scenario, it's very possible that some funds may show an operating deficit. Another budget will show a balance budget. Under this scenario, it will show that projected revenues equal projected expenditures (No projected deficits). It also means for every dollar we receive we only spend one (1) dollar.
- I would like to recommend that we not approve the budget during the week of October 15 – 19, 2018. I would like to work on developing sustainability plans for all funds that are projecting deficits or may face deficits in the near future.
- Another financial issue I would like to have a discussion on is reserves. These types of reserves may be contingency operating reserves, rate stabilization funds, and equipment reserve funds. As of this moment, there are no reserves in our budget. These reserve funds can also be used for catastrophic events such as earthquake, major fire, or any unexpected losses to city property.

**RECOMMENDATION:**

For the City Council to provide staff with direction.

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

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

REVIEW: City Manager: \_\_\_\_\_

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

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

**TYPE OF ITEM:**

**COUNCIL ACTION: APPROVED DENIED NO ACTION**

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

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

## DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

FRESNO DISTRICT OFFICE  
1330 B EAST SHAW AVE  
FRESNO, CA 93710-7902  
(559) 225-6334



August 27, 2018

ORANGE COVE POLICE DEPARTMENT  
CHIEF MARTY RIVERA  
550 CENTER STREET  
ORANGE COVE, CA 93646

An application has been made for a license to sell alcoholic beverages in your jurisdiction.

DOLGEN CALIFORNIA LLC

Applicant(s) Name(s)

DOLLAR GENERAL #19503

Doing Business As

1330 PARK BLVD, ORANGE COVE, CA 93646

Premises Address

## Type of Business:

☐ Restaurant☐ Bar/Tavern☐ Deli☐ Mini Mart☐ Liquor Store☐ Gas Station☒ Other: Variety/Drug Store

Entertainment:

☐ Yes☒ No

Type of Entertainment

Proposed hours of alcoholic beverage sales/service:

6:00 am to 11:00 pm Daily

(Hours and entertainment are decided by the business owner and may change.)

Type(s) of alcoholic beverages to be sold:

☐ Beer☐ Wine☒ Beer & Wine☐ All Types

(Beer, Wine and Distilled Spirits)

If you have any questions or require additional information concerning the issuance of the license, please contact me on or before September 27, 2018.

Sincerely,

*C. Lee*

Cassandra Lee  
Licensing Representative



## INFORMATION AND INSTRUCTIONS -

## SECTION 23958.4 B&amp;P

- Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
  - Part 2 is to be completed by the applicant, and returned to ABC.
  - Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

## PART 1 - TO BE COMPLETED BY ABC

## 1. APPLICANT'S NAME

DOLGEN CALIFORNIA LLC

## 2. PREMISES ADDRESS (Street number and name, city, zip code)

1330 PARK BLVD, ORANGE COVE, CA 93646

## 3. LICENSE TYPE

20

## 4. TYPE OF BUSINESS

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> Full Service Restaurant                | <input type="checkbox"/> Hofbrau/Cafeteria | <input type="checkbox"/> Cocktail Lounge               | <input type="checkbox"/> Private Club          |
| <input type="checkbox"/> Deli or Specialty Restaurant           | <input type="checkbox"/> Comedy Club       | <input type="checkbox"/> Night Club                    | <input type="checkbox"/> Veterans Club         |
| <input type="checkbox"/> Cafe/Coffee Shop                       | <input type="checkbox"/> Brew Pub          | <input type="checkbox"/> Tavern: Beer                  | <input type="checkbox"/> Fraternal Club        |
| <input type="checkbox"/> Bed & Breakfast:                       | <input type="checkbox"/> Theater           | <input type="checkbox"/> Tavern: Beer & Wine           | <input type="checkbox"/> Wine Tasting Room     |
| <input type="checkbox"/> Wine only <input type="checkbox"/> All |  |  |  |
| <input type="checkbox"/> Supermarket                            | <input type="checkbox"/> Membership Store  | <input type="checkbox"/> Service Station               | <input type="checkbox"/> Swap Meet/Flea Market |
| <input type="checkbox"/> Liquor Store                           | <input type="checkbox"/> Department Store  | <input type="checkbox"/> Convenience Market            | <input type="checkbox"/> Drive-In Dairy        |
| <input checked="" type="checkbox"/> Drug/Variety Store          | <input type="checkbox"/> Florist/Gift Shop | <input type="checkbox"/> Convenience Market w/Gasoline |  |
| <input type="checkbox"/> Other - describe:                      |  |  |  |

## 5. COUNTY POPULATION

984,451

## 6. TOTAL NUMBER OF LICENSES IN COUNTY

☐ On-Sale ☐ Off-Sale

## 7. RATIO OF LICENSES TO POPULATION IN COUNTY

1,075 ☐ On-Sale ☒ Off-Sale

## 8. CENSUS TRACT NUMBER

65.01

## 9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

6 ☐ On-Sale ☒ Off-Sale

## 10. NO. OF LICENSES EXISTING IN CENSUS TRACT

7 ☐ On-Sale ☒ Off-Sale

## 11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

- ☒ Yes, the number of existing licenses exceeds the number allowed
- ☐ No, the number of existing licenses is lower than the number allowed

## 12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- ☐ Yes (Go to Item #13)
- ☒ No (Go to Item #20)

## 13. CRIME REPORTING DISTRICT NUMBER

## 14. TOTAL NUMBER OF REPORTING DISTRICTS

## 15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

## 16. AVERAGE NO. OF OFFENSES PER DISTRICT

## 17. 120% OF AVERAGE NUMBER OF OFFENSES

## 18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

## 19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency?)

- ☐ Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- ☐ No, the total number of offenses in the reporting district is lower than the total number in item #17

## 20. CHECK THE BOX THAT APPLIES (check only one box)

- ☐ a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- ☐ b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- ☒ c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

CITY COUNCIL/PLANNING

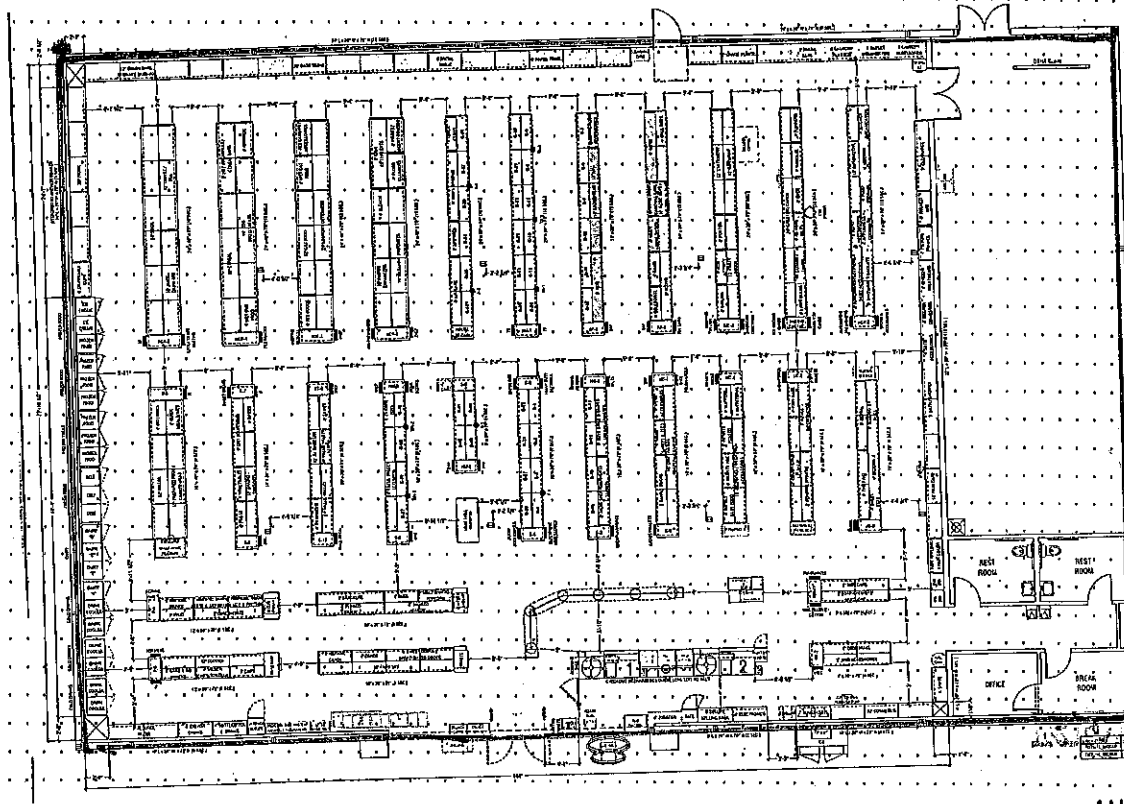
## FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

C. LEE

The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, *including dimensions and identification of each room (i.e., "storeroom", "office", etc.)*.


DIAGRAM



AUG 22 2018

Dept. of Alcoholic Beverage Control  
Fresno District

It is hereby declared that the above-described boundaries, entrances and planned operation as indicated on the reverse side, will not be changed without first notifying and securing prior written approval of the Department of Alcoholic Beverage Control. I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT SIGNATURE (Only one signature required)		DATE SIGNED
		8-7-18
FOR ABC USE ONLY		
CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

RECEIVED

SEP 07 2018

City of Orange Cove  
Accounting Clerk

## REQUEST FOR FEE WAIVER

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

I am requesting a fee waiver for the following facility.

Juanita Cantu 80th party

Date of Event: 10-19-18

Date of Next Council Meeting (Must be at least 7 days from application): 9/26/18

The reason for my request for a waiver: Mayor Victor Lopez

is waivering fee. He offered for my  
mom's 80th bday party  
will be waiving fees & deposits

### TO BE COMPLETED BY STAFF:

ESTIMATED COST TO CITY: \$1,785 plus personal cost.

WAIVED COST: \_\_\_\_\_

CITY COUNCIL ACTION:

\_\_\_ APPROVED

\_\_\_ DENIED

Notification of applicant of council action:

Notified by: \_\_\_\_\_ Date \_\_\_\_\_

- FOR OFFICAL USE -

**FACILITY USE  
FEES PAID**

Initial

Application Fee:	<u>\$35.00</u>
Park Rental Fee:	<u>          </u>
Cleaning Deposit:	<u>\$500.00</u>
Community Center Fee:	<u>1250.00</u>
Funeral Reception:	<u>          </u>
Non-Profit Fee	<u>          </u>
Set Up / Clean Up Fee	<u>          </u>
Decorating/Rehearsal Fee	<u>          </u>

**TOTAL FEE PAID**           

**FEE REIMBURSED**

Cleaning Deposit:	<u>          </u>
<u>                                </u>	<u>          </u>

Refund Date:

## ORANGE COVE COMMUNITY CENTER

### **RESIDENT:**

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

### **NON-RESIDENT:**

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

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

(Rates include hall with or without kitchen, and with or without alcohol)

### **RATES FOR ORANGE COVE NON-PROFIT ORGANIZATION**

**(Excluding Dances)**

Hourly Rates for Orange Cove Non-Profit Organization: \$50.00

**Non-Resident Non Profit Organization hourly rates are doubled**

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

### **COMMERCIAL EVENTS:**

Commercial Events:

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

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

The facility must be cleaned up at the end of the day of the event. This includes the gym, kitchen, hallway and bathrooms. All tables and chairs must be stacked and stored in the proper room. Any items brought by the individual sponsoring the event must also be removed by the end of the event. The Kitchen should be cleaned and closed two hours prior to the end of the event. No type of heavy vehicles, motor vehicles or animals allowed in the building unless it is approved by the City Manager. **No scissor lift allowed in the gym area. The applicant must schedule a walk-through with a city employee before the event during business hours 8 a.m. – 3 p.m. at 559-626-4488. A final walk-through with a city employee must be scheduled right after the event.** Once the facility is determined to be in its proper form, the **refundable rate\*** as stated above will be returned in a timely manner, approximately 2-3 weeks after the event. If additional clean-up of the facility is required an event fee of \$25.00 per hour will be charged

## ORANGE COVE COMMUNITY CENTER

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

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

## **CITY OF ORANGE COVE**

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

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

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

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

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

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

PAGE: 001  
ID #: PY-IP  
CTL.: ORA

\*\*\* VENDOR.: AAG01 (ADAMS ASHBY GROUP, LLC.)

\*\*\* VENDOR.: ALH01 (SPARKLETT)

\*\*\* VENDOR.: APV01 (AMERIPRIDE UNIFORM SERVICES)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
2220638	JANITORIAL SERVICES	09-18	08/30/18 N N N	A-NET30 FORM INVOICE	51 2010
ne	Description		G/L Account No	Unit(s)	Unit Cost
01	JANITORIAL SERVICES		61 5050	1	66.74
				Invoice Extension ---->	66.74



P.O. BOX 3100 \*\*\* VENDOR.: APV01 (AMERIPRIDE UNIFORM SERVICES)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
502220651	JANITORIAL SERVICE	09-18	08/30/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	JANITORIAL SERVICE	51 5050 432	1	69.71	69.71	
Invoice Extension ---->					69.71	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
502225734	JANITORIAL SERVICES	09-18	09/06/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	JANITORIAL SERVICES	51 5400 579	1	189.92	189.92	
Invoice Extension ---->					189.92	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
502225737	JANITORIAL SERVICES	09-18	09/06/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	JANITORIAL SERVICES	61 5050	1	66.74	66.74	
Invoice Extension ---->					66.74	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
502230545	JANITORIAL SERVICE	09-18	09/13/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	JANITORIAL SERVICE	51 5400 579	1	50.27	50.27	
Invoice Extension ---->					50.27	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
502230561	JANITORIAL SERVICES	09-18	09/13/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	JANITORIAL SERVICES	51 5050 432	1	69.71	69.71	
Invoice Extension ---->					69.71	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
502235356	JANITORIAL SERVICES	09-18	09/20/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	JANITORIAL SERVICES	51 5050 432	1	69.71	69.71	
Invoice Extension ---->					69.71	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
502235360	JANITORIAL SERVICES	09-18	09/20/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	JANITORIAL SERVICES	51 5050 550	1	200.02	200.02	
Invoice Extension ---->					200.02	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
502235363	JANITORIAL SERVICES	09-18	09/20/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	JANITORIAL SERVICES	51 5050 432	1	46.54	46.54	
Invoice Extension ---->					46.54	

Vendor Total -----> 1019.28  
=====

P.O. BOX 5809 \*\*\* VENDOR.: ASI00 (ASI ADMINISTRATIVE SOLUTIONS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
--------------	-------------	--------	------	------------------	-------------	----



REPORT.: Sep 20 18 Thursday  
RUN....: Sep 20 18 Time: 16:10  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B80920 - 16:10

PAGE: 003  
ID #: PY-IP  
CTL.: ORA

P.O. BOX 5809 \*\*\* VENDOR.: ASI00 (ASI ADMINISTRATIVE SOLUTIONS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
SEP 11 18	MEDICAL CHECK RUN	09-18	09/11/18 N N N	-Unknown Discount Trm	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	MEDICAL CHECK RUN	51 4500 102	1	23.98	23.98
0002	MEDICAL CHECK RUN	51 4500 211	1	495.50	495.50
0003	MEDICAL CHECK RUN	51 4500 911	1	136.30	136.30
0004	MEDICAL CHECK RUN	27 4500	1	123.88	123.88
0005	MEDICAL CHECK RUN	52 4500	1	123.88	123.88
0006	MEDICAL CHECK RUN	56 4500	1	123.88	123.88
0007	MEDICAL CHECK RUN	55 4500	1	1129.04	1129.04
0008	MEDICAL CHECK RUN	28 4500	1	123.88	123.88
0009	MEDICAL CHECK RUN	61 4500	1	743.23	743.23

Invoice Extension ----> 3023.57

Vendor Total -----> 3023.57

P.O. BOX 9011 \*\*\* VENDOR.: ATT05 (AT & T)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
9/5/18	COMMUNICATION	09-18	09/05/18 N N N	-Unknown Discount Trm	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	#155751746-5	51 5250 911	1	105.15	105.15
0002	#139283827-6	51 5250 550	1	94.25	94.25
0003	#139264085-9	51 5250 432	1	59.25	59.25
0004	#139264077-2	51 5250 432	1	99.25	99.25
0005	#139257801-0	61 5250	1	118.17	118.17

Invoice Extension ----> 476.07

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
08/24/18	COMMUNICATION	09-18	08/24/18 N N N	-Unknown Discount Trm	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	9391062204	51 5250 911	1	30.19	30.19
0002	9391062198	51 5250 911	1	105.81	105.81
0003	9391062206	51 5250 911	1	391.96	391.96
0004	9391062196	51 5250 550	1	156.27	156.27
0005	9391062200	61 5250	1	20.57	20.57
0006	9391062904	51 5250 432	1	95.25	95.25
0007	9391062195	61 5250	1	88.71	88.71
0008	9391062202	51 5250 550	1	19.68	19.68
0009	9391062194	51 5250 911	1	1431.94	1431.94
0010	9391062203	51 5250 550	1	1.85	1.85
0011	9391062205	51 5250 432	1	752.60	752.60
0012	9391062197	51 5250 550	1	40.91	40.91

Invoice Extension ----> 3135.74

Vendor Total -----> 3611.81

P.O. BOX 6463 \*\*\* VENDOR.: ATT01 (AT&T MOBILITY)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
X08172018	COMMUNICATION	09-18	08/17/18 N N N	A-NET30 FORM INVOICE	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	COMMUNICATION	51 5250 102	1	365.59	365.59
0002	COMMUNICATION	27 5250	1	82.35	82.35
0003	COMMUNICATION	51 5250 211	1	3.91	3.91
0004	COMMUNICATION	56 5250	1	179.79	179.79
0005	COMMUNICATION	51 5250 390	1	54.39	54.39
0006	COMMUNICATION	55 5250	1	246.71	246.71
0007	COMMUNICATION	51 5250 410	1	39.65	39.65
0008	COMMUNICATION	51 5250 432	1	23.21	23.21
0009	COMMUNICATION	61 5250	1	216.28	216.28
0010	COMMUNICATION	51 5250 550	1	5.39	5.39
0011	COMMUNICATION	55 5250 320	1	43.03	43.03
0012	COMMUNICATION	51 5250 911	1	857.68	857.68

Invoice Extension ----> 2117.98

Vendor Total -----> 2117.98

REPORT.: Sep 20 18 Thursday  
RUN....: Sep 20 18 Time: 16:10  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B80920 - 16:10

PAGE: 004  
ID #: PY-IP  
CTL.: ORA

.....  
MID PACIFIC REGION  
P.O. BOX 301502  
INVOICE-TYPE DESCRIPTION  
SEPT 5 18 CONTRACT PAYMENT AUGUST 2018  
09-18 09/05/18 N N N A-NET30 FORM INVOICE 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 CONTRACT PAYMENT AUGUST 2018 55 5320 1 7023.38 7023.38  
Invoice Extension ----> 7023.38  
Vendor Total -----> 7023.38  
=====

.....  
550 W. LOCUST AVENUE  
INVOICE-TYPE DESCRIPTION  
A823895 LAB TEST  
09-18 08/16/18 N N N A-NET30 FORM INVOICE 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 LAB TEST 55 5050 1 155.00 155.00  
Invoice Extension ----> 155.00

INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
A824096 LAB TEST 09-18 08/20/18 N N N A-NET30 FORM INVOICE 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 LAB TEST 55 5050 1 155.00 155.00  
Invoice Extension ----> 155.00

INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
A824787 LAN TESTING 09-18 08/24/18 N N N A-NET30 FORM INVOICE 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 LAN TESTING 55 5050 1 155.00 155.00  
Invoice Extension ----> 155.00  
Vendor Total -----> 465.00  
=====

.....  
14904 COLLECTIONS CENTER DRIVE  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
19143653 PRINTER 09-18 09/01/18 N N N -Unknown Discount Trm 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 PRINTER 51 5050 390 1 267.28 267.28  
Invoice Extension ----> 267.28  
Vendor Total -----> 267.28  
=====

.....  
190 E. RAILROAD  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
9813 REMOVE AND REPLACE PCM-2008 FORD CROWN VICTORIA 09-18 06/29/18 N N N A-NET30 FORM INVOICE 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 REMOVE AND REPLACE PCM-2008 FORD CROWN VICTORIA 51 5750 911 1 210.00 210.00  
Invoice Extension ----> 210.00

INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
9819 ALTERNATOR, SERPENTINE BELT, BLOWER MOTOR, FAN ASSY 09-18 07/02/18 N N N A-NET30 FORM INVOICE 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount

.....  
 190 E. RAILROAD \*\*\* VENDOR.: CHAA1 (CHAPA'S AUTOMOTIVE)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	ALTERNATOR, SERPENTINE BELT,BLOWER MOTOR,FAN ASSY		51 5750 911	1	829.64	829.64
				Invoice Extension ---->		829.64

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No		
9849	2015 FORD POLICE #FGC52288	09-18	07/30/18 N N N	A-NET30 FORM INVOICE	51 2010		
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount
0001	2015 FORD POLICE #FGC52288	51	5750	911	1	338.14	338.14
Invoice Extension ---->							338.14

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
9853	BATTERY-2017 FORD -HGA37310	09-18	07/30/18 N N N	A-NET30 FORM INVOICE	51 2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	BATTERY-2017 FORD -HGA37310	51	5750 911	1	238.84	238.84
Invoice Extension ---->						238.84

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
9863	BATTERY -2015 FORD #FGC52286	09-18	07/30/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	BATTERY -2015 FORD #FGC52286	51	5750 911	1	398.70	398.70
Invoice Extension ---->						398.70

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No		
9868	REAR AXLE KIT, GEAR OIL, GEAR OILL ADDITIVE	09-18	07/30/18 N N N	A-NET30 FORM INVOICE	51 2010		
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount
0001	REAR AXLE KIT, GEAR OIL, GEAR OILL ADDITIVE	51	5750	911	1	491.46	491.46
Invoice Extension ---->							491.46

Vendor Total -----> 2506.78  
 =====

.....  
 c/o CITRUS MINI-MART \*\*\* VENDOR.: CMM01 (CITRUS MINI-MART)

1191 GASOLINE		09-18	09/06/18	N	N	N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount		
0001	GASOLINE	51	5760	390	1	25.24	25.24		
0002	GASOLINE	51	5760	432	1	97.74	97.74		
0003	GASOLINE	51	5760	550	1	33.77	33.77		
0004	GASOLINE	51	5760	911	1	22.52	22.52		
0005	GASOLINE	52	5760		1	38.96	38.96		
0006	GASOLINE	56	5760		1	291.86	291.86		
0007	GASOLINE	55	5760		1	234.11	234.11		
0008	GASOLINE	61	5760		1	147.56	147.56		
Invoice Extension ---->							891.76		

Vendor Total -----> 891.76  
 =====

.....  
 P.O BOX 848731 \*\*\* VENDOR.: CUMMP (CUMMINS PACIFIC)

INVOICE-TYPE DESCRIPTION		PERIOD	DATE	TERM-DESCRIPTION		G/L ACCOUNT No
Y4-670	WORK ON GENERATOR OVER CRANK FAULT 223	09-18	08/17/18 N N N	-Unknown Discount Trm		51 2010
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount

.....  
 P.O BOX 848731 \*\*\* VENDOR.: CUMMP (CUMMINS PACIFIC)

INVOICE-TYPE DESCRIPTION		PERIOD	DATE	TERM-DESCRIPTION		G/L ACCOUNT No
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WORK ON GENERATOR OVER CRANK FAULT 223	55	5050	1	704.62	704.62
				Invoice Extension ---->		704.62
				Vendor Total ----->		704.62

.....  
 3755 WASHINGTON BLVD \*\*\* VENDOR.: CWS01 (CORBIN WILLITS SYSTEM)

SUITE #204										
INVOICE-TYPE	DESCRIPTION	PERIOD	DATE			TERM-DESCRIPTION		G/L ACCOUNT No		
B80815	ENCHANCENET ANS SERVICE	09-18	08/15/18	N	N	N	A-NET30 FORM INVOICE	51	2010	
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount			
0001	ENCHANCENET ANS SERVICE	51	5050	300	1	106.98	106.98			
0002	ENCHANCENET ANS SERVICE	55	5050		1	481.39	481.39			
0003	ENCHANCENET ANS SERVICE	61	5050		1	481.38	481.38			
						Invoice Extension ---->	1069.75			

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No		
B807151	ENCHANCEMENT AND SERVICING	09-18	07/15/18 N N N	A-NET30 FORM INVOICE	51 2010		
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount
0001	ENCHANCEMENT AND SERVICING	51	5050	300	1	106.98	106.98
0002	ENCHANCEMENT AND SERVICING	55	5050		1	481.39	481.39
0003	ENCHANCEMENT AND SERVICING	61	5050		1	481.38	481.38
Invoice Extension ---->							1069.75

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
B809151	ENCHANCEMENT AND SERVICE	09-18	09/15/18 N N N	A-NET30 FORM INVOICE	51 2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ENCHANCEMENT AND SERVICE	51	5050 300	1	106.98	106.98
0002	ENCHANCEMENT AND SERVICE	55	5050	1	481.39	481.39
0003	ENCHANCEMENT AND SERVICE	61	5050	1	481.38	481.38
Invoice Extension ---->						1069.75

.....  
 Vendor Total -----> 3209.25

.....  
 P.O. BOX 55338 \*\*\* VENDOR.: D&D01 (D & D SERVICES INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION		G/L ACCOUNT No
705	ANIMAL DISPOSAL - AUGUST 2018	09-18	08/31/18 N N N	A-NET30 FORM INVOICE		51 2010
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ANIMAL DISPOSAL - AUGUST 2018	51	5500 772	1	205.00	205.00
				Invoice Extension ---->		205.00
				Vendor Total ----->		205.00

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 1275 PARK BLVD. \*\*\* VENDOR.: DAP01 (DODSON'S AUTO PARTS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
45357	SAND PAPER	09-18	08/02/18 N N N	A-NET30 FORM INVOICE	51 2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	SAND PAPER	51	5050 432	1	2.84	2.84
Invoice Extension ---->						2.84

1275 PARK BLVD. \*\*\* VENDOR.: DAP01 (DODSON'S AUTO PARTS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
45454	TRAILER BALL	09-18	08/22/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	TRAILER BALL	51 5050 432	1	15.14	15.14
Invoice Extension ---->					15.14

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
45489	AIR FILTER / CARB. CLEANER	09-18	08/28/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	AIR FILTER / CARB. CLEANER	61 5050	1	32.45	32.45
Invoice Extension ---->					32.45

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
45497	FLUID, MOTOR OIL, OIL FILTER, TOWELS	09-18	08/28/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FLUID, MOTOR OIL, OIL FILTER, TOWELS	61 5050	1	48.60	48.60
Invoice Extension ---->					48.60

Vendor Total -----> 99.03

1241 PARK BLVD \*\*\* VENDOR.: DEL01 (DEL BOSQUE MARIA ERMELINDA)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
09072018	UTILITIES	09-18	09/07/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	#427611905-8	56 5300	1	48.92	48.92
Invoice Extension ---->					48.92

Vendor Total -----> 48.92

305 PARK BLVD \*\*\* VENDOR.: DHM01 (D H MACHINE INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
42865	REPAIR PUMP STRIP	09-18	08/29/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	REPAIR PUMP STRIP	56 5050	1	127.30	127.30
Invoice Extension ---->					127.30

Vendor Total -----> 127.30

P.O. BOX 156 \*\*\* VENDOR.: DLC01 (DINUBA LUMBER CO)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
10712168	BULB LED	09-18	08/28/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	BULB LED	51 5050 432	1	21.68	21.68
Invoice Extension ---->					21.68

Vendor Total -----> 21.68



REPORT.: Sep 20 18 Thursday  
RUN....: Sep 20 18 Time: 16:10  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B80920 - 16:10

PAGE: 008  
ID #: FY-IP  
CTL.: ORA

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RESOURCES \*\*\* VENDOR.: DOW01 (DEPARTMENT OF WATER)  
P.O. BOX 942836  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
-----  
1810E5740 1988 CALIFORNIA SAFE DRINKING WATER BOND 09-18 09/01/18 N N N A-NET30 FORM INVOICE 51 2010  
  
Line Description G/L Account No Unit(s) Unit Cost Amount  
-----  
0001 1988 CALIFORNIA SAFE DRINKING WATER BOND 55 5630 1 6094.94 6094.94  
0002 1988 CALIFORNIA SAFE DRINKING WATER BOND 55 2085 1 17977.48 17977.48  
  
Invoice Extension ----> 24072.42  
  
Vendor Total -----> 24072.42  
=====

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P.O BOX 3290 \*\*\* VENDOR.: ELD02 (ELDORADO EXCAVATION)  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
-----  
76 DRAINAGE OF 3 WATER PONDS 09-18 09/10/18 N N N -Unknown Discount Trm 51 2010  
  
Line Description G/L Account No Unit(s) Unit Cost Amount  
-----  
0001 DRAINAGE OF 3 WATER PONDS 55 6507 1 39850.00 39850.00  
  
Invoice Extension ----> 39850.00  
  
Vendor Total -----> 39850.00  
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P.O. BOX 12466 \*\*\* VENDOR.: FB001 (THE FRESNO BEE)  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
-----  
I03615781 GOVERNMENT- AD PUBL. 4/02/18 - 5/6/18 09-18 09/12/18 N N N A-NET30 FORM INVOICE 51 2010  
  
Line Description G/L Account No Unit(s) Unit Cost Amount  
-----  
0001 GOVERNMENT- AD PUBL. 4/02/18 - 5/6/18 51 5200 211 1 883.18 883.18  
  
Invoice Extension ----> 883.18  
  
Vendor Total -----> 883.18  
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P.O BOX 847348 \*\*\* VENDOR.: FGS01 (FRUIT GROWERS SUPPLY CO)  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
-----  
91987597 GREASE FOR PUMPS 09-18 08/15/18 N N N A-NET30 FORM INVOICE 51 2010  
  
Line Description G/L Account No Unit(s) Unit Cost Amount  
-----  
0001 GREASE FOR PUMPS 55 5050 1 10.76 10.76  
  
Invoice Extension ----> 10.76

INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
-----  
91989085 BRUSH SCRUB LONG HANDLE,MASK,DUST,GLUE 09-18 08/22/18 N N N A-NET30 FORM INVOICE 51 2010  
  
Line Description G/L Account No Unit(s) Unit Cost Amount  
-----  
0001 BRUSH SCRUB LONG HANDLE,MASK,DUST,GLUE 51 5050 432 1 35.77 35.77  
  
Invoice Extension ----> 35.77

INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
-----  
91989785 TAPE FLAGGING YELLOW, SIGN ALUM 09-18 08/24/18 N N N A-NET30 FORM INVOICE 51 2010  
  
Line Description G/L Account No Unit(s) Unit Cost Amount  
-----  
0001 TAPE FLAGGING YELLOW, SIGN ALUM 51 5050 432 1 15.97 15.97  
  
Invoice Extension ----> 15.97

INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
-----  
91991188 BRUSH PAINT 09-18 08/30/18 N N N A-NET30 FORM INVOICE 51 2010

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 P.O BOX 847348 \*\*\* VENDOR.: FGS01 (FRUIT GROWERS SUPPLY CO)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	BRUSH PAINT		51 5050 432	1	6.23	6.23
				Invoice Extension ---->		6.23

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No	
91991822	GLASSES SAFETY	09-18	09/04/18 N N N	A-NET30 FORM INVOICE	51	2010	
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount
0001	GLASSES SAFETY	51	5050	432	1	9.67	9.67
Invoice Extension ---->							9.67

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
91994564	LOCK MASTER	09-18	09/14/18 N N N	A-NET30 FORM INVOICE	51 2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	LOCK MASTER		61 5050	1	12.28	12.28
				Invoice Extension ---->		12.28
				Vendor Total ----->		90.68

ATTN: JACOB VILLAGOMEZ		*** VENDOR.: FIV01 (FIVE CITIES EDA)					
P.O. BOX 1552							
INVOICE-TYPE	DESCRIPTION	PERIOD	DATE			TERM-DESCRIPTION	G/L ACCOUNT No
AUG 2 18	EDA Q1 JULY- SEPTEMBER	09-18	08/02/18	N	N	N	-Unknown Discount Trm 51 2010
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount
0001	EDA Q1 JULY- SEPTEMBER	51	5650	211	1	937.95	937.95
						Invoice Extension ---->	937.95
						Vendor Total ----->	937.95

ON AGING		*** VENDOR.: FMAAA		{FRESNO-MADERA AREA AGENCY}		
3837 N. CLARK ST.						
INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
002037	SITE SUPPLIES	09-18	07/31/18 N N N	A-NET30 FORM INVOICE	51 2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	SITE SUPPLIES	51	5051 579	1	22.94	22.94
				Invoice Extension ---->		22.94
				Vendor Total ----->		22.94

850 E. HAMPTON WAY		*** VENDOR.: FOC02 (FRIENDS OF ORANGE COVE ANIMAL SHELTER)						
INVOICE-TYPE	DESCRIPTION	PERIOD	DATE				TERM-DESCRIPTION	G/L ACCOUNT No
09312018	PER CONTRACT-OCT. 2018	09-18	09/20/18	N	N	N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount	
0001	PER CONTRACT-OCT. 2018	51	5500	772	1	2500.00	2500.00	
							Invoice Extension ---->	2500.00
							Vendor Total ----->	2500.00

190 PARK BLVD \*\*\* VENDOR.: F0002 (FOOTHILL AUTO TRUCK & AG PARTS INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
850396	RATCHET SET 78PC	09-18	04/18/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	RATCHET SET 78PC	55 5050	1	80.96	80.96
Invoice Extension ---->					80.96

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
850399	CAP SCRW, USS NUTS, GORILLA TAPE 12YD	09-18	04/18/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	CAP SCRW, USS NUTS, GORILLA TAPE 12YD	55 5050	1	20.85	20.85
Invoice Extension ---->					20.85

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
856486	SAFETY EYE WEAR	09-18	08/29/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SAFETY EYE WEAR	61 5750	1	7.22	7.22
Invoice Extension ---->					7.22

Vendor Total -----> 109.03

2035 TULARE ST., STE 201 \*\*\* VENDOR.: FRE30 (FRESNO COUNCIL OF GOVERNMENTS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
2018/19	MEMBER DUES 2018/2019	09-18	09/01/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	MEMBER DUES 2018/2019	51 5650 102	1	376.00	376.00
Invoice Extension ---->					376.00

Vendor Total -----> 376.00

2207 COLLECTIONS CENTER DRIVE \*\*\* VENDOR.: HAC01 (HACH COMPANY)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11095617	REAGENT SET CLORINE FREE CL17	09-18	08/16/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	REAGENT SET CLORINE FREE CL17	55 5050	1	393.59	393.59
Invoice Extension ---->					393.59

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11103696	DPD FREE BULK DISPENSER	09-18	08/22/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	REAGENT SET./ DPD FREE BULK DISPENSER	55 5050	1	137.75	137.75
Invoice Extension ---->					137.75

Vendor Total -----> 531.34

JORGENSEN & SONS INC. \*\*\* VENDOR.: JC001 (JORGENSEN CO.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
5759617	FIRE ALARM ANNUAL SERVICE	09-18	09/10/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount

REPORT.: Sep 20 18 Thursday  
 RUN...: Sep 20 18 Time: 16:10  
 Run By.: Veronica Nava

CITY OF ORANGE COVE  
 Invoice/Pre-Paid Check Audit Trail  
 Batch B80920 - 16:10

PAGE: 011  
 ID #: PY-IP  
 CTL.: ORA

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 JORGENSEN & SONS INC. \*\*\* VENDOR.: JC001 (JORGENSEN CO.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
0001	FIRE ALARM ANNUAL SERVICE	51	5050 432	1	405.59
Invoice Extension ---->					405.59
Vendor Total ----->					405.59

\*\*\*\*\*  
 2530 EAST MAIN \*\*\* VENDOR.: LAW03 (LAWRENCE TRACTOR CO.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
043020	FINANCE CHARGES	09-18	08/23/18 N N N	A-NET30 FORM INVOICE	51 2010
0001	FINANCE CHARGES	61	5050	1	64.63
0002	FINANCE CHARGES	61	5050	1	2.04
Invoice Extension ---->					66.67
Vendor Total ----->					66.67

\*\*\*\*\*  
 311 10TH STREET \*\*\* VENDOR.: LEO11 (MARIA S. LEON)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
09/15/18	REIMBURSEMENT FOR INCOV. FOR A.C UNIT	09-18	09/15/18 N N N	-Unknown Discount Trm	51 2010
0001	REIMBURSEMENT FOR INCOV. FOR A.C UNIT	51	3420 005	1	400.00
Invoice Extension ---->					400.00
Vendor Total ----->					400.00

\*\*\*\*\*  
 dba MADERA UNIFORM&ACCESSORIES \*\*\* VENDOR.: METRO (METRO UNIFORM)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
173518	EXPLORER UNIFORM	09-18	07/11/18 N N N	-Unknown Discount Trm	51 2010
0001	EXPLORER UNIFORM	51	5150 911	1	268.55
Invoice Extension ---->					268.55
Vendor Total ----->					268.55

\*\*\*\*\*  
 PO BOX 9464 \*\*\* VENDOR.: O'R01 (OREILLY AUTOMOTIVE, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
-104035	PAN HEAD	09-18	08/27/18 N N N	-Unknown Discount Trm	51 2010
0001	PAN HEAD	56	5050	1	6.46
Invoice Extension ---->					6.46

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
-104542	5QT MOTOR OIL, 1 QT MOTOR OIL	09-18	09/04/18 N N N	-Unknown Discount Trm	51 2010
0001	5QT MOTOR OIL, 1 QT MOTOR OIL	61	5750	1	46.72
Invoice Extension ---->					46.72

PO BOX 9464 \*\*\* VENDOR.: O'R01 (OREILLY AUTOMOTIVE, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
				Vendor Total ----->	53.18

559 8TH STREET \*\*\* VENDOR.: OCS05 (ORANGE COVE SMOG)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
29297	SMOG INSPECTION	09-18	08/21/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SMOG INSPECTION	51 5750 772	1	60.00	60.00
	Invoice Extension ---->				60.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
29301	SMOG INSPECTION	09-18	08/27/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SMOG INSPECTION	56 5750	1	60.00	60.00
	Invoice Extension ---->				60.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
29306	SMOG INSPECTION	09-18	08/17/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SMOG INSPECTION	51 5750 390	1	60.00	60.00
	Invoice Extension ---->				60.00

Vendor Total -----> 180.00

540 11TH ST. \*\*\* VENDOR.: OCTS1 (ORANGE COVE TIRE SERVICE)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
21825	BLK IMPALA FRONT BRAKES & ROTORS	09-18	06/07/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	BLK IMPALA FRONT BRAKES & ROTORS	51 5750 911	1	400.00	400.00
	Invoice Extension ---->				400.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
22088	OIL CHANGE	09-18	08/06/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	OIL CHANGE	51 5750 911	1	40.00	40.00
	Invoice Extension ---->				40.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
22091	TIRES-DORSAL TRUCK 108	09-18	08/02/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	TIRES-DORSAL TRUCK 108	51 5750 432	1	172.37	172.37
	Invoice Extension ---->				172.37

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
22124	BLK IMPALA OIL CHANGE /TIRE ROTATION	09-18	08/15/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	BLK IMPALA OIL CHANGE /TIRE ROTATION	51 5750 911	1	58.00	58.00
	Invoice Extension ---->				58.00

540 11TH ST. \*\*\* VENDOR.: OCTS1 (ORANGE COVE TIRE SERVICE)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
22136	UNIT 15-02 TIRE ROTATION / TIRE BALANCING	09-18	08/21/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	UNIT 15-02 TIRE ROTATION / TIRE BALANCING	51 5750 911	1	32.00	32.00
Invoice Extension ---->					32.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
22181	UNIT 15-03 TIRE ROTATION / OIL CHANGE	09-18	08/30/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	UNIT 15-03 TIRE ROTATION / OIL CHANGE	51 5750 911	1	68.00	68.00
Invoice Extension ---->					68.00

Vendor Total -----> 770.37

1285 WEST SHAW AVE. STE 108 \*\*\* VENDOR.: PAL03 (JAMES G. PALMER)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
3657	APPRAISAL - FIVE VACANT RESIDENTIAL LOTS	09-18	08/30/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	APPRAISAL - FIVE VACANT RESIDENTIAL LOTS	51 5500 211	1	5900.00	5900.00
Invoice Extension ---->					5900.00

Vendor Total -----> 5900.00

\*\*\* VENDOR.: PAR32 (PARRA, DANIEL)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
08/31/18	GASOLINE & K-9 DOG BED	09-18	08/31/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	GASOLINE	51 5760 911	1	20.00	20.00
0002	K-9 DOG BED	51 5551 911	1	207.53	207.53
Invoice Extension ---->					227.53

Vendor Total -----> 227.53

5250 N. CORNELIA \*\*\* VENDOR.: PAR33 (PARMOUNT PEST SERVICES)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
180900374	PEST SERVICE	09-18	09/17/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PEST SERVICE	51 5050 432	1	355.00	355.00
Invoice Extension ---->					355.00

Vendor Total -----> 355.00

P.O. BOX 997300 \*\*\* VENDOR.: PGE01 (PG & E)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
09/14/18	UTILITIES	09-18	09/14/18 N N N	A-NET30 FORM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount

REPORT.: Sep 20 18 Thursday  
RUN....: Sep 20 18 Time: 16:10  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B80920 - 16:10

PAGE: 014  
ID #: PY-IP  
CTL.: ORA

P.O. BOX 997300

\*\*\* VENDOR.: PGE01 (PG & E)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	97339639276	51	5300 432	1	40.97	40.97
0002	95677803199	51	5300 550	1	5522.30	5522.30
0003	78384342289	55	5300	1	21.03	21.03
0004	76717675722	55	5300	1	21.03	21.03
0005	48582812078	56	5300	1	53.22	53.22
0006	24792539058	56	5300	1	28.76	28.76
0007	19386447403	56	5300	1	17.89	17.89
0008	19386447403	56	5620	1	181.53	181.53
Invoice Extension ---->						5886.73

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION			G/L ACCOUNT No
09142018	UTILITIES #7274346401-7	09-18	09/14/18 N N N	A-NET30 FORM INVOICE			2010
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount	
0001	UTILITIES #7274346401-7	56	5300	1	3829.58	3829.58	
Invoice Extension ---->						3829.58	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
9/5/2018	UTILITIES	09-18	09/05/18 N N N	A-NET30 FORM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	99006305835	51	5300 432	1	644.88	644.88
0002	98589639198	55	5300	1	9535.03	9535.03
0003	96922972631	55	5300	1	21.69	21.69
0004	96506305992	55	5300	1	19.71	19.71
0005	95672962289	51	5300 911	1	1843.17	1843.17
0006	95672962289	51	5300 912	1	716.80	716.80
0007	94290100414	51	5300 432	1	4.31	4.31
0008	93805531485	56	5300	1	11.60	11.60
0009	93283742109	56	5300	1	24.04	24.04
0010	88929381065	51	5300 579	1	598.66	598.66
0011	88407028096	56	5300	1	89.19	89.19
0012	85646921305	61	5300	1	69.48	69.48
0013	85230254667	61	5300	1	233.47	233.47
0014	81559022298	56	5300	1	11.60	11.60
0015	77108770056	51	5300 432	1	141.70	141.70
0016	66739489541	61	5300	1	6.54	6.54
0017	66611799181	56	5300	1	248.87	248.87
0018	41094452491	55	5300	1	10.84	10.84
0019	35361874197	51	5300 432	1	1163.65	1163.65
0020	28173070906	55	5300	1	2.63	2.63
0021	19022348874	56	5300	1	57.32	57.32
0022	14661394222	61	5300	1	13831.38	13831.38
0023	14154241500	51	5300 432	1	4.52	4.52
0024	11403730135	51	5300 432	1	219.53	219.53
0025	11143856752	51	5300 432	1	181.33	181.33
0026	7767158938	51	5300 550	1	498.26	498.26
0027	7343321924	56	5300	1	13.06	13.06
Invoice Extension ---->						30203.26
Vendor Total ----->						39919.57

P.O. BOX 371887

\*\*\* VENDOR.: PIT01 (PITNEY BOWES GLOBAL FINANCIAL SERVICES)

INVOICE-TYPE DESCRIPTION		PERIOD	DATE				TERM-DESCRIPTION	G/L ACCOUNT No	
310239916	LEASE	09-18	09/01/18	N	N	N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No				Unit(s)	Unit Cost	Amount	
0001	LEASE	51	5050	911		1	31.98	31.98	
0002	LEASE	51	5050	300		1	31.98	31.98	
0003	LEASE	51	5050	390		1	31.98	31.98	
0004	LEASE	51	5050	211		1	31.98	31.98	
0005	LEASE	51	5050	579		1	31.98	31.98	
0006	LEASE	56	5050			1	31.98	31.98	
0007	LEASE	55	5050			1	31.98	31.98	
0008	LEASE	61	5050			1	31.98	31.98	
Invoice Extension ---->								255.84	
Vendor Total ----->								255.84	



\*\*\*\*\*  
2618 E. HAMILTON AVE \*\*\* VENDOR.: PRO21 (PROFESSIONAL PRINT & MAIL, INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
95076	SEPTEMBER 2018 - MONTHLY UTILITY BILLS	09-18	09/13/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SEPTEMBER 2018 - MONTHLY UTILITY BILLS	51 5050 300	1	40.26	40.26
0002	SEPTEMBER 2018 - MONTHLY UTILITY BILLS	55 5050	1	181.18	181.18
0003	SEPTEMBER 2018 - MONTHLY UTILITY BILLS	61 5050	1	181.19	181.19
Invoice Extension ---->					402.63
Vendor Total ----->					402.63

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P.O. BOX 37600 \*\*\* VENDOR.: QUI05 (QUIL CORPORATION)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1004765	MEMORY FOAM MOUSE PAD, TAPE DISPENSER	09-18	09/07/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	MEMORY FOAM MOUSE PAD, TAPE DISPENSER	51 5050 300	1	27.93	27.93
0002	MEMORY FOAM MOUSE PAD, TAPE DISPENSER	52 5050	1	13.97	13.97
0003	MEMORY FOAM MOUSE PAD, TAPE DISPENSER	56 5050	1	6.98	6.98
0004	MEMORY FOAM MOUSE PAD, TAPE DISPENSER	55 5050	1	45.39	45.39
0005	MEMORY FOAM MOUSE PAD, TAPE DISPENSER	61 5050	1	45.38	45.38
Invoice Extension ---->					139.65

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1125036	STAPLES	09-18	09/12/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	STAPLES	51 5050 300	1	7.17	7.17
0002	STAPLES	52 5050	1	3.58	3.58
0003	STAPLES	56 5050	1	1.79	1.79
0004	STAPLES	55 5050	1	11.64	11.64
0005	STAPLES	61 5050	1	11.65	11.65
Invoice Extension ---->					35.83

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
9968219	12IN RULER	09-18	09/06/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	12IN RULER	51 5050 300	1	1.00	1.00
0002	12IN RULER	52 5050	1	.50	.50
0003	12IN RULER	56 5050	1	.25	.25
0004	12IN RULER	55 5050	1	1.63	1.63
0005	12IN RULER	61 5050	1	1.63	1.63
Invoice Extension ---->					5.01

Vendor Total -----> 180.49

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17872 GILLETTE AVE SUIT 350 \*\*\* VENDOR.: RSG01 (ROSENOW SPEVACEK GROUP)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
I003852	RSG1504-SUCCESSOR AGENCY SERVICES	09-18	09/06/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	RSG1504-SUCCESSOR AGENCY SERVICES	85 5500 320	1	1650.00	1650.00
Invoice Extension ---->					1650.00
Vendor Total ----->					1650.00

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P.O. BOX 245 \*\*\* VENDOR.: SEB01 (SEBASTIAN)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
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P.O. BOX 245

\*\*\* VENDOR.: SEB01 (SEBASTIAN)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
10520834	ALARM MONITORING	09-18	09/01/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ALARM MONITORING	51 5050 550	1	25.34	25.34
Invoice Extension ---->					25.34

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
10520867	ALARM MONITORING	09-18	09/01/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ALARM MONITORING	51 5050 550	1	30.41	30.41
Invoice Extension ---->					30.41

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
10520874	ALARM MONITORING	09-18	09/01/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ALARM MONITORING	51 5050 432	1	25.34	25.34
Invoice Extension ---->					25.34

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
105208525	ALARM MONITORING	09-18	09/01/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ALARM MONITORING	51 5050 772	1	30.38	30.38
0002	ALARM MONITORING	51 5050 432	1	30.38	30.38
0003	ALARM MONITORING	51 5050 432	1	30.38	30.38
0004	ALARM MONITORING	51 5050 579	1	30.38	30.38
0005	ALARM MONITORING	61 5050	1	30.38	30.38
0006	ALARM MONITORING	61 5050	1	20.38	20.38
0007	ALARM MONITORING	61 5050	1	30.38	30.38
0008	ALARM MONITORING	55 5050	1	30.64	30.64
Invoice Extension ---->					233.30
Vendor Total ----->					314.39

PO BOX 101007

\*\*\* VENDOR.: SHR01 (SHRED-IT USA- FRESNO)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
812554558	SHREDDING SERVICE	09-18	09/07/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SHREDDING SERVICE	51 5050 432	1	80.00	80.00
Invoice Extension ---->					80.00
Vendor Total ----->					80.00

1281 PARK BLVD

\*\*\* VENDOR.: T&JML (T & J MARKET)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
21491501	GASOLINE	09-18	08/19/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	GASOLINE	51 5050 432	1	43.78	43.78
Invoice Extension ---->					43.78
Vendor Total ----->					43.78

315 W. RAILROAD AVE \*\*\* VENDOR.: TAC01 (TINO AUTO CENTER)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
16389	SMOG INSPECTION	09-18	08/21/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SMOG INSPECTION	56 5750	1	60.00	60.00
Invoice Extension ---->					60.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
16390	SMOG INSPECTION	09-18	08/21/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SMOG INSPECTION	51 5750 432	1	60.00	60.00
Invoice Extension ---->					60.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
16395	SMOG INSPECTION	09-18	08/23/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SMOG INSPECTION	51 5050 432	1	60.00	60.00
Invoice Extension ---->					60.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
16398	SMOG INSPECTION	09-18	08/24/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SMOG INSPECTION	56 5750	1	60.00	60.00
Invoice Extension ---->					60.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
16400	SMOG INSPECTION	09-18	08/24/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SMOG INSPECTION	51 5750 432	1	60.00	60.00
Invoice Extension ---->					60.00
Vendor Total ----->					300.00

P.O. BOX C \*\*\* VENDOR.: TGC02 (THE GAS COMPANY)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
08 30 18	UTILITIES	09-18	08/30/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	088 345 6838 1	51 5300 550	1	65.52	65.52
Invoice Extension ---->					65.52

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
AUG312018	UTILITIES	09-18	08/31/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	138 714 8000 3	51 5300 911	1	20.12	20.12
0002	138 714 8000 3	51 5300 912	1	7.83	7.83
0003	090 414 8400 8	51 5300 432	1	26.46	26.46
0004	056 814 8400 1	55 5300	1	28.90	28.90
Invoice Extension ---->					83.31
Vendor Total ----->					148.83

29778 NETWORK PLACE \*\*\* VENDOR.: TIRE1 (TIRE HUB, LLC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
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REPORT.: Sep 20 18 Thursday  
RUN....: Sep 20 18 Time: 16:10  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B80920 - 16:10

PAGE: 018  
ID #: PY-IP  
CTL.: ORA

29778 NETWORK PLACE

\*\*\* VENDOR.: TIRE1 (TIRE HUB, LLC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
4426131	GY EAGLE RS POLICE GOODYEAR TIRES (#5)	09-18	08/21/18 N N N	-Unknown Discount Trm	51 5750 911

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	GY EAGLE RS POLICE GOODYEAR TIRES (#5)	51 5750 911	1	746.32	746.32
Invoice Extension ---->					746.32
Vendor Total ----->					746.32

A PROFESSIONAL CORPORATION  
750 E. BULLARD, SUITE 101  
INVOICE-TYPE DESCRIPTION

\*\*\* VENDOR.: TM001 (TUTTLE & MCCLOSKEY)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
31477	ATTORNEY SERVICES	09-18	09/07/18 N N N	A-NET30 FORM INVOICE	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	REVIEW AND RESPOND TO EMAILS	51 5500 211	1	75.00	75.00
0002	REVIEW PROTEUS AGREEMENT	51 5500 211	1	300.00	300.00
0003	REVIEW PROTEUS AGREEMENT	51 5500 211	1	300.00	300.00
0004	WORK ON FILE REGARDING FPPC ISSUES	51 5500 211	1	225.00	225.00
0005	REVIEW AND RESPOND TO EMAILS (5X)	51 5500 390	1	187.50	187.50
0006	WORK ON FILE REGARDING ITINERNAT MERCHANT & PEDDEL	51 5500 390	1	450.00	450.00
0007	TRAVEL	51 5500 203	1	562.50	562.50
0008	TELEPHONE CALL WITH M.RIVERA	51 5500 911	1	375.00	375.00
0009	TELEPHONE CALL WITH SGT. PENA	51 5500 911	1	487.50	487.50
0010	CONTINUE RESEARCH REGARDING PERSONNEL ISSUE	51 5500 911	1	525.00	525.00
0011	PREPARE SUMMARY ORDINANCE	51 5500 911	1	412.50	412.50
0012	TELEPHONE CALL WITH JUNE	51 5500 211	1	412.50	412.50
0013	WORK ON FILE REGARDING HEALTH BENEFIT	51 5500 211	1	150.00	150.00
0014	TRAVEL AND FROM ORANGE COVE	51 5500 203	1	600.00	600.00
0015	CONTINUE WORK ON PERSONNEL MATTER	51 5500 203	1	150.00	150.00
0016	CONTINUE WORK ON ISSUE	51 5500 911	1	187.50	187.50
0017	CONTINUE REVW OF DOCUMENTS REGARDING PERSONNEL	51 5500 911	1	75.00	75.00
0018	WORK ON FILE REGARDING PERSONNEL	51 5500 911	1	150.00	150.00
0019	WORK ON FILE REGARDING PERSONNEL	51 5500 911	1	375.00	375.00
0020	FINALIZE PROPOSED AMENDED NOTICE OF INTENT TO TERI	51 5500 911	1	337.50	337.50
0021	TELEPHONE CALL WITH OPPOISING COUNSEL	51 5500 911	1	37.50	37.50
Invoice Extension ---->					6375.00
Vendor Total ----->					6375.00

3167 CORPORATE PLACE

\*\*\* VENDOR.: TOF01 (THE OFFICE CITY)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
IN1528493	COPY PAPER	09-18	09/12/18 N N N	-Unknown Discount Trm	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	COPY PAPER	51 5050 300	1	28.93	28.93
0002	COPY PAPER	52 5050	1	14.46	14.46
0003	COPY PAPER	56 5050	1	7.23	7.23
0004	COPY PAPER	55 5050	1	47.01	47.01
0005	COPY PAPER	61 5050	1	47.01	47.01
Invoice Extension ---->					144.64
Vendor Total ----->					144.64

P.O. BOX 432

\*\*\* VENDOR.: TRE01 (MID-VALLEY PUBLISHING INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
0311255IN	8/30/18 ORDINANCE NO. 384	09-18	08/30/18 N N N	A-NET30 FORM INVOICE	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	8/30/18 ORDINANCE NO. 384	51 5200 211	1	210.00	210.00
Invoice Extension ---->					210.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
JUN5068EC	FINANCE CHARGES	09-18	09/01/18 N N N	A-NET30 FORM INVOICE	51 2010

REPORT.: Sep 20 18 Thursday  
RUN....: Sep 20 18 Time: 16:10  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B80920 - 16:10

PAGE: 019  
ID #: PY-IP  
CTL.: ORA

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P.O. BOX 432 \*\*\* VENDOR.: TRE01 (MID-VALLEY PUBLISHING INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FINANCE CHARGES		51 5200 211	1	2.03	2.03
				Invoice Extension ---->		2.03
				Vendor Total ----->		212.03

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55 SHAW AVE #024 \*\*\* VENDOR.: UNITY (UNITY IT)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
23311	4TH USB WESTERN DIGITAL	09-18	08/20/18 N N N	-Unknown Discount Trm	51 2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	4TH USB WESTERN DIGITAL		51 5050 300	1	17.67	17.67
0002	4TH USB WESTERN DIGITAL		55 5050	1	79.51	79.51
0003	4TH USB WESTERN DIGITAL		61 5050	1	79.50	79.50
				Invoice Extension ---->		176.68

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
MSP-23349	MONTHLY BILLING-JULY 2018 AGREEMENT ENCOMPASS	09-18	08/20/18 N N N	-Unknown Discount Trm	51 2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	MONTHLY BILLING-JULY 2018 AGREEMENT ENCOMPASS		51 5050 300	1	301.59	301.59
0002	MONTHLY BILLING-JULY 2018 AGREEMENT ENCOMPASS		27 5050	1	75.40	75.40
0003	MONTHLY BILLING-JULY 2018 AGREEMENT ENCOMPASS		52 5050	1	75.40	75.40
0004	MONTHLY BILLING-JULY 2018 AGREEMENT ENCOMPASS		56 5050	1	75.40	75.40
0005	MONTHLY BILLING-JULY 2018 AGREEMENT ENCOMPASS		55 5050	1	452.38	452.38
0006	MONTHLY BILLING-JULY 2018 AGREEMENT ENCOMPASS		28 5050	1	75.40	75.40
0007	MONTHLY BILLING-JULY 2018 AGREEMENT ENCOMPASS		61 5050	1	452.37	452.37
				Invoice Extension ---->		1507.94
				Vendor Total ----->		1684.62

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CORPORATE TRUST - TEM \*\*\* VENDOR.: USB02 (US BANK N.A. CM 9705)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
10012018	1995 WATER SYSTEM IMPROVEMENT PROJECT	09-18	09/20/18 N N N	A-NET30 FORM INVOICE	51 2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	1995 WATER SYSTEM IMPROVEMENT PROJECT		55 5634	1	2248.13	2248.13
0002	1995 WATER SYSTEM IMPROVEMENT PROJECT		55 5622	1	1875.00	1875.00
				Invoice Extension ---->		4123.13
				Vendor Total ----->		4123.13

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1444 FULTON STREET \*\*\* VENDOR.: VOR01 (VORTAL, INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
1345	MONTHLY MAINTENANCE & SERVICING	09-18	09/02/18 N N N	-Unknown Discount Trm	51 2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	MONTHLY MAINTENANCE & SERVICING		51 5050 211	1	225.00	225.00
				Invoice Extension ---->		225.00
				Vendor Total ----->		225.00

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P.O BOX 1599 \*\*\* VENDOR.: WQI01 (WQI )

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
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 P.O BOX 1599 \*\*\* VENDOR.: WQI01 (WQI )

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
9/11/2018	WASTEWATER REVIEW 2018 - VARGAS. J	09-18	09/11/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WASTEWATER REVIEW 2018 - VARGAS. J	55 5700	1	700.00	700.00
	Invoice Extension ---->				700.00
	Vendor Total ----->				700.00

.....  
 2985 NORTH BURL AVE.SUITE 101 \*\*\* VENDOR.: YAM01 (YAMABE & HORN ENGINEERING)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
40659	18-220 2018 ATP CYCLE 4 APPLICATION	09-18	08/31/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	18-220 2018 ATP CYCLE 4 APPLICATION	28 5500	1	520.00	520.00
	Invoice Extension ---->				520.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
40660	18-190 ADAMS AVE RECONSTRUCTION-JACOB TO 4TH	09-18	08/31/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	18-190 ADAMS AVE RECONSTRUCTION-JACOB TO 4TH	28 5500	1	95.00	95.00
	Invoice Extension ---->				95.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
40661	13-277 WWTP TERTIARY FUNDING	09-18	08/31/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	13-277 WWTP TERTIARY FUNDING	61 5050	1	65.00	65.00
	Invoice Extension ---->				65.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
40662	15-122 2015 WATER CIP	09-18	08/31/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	15-122 2015 WATER CIP	55 5500	1	845.00	845.00
	Invoice Extension ---->				845.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
40663	17-102 2017 ORANGE COVE GENERAL ENGINEERING	09-18	08/31/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	17-102 2017 ORANGE COVE GENERAL ENGINEERING	51 5500 390	1	250.00	250.00
	Invoice Extension ---->				250.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
40664	16-447 ORANGE COVE SRF WATER PLANT & BASIN LINING	09-18	08/31/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	16-447 ORANGE COVE SRF WATER PLANT & BASIN LINING	55 5500	1	11790.00	11790.00
	Invoice Extension ---->				11790.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
40665	16-315 STARS & STRIPES TOWING SPR & PARCEL PURCHES	09-18	08/31/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	16-315 STARS & STRIPES TOWING SPR & PARCEL PURCHES	51 5500 390	1	455.00	455.00
	Invoice Extension ---->				455.00



REPORT.: Sep 20 18 Thursday  
RUN....: Sep 20 18 Time: 16:10  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B80920 - 16:10

PAGE: 021  
ID #: PY-IP  
CTL.: ORA

.....  
2985 NORTH BURL AVE.SUITE 101 \*\*\* VENDOR.: YAM01 (YAMABE & HORN ENGINEERING)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
Vendor Total ----->					14020.00

.....  
4603 WEST JENNIFER ROAD \*\*\* VENDOR.: Z0001 (ZOOM IMAGING SOLUTIONS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
229140356	INTACT SUPPORT PACK PLAN-CITY HALL	09-18	08/31/18 N N N	A-NET30 FORM INVOICE	51 2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	INTACT SUPPORT PACK PLAN-CITY HALL	51	5050 211	1	498.30	498.30
0002	INTACT SUPPORT PACK PLAN-CITY HALL	51	5050 300	1	498.30	498.30
0003	INTACT SUPPORT PACK PLAN-CITY HALL	55	5050	1	498.31	498.31
0004	INTACT SUPPORT PACK PLAN-CITY HALL	61	5050	1	498.31	498.31
Invoice Extension ---->					1993.22	
Vendor Total ----->					1993.22	

.....  
1492 CASUGA CT. \*\*\* VENDOR.: ZUN02 (SERGIO ZUNIGA)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
09/08/18	RENT BLDG-9/8/18 EVENT DEPOSIT & ENCONV. FEE	09-18	09/08/18 N N N	-Unknown Discount Trm	51 2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	RENT BLDG-9/8/18 EVENT DEPOSIT & ENCONV. FEE	51	3420 005	1	800.00	800.00
Invoice Extension ---->					800.00	
Vendor Total ----->					800.00	
** Total Invoices ----->					178451.24	
** Total Checks ----->					.00	
*** Total Purchases --->					178451.24	

REPORT.: Sep 20 18 Thursday  
 RUN....: Sep 20 18 Time: 16:10  
 Run By.: Veronica Nava

CITY OF ORANGE COVE  
 Invoice/Pre-Paid Check Audit Trail  
 General Ledger Accounts Summary for September 20, 2018  
 Accounting Period is September, 2018

PAGE: 022  
 ID #: PY-IP  
 CTL.: ORA

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
163 2010	-540.00	-540.00	CDBG CODE ENFOR	ACCOUNTS PAYABLE	
163 5500	540.00	.00	CDBG CODE ENFOR	PROF.SERVICES	
27 2010	-281.63	-281.63	MEASURE "C"	ACCOUNTS PAYABLE	
27 4500	123.88	-157.75	MEASURE "C"	HEALTH INS.	
27 5050	75.40	-82.35	MEASURE "C"	OPERATING EXP.	
27 5250	82.35	.00	MEASURE "C"	COMMUNICATION	
28 2010	-814.28	-814.28	T.D.A.	ACCOUNTS PAYABLE	
28 4500	123.88	-690.40	T.D.A.	HEALTH INS.	
28 5050	75.40	-615.00	T.D.A.	OPERATING EXP.	
28 5500	615.00	.00	T.D.A.	PROF.SERVICES	
51 2010	-45192.68	-45192.68	GENERAL FUND	ACCOUNTS PAYABLE	
51 3420 005	1200.00	-43992.68	GENERAL FUND	RENT BLDG-SP. EVENTS	
51 4500 102	23.98	-43968.70	GENERAL FUND	HEALTH INS.	CITY COUNCIL
51 4500 211	495.50	-43473.20	GENERAL FUND	HEALTH INS.	ADMINISTRATION
51 4500 911	136.30	-43336.90	GENERAL FUND	HEALTH INS.	POLICE DEPT
51 5050 211	755.28	-42581.62	GENERAL FUND	OPERATING EXP.	ADMINISTRATION
51 5050 300	1275.77	-41305.85	GENERAL FUND	OPERATING EXP.	FINANCE DEPT
51 5050 390	299.26	-41006.59	GENERAL FUND	OPERATING EXP.	PLAN.INSPE.& ENG
51 5050 432	1437.22	-39569.37	GENERAL FUND	OPERATING EXP.	PUBLIC WORKS
51 5050 541	80.38	-39488.99	GENERAL FUND	OPERATING EXP.	BLDG.& PARKS
51 5050 550	255.77	-39233.22	GENERAL FUND	OPERATING EXP.	E.D.A. CENTER
51 5050 579	107.17	-39126.05	GENERAL FUND	OPERATING EXP.	SENIOR CITIZENS
51 5050 772	30.38	-39095.67	GENERAL FUND	OPERATING EXP.	ANIMAL CONTROL
51 5050 911	111.69	-38983.98	GENERAL FUND	OPERATING EXP.	POLICE DEPT
51 5051 579	22.94	-38961.04	GENERAL FUND	SITE SUPPLIES	SENIOR CITIZENS
51 5150 911	268.55	-38692.49	GENERAL FUND	CLOTH/SUPPLIES	POLICE DEPT
51 5200 211	1095.21	-37597.28	GENERAL FUND	AD/PUBLICATIONS	ADMINISTRATION
51 5250 102	365.59	-37231.69	GENERAL FUND	COMMUNICATION	CITY COUNCIL
51 5250 211	3.91	-37227.78	GENERAL FUND	COMMUNICATION	ADMINISTRATION
51 5250 390	54.39	-37173.39	GENERAL FUND	COMMUNICATION	PLAN.INSPE.& ENG
51 5250 410	39.65	-37133.74	GENERAL FUND	COMMUNICATION	RECREATION
51 5250 432	1029.56	-36104.18	GENERAL FUND	COMMUNICATION	PUBLIC WORKS
51 5250 550	318.35	-35785.83	GENERAL FUND	COMMUNICATION	E.D.A. CENTER
51 5250 911	2922.73	-32863.10	GENERAL FUND	COMMUNICATION	POLICE DEPT
51 5300 432	2427.35	-30435.75	GENERAL FUND	UTILITIES	PUBLIC WORKS
51 5300 550	6086.08	-24349.67	GENERAL FUND	UTILITIES	E.D.A. CENTER
51 5300 579	598.66	-23751.01	GENERAL FUND	UTILITIES	SENIOR CITIZENS
51 5300 911	1863.29	-21887.72	GENERAL FUND	UTILITIES	POLICE DEPT
51 5300 912	724.63	-21163.09	GENERAL FUND	UTILITIES	FIRE
51 5400 579	240.19	-20922.90	GENERAL FUND	BLDG. MAINT.	SENIOR CITIZENS
51 5500 203	1312.50	-19610.40	GENERAL FUND	PROF.SERVICES	CITY ATTORNEY
51 5500 211	7362.50	-12247.90	GENERAL FUND	PROF.SERVICES	ADMINISTRATION
51 5500 390	1342.50	-10905.40	GENERAL FUND	PROF.SERVICES	PLAN.INSPE.& ENG
51 5500 772	2705.00	-8200.40	GENERAL FUND	PROF.SERVICES	ANIMAL CONTROL
51 5500 911	2962.50	-5237.90	GENERAL FUND	PROF.SERVICES	POLICE DEPT
51 5551 911	207.53	-5030.37	GENERAL FUND	K-9 EXPENSES	POLICE DEPT
51 5650 102	376.00	-4654.37	GENERAL FUND	DUE/SUBSCRIPTION	CITY COUNCIL
51 5650 211	937.95	-3716.42	GENERAL FUND	DUE/SUBSCRIPTION	ADMINISTRATION
51 5750 390	60.00	-3656.42	GENERAL FUND	VEHICLE REPAIRS	PLAN.INSPE.& ENG
51 5750 432	292.37	-3364.05	GENERAL FUND	VEHICLE REPAIRS	PUBLIC WORKS
51 5750 772	60.00	-3304.05	GENERAL FUND	VEHICLE REPAIRS	ANIMAL CONTROL
51 5750 911	3104.78	-199.27	GENERAL FUND	VEHICLE REPAIRS	POLICE DEPT
51 5760 390	25.24	-174.03	GENERAL FUND	GAS,OIL, & LUBE	PLAN.INSPE.& ENG
51 5760 432	97.74	-76.29	GENERAL FUND	GAS,OIL, & LUBE	PUBLIC WORKS
51 5760 550	33.77	-42.52	GENERAL FUND	GAS,OIL, & LUBE	E.D.A. CENTER
51 5760 911	42.52	.00	GENERAL FUND	GAS,OIL, & LUBE	POLICE DEPT
52 2010	-270.75	-270.75	GAS TAX - 2106	ACCOUNTS PAYABLE	
52 4500	123.88	-146.87	GAS TAX - 2106	HEALTH INS.	
52 5050	107.91	-38.96	GAS TAX - 2106	OPERATING EXP.	
52 5760	38.96	.00	GAS TAX - 2106	GAS,OIL, & LUBE	
55 2010	-104544.97	-104544.97	WATER FUND	ACCOUNTS PAYABLE	
55 2085	17977.48	-86567.49	WATER FUND	DWR NOTES PAYABLE	
55 4500	1129.04	-85438.45	WATER FUND	HEALTH INS.	
55 5050	4827.29	-80611.16	WATER FUND	OPERATING EXP.	
55 5250	246.71	-80364.45	WATER FUND	COMMUNICATION	
55 5250 320	43.03	-80321.42	WATER FUND	COMMUNICATION	RDA ADMIN.
55 5300	9660.86	-70660.56	WATER FUND	UTILITIES	
55 5320	7023.38	-63637.18	WATER FUND	WATER PURCHASE	
55 5500	12635.00	-51002.18	WATER FUND	PROF.SERVICES	
55 5622	1875.00	-49127.18	WATER FUND	BOND PRINCIPAL	
55 5630	6094.94	-43032.24	WATER FUND	BOND INTEREST	
55 5634	2248.13	-40784.11	WATER FUND	INT 1995 WSI	
55 5700	700.00	-40084.11	WATER FUND	TRAV.& CONFS.	
55 5760	234.11	-39850.00	WATER FUND	GAS,OIL, & LUBE	
55 6507	39850.00	.00	WATER FUND	POND IMPROVE.	
56 2010	-5648.50	-5648.50	GAS TAX - 2105	ACCOUNTS PAYABLE	
56 4500	123.88	-5524.62	GAS TAX - 2105	HEALTH INS.	
56 5050	257.39	-5267.23	GAS TAX - 2105	OPERATING EXP.	
56 5250	179.79	-5087.44	GAS TAX - 2105	COMMUNICATION	
56 5300	4434.05	-653.39	GAS TAX - 2105	UTILITIES	
56 5620	181.53	-471.86	GAS TAX - 2105	BOND PRINCIPAL	
56 5750	180.00	-291.86	GAS TAX - 2105	VEHICLE REPAIRS	
56 5760	291.86	.00	GAS TAX - 2105	GAS,OIL, & LUBE	
61 2010	-18762.11	-18762.11	SEWER FUND	ACCOUNTS PAYABLE	
61 4500	743.23	-18018.88	SEWER FUND	HEALTH INS.	
61 5050	3232.78	-14786.10	SEWER FUND	OPERATING EXP.	
61 5250	443.73	-14342.37	SEWER FUND	COMMUNICATION	
61 5300	14140.87	-201.50	SEWER FUND	UTILITIES	
61 5750	53.94	-147.56	SEWER FUND	VEHICLE REPAIRS	
61 5760	147.56	.00	SEWER FUND	GAS,OIL, & LUBE	
85 2010	-1650.00	-1650.00	RORF	ACCOUNTS PAYABLE	
85 5500 320	1650.00	.00	RORF	PROF.SERVICES	RDA ADMIN.



For the Meeting of September 26, 2018

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**Date:** September 26, 2018

**To:** Mayor and Council

**From:** Anthony B. Lopez, Interim City Manager

**Subject:** Southeast Regional Solid Waste Commission

**Attachments:** Amended Joint Powers Agreement between County of Fresno and the cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg, Fowler and Parlier

### **BACKGROUND:**

Attached is the letter of request adopting the 2018 revised JPA Southeast Regional Solid Waste Commission

### **RECOMMENDATION:**

Council to consider approving the 2018 revised JPA Southeast Regional Solid Waste Commission.

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

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

REVIEW: City Manager: 

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

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

### **TYPE OF ITEM:**

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

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

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



# County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING  
STEVEN E. WHITE, DIRECTOR

*Sent Via Electronic Mail*

August 27, 2018

Mr. Anthony B. Lopez  
City of Orange Cove  
633 Sixth Street  
Orange Cove, CA 93646

Dear Mr. Lopez:

**SUBJECT: Request for Adoption of 2018 Revised Joint Powers Agreement  
Southeast Regional Solid Waste Commission**

Attached herein, please find:

- Clean Version – 2018 Revised Joint Powers Agreement (JPA) for the Southeast Regional Solid Waste Commission (SERSWC).
- Redline Version – 2018 Revised JPA for SERSWC showing changes in comparison to the 1988 JPA

In order for the revised JPA to become effective, it must be adopted by resolution, and executed by the City Councils of each member jurisdiction. Accordingly, County staff requests that the revised JPA be presented in an Agenda Item to your City Council for adoption and execution. County staff anticipates presenting the revised JPA with signatures from each member jurisdiction to the Fresno County Board of Supervisors (Board) for adoption and execution at its October 23, 2018 meeting. Staff requests that the JPA be adopted and the signature page executed and forwarded to our office by **September 19, 2018** in order to allow sufficient time to include it in the Agenda Item for the Board. Once the City of Orange Cove has executed the JPA, please send the **original wet signature page** to:

County of Fresno  
Public Works and Planning, Resources Division  
ATTN: Sally Lopez or Mike Griffey  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

RE: Adoption of 2018 Revised JPA

The Cities of Fowler, Kingsburg, Orange Cove, Parlier, Reedley, Sanger, Selma, and the County of Fresno originally executed a Joint Powers Agreement (JPA) in 1970 to manage the solid waste generated within the Southeast Regional Disposal Site (SERDS) area, and to

RESOURCES DIVISION  
2220 Tulare Street, Sixth Floor / Fresno, California 93721 / Phone (559) 600-4259 / FAX 600-4552  
The County of Fresno is an Equal Employment Opportunity Employer

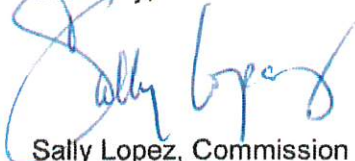
ensure appropriate funding for the operation of the disposal site. The JPA provided details of ownership of SERDS and identified the County as the administrator of the Agreement. Furthermore, the JPA allowed for the creation of the Southeast Regional Solid Waste Commission (Commission) to administer the SERDS site. SERDS ceased to accept waste in 1990 and is currently in post-closure maintenance status. The post-closure maintenance activities are funded by a \$3.50 per ton surcharge on all waste generated within the Southeast Regional area.

The current JPA, which was last revised in 1988, is outdated as it reflects that SERDS is still an operational solid waste disposal facility. Accordingly, at the January 29, 2018 meeting of SERSWC, Commission members directed County staff to revise the JPA. Staff has completed revisions to the JPA, which incorporates the following elements:

- Reflects the current post-closure maintenance status of SERDS.
- Defines post-closure maintenance funding consisting of the existing \$3.50 per ton surcharge, as well as supplemental fees collected from each jurisdiction approved by the Commission annually.
- Defines Commission formation, structure, and powers.
- Authorizes the County to make all arrangements for post-closure maintenance activities.
- Updates insurance provisions by removing the CSAC Excess Insurance requirement.

If I can provide any additional information, please contact me via email at [mslopez@fresnocountyca.gov](mailto:mslopez@fresnocountyca.gov). You may also contact Mike Griffey, Staff Analyst, at [mgriffey@fresnocountyca.gov](mailto:mgriffey@fresnocountyca.gov). We may both be reached by phone at (559) 600-4259.

Sincerely,



Sally Lopez, Commission Secretary/Principal Staff Analyst  
Southeast Regional Solid Waste Commission

Attachments (via electronic mail): 2018 Revised JPA, SERSWC (Clean)  
2018 Revised JPA, SERSWC (Redline)

C: Commission Member  
Commission Alternate  
SERSWC Files

G:\4360Resources\COMMISSIONS\SERSWC\JPA 2018\Request to City Councils - Revised JPA Adoption\Request to Adopt - 2018 Revised SER JPA.doc

4     **AMENDED JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF FRESNO**  
2     **AND THE CITIES OF SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG,**  
3     **FOWLER, AND PARLIER**

4     ~~THIS AMENDMENT~~

5         This Amended Joint Powers Agreement ("Agreement") is made and entered into  
6     this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY OF FRESNO, a  
7     political subdivision of the State of California, hereinafter sometimes referred to as  
8     "COUNTY", and the cities of SANGER, REEDLEY, SELMA, ORANGE COVE,  
9     KINGSBURG, ~~FOLWER~~FOWLER, and PARLIER, all municipal corporations within the  
10    COUNTY, hereinafter sometimes referred to as "CITIES."

10                     **WITNESSETH:**

11         WHEREAS, the parties have heretofore entered into a Joint Powers Agreement  
12     ~~((("Original JPA) on the 18<sup>th</sup> day of")~~ dated May 18, 1970, for the operation of the  
13     Southeast Regional Disposal Site (hereinafter referred to as "SER"), as therein  
14     provided; and

15         WHEREAS, the SER ceased operations on July 20, 1990; and

16         WHEREAS, the California Integrated Waste Management Board certified the  
17     Closure of SER on January 19, 2000; and

18         WHEREAS, ongoing post-closure maintenance is required by California Code of  
19     Regulations Title 27 and various regulatory agencies; and

20         WHEREAS, the parties previously amended and superseded said  
21     ~~Agreement~~Original JPA in its entirety by Amended JPAs dated February 7, 1978, April  
22     24, 1984 and, September 30, 1986 and October 25, 1988, respectively; and

23         WHEREAS, the parties now desire to amend and supersede the ~~September 30,~~  
24     ~~1986, JPA~~most recently amended version of the JPA dated October 25, 1988.

25         NOW, THEREFORE, the parties hereto agree as follows:

26                     **Article I.     NATURE AND AUTHORITY FOR AGREEMENT**

27         Each of the parties to this Agreement is a public agency within the meaning of  
28     section 6500 of the Government Code of the State of California and the parties have in  
common the legal power to acquire, develop, maintain, operate, dispose of and replace  
a solid waste disposal site, and any related solid waste processing facilities including

1 the transfer station. In addition, the California Solid Waste Management and Resource  
2 Recovery Act of 1972 ~~has, and the Integrated Waste Management Act of 1989, each~~  
3 ~~have~~ been enacted with the intent and purpose that local agencies develop a solid  
4 waste management master plan for each county including not less than a majority of the  
5 cities therein. It is in the public interest that the parties hereto jointly manage their solid  
6 ~~waste disposal and resource recovery operation~~ the SER in accordance with the California  
7 ~~Solid~~ all applicable laws and regulations and the provisions of the County's Integrated  
8 Waste Management and Resource Recovery Act of 1972 and the County Master Plan.  
9 Pursuant ~~The parties hereto have entered into this Agreement, as well as the Original~~  
10 JPA and all prior amendments thereto, pursuant to the joint operation of powers  
11 provisions of said Section 6500, et seq. of the Government Code of the State of  
12 California, ~~the parties hereto have entered into this JPA.~~

13 **Article II. PURPOSE, CONSIDERATION AND POWERS**

14 ~~The parties agree the present provisions for solid waste management in the~~  
15 ~~incorporated cities which are party to this Agreement and the unincorporated suburban~~  
16 ~~and rural area lying adjacent thereto and within the Commission service area described~~  
17 ~~herein are inadequate for present future, particularly in view of the ever increasing~~  
18 ~~volume of such material which must be disposed of and the limited remaining capacity~~  
19 ~~of the Southeast Regional Disposal Site. By reason thereof it is mutually desirable and~~  
20 ~~beneficial for each of the parties to manage the total solid waste stream by jointly~~  
21 ~~providing for the acquisition, development, and operation of solid waste facilities for the~~  
22 ~~purpose of transfer, process, disposal, and resource recovery of solid waste or~~  
23 ~~conversion of such wastes to energy in a cost effective, equitable, convenient, and~~  
24 ~~sanitary manner. All such operations must be in furthermore of the public health, safety,~~  
25 ~~and well-being as provided in this Agreement, in accordance with said Joint Exercise of~~  
26 ~~Power Act and consistent with the County Master Plan and the California Solid Waste~~  
27 ~~Management and Resource Recovery Act. Except as provided in Article X, the~~  
28 ~~management of solid waste collection is specifically excluded from the authority of this~~  
~~JPA and is exclusively reserved to the respective member agencies within their~~



1 respective jurisdictional areas. The Commission service and hereinabove referred to  
2 proposal to be served by this agreement is more particularly described by a map  
3 marked Exhibit "A" attached hereto and incorporated herein by reference.

4 The parties agree to fund the Post Closure maintenance of SER by means of an  
5 existing solid waste surcharge in the amount of \$3.50 per ton of solid waste generated  
6 with the Southeast Regional Area as indicated on Attachment "A" and by supplemental  
7 funding from each jurisdiction, as approved annually by the Commission that is  
8 identified in Article IV of this Agreement.

### 9 **Article III. ADMINISTERING AGENCY**

10 The COUNTY, by and through its Board of Supervisors and regular COUNTY  
11 departments, shall be the agency which ~~administer~~administers this agreementAgreement.  
12 In pursuance thereof, it shall possess the common power specified in this Agreement to  
13 ~~contract and acquire property, real and personal, to be held in the name of the COUNTY for the~~  
14 ~~benefit of the member agencies, engage agents and employees, and develop, maintain and~~  
15 ~~operate or oversee the operation of sites and facilities for the purposes hereof.~~ services and  
16 acquire equipment needed to effect the ongoing post-closure maintenance of SER.

### 17 **Article IV. COMMISSION**

18 There shall be a Commission to be known as the Southeast Regional Solid  
19 Waste Commission. It shall consist of nine persons selected as follows: ~~Two~~two  
20 members of the Board of Supervisors, and one Councilperson to be appointed from  
21 each of the Cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg, Fowler, and  
22 Parlier. Each appointment may include an alternativealternate member designated to  
23 serve in the absence of the principal appointee. An alternative~~mealternate~~ member may  
24 be an employee of the appointing agency. The Commission shall select a chairperson  
25 and vice-chairperson, each ~~form~~from a different agency, establish times for regular  
26 meetings, hold special meetings at the call of the chairperson or any four members, and  
27 shall conduct its proceedings according to Robert's Rules of Order as last revised. The  
28 vice-chairperson shall act in the absence of the chairperson. To constitute a quorum,  
there shall be no less than five members at a meeting. The passage of any motion shall  
require at least five affirmative votes ~~except that for matters relating to agreements between~~

1 the Commission and third parties which require member agencies to guarantee the delivery of  
2 specified amount of municipal solid wastes; such motions shall require an affirmative vote by at  
3 least five of the members representing the cities plus one COUNTY appointed Commissioner.  
4 The Waste Management Coordinator as identified in the Fresno County Solid Waste Master  
5 Plan shall as secretary. The County's Solid Waste Coordinator, as identified in the  
6 Fresno County Integrated Waste Management Plan, shall serve as Secretary of the  
Commission.

7 **Article V. COMMISSION POWERS**

8 The Commission shall have the power to make decisions ~~which~~that shall be  
9 binding on the administering agency and the parties hereto, subject to all limitations of  
10 law, on the following matters:

11 A. Acquisition or lease of real or personal property to be used for  
12 waste processing, disposal, or the sale thereof. Such property shall be held in  
13 the name of the COUNTY for the benefit of the member agencies. The execution  
14 of this Agreement does not establish or convey any right or interest in any  
15 existing solid waste facilities or property presently owned by any ~~part~~party hereto.

16 B. Establishment of fees to be charged for the use of any waste  
processing or disposal facilities administered under this JPA.

17 C. Establishment of methods for resource recovery and the sale  
18 products derived therefrom.

19 D. Establishment of methods of capital financing of waste processing  
20 or disposal facilities including contracting with a member agency for use of  
21 financing powers of such agency.

22 E. Determination as to whether grants shall be sought for a solid  
23 waste management project and approval of conditions, if any, for grant  
24 acceptance.

25 F. Determination as to whether a waste processing facility shall be  
26 operated by a public or private entity and the establishment or approval of the  
terms and method of operation.

27 G. Approval of contracts with public or private entities, including  
28 member agencies, for the ownership, financing, design, construction, operation,

utilization, or acquisition of waste processing or disposal facilities including waste-to-energy facilities or transfer stations.

H. Restriction of any member agency from the operation of any waste processing or disposal facility to be acquired or developed after the effective date of this Agreement.

**Article VI. CONTRIBUTIONS OF PARTIES AND OWNERSHIP OF THE COMMISSION'S SITES**

A. ~~The~~Each of the parties have contributed their~~has~~ agreed that its proportionate shares to share of the cost of the Commission's solid waste disposal site, including for the original development and ongoing post-closure maintenance of SER shall be and is hereby set, based on a blended calculation of ownership and operation, in proportions established in previous JPA's wherein population, as follows: County of Fresno, 45.3%; City of Sanger, 13.8%; City Reedley, 12.0%; City of Selma, 11.8%; City of Orange Cove, 4.7%; City of Kingsburg, 5.1%; City of Fowler, 3.0%; and City of Parlier, 4.4%.

B. In January of each member's year, the Commission shall review the status and forecast of the SER operational funds. If the operational funding provided by the solid waste surcharge revenues of \$3.50 per ton is deemed insufficient by the Commission to fund the Post Closure maintenance of SER for the following Fiscal Year, the Commission shall direct the COUNTY to invoice each member agency based on their proportionate share of the total funds needed to ensure that the operational funding levels remain at a minimal but positive cash reserve level.

C. SER shall be deemed to be equitably owned by the parties in proportion was: to their initial ownership contributions as follows: County of Fresno, 51%; City of Sanger, 13.3%; City Reedley, 10.7%; City of Selma, 10.4%; City of Orange Cove, 4.8%; City of Kingsburg, 4.3%; City of Fowler, 3.1%; and the City of Parlier, 2.4%. These proportions were originally established based on approximate population ratios existing on the establishment of the Commission in 1970 and have served as a proportioning factor for Commission responsibility and liability

1 related to the Commission's existing disposal site at Academy and Dinuba Avenues  
2 (Southeast regional Disposal Site). City of Parlier, 2.4%.

3 Subsequent to the original JPA, contribution percentages were modified  
4 as to each participants contribution pertaining to guaranteed waste tonnage deliveries.  
5 These modifications did not change the proportioning in relation to responsibility and  
6 liability.

7 B. Since 1970, the population demographics of the Commission member  
8 agencies has changed. In developing and operating a new disposal facility in the City of  
9 Parlier, each agency's proportionate contribution, including guaranteed waste tonnage  
10 deliveries, shall be based on the most current population figures as shown in Exhibit "B"  
11 attached hereto.

12 The solid waste stream to be delivered to the Commission's transfer  
13 station/resource recovery facility (transfer station) is expected to change from the waste  
14 stream previously handled at the Southeast Regional Disposal Site. It is expected that  
15 yard wastes, demolition wastes, agricultural wastes, and other miscellaneous  
16 nonhazardous wastes which in the past have been delivered by private individuals to  
17 the Southeast Regional Disposal Site will be delivered in greatly reduced quantities to  
18 the transfer station. The primary solid waste stream expected at the transfer station will  
19 be solid waste hauled by licensed commercial compactor collector trucks. Because of  
20 the changes in population and waste stream composition, the tonnage guarantee by  
21 each agency to be delivered to the transfer station are as reflected in Exhibit "B"  
22 attached hereto.

23 C. Each member agency shall contribute its proportionate share of the cost of  
24 the Commission's transfer station through guaranteeing that an adequate tonnage will  
25 be delivered at the facility's tipping fee to cover all facility debt reimbursement and  
26 operation and maintenance costs, as well as guaranteeing to cover the costs of all  
27 disposal site closure costs and maintenance at the Southeast Regional Disposal Site.  
28 Additionally, if necessary due to financing requirements, each member agency shall pay

1 its proportionate share for an initial operations and working capital revolving fund upon  
2 the opening of the transfer station, sufficient to operate the facility for a period of ninety  
3 (90) days. The guaranteed minimum tonnages provided by each agency, based on the  
4 1987 population, are reflected in Exhibit "B." Said tonnages shall be adjusted by  
5 resolution of the Commission each year based on the most current population figures as  
6 determined by the Department of Finance, State of California.

7 D. If the working capital fund provided by tipping fees in Article VI-C is  
8 deemed insufficient by the administering agency at any time, each member agency  
9 shall make an additionally contribution thereto in the proportion of the total cost as  
10 reflected in the Exhibit "B". If the insufficiency is due to costs associated with the  
11 Southeast Regional Disposal Site, any contributions required shall be apportioned as  
12 set forth in Exhibit "B".

13 Any Commission-owned facilities, including the Southeast Regional  
14 Disposal Site, shall be deemed to be equitably owned by the parties in proportion to  
15 their contributions as specified in Exhibit "B". In the event there is any distribution of  
16 such Commission-owned assets to the member agencies, it shall be made to the  
17 member in proportion to the contribution proportions as specified in Article VIII.

#### 18 **Article VII. OPERATION MAINTENANCE OF COMMISSION'S SITE SER**

19 It is agreed that the COUNTY is authorized to and shall arrange make all  
20 arrangements for the operation ongoing post-closure maintenance of all Commission-  
21 owned solid waste processing or disposal facilities SER either by Day Labor or Contract, and  
22 the preparation of the ultimate use plan for each such site, subject shall report to the approval  
23 of the Commission at least annually regarding the cost incurred therefor. The COUNTY  
24 also shall arrange for the planning and installation of the any necessary physical features  
25 for the sites SER such as, but not limited to, landscaping, fencing, water supply, and  
26 access roads, either by Day Labor or Contract, and weighing scales, subject to prior  
Commission approval.

#### 27 **Article VIII. FUNDS**

4 All funds received from the parties pursuant to any provisions of this Agreement  
2 or from the operation of any facility solid waste surcharge shall be deposited with the  
3 COUNTY Auditor-Controller/Treasurer and shall be disbursed by COUNTY warrant in the  
4 usual matter or upon the order of the Board of Supervisors. The COUNTY shall SER  
5 Enterprise Fund No. 0720, Subclass 15000, for purposes of administration the purpose of  
6 funding post-closure maintenance at SER as required by applicable laws and  
7 regulations, and accounting, establish an enterprise fund. Unless otherwise provided for such  
8 other post-closure activities as may be authorized by separate agreement of the parties  
9 hereto; income from the operation of each the Commission-owned or operated facility shall be  
10 disbursed as follows:

11 First: To the COUNTY as reimbursement for current operation and maintenance,  
12 including personnel, administrative costs and amortization of the cost of equipment not  
13 funded by all of the parties hereto.

14 Second: To the COUNTY and cities in proportion to their contribution as set forth  
15 in Exhibit "B" as repayment for the original site acquisition and development costs and  
16 contribution to working capital fund, such disbursement to be at such time or times as  
17 the Commission may authorize.

#### 18 **Article IX. — RIGHT OF USE AND FEES**

19 A. — Any Commission-owned or operated solid waste processing or disposal  
20 facility or any such facility the Commission has by contract a right to use shall be  
21 available for use by any person, firm, or public agency seeking to dispose of solid waste  
22 generated and collected within the Commission service area, subject to any legal or  
23 operational limitations applicable to such facility and the payment of required fees. The  
24 Commission service area, subject to any legal or operational limitations applicable to  
25 such facility and the payment of required fees. The Commission may permit the  
26 disposal of solid waste generated or collected outside of Commission service area if it  
27 determines that the receipt of such waste would be benefit to the operation of the  
28 facility.

B. — The Commission shall establish a schedule of fees for the right to dispose

1 of solid waste on each Commission-owned or operated site or facility and for this  
2 purpose may establish classes for such solid waste with different charges for different  
3 classes of waste and a surcharge for material arising from the outside of the  
4 Commission service area. Such fees shall be in an amount which will repay the current  
5 cost of maintenance, including administration, overhead, depreciation, or amortization of  
6 the cost of equipment, or upon such other basis as the Commission determines is  
7 appropriate. Such fees may include an amount which will: (1) repay within such time  
8 as the Commission may determine the initial working capital contribution of the parties  
9 to the working capital revolving fund, (2) amortize the cost of sites and facilities and their  
10 development over their estimated useful lives for their intended purposes, or (3)  
11 establish a fund which in the judgement of the Commission will sufficient to replace sites  
12 or facilities when necessary.

13 C. The Commission may also establish a schedule of fees for the right to use  
14 a solid waste processing or disposal facility which the Commission does not own or  
15 operate but has a contractual right to use. Such fee schedule shall be consistent with  
16 the Commission's contractual rights.

17 Article X. MUNICIPAL SOLID WASTE GUARANTEE

18 The parties acknowledge that a primary purpose of this JPA is to provide a  
19 means of disposing of the solid waste collected by the seven CITIES within their  
20 respective jurisdictions and collected in the unincorporated areas within the Commission  
21 service area and such other unincorporated areas as the COUNTY may by ordinance  
22 delineate, at the Southeast Regional Disposal Site or future disposal facilities owned or  
23 utilized by the Commission. The CITIES collect or control the collection of solid wastes  
24 within their respective corporate boundaries and the COUNTY may control the  
25 disposition of solid waste collected in the unincorporated area of the Commission  
26 service area and such other areas as the COUNTY may by ordinance delineate. By  
27 these means, the parties hereto have the means to make mutual guarantees which will  
28 enable the Commission to satisfy its obligation under this JPA. The seven CITIES and

1 the COUNTY agree, commencing on October 1, 1988, and continuing throughout the  
2 term of this JPA, as follows:

3 A. ~~The CITY OF SANGER agrees to deliver or cause to be delivered to the~~  
4 ~~landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid~~  
5 ~~Waste Commission all of the municipal solid waste collected within and by or under~~  
6 ~~contract to the CITY OF SANGER. The CITY OF SANGER guarantees that the amount~~  
7 ~~of such waste delivered annually will be at least their proportionate share of the annual~~  
8 ~~amounts as listed in Exhibit "B" of this Agreement. The CITY OF SANGER agrees that~~  
9 ~~this tonnage guarantee shall continue for the term of this JPA regardless of changes the~~  
10 ~~City maybe make in the manner of waste collection.~~

11 B. ~~The CITY OF REEDLEY agrees to deliver or cause to be delivered to the~~  
12 ~~landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid~~  
13 ~~Waste Commission all municipal solid waste collected within and by or under contract to~~  
14 ~~the CITY OF REEDLEY. The CITY OF REEDLEY guarantees that the amount of such~~  
15 ~~waste delivered annually will be at least their proportionate share of the annual amounts~~  
16 ~~as listed in Exhibit "B" of this Agreement. The CITY OF REEDLEY agrees that this~~  
17 ~~tonnage guarantee shall continue for the term specified above regardless of changes~~  
18 ~~the City may make in the manner of waste collection.~~

19 C. ~~The CITY OF SELMA agrees to deliver or cause to be delivered to the~~  
20 ~~landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid~~  
21 ~~Waste Commission all municipal solid waste collected within and by or under contract to~~  
22 ~~the CITY OF SELMA. The CITY OF SELMA guarantees that the amount of such waste~~  
23 ~~delivered annually will be at least their proportionate share of the annual amounts as~~  
24 ~~listed in Exhibit "B" of this Agreement. The CITY OF SELMA agrees that this tonnage~~  
25 ~~guarantee shall continue for the term specified above regardless of changes the City~~  
26 ~~may make in the manner of waste collection.~~

27 D. ~~The CITY OF ORANGE COVE agrees to deliver or cause to be delivered~~  
28 ~~to the landfill, transfer station, or disposal facility as directed by the Southeast Regional~~



1 ~~Solid Waste Commission all municipal solid waste collected within and by or under~~  
2 ~~contract to the CITY OF ORANGE COVE. The CITY OF ORANGE COVE guarantees~~  
3 ~~that the amount of such waste delivered annually will be at least their proportionate~~  
4 ~~share of the annual amounts as listed in Exhibit "B" of this Agreement. The CITY OF~~  
5 ~~ORANGE COVE agrees that this tonnage guarantee shall continue for the term~~  
6 ~~specified above regardless of changes the City may make in the manner of waste~~  
7 ~~collection.~~

8 E. ~~The CITY OF KINGSBURG agrees to deliver or cause to be delivered to~~  
9 ~~the landfill, transfer station, or disposal facility as directed by the Southeast Regional~~  
10 ~~Solid Waste Commission all municipal solid waste collected within and by or under~~  
11 ~~contract to the CITY OF KINGSBURG. The CITY OF KINGSBURG guarantees that the~~  
12 ~~amount of such waste delivered annually will be at least their proportionate share of the~~  
13 ~~annual amounts as listed in Exhibit "B" of this Agreement. The CITY OF KINGSBURG~~  
14 ~~agrees that this tonnage guarantee shall continue for the term specified above~~  
15 ~~regardless of changes the City may make in the manner of waste collection.~~

16 F. ~~The CITY OF FOWLER agrees to deliver or cause to be delivered to the~~  
17 ~~landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid~~  
18 ~~Waste Commission all municipal solid waste collected within and by or under contract to~~  
19 ~~the CITY OF FOWLER. The CITY OF FOWLER guarantees that the amount of such~~  
20 ~~waste delivered annually will be at least their proportionate share of the annual amounts~~  
21 ~~as listed in Exhibit "B" of this Agreement. The CITY OF FOWLER agrees that this~~  
22 ~~tonnage guarantee shall continue for the term specified above regardless of changes~~  
23 ~~the City may make in the manner of waste collection.~~

24 G. ~~The CITY OF PARLIER agrees to deliver or cause to be delivered to the~~  
25 ~~landfill, transfer station, or disposal facility as directed by the Southeast Regional Solid~~  
26 ~~Waste Commission all municipal solid waste collected within and by or under contract to~~  
27 ~~the CITY OF PARLIER. The CITY OF PARLIER guarantees that the amount of such~~  
28 ~~waste delivered annually will be at least their proportionate share of the annual amounts~~

1 as listed in Exhibit "B" of this Agreement. The CITY OF PARLIER agrees that this  
2 tonnage guarantee shall continue for the term specified above regardless of changes  
3 the City may make in the manner of waste collection.

4 H. The COUNTY agrees to either cause to be delivered to the landfill,  
5 transfer station, or disposal facility as directed by the Southeast Regional Solid Waste  
6 Commission municipal solid waste as defined by COUNTY Ordinance originating or  
7 collected in the unincorporated areas of the Commission service area and such other  
8 area as the COUNTY by ordinance may delineate, commencing on the date specified  
9 and continuing for the term specified above, or to provide payment to the Enterprise  
10 Fund pursuant to provisions as set forth in Paragraph I below. The COUNTY  
11 guarantees that the amount of such waste delivered annually, or cash payment in lieu  
12 thereof, will be or be equivalent in payment to their proportionate share of the total  
13 annual amount listed in Exhibit "B" of this Agreement.

14 I. If in any one quarter, the total amount received by the COUNTY, acting as  
15 the administering agency for the Commission, in tipping fees at the Landfill is less than  
16 the product of the total tonnage for all eight agencies shown in Exhibit "B," times the  
17 designated tipping fee, that the Commission from time to time may designate, then each  
18 member agency which is short in its share of tipping fees, shall pay an amount  
19 determined by the percentage of the shortfall attributable to such agency. Such  
20 amounts shall be equal to the difference (D) between the total amount of tipping fees  
21 (TTF) paid upon delivery of solid waste to the Landfill for credit for such CITY or the  
22 COUNTY and the product of the guaranteed tonnages (GT) of solid wastes for such  
23 agency as delineated in Exhibit "B" times the delineated tipping fee (TF) ( $D = GT \times TF -$   
24  $TTF$ ). At the end of each fiscal year, using the same procedure, the COUNTY shall  
25 determine the cumulative shortage or overage for each of the agencies for the fiscal  
26 year and make appropriate year-end assessments, or refunds when an agency's total  
27 equals or exceeds the annual total reflected for the agency in Exhibit "B", plus a  
28 reasonable reserve fund as determined by the Commission. Provided, however, that

1 such quarterly and yearly assessments shall be made only to the degree that is  
2 necessary to overcome the total shortage. Payments shall be made within 35 days of  
3 the COUNTY submitting an invoice designating the amount due.

4 J. ~~The figures in Exhibit "B" shall be adjusted annually by the Commission as~~  
5 ~~provided in Article VI-C herein.~~

6 ~~Article XI.~~ **INDEMNITY AND INSURANCE**

7 Notwithstanding anything else to the contrary herein, the Commission shall  
8 indemnify, save harmless and defend all parties and their officers, agents, and  
9 employees from any and all claims for money or damages arising from personal injury  
10 or property damage, or public officials' errors and omissions, or any combination thereof  
11 in the performance of this Agreement. The COUNTY, ~~and~~ as administering agency, shall  
12 procure and maintain insurance to this end in an amount and coverage equal to that  
13 maintained by COUNTY for its own purposes. The insurance shall name the parties,  
14 and their respective officers, agents, and employees as additional insureds. The cost of  
15 such insurance shall be an obligation of the Enterprise Fund. In the event funds in the  
16 Enterprise Fund are insufficient, the COUNTY may annually charge all parties their pro  
17 rata share of all or a portion of the cost of such coverage, including the cost of funding a  
18 self-insured retention fund using the same percentage as described in Article XVI  
19 herein. Such insurance shall be primary, covering all parties jointly and severally,  
20 subject to the limits and all provisions, conditions, and exclusions contained in the ~~CSAG~~  
21 ~~Excess Insurance Authority, following form, Excess Liability Insurance~~ within COUNTY's  
22 Certificate No. 03, which is incorporated herein by reference thereto of Insurance and all  
23 related forms and policy documents governing such coverage, and there shall be no  
24 right to pro rata indemnification from the parties under the Joint Powers Provisions of  
25 the California Tort Claims Act. COUNTY expressly limits its liability to the other parties  
26 hereto to the extent of insurance afforded by the policies aforesaid and save except for  
27 such coverage, expressly disclaims any other indemnity or general liability protection.

26 **Article XIX. DURATION OF AGREEMENT, WITHDRAWAL AND AMENDMENT**

27 This Agreement shall continue until terminated in accordance with this Article.  
28 This Agreement shall be terminated at the written request of or withdrawal by the

1 governing body of at least five members hereto ~~or~~and the COUNTY. It may be  
2 amended at any time, including the addition of new parties, by the unanimous consent  
3 of the governing bodies of all parties hereto. A party hereto except the COUNTY, may  
4 withdraw from this Agreement by the governing body thereof giving to the other parties one  
5 year's written notice of such intention to withdraw. In the event of such withdrawal, the undivided  
6 and undisbursed assets creditable to such party shall remain in the control and use of the  
7 remaining parties until disbursed as hereinafter provided as though said party remained a  
8 member. However, such withdrawing party shall incur no further liability on account of this  
9 agreement. Upon termination of this Agreement, all obligations shall be disbursed to the parties hereto in proportion to their  
10 contribution.

11 ~~Notwithstanding any other provision of this Agreement, any party who withdraws~~  
12 ~~from this Agreement shall remain liable for its share of any amounts assessed pursuant~~  
13 ~~to Article X.~~

14 ~~Article XIII~~ **XI. SUPERSEDING AGREEMENT**

15 This ~~agreement~~ Agreement, upon its execution by all of the parties hereto, shall  
16 supersede in its entirety the ~~original~~ Original JPA dated May 18, 1970, the Amended JPA  
17 dated February 7, 1978, and the Amended JPA dated April 24, 1984, and the Amended  
18 JPA dated September 30, 1986, and the Amended JPA dated October 25, 1988  
19 referred to above, ~~or~~and any other amendments thereto, Ownership, contributions, and  
20 other rights of all parties under the superseded ~~Agreement~~ JPA as previously amended  
remain in full force and effect, except as herein modified by this Agreement.

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26 \_\_\_\_\_IN WITNESS WHEREOF, the parties hereto pursuant to the resolutions of their  
27 respective governing boards have caused this Amended JPA Joint Powers Agreement to  
28 be executed as of the day and year first hereinabove written.

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COUNTY OF FRESNO

\_\_\_\_\_  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Bernice E. Seidel

\_\_\_\_\_  
Clerk of the Board of Supervisors

\_\_\_\_\_  
County of Fresno, State of California

\_\_\_\_\_  
By:

\_\_\_\_\_  
Deputy

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CITY OF REEDLEY FOWLER

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

Amended JPA/SER

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By: \_\_\_\_\_

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SOUTHEAST REGIONAL

MEMBER AGENCY:

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ATTEST: \_\_\_\_\_

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City Clerk

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Amended JPA/SER

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SOUTHEAST REGIONAL

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MEMBER AGENCY:

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CITY OF KINGSBURG

Amended JPA/SER

By:

ATTEST:

City Clerk

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SOUTHEAST REGIONAL  
MEMBER AGENCY:  
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CITY OF FRESNO  
ORANGE  
COVE

\_\_\_\_\_  
Sal Quintero, Chairman to the Board of  
Supervisors of the County of Fresno

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Amended JPA/SER

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SOUTHEAST REGIONAL  
MEMBER AGENCY:

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CITY OF PARLIER

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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Amended JPA/SER

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SOUTHEAST REGIONAL  
MEMBER AGENCY:

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CITY OF REEDLEY

Amended JPA/SER

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By:

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SOUTHEAST REGIONAL  
MEMBER AGENCY:

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~~Amended JPA/SER~~  
~~Bernice E. Seidel~~

~~Clerk to the Board of Supervisors~~  
~~County of Fresno, State of California~~

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

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1     **AMENDED JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF FRESNO AND**  
2     **THE CITIES OF SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER,**  
3     **AND PARLIER**  
4

5         This Amended Joint Powers Agreement ("Agreement") is made and entered into this  
6     \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY OF FRESNO, a political  
7     subdivision of the State of California, hereinafter sometimes referred to as "COUNTY", and the  
8     cities of SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER, and  
9     PARLIER, all municipal corporations within the COUNTY, hereinafter sometimes referred to as  
10    "CITIES."

11                     **WITNESSETH:**

12         WHEREAS, the parties have heretofore entered into a Joint Powers Agreement  
13     ("Original JPA") dated May 18, 1970, for the operation of the Southeast Regional Disposal Site  
14     (hereinafter referred to as "SER"), as therein provided; and

15         WHEREAS, the SER ceased operations on July 20, 1990; and

16         WHEREAS, the California Integrated Waste Management Board certified the Closure of  
17     SER on January 19, 2000; and

18         WHEREAS, ongoing post-closure maintenance is required by California Code of  
19     Regulations Title 27 and various regulatory agencies; and

20         WHEREAS, the parties previously amended and superseded said Original JPA in its  
21     entirety by Amended JPAs dated February 7, 1978, April 24, 1984, September 30, 1986 and  
22     October 25, 1988, respectively; and

23         WHEREAS, the parties now desire to amend and supersede the most recently  
24     amended version of the JPA dated October 25, 1988.

25         NOW, THEREFORE, the parties hereto agree as follows:

26         **Article I.     NATURE AND AUTHORITY FOR AGREEMENT**

27         Each of the parties to this Agreement is a public agency within the meaning of section  
28     6500 of the Government Code of the State of California and the parties have in common the

1 legal power to acquire, develop, maintain, operate, dispose of and replace a solid waste  
2 disposal site, and any related solid waste processing facilities including the transfer station. In  
3 addition, the California Solid Waste Management and Resource Recovery Act of 1972, and the  
4 Integrated Waste Management Act of 1989, each have been enacted with the intent and  
5 purpose that local agencies develop a solid waste management master plan for each county  
6 including not less than a majority of the cities therein. It is in the public interest that the parties  
7 hereto jointly manage the SER in accordance with all applicable laws and regulations and the  
8 provisions of the County's Integrated Waste Management Plan. The parties hereto have  
9 entered into this Agreement, as well as the Original JPA and all prior amendments thereto,  
10 pursuant to the joint operation of powers provisions of said Section 6500, et seq. of the  
11 Government Code of the State of California.

12 **Article II. PURPOSE**

13 The parties agree to fund the Post Closure maintenance of SER by means of an  
14 existing solid waste surcharge in the amount of \$3.50 per ton of solid waste generated within  
15 the Southeast Regional Area as indicated on Attachment "A" and by supplemental funding  
16 from each jurisdiction, as approved annually by the Commission that is identified in Article IV of  
17 this Agreement.

18 **Article III. ADMINISTERING AGENCY**

19 The COUNTY, by and through its Board of Supervisors and regular COUNTY  
20 departments, shall be the agency which administers this Agreement. In pursuance thereof, it  
21 shall possess the common power specified in this Agreement to contract services and acquire  
22 equipment needed to effect the ongoing post-closure maintenance of SER.

23 **Article IV. COMMISSION**

24 There shall be a Commission to be known as the Southeast Regional Solid Waste  
25 Commission. It shall consist of nine persons selected as follows: two members of the Board  
26 of Supervisors, and one Councilperson to be appointed from each of the Cities of Sanger,  
27 Reedley, Selma, Orange Cove, Kingsburg, Fowler, and Parlier. Each appointment may  
28 include an alternate member designated to serve in the absence of the principal appointee. An

1 alternate member may be an employee of the appointing agency. The Commission shall  
2 select a chairperson and vice-chairperson, each from a different agency, establish times for  
3 regular meetings, hold special meetings at the call of the chairperson or any four members,  
4 and shall conduct its proceedings according to Robert's Rules of Order as last revised. The  
5 vice-chairperson shall act in the absence of the chairperson. To constitute a quorum, there  
6 shall be no less than five members at a meeting. The passage of any motion shall require at  
7 least five affirmative votes. The County's Solid Waste Coordinator, as identified in the Fresno  
8 County Integrated Waste Management Plan, shall serve as Secretary of the Commission.

9 **Article V. COMMISSION POWERS**

10 The Commission shall have the power to make decisions that shall be binding on the  
11 administering agency and the parties hereto, subject to all limitations of law, on the following  
12 matters:

13 A. Acquisition or lease of real or personal property to be used for waste  
14 processing, disposal, or the sale thereof. Such property shall be held in the name of the  
15 COUNTY for the benefit of the member agencies. The execution of this Agreement  
16 does not establish or convey any right or interest in any existing solid waste facilities or  
17 property presently owned by any party hereto.

18 B. Establishment of fees to be charged for the use of any waste processing  
19 or disposal facilities administered under this JPA.

20 C. Establishment of methods for resource recovery and the sale of products  
21 derived therefrom.

22 D. Establishment of methods of capital financing of waste processing or  
23 disposal facilities including contracting with a member agency for use of financing  
24 powers of such agency.

25 E. Determination as to whether grants shall be sought for a solid waste  
26 management project and approval of conditions, if any, for grant acceptance.

27 F. Determination as to whether a waste processing facility shall be operated  
28 by a public or private entity and the establishment or approval of the terms and method



1 of operation.

2 G. Approval of contracts with public or private entities, including member  
3 agencies, for the ownership, financing, design, construction, operation, utilization, or  
4 acquisition of waste processing or disposal facilities including waste-to-energy facilities  
5 or transfer stations.

6 H. Restriction of any member agency from the operation of any waste  
7 processing or disposal facility to be acquired or developed after the effective date of this  
8 Agreement.

9 **Article VI. CONTRIBUTIONS OF PARTIES**

10 A. Each of the parties has agreed that its proportionate share of the cost for  
11 the ongoing post-closure maintenance of SER shall be and is hereby set, based on a  
12 blended calculation of ownership and population, as follows: County of Fresno, 45.3%;  
13 City of Sanger, 13.8%; City of Reedley, 12.0%; City of Selma, 11.8%; City of Orange  
14 Cove, 4.7%; City of Kingsburg, 5.1%; City of Fowler, 3.0%; and City of Parlier, 4.4%.

15 B. In January of each year, the Commission shall review the status and  
16 forecast of the SER operational funds. If the operational funding provided by the solid  
17 waste surcharge revenues of \$3.50 per ton is deemed insufficient by the Commission to  
18 fund the Post Closure maintenance of SER for the following Fiscal Year, the  
19 Commission shall direct the COUNTY to invoice each member agency based on their  
20 proportionate share of the total funds needed to ensure that the operational funding  
21 levels remain at a minimal but positive cash reserve level.

22 C. SER shall be deemed to be equitably owned by the parties in proportion to  
23 their initial ownership contributions as follows: County of Fresno, 51%; City of Sanger,  
24 13.3%; City of Reedley, 10.7%; City of Selma, 10.4%; City of Orange Cove, 4.8%; City of  
25 Kingsburg, 4.3%; City of Fowler, 3.1%; and City of Parlier, 2.4%.

26 **Article VII. MAINTENANCE OF SER**

27 It is agreed that the COUNTY is authorized to and shall make all arrangements for the  
28 ongoing post-closure maintenance of SER either by Day Labor or Contract, and shall report to

1 the Commission at least annually regarding the cost incurred therefor. The COUNTY also  
2 shall arrange for the planning and installation of any necessary physical features for SER such  
3 as, but not limited to, landscaping, fencing, water supply, and access roads, either by Day  
4 Labor or Contract, and subject to prior Commission approval.

5 **Article VIII. FUNDS**

6 All funds received from the parties pursuant to any provisions of this Agreement or from  
7 the solid waste surcharge shall be deposited with the COUNTY Auditor-Controller/Treasurer in  
8 the SER Enterprise Fund No. 0720, Subclass 15000, for the purpose of funding post-closure  
9 maintenance at SER as required by applicable laws and regulations, and such other post-  
10 closure activities as may be authorized by the Commission.

11 **Article IX. INDEMNITY AND INSURANCE**

12 Notwithstanding anything else to the contrary herein, the Commission shall indemnify,  
13 save harmless and defend all parties and their officers, agents, and employees from any and  
14 all claims for money or damages arising from personal injury or property damage, or public  
15 officials' errors and omissions, or any combination thereof in the performance of this  
16 Agreement. The COUNTY, as administering agency, shall procure and maintain insurance to  
17 this end in an amount and coverage equal to that maintained by COUNTY for its own  
18 purposes. The insurance shall name the parties, and their respective officers, agents, and  
19 employees as additional insureds. The cost of such insurance shall be an obligation of the  
20 Enterprise Fund. In the event funds in the Enterprise Fund are insufficient, the COUNTY may  
21 annually charge all parties their pro rata share of all or a portion of the cost of such coverage,  
22 including the cost of funding a self-insured retention fund using the same percentage as  
23 described in Article VI herein. Such insurance shall be primary, covering all parties jointly and  
24 severally, subject to the limits and all provisions, conditions, and exclusions contained within  
25 COUNTY's Certificate of Insurance and all related forms and policy documents governing such  
26 coverage, and there shall be no right to pro rata indemnification from the parties under the  
27 Joint Powers Provisions of the California Tort Claims Act. COUNTY expressly limits its liability  
28 to the other parties hereto to the extent of insurance afforded by the policies aforesaid and

1 save except for such coverage, expressly disclaims any other indemnity or general liability  
2 protection.

3 **Article X. DURATION OF AGREEMENT AND AMENDMENT**

4 This Agreement shall continue until terminated in accordance with this Article. This  
5 Agreement shall be terminated at the written request of or withdrawal by the governing body of  
6 at least five members hereto and the COUNTY. It may be amended at any time, including the  
7 addition of new parties, by the unanimous consent of the governing bodies of all parties hereto.  
8 Upon termination of this Agreement, all obligations shall be disbursed to the parties hereto in  
9 proportion to their contribution.

10 **Article XI. SUPERSEDING AGREEMENT**

11 This Agreement, upon its execution by all of the parties hereto, shall supersede in its  
12 entirety the Original JPA dated May 18, 1970, the Amended JPA dated February 7, 1978, the  
13 Amended JPA dated April 24, 1984, the Amended JPA dated September 30, 1986, and the  
14 Amended JPA dated October 25, 1988 referred to above, and any other amendments thereto.  
15 Ownership, contributions, and other rights of all parties under the superseded JPA as  
16 previously amended remain in full force and effect, except as herein modified by this  
17 Agreement.

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1 IN WITNESS WHEREOF, the parties hereto pursuant to the resolutions of their  
2 respective governing boards have caused this Amended Joint Powers Agreement to be  
3 executed as of the day and year first hereinabove written.  
4

5 **COUNTY OF FRESNO**  
6

7 \_\_\_\_\_  
8 Sal Quintero, Chairman of the Board of  
9 Supervisors of the County of Fresno  
10

11 **ATTEST:**

12 Bernice E. Seidel  
13 Clerk of the Board of Supervisors  
14 County of Fresno, State of California  
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16 By: \_\_\_\_\_  
17 Deputy  
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28 **Amended JPA/SER**

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**SOUTHEAST REGIONAL MEMBER AGENCY:**

**CITY OF FOWLER**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

City Clerk

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**SOUTHEAST REGIONAL MEMBER AGENCY:**

**CITY OF KINGSBURG**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**Amended JPA/SER**

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**SOUTHEAST REGIONAL MEMBER AGENCY:**

**CITY OF ORANGE COVE**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

28 **Amended JPA/SER**

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**SOUTHEAST REGIONAL MEMBER AGENCY:**

**CITY OF PARLIER**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk



**SOUTHEAST REGIONAL MEMBER AGENCY:**

**CITY OF REEDLEY**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**Amended JPA/SER**

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**SOUTHEAST REGIONAL MEMBER AGENCY:**

**CITY OF SANGER**

By: \_\_\_\_\_

ATTEST:

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City Clerk

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**SOUTHEAST REGIONAL MEMBER AGENCY:**

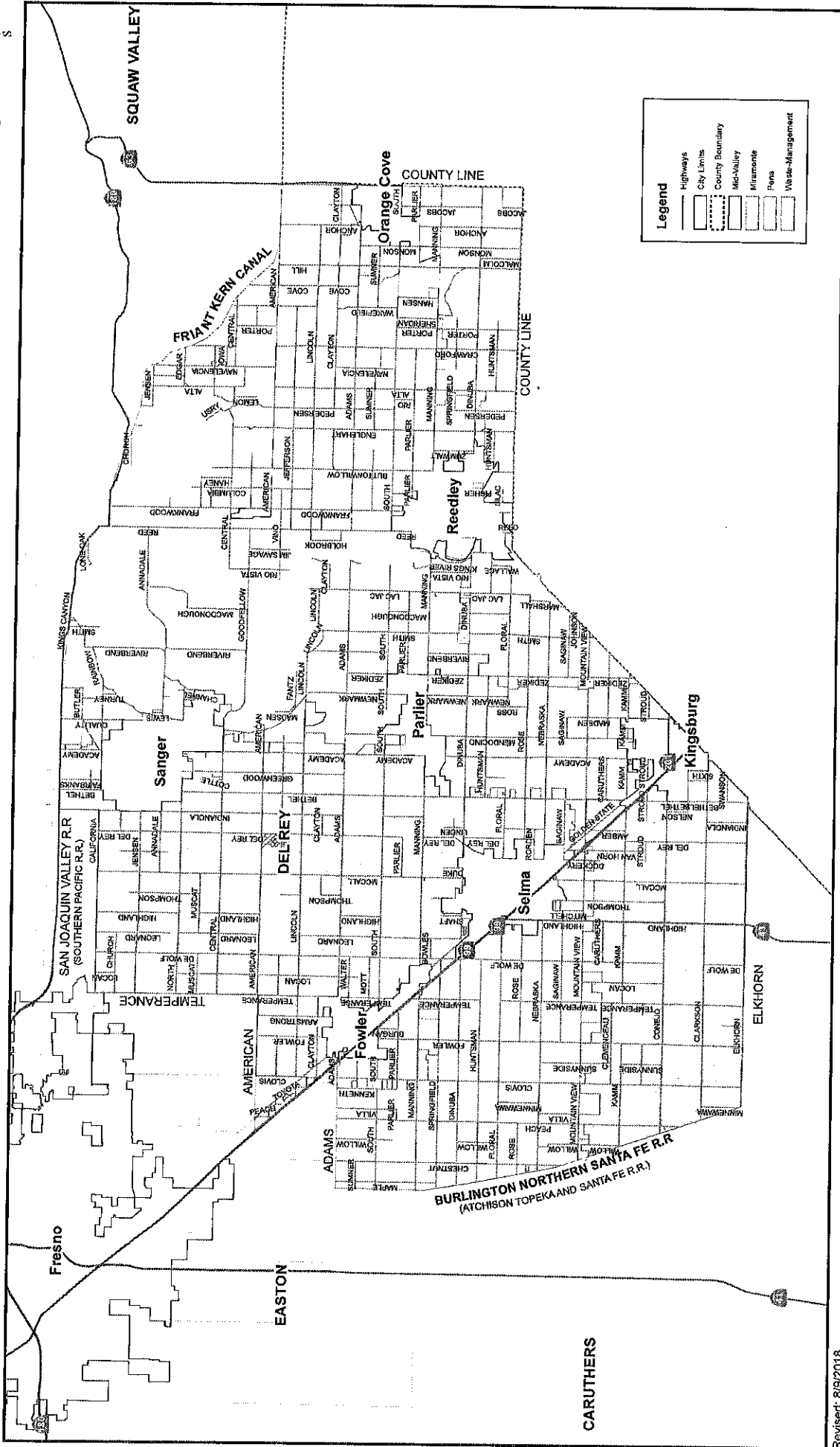
**CITY OF SELMA**

By: \_\_\_\_\_

ATTEST:

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City Clerk

**Amended JPA/SER**



## PROPORTIONATE SHARE OF COSTS

### Post-Closure Maintenance of Southeast Regional Disposal Site

<b>Blended Method<sup>1</sup> (Ownership &amp; 1988 JPA)</b>	<b>% Share</b>
County of Fresno	45.3%
Fowler	3.0%
Kingsburg	5.1%
Orange Cove	4.7%
Parlier	4.4%
Reedley	12.0%
Sanger	13.8%
Selma	11.8%
<b>Total</b>	<b>100.0%</b>

**Notes:**

1. Southeast Regional Solid Waste Commission Members requested that the County develop a "blended" cost table that takes into account a portion of the landfill ownership during the June 27, 2016 meeting. A "blended method" was created, based on ownership data from both the original (1970) and 1988 JPAs, to provide supplemental funding of post-closure maintenance activities at Southeast Regional Disposal Site. This blended method was adopted by the Commission on January 23, 2017.