



## AGENDA

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**

**Roy Rodriguez, Council Member**

**Gilbert Garcia, Council Member**

**Josie Cervantes, Council Member**

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**Wednesday, December 12, 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. Presentations**

1. Presentation by Mayor Lopez "Key to the City" to Airean J. Raguindin

**D. Consent Calendar**

2. Minutes of the November 19, 2018 special City Council meeting.

**E. Administration**

**Chief of Police**

3. **SUBJECT:** Police Department Monthly Report.

**Recommendation:** For Information only, no action necessary

4. **SUBJECT:** Annual Dispatching Agreement and Resolution

**Recommendation:** Council to consider approving the Annual Dispatching Agreement with Fresno County Sheriff's Department and Resolution 2018-48

**Public Works:**

5. **SUBJECT:** Public Works Monthly Report.

**Recommendation:** For Information only, no action necessary.

**City Engineer**

6. **SUBJECT:** Engineering Monthly Report.

**Recommendation:** For Information only, no action necessary.

7. **SUBJECT:** Awarding bid for the 2015 Orange Cove School Crossing Safety Improvements Projects

**Recommendation:** Council to consider approving the Resolution 2018-49 the construction of the Orange Cove School Crossing Safety Improvements Project to JT2 In. DBA Todd Companies for \$223,750.00 and Authorizing the Interim City Manager to Sign the Agreement on behalf of the City of Orange Cove, and allocate \$33,780 from Measure C funds to pay the remaining construction costs.

8. **SUBJECT:** Notice of Appeal of Planning Commission's decision regarding the approval of a Conditional Use Permit No. 2018-02

**Recommendation:** Staff is recommending the City Council to consider the Notice of Appeal of the Planning Commission's decision filed with the County Clerk on November 29, 2018. The Appeal wishes to appeal the Planning Commission's decision to approve the Conditional Use Permit No. 2018-02

9. **SUBJECT:** Transit Related Expenses for ADA related Improvements Agreement by and between the City of Orange Cove and Adventist Health

**Recommendation:** Council to consider to adopt Resolution 2018-50 approving the transit related expenses for ADA related improvement agreement by and between the City of Orange Cove and Adventist Health and authorizing the Interim City Manager to sign the Agreement

10. **SUBJECT:** Amaya Development and 2019 Affordable Housing and Sustainable Communities Grant

**Recommendation:** Council to approve the continued collaboration between the City Engineer and the Community Development Resource Group in preparing and submitting the 2019 Affordable Housing and Sustainable Communities (AHSC) Program Application

**Interim City Manager:**

11. **SUBJECT:** Agreement with Fresno County Superior Court for Court Services in the City of Orange Cove  
  
**Recommendation:** Council to consider to approve the agreement with Fresno County Superior Court Services in the City of Orange Cove
12. **SUBJECT:** Budget calendar for Fiscal Year 2019-2020  
  
**Recommendation:** Staff recommends the City Council to approve the Budget Calendar for the Fiscal Year 2019-2020
13. **SUBJECT:** Debit/Credit Card Services Program for City of Orange Cove residents  
  
**Recommendation:** Staff recommends that the City Council approve the Debit/Credit Card Services Program. If approved by the City Council, the Debit/Credit Card Services Program will take effect on Monday January 7, 2019
14. **SUBJECT:** Update on Financial Issues  
  
**Recommendation:** Informational Item only, no action needed
15. **SUBJECT:** Consideration and necessary action for the Invoice register dated December 3, 2018 (A831629-41148) and Invoice register dated December 4, 2018 (502269973-00B81201)  
  
**Recommendation:** Council to approve the Invoice Register dated December 3, 2018 (A831629-41148) and Invoice register dated December 4, 2018 (502269973-00B81201)
16. **SUBJECT:** Review and Discussion of FOCAS Contract  
  
**Recommendation:** Staff is recommending that the City Council terminate the FOCUS Agreement and direct staff to explore other alternatives to provide animal control services in the City of Orange Cove
17. **SUBJECT:** Consideration and necessary action regarding the Events Committee  
  
**Recommendation:** Appointment of new members and update of special events
18. **SUBJECT:** Cancellation of the second City Council Meeting in December 2018  
  
**Recommendation:** Council to approve to cancel the second City Council Meeting in December 2018

19. **SUBJECT:** City Manager's Position

**Recommendation:** Council to approve to advertise for the City Manager's Position

F. **City Council & Successor Agency**

20. **SUBJECT:** Residential Rehabilitation Loan Program Overview and Considerations

**Recommendation:** Staff recommends that the Successor Agency Board inform staff and RSG of its preferences as described in the staff report.

21. **SUBJECT:** Designated authorized signers on the LAIF Account

**Recommendation:** Successor Agency to approve the RDA Resolution SA 2018-04 authorizing signers on the LAIF Account

G. **Public Forum**

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

H. **City Manager's Report**

I. **City Attorney's Report**

J. **City Council Communications**

K. **Adjournment**

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

**Documents:** *Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at front counter at City Hall and at the Orange Cove Library located at 815 Park Blvd., Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at [cityoforangecove.com](http://cityoforangecove.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  
CITY OF ORANGE COVE  
NOVEMBER 19, 2018**

The rescheduled meeting of the Orange Cove City Council was called to order at 6:50 p.m. in the Council chambers. Council members answering roll call were: Rodriguez, Mayor Pro Tem Silva and Mayor Lopez. Councilmembers Cervantes and Garcia were absent. Also present were Interim City Manager Hernandez, City Attorney McCloskey, City Engineer Manrique, and interested citizens.

The agenda for this meeting was duly posted in a location visible at all times by the general public seventy-two hours prior to this meeting

**CONFIRMATION OF AGENDA:** Interim City Manager Hernandez reported that he would like to table agenda items 1 and 12 and report that two items have been added to the agenda. He stated that item 1 would be rescheduled for the next Council meeting and that item 12 has been taken care of. He also reported that the two items to be added were scheduled on an agenda addendum within the 72 hour time frame but after the Council packets went out.

Motion to approve the agenda changes was made by Mayor Pro Tem Silva and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Silva, Rodriguez, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

**PRESENTATION OF KEY TO THE CITY TO AIREAN J. RAGUINDIN:** Interim City Manager Hernandez reported that this item is being rescheduled because Mr. Raguindin could not be present at tonight's meeting.

**CONSENT CALENDAR:** Motion to approve the Consent Calendar was made by Councilmember Silva and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Silva, Rodriguez, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

- a. Minutes of the October 24, 2018 special City Council meeting approved as written.
- b. Minutes of the October 24, 2018 regular City Council meeting approved as written.

**CONSIDERATION AND NECESSARY ACTION ON PURCHASE OF TWO NEW POLICE PATROL VEHICLES:**

Police Sergeant Pena reviewed for the Council the request to purchase two new police patrol vehicles. He stated that half of the \$81,200 would come from the Orange Cove Police Protection District and the other half would come from Measure "O" funds.

After discussion, motion to approve the purchase of two new Police patrol vehicles for a total cost of \$81,200 (including equipment and decals) was made by Council member Silva and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Silva, Rodriguez, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

**POLICE DEPARTMENT MONTHLY REPORT:** Police Sergeant Pena reviewed the current monthly crime statistics for the Council and those present. He was thanked for the report.

**CONSIDERATION AND NECESSARY ACTION ON SUBMITTAL OF APPLICATION TO THE FRESNO COG REGIONAL COMPETITIVE ATP:**

City Engineer Manrique reported that authorization is needed to submit an application to the Fresno Council of Governments (COG) for funding of a regional Active Transportation Program (ATP) competitive grant.

After discussion, motion to approve **RESOLUTION NO 2018-41, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE FRESNO COG REGIONAL COMPETITIVE ATP** was made by Mayor Pro Tem Silva and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Silva, Rodriguez, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

**CONSIDERATION AND NECESSARY ACTION ON THREE RESOLUTIONS APPROVING APPLICATION FOR FINANCING AND/OR GRANT FOR THE EMERGENCY LINING OF THE CITY'S SOURCE WATER RETENTION BASINS:**

City Engineer Manrique reviewed for the Council a possible grant and/or financing proposal for the emergency lining for the City's source water retention basins. He stated that adoption of the three resolutions is a requirement to complete the application process.

After discussion, motion to approve **RESOLUTION NO. 2018-42**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING THE CITY MANAGER TO SIGN FINANCING AGREEMENT, AMENDMENT, AND CERTIFICATIONS FOR FUNDING UNDER THE DRINKING WATER STATE REVOLVING FUNDS (DWSRF); AUTHORIZING CITY MANAGER TO APPROVE CLAIMS FOR REIMBURSEMENT; AUTHORIZING CITY MANAGER TO EXECUTE BUDGET AND EXPENDITURE SUMMARY; AUTHORIZING CITY MANAGER TO SIGN THE FINAL RELEASE FORM AND CITY MANAGER TO SIGN THE CERTIFICATION OF PROJECT COMPLETION; AND PLEDGING AND DEDICATING NET WATER REVENUES TOWARDS PAYMENT OF DWSRF FINANCING was made by Council member Rodriguez and seconded by Mayor Pro Tem Silva. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Rodriguez, Silva, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

Motion to approve **RESOLUTION NO. 2018-43**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE STATING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES INCURRED AHEAD OF THE APPROVAL OF THE DISBURSEMENT OF DWSRF CONSTRUCTION FUNDS FROM THE STSTE WATER RESOURCES CONTROL BOARD was made by Mayor Pro Tem Silva and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Silva, Rodriguez, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

Motion to approve **RESOLUTION NO. 2018-44**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING THE CITY MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION TO THE DRINKING WATER STATE REVOLVING FUND (DWSRF) FOR THE EMERGENCY LINING OF THE SOURCE WATER RETENTION BASINS was made by Mayor Pro Tem Silva and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Silva, Rodriguez, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

**ENGINEERING MONTHLY REPORT:** City Engineer Manrique presented the monthly engineering report. After discussion, he was thanked by the Council.

**PUBLIC WORKS MONTHLY REPORT:** Public Works Superintendent Estrada presented the monthly public works report. After discussion, he was thanked by the Council.

**CONSIDERATION AND NECESSARY ACTION ON ADOPTION OF FISCAL YEAR 2018-2019 FINAL BUDGET:** Interim City Manager Hernandez reported that all of the proposed changes discussed at the October 24<sup>th</sup> Council meeting have been incorporated into the final budget.

Interim City Manager Hernandez also discussed the possibility of installing a debit/credit card machine at City Hall. He stated that it would allow citizens to pay their utility and other billings with their debit/credit cards. After discussion, it was the consensus of Council to bring this item back for further discussion at the next City Council meeting.

After discussion, motion to approve **RESOLUTION NO. 2018-47, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE ADOPTING FISCAL YEAR 2018-2019 FINAL BUDGET** was made by Council member Rodriguez and seconded by Mayor Pro Tem Silva. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Rodriguez, Silva, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING AMENDMENT TO THE JOINT POWERS AGREEMENT FOR THE SOUTHEAST**

**REGIONAL DISPOSAL SITE:** Interim City Manager Hernandez reported that the City has received word that the County has been short on the funding available for the maintenance of the Southeast Regional Disposal Site. He stated that the County has prepared an amendment to the agreement which charges each entity, including Orange Cove, an additional amount of the shortage equal to the percentage of facility owned, which was determined in a previous year's agreement. He stated that in Orange Cove's case it is 4.7% of the shortfall.

After discussion, motion to approve **RESOLUTION NO. 2018-45, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING AMENDED JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF FRESNO AND THE CITIES OF SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER, AND PARLIER FOR THE SOUTHEAST REGIONAL DISPOSAL SITE** was made by Council member Rodriguez and seconded by Mayor Pro Tem Silva. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Rodriguez, Silva, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None

ABSENT: 2 COUNCILMEMBERS: Cervantes, Garcia

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION EXTENDING THE TEMPORARY REDUCTION OF ALL DEVELOPMENT IMPACT FEES FOR COMMERCIAL AND INDUSTRIAL DEVELOPMENT PROJECTS:** At the request of staff this item was tabled earlier in the meeting.

**CONSIDERATION AND NECESSARY ACTION ON INVOICE REGISTER:** Motion to approve the invoice register was made by Council member Rodriguez and seconded by Mayor Pro Tem Silva. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Rodriguez, Silva, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

**CONSIDERATION AND NECESSARY ACTION ON TERMINATION OF CONTRACT WITH WILLDAN ASSOCIATES FOR BUILDING INSPECTION SERVICES AND PROCEED WITH HIRING FULL-TIME IN-HOUSE BUILDING INSPECTOR:** Interim City Manager Hernandez reported on the need for a full-time in-house building inspector. He stated that with the current contracted part-time services there have been scheduling conflicts, missed appointments, and a lack of communication between Orange Cove's citizens, the building department, and the City.

After discussion, motion authorizing the City Manager to terminate the contract with Willdan for building services and proceed with the hiring of a full-time in-house building inspector was made by Mayor Pro Tem Silva and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Silva, Rodriguez, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

**CONSIDERATION AND NECESSARY ACTION ON HIRING OF ADMINISTRATIVE HELP:** Interim City Manager Hernandez reported that the Finance Department is in need of additional personnel to handle contract and grant administration, the upcoming Amaya Project, updating the Master Fee Schedule, assisting with Risk Management activities, assisting in developing and administering financial reports, and other administrative duties.

After discussion, motion authorizing the City Manager to hire additional administrative help was made by Mayor Pro Tem Silva and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES: 3 COUNCILMEMBERS: Silva, Rodriguez, Lopez  
NOES: 0 COUNCILMEMBERS: None  
ABSTAIN: 0 COUNCILMEMBERS: None  
ABSENT: 2 COUNCILMEMBERS: Cervantes, Garcia

**CONSIDERATION AND NECESSARY ACTION ON CONTRACT FOR PROPOSITION 68 GRANT WRITING SERVICES BY CALIFORNIA CONSULTING:** After discussion, motion approving grant writing services for Proposition 68 only was made by Mayor Pro Tem Silva and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES: 3 COUNCILMEMBERS: Silva, Rodriguez, Lopez  
NOES: 0 COUNCILMEMBERS: None  
ABSTAIN: 0 COUNCILMEMBERS: None  
ABSENT: 2 COUNCILMEMBERS: Cervantes, Garcia

**CONSIDERATION AND NECESSARY ACTION ON REQUEST FOR RECOGNITION EVENT FOR RETIRING DOCTOR JOSEPH MARTINEZ FROM THE CALIFORNIA DEPARTMENT OF EDUCATION:** Mayor Lopez reported that Doctor Joseph Martinez with the California Department of Education will be retiring soon and that he would like the City to hold a lunch or dinner honoring him for his outstanding work and leadership over the years.

After discussion, it was the consensus of Council to hold a lunch in his honor with the date yet to be determined. Motion carried with the following vote:

AYES: 3 COUNCILMEMBERS: Rodriguez, Silva, Lopez  
NOES: 0 COUNCILMEMBERS: None  
ABSTAIN: 0 COUNCILMEMBERS: None  
ABSENT: 2 COUNCILMEMBERS: Cervantes, Garcia

**CONSIDERATION AND NECESSARY ACTION ON REQUEST FOR LUNCHEON/DINNER WELCOMING EVENT FOR NEW CITY COUNCIL MEMBERS:** Mayor Lopez reported that he would like to discuss this at the next Council meeting.

**CONSIDERATION AND NECESSARY ACTION ON CONTRACT WITH FRIENDS OF ORANGE COVE ANIMAL SHELTER (FOCAS):** City Attorney McCloskey reported that the Mayor has received complaints regarding the animal shelter. He then reviewed the contract with the Friends of the Orange Cove Animal Shelter (FOCAS) outlining the possible causes for termination. Council members expressed concern regarding the safety of Orange Cove's citizens.



Numerous citizens then spoke in favor of FOCAS and retaining them as provider of the City's animal control services.

After discussion, it was the consensus of Council to bring the item back for further discussion at the December 12, 2018 Council meeting. Motion carried with the following vote:

AYES:	3	COUNCILMEMBERS:	Rodriguez, Silva, Lopez
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Cervantes, Garcia

**CITY COUNCIL AND SUCCESSOR AGENCY – CONSIDERATION AND NECESSARY ACTION ON CONTRACT WITH RSG, INC. TO PROVIDE CONSULTING SERVICES FOR REHABILITATION LOAN PROGRAM DESIGN AND LOAN PROCESSING USING HOUSING BOND PROCEEDS:** Interim City Manager Hernandez reported that approximately \$336,000 in housing bond proceeds remain that need to be spent on housing efforts in the City. He stated that RSG, Inc. has experience in administering housing loan programs and has submitted a proposal to administer the program.

After discussion, motion to adopt City of Orange Cove **RESOLUTION NO. 2018-48** and Successor Agency to the Redevelopment Agency **RESOLUTION NO. 2018-4**, A RESOLUTION OF THE CITY COUNCIL APPROVING CONTRACT WITH RSG, INC. TO PROVIDE CONSULTING SERVICES FOR REHABILITATION LOAN PROGRAM DESIGN AND LOAN PROCESSING USING HOUSING BOND PROCEEDS and setting the loan amount to residents at \$10,000 was made by Mayor/Chairman Lopez and seconded by Vice Mayor/Vice Chairman Silva. Motion carried with the following vote:

AYES:	3	COUNCIL/BOARD MEMBERS:	Lopez, Silva, Rodriguez
NOES:	0	COUNCIL/BOARD MEMBERS:	None
ABSTAIN:	0	COUNCIL/BOARD MEMBERS:	None
ABSENT:	2	COUNCIL/BOARD MEMBERS:	Cervantes, Garcia

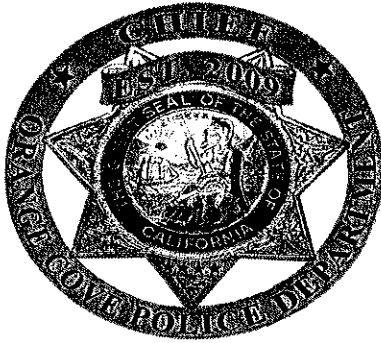
**ADJOURNMENT:** There being no further business, the meeting was adjourned at 9:10 p.m.

Respectfully submitted,

Melanie A. Carter  
Acting City Clerk

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Victor P. Lopez



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

Marty Rivera  
Chief of Police

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**Date:** December 12, 2018

**Title:** Dispatch Services Agreement

**Submitted:** Marty Rivera  
Chief of Police

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**Recommendation:**

Council to approve agreement with Fresno County Sheriff's Department for dispatching services.

**Background:**

In 2013 we began to utilize the Sheriff's Department Dispatching Unit to answer calls for police services in the City of Orange Cove. Prior to that the City had its own dispatchers. We contracted with the Sheriff's Department because it was more cost efficient and provided service that would keep our officers safe since they now would be on a radio channel where we could obtain assistance faster in an emergency.

Several of the other small cities in the county also utilize the Sheriff's Department. The cost for the service is based on a fee times the number of residents in the city as determined by State Department of Finance certified population (Orange Cove City estimate as of January 1, 2018 is 9,469).

The County's Master Fees Schedule changed on October 23, 2018. The cost for each resident increased by four cents.

**Fiscal Impact:**

Last year the fee was **\$14.75 per resident**. This equals **\$11,638.97 /month**. This fee is from **July 1, 2018 – November 30, 2018**.

**December 1, 2018-June 30, 2019 fee is \$14.79 per resident. This is \$11,670.54 month.**

**RESOLUTION NO. 2018-48**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
APPROVING AN AGREEMENT BY AND BETWEEN  
THE CITY OF ORANGE COVE AND COUNTY OF FRESNO FOR  
DISPATCHING SERVICES AND AUTHORIZING THE  
MAYOR OR MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the City Council has determined that the City is in need of dispatching services in order to protect the health and safety of its' residents ; and,

WHEREAS, the County of Fresno has provided the City with appropriate and professional dispatching services through an agreement with the City for a substantial number of years; and

WHEREAS, the City Council of the City of Orange Cove has found that the continued use of the County for dispatching services is in the best interests of the City and its residents ; and,

WHEREAS, the City and County have set forth the terms and conditions of the agreement in the attached Exhibit "A" which is incorporated herein by this reference as if set forth in full.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE COVE, FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

1. The foregoing recitals, and each of them, are true and correct, and they are each hereby adopted as findings of the City;
2. The Agreement, the attached Exhibit "A", as proposed between the City and County of Fresno is in the best interest of the residents of Orange Cove and of the City of Orange Cove.
3. The Mayor or City Manager of the City is hereby authorized to execute the attached Agreement on behalf of the City Council and City of Orange Cove.

\* \* \* \* \*

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Orange Cove at a meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_ 2018, by the following vote:

AYES:	COUNCILMEMBERS:	
NOES:	COUNCILMEMBERS:	
ABSENT:	COUNCILMEMBERS:	
ABSTAIN:	COUNCILMEMBERS:	None

\_\_\_\_\_  
Mayor of the City of Orange Cove

ATTEST:

\_\_\_\_\_  
City Clerk of the City of  
Orange Cove

1 **AGREEMENT**

2  
3 THIS AGREEMENT is made and entered into this 1st day of July, 2018, by and between the  
4 COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as  
5 "COUNTY", and CITY OF ORANGE COVE, a City, whose address is 633 Sixth Street, Orange Cove, CA  
6 93646 hereinafter referred to as "CITY." COUNTY and CITY may be collectively referred to herein as  
7 "Parties" or in the singular as "Party."

8 WITNESSETH:

9 WHEREAS, CITY desires to secure law enforcement dispatch services/9-1-1 answering  
10 responsibilities for CITY from the COUNTY, through the Fresno County Sheriff-Coroner's Office ("Sheriff"),  
11 within CITY's boundaries;

12 WHEREAS, COUNTY has provided these services to CITY through its Sheriff-Coroner since  
13 September of 2013;

14 WHEREAS, COUNTY, through its Sheriff-Coroner, can continue rendering such services to CITY;

15 WHEREAS, County Fourth Amendment Number 13-534-4, the current agreement between CITY  
16 and COUNTY for the provision of such services, is set to terminate on June 30, 2018;

17 WHEREAS, COUNTY agrees to render such law enforcement dispatch services/9-1-1 answering  
18 responsibilities for CITY within the CITY's boundaries of the terms and conditions hereinafter set forth, and  
19 CITY agrees to pay COUNTY the cost of performing such services at the rates and under the terms and  
20 conditions herein set forth.

21 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein  
22 contained, the Parties hereto agree as follows:

23 1. SERVICES PROVIDED BY COUNTY

24 A. General Law Enforcement Services: COUNTY agrees its Sheriff-Coroner's Office will provide,  
25 within the limitations of this Agreement, training to CITY's police personnel in the use of the Sheriff-  
26 Coroner's radio procedures and language as deemed necessary by the parties. This training shall cover the  
27 computer priority system, uniformity of dispositions, and radio language and discipline as set forth in Exhibit  
28 A, attached hereto and incorporated herein by this reference, for the term of this Agreement, from July 1,

1 2018, and June 30, 2019. COUNTY agrees, through its Sheriff-Coroner, to receive phone calls at the  
2 Sheriff-Coroner's communications center for requests to dispatch CITY's police department personnel for  
3 the purpose of providing law enforcement services. The Sheriff-Coroner shall dispatch CITY's police  
4 department personnel in response to such requests. The dispatching services provided for under this  
5 Agreement do not include, and the Sheriff-Coroner will not be responsible for providing, any dispatch  
6 services for requests for emergency medical services or fire suppression services. Phone calls the Sheriff-  
7 Coroner receives requesting emergency medical services or suppression services within CITY boundaries  
8 shall be transferred to the emergency medical services dispatching center.

9 B. The rendition of contract services, the standards of performance, the discipline of officers, and  
10 other matters incident to the performance of such services and the control if personnel so employed, shall  
11 remain with COUNTY. In the event of dispute between the parties as to the extent and duties and functions  
12 to be rendered under this Agreement, or the minimum level or manner of such performance of such  
13 services, the determination made by COUNTY shall be final and conclusive.

14 C. The performance of law enforcement dispatch services/9-1-1 answering responsibilities for  
15 CITY by COUNTY's Sheriff-Coroner's Office including the standards of performance, the discipline of  
16 officers, and all other matters incident to the performance of law enforcement services and the control of  
17 law enforcement personnel, shall be the right and responsibility of COUNTY. In the case of dispute  
18 between the Parties as to the extent, duties, or functions to be rendered under this Agreement, or the  
19 minimum level or manner of such performance of such services, the determination made by the  
20 COUNTY, through its Sheriff-Coroner, or her/his designee, shall be final and conclusive.

## 21 2. OBLIGATIONS OF THE CITY

22 A. CITY agrees to convert the radios in its police vehicles to such frequencies as required by the  
23 Sheriff-Coroner's communications system. CITY shall also place radios in its police vehicles that have a  
24 primary and secondary channeling ability, as determined by the Sheriff-Coroner, for the purpose of  
25 ensuring reasonable communications backup.

26 B. CITY shall have its police personnel use such alpha-numerical identifier system as determined by  
27 the Sheriff-Coroner and CITY assumes responsibility for keeping the Sheriff-Coroner's communication  
28 system secure as required by law.

1 C. CITY agrees that its personnel shall comply with Sheriff-Coroner's radio procedures, and that it  
2 shall hold its employees accountable for failing to comply with such radio procedures.

3 D. CITY shall timely pay COUNTY for services rendered under this Agreement. Payment for services  
4 shall be made as provide by Section 5, "COMPENSATION/INVOICING," of this Agreement.

5 3. TERM

6 This Agreement shall become effective on the 1<sup>st</sup> day of July, 2018 and shall terminate on the 30<sup>th</sup>  
7 day of June, 2019.

8 4. TERMINATION

9 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
10 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
11 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
12 terminated, at any time by giving the CITY thirty (30) days advance written notice.

13 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
14 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 15 1) An illegal or improper use of funds;
- 16 2) A failure to comply with any term of this Agreement;
- 17 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 18 4) Improperly performed service.

19 C. Without Cause - Under circumstances other than those set forth above, this  
20 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
21 intention to terminate to CITY.

22 5. COMPENSATION/INVOICING:

23 A. CITY shall pay monthly to COUNTY the compensation agreed for performing the  
24 dispatching services under this Agreement, as set forth in Section 1.A, above, at the applicable rate and the  
25 methodology for determining such compensation as delineated in Exhibit A, which is attached hereto and  
26 incorporated herein by reference. There shall be no increase to the monthly compensation amount due to  
27 COUNTY for services provided to CITY under this Agreement during FY 2018-19 (July 1, 2018 to June 30,  
28 2019). The parties also recognize and agree that the monthly compensation due to COUNTY for services

1 rendered under this Agreement may be updated from time to time based upon changes to the "per resident  
2 charge" and population estimate" figures in Exhibit A. County shall provide CITY with written notice of  
3 changes to the monthly compensation due to County. Such notice shall be given in March of 2018 and  
4 2019. Upon CITY's approval of the changes to the monthly compensation due to COUNTY, the new  
5 monthly compensation amount shall be effective July 1<sup>st</sup> of the same year notice of the change was given  
6 by COUNTY. CITY will compensate COUNTY for performing the dispatching services under this  
7 Agreement, to be paid over twelve payments and COUNTY shall invoice CITY monthly for the previous  
8 month's services.

9           B.       As indicated in Exhibit A, the rate specified per resident (Dispatcher Per Capita) to  
10 be charged by COUNTY, and subsequently paid by CITY, are the rates set forth in the County's Master  
11 Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (a), for performing the  
12 dispatching services under this Agreement. The parties agree that if and when the Master of Schedule of  
13 Fees, Charges, and Recovered Costs, Section 2609, subdivision (a), is amended, changed, or revised, in  
14 any way that changes the rates being charged for the services identified in this Agreement, that the new  
15 rates will be charged by COUNTY, and paid by CITY, for any services provided pursuant to this Agreement,  
16 from the date of the amendment, change, or revision, going forward. The parties further agree that if and  
17 when the Master of Schedule of Fees, Charges and Recovered Costs is amended, changed, or revised, in  
18 any way that changes the rates being charged for the services identified in this Agreement, such amended,  
19 changed, or revised rate will automatically and without any notice to CITY be incorporated into this  
20 Agreement, replacing any contrary or conflicting rate, from the effective date of the amendment, change, or  
21 revision in the rate(s), and will become the new rate to be paid by CITY to COUNTY for services provided,  
22 from the effective date of the rate change forward. The parties acknowledge that the County's Master  
23 Schedule of Fees, Charges, and Recovered Costs is subject to change.

24           C.       COUNTY shall submit monthly invoices to CITY and CITY shall pay COUNTY  
25 within thirty (30) calendar days of receipt of any such invoice. At the expiration or termination of this  
26 Agreement, COUNTY may, in the discretion of Sheriff-Coroner or her/his designee, submit a final  
27 invoice for all amounts then unpaid, including any remaining, unpaid portion of law enforcement dispatch  
28 services, and CITY shall pay the full amount of this final invoice within thirty (30) days of receipt thereof.



Any payment made more than 30 days after receipt of an invoice may result in contract termination or service reduction, in the sole discretion of the Fresno County Sheriff-Coroner, without any penalty or recourse against COUNTY.

6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by COUNTY under this Agreement, it is mutually understood and agreed that COUNTY, including any and all of the COUNTY'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which COUNTY shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that COUNTY is performing its obligations in accordance with the terms and conditions thereof.

CITY and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

The Parties shall be solely liable and responsible for providing to, or on behalf of, their employees all legally-required employee benefits. In addition, Parties shall be solely responsible and save the other Party harmless from all matters relating to payment of each Party's employees, including compliance with Social Security withholding and all other regulations governing such matters.

7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

9. HOLD HARMLESS: CITY agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CITY, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CITY, its officers, agents, or

1 employees under this Agreement.

2 COUNTY agrees to indemnify, save, hold harmless and, at CITY's request, defend the CITY, its  
3 officers, agents and employees from any and all costs and expenses, (including attorney's fees and costs),  
4 damages, liabilities, claims, and losses occurring or resulting to CITY in connection with the performance,  
5 or failure to perform by COUNTY, its officers, agent, or employees under this Agreement and from any and  
6 all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses  
7 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the  
8 performance, or failure to perform, of COUNTY, its officers, agents, or employees under this Agreement.

9 10. INSURANCE

10 Without limiting the right of either party to obtain indemnification from the other party or any third  
11 parties, it is understood and agreed that CITY and COUNTY shall each maintain, at their sole expense,  
12 insurance policies or self-insurance programs including, but not limited to, an insurance pooling  
13 arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this  
14 Agreement. Coverage shall be provided for comprehensive general liability, automobile liability,  
15 professional liability, and workers compensation exposure. Evidence of Insurance, Certificates of Insurance  
16 or other similar documentation shall not be required of either party under this Agreement.

17 11. AUDITS AND INSPECTIONS: The COUNTY shall at any time during business hours, and  
18 as often as the CITY may deem necessary, make available to the CITY for examination all of its records  
19 and data with respect to the matters covered by this Agreement. The COUNTY shall, upon request by the  
20 CITY, permit the CITY to audit and inspect all of such records and data necessary to ensure COUNTY's  
21 compliance with the terms of this Agreement.

22 If this Agreement exceeds ten thousand dollars (\$10,000.00), COUNTY and CITY shall be subject  
23 to the examination and audit of the Auditor General for a period of three (3) years after final payment under  
24 contract (Government Code Section 8546.7).

1           12.    NOTICES: The persons and their addresses having authority to give and receive notices  
2 under this Agreement include the following:

3                    COUNTY

4                    Greg Gularte  
5                    Fresno County Sheriff Captain  
6                    2200 Fresno Street  
7                    P.O. Box 1788  
8                    Fresno, CA 93717  
9                    FAX No.: 559-488-3348

CITY OF ORANGE COVE

                    Marty Rivera  
                    Chief of Police  
                    Orange Cove Police Department  
                    550 Center Street  
                    Orange Cove, CA 93646  
                    PHONE No.: 559-626-5106

10           Notices between COUNTY and CITY permitted under this Agreement shall be in writing and shall  
11 be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service,  
12 when deposited in the United States Mail, postage prepaid, addressed to such party.

13           13.    GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall  
14 only be in Fresno County, California.

15           The rights and obligations of the parties and all interpretation and performance of this Agreement  
16 shall be governed in all respects by the laws of the State of California.

17           14.    ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
18 CITY and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement  
19 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any  
20 nature whatsoever unless expressly included in this Agreement.  
21  
22  
23  
24  
25  
26  
27  
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3  
4 **CITY OF ORANGE COVE**

**COUNTY OF FRESNO**

5  
6 (Authorized Signature)

Nathan Magsig, Chairperson of the Board  
of Supervisors of the County of Fresno

7  
8 Rudy Hernandez, Interim City  
Manage

9  
10  
11 633 Sixth Street  
Orange Cove, CA 93646  
12 Mailing Address

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

13  
14  
15  
16  
17 By: \_\_\_\_\_ Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 ORG No.: 31113320  
20 Account No.: 4975  
21 Requisition No.: N/A  
22  
23  
24  
25  
26  
27  
28

**"Exhibit A"**

CITY agrees to pay COUNTY for the performance of law enforcement dispatch services/9-1-1 answering responsibilities under Sections 1.A and 4 of the Agreement, as follows:

COUNTY agrees to perform contracted services for the CITY at the rate specified below per resident of the CITY (as determined by the State Department of Finance certified population estimated as of January 1<sup>st</sup> of that year) until such time as the rate is updated pursuant to Section 5, "COMPENSATION/INVOICE," of this Agreement. Under this Agreement the County's cost recovery will be 100%, at the then current rate (i.e. the rate listed at the time the service is provided) listed in the Master Schedules of Fees Charges, and Recovered Costs, Section 2609, subdivision (a), for the Dispatcher Per Capita at the rate, per hour. CITY acknowledges that these rates are subject to change, as delineated in the Agreement. The total amount of the Law Enforcement Dispatch Services to be provided and paid for, and the manner of invoicing, is depicted in the Agreement.

Monthly Charge for FY 2018-19 (July 1, 2018-June 30, 2019)(hereinafter the "2018-2019 Monthly Charge") are split due to Board's late approval of Master Schedule of Fees (MSF) on October 23, 2018 and reflect the new MSF rates effective December 1, 2018 for the following:

The methodology to calculate these amounts are as follows:

(July 1, 2018 – November 30, 2018)

Per resident charge = \$14.75 (100% of \$14.75 per resident)

Number of residents in CITY (as determined by State Department of Finance certified population estimate as of January 1, 2018) = 9,469

2018-2019 Monthly Charge = (\$14.75/resident x 9,469 residents)/12 months =

\$11,638.97/month

(December 1, 2018 – June 30, 2019)

Per resident charge = \$14.79 (100% of \$14.79 per resident)

Number of residents in CITY (as determined by State Department of Finance certified population estimate as of January 1, 2018) = 9,469

2018-2019 Monthly Charge =  $(\$14.79/\text{resident} \times 9,469 \text{ residents})/12 \text{ months} =$

\$11,670.54/month

*Mayor*  
*Victor P. Lopez*

*Mayor Pro Tem:*  
*Diana Guerra Silva*

*City Council Members:*  
*Gilbert Garcia*  
*Roy Rodriguez*  
*Josie Cervantes*



*City Manager:*  
*(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 12/12/2018**

#### **Events**

- Christmas Tree Ceremony Wednesday the 5<sup>th</sup> at 6pm
- Christmas night light parade Friday the 7<sup>th</sup> at 5:30pm
- Christmas toy give away the 20<sup>th</sup> at 7:00pm

#### **Public Works**

- Street Repair Work for 4<sup>th</sup> and 6<sup>th</sup> streets- working with A&M
- City Hall Parking Lot, meeting with Seal right Paving for Estimate and Toasted Asphalt
- The Annual Preventive Maintenance of the Gym Floor at the Orange Community Center (Approximate cost over \$4,000)

#### **Water Facility**

- November Monthly Water Facility Monitoring
- November Monthly Water Distribution

#### **Wastewater Facility**

- November Monthly Wastewater Facility Monitoring
- November Monthly Sanitary Sewer System No Spill
- New Influent Pumps, Spending \$25,000 now to replace our influent pumps will prevent us from having to spend thousands of dollars in sewer collection infrastructure damage and prevent Fines from the State Water Resources Control Board Sewer spill.
- New Plant Generator, waiting on quotes from Herc Rentals and Cummings Inc.

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## ENGINEER'S REPORT

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**TO:** CITY OF ORANGE COVE CITY COUNCIL

**FROM:** ALFONSO MANRIQUE, PE  
AM CONSULTING ENGINEERS, INC.

**SUBJECT:** PROJECT PROGRESS UPDATE

**DATE:** DECEMBER 12, 2018

---

This Engineer's Report provides an update on the progress of the various projects that we are currently working on:

1. Site Plan Reviews

a. Stars & Stripes Towing Yard

The revised site plan approval letter has been mailed to the owner, currently waiting on building plans.

b. Burger King Improvements

Owner has been issued grading permit. Project is currently under construction.

c. Pizza Parlor

A comment letter on this site plan has been sent to the developer. Engineer is currently waiting on a response.

d. Smog Shop

The Public Hearing has held scheduled at a Planning Commission meeting on November 12, 2018. An appeal has been received and will be heard at the Council meeting on December 12, 2018.

e. Adventist Health

Received authorization from landlord to construct the ramp. Since the amount required to construct the side walk is very small and will be used for public purpose, the City has decided to use public funds with a resolution that it is a public purpose. Moses Stites confirmed that his agency will pay for materials if the City pays for labor.

f. ADA Improvements on Park Blvd.

A comment letter on this site plan has been sent to the owner. Engineer is currently waiting on a response.

2. FHWA Projects

a. Adams Avenue Reconstruction from Friant-Kern Canal to Hills Valley Road

This project consists of reconstructing the existing pavement and the installation of asphalt concrete dikes, street lights, and pavement striping and markings. The Preliminary Environmental Study (PES) has been submitted to Caltrans. Caltrans has determined that a Location Hydraulic Study and Summary Floodplain Encroachment Report are required. These documents are



expected to be completed in 4-6 weeks. Gateway Engineering is developing project specifications and has completed the plans. Gateway Engineering is preparing the right of way certification. We will submit a Request for Authorization for Construction once these documents are completed.

b. Adams Avenue Reconstruction from Jacobs Avenue to 4<sup>th</sup> Street

This project consists of roadway reconstruction, replacing curb and gutter, and miscellaneous concrete repair. Gateway Engineering estimates the plans are 40% complete. Gateway Engineering will prepare and submit the PES, right of way certification, and technical specifications. We will submit a Request for Authorization for Construction once these documents are completed.

c. 2015 ATP School Safety Improvements

This project consists of constructing bulb-outs at three intersections, installing enhanced visibility crosswalks at four intersections, and installing eight rectangular rapid flashing beacons. Gateway Engineering estimates the plans are 70% complete. Gateway Engineering will prepare and submit the PES, right of way certification, and technical specifications. Bids for the project were solicited from qualified contractors and opened on November 29, 2018. A total of five bids were received, with the lowest bid submitted by JT2 Inc. DBA Todd Companies in the amount of \$223,750.00.

Three of the five bidders did not follow the bid item instruction for Mobilization requiring a maximum bid of \$10,000 for that item, including the low bidder. The City's attorney will need to make the call as to whether that is an item that can be waived as an informality in the bids.

d. D Street Sidewalks from 9<sup>th</sup> Street to Center Street

This project consists of constructing sidewalks and ADA-compliant curb ramps on the south side of D Street. Gateway Engineering estimates the plans are 10% complete. Gateway Engineering will prepare and submit the PES, right of way certification, and technical specifications. We will submit a Request for Authorization for Construction once these documents are completed.

e. Pavement Management System

NCE has completed the field survey and is expected to send results to Engineer to review within 1-2 weeks. A conference call has been scheduled for December 5<sup>th</sup> at 1:30 pm to discuss updates. A meeting has been scheduled for December 18<sup>th</sup> to choose pavement treatments.

f. SB1 Projects

AM Consulting Engineers submitted the FY17/18 Expenditure Report ahead of the October 1 deadline. No funds were expended on SB1 projects during the 17/18 fiscal year. The only project for the 17/18 fiscal year was a sidewalk repair project on Park Blvd. This project has not been designed yet due to budget concerns. The project has been deferred to the 18/19 fiscal year.

AM Consulting has confirmed that the list of projects can be modified as needed. Paving the Parking lot would be eligible.

3. EDA Off-site Improvements at Northwest Corner of Park Blvd and Anchor Ave

The EDA application is almost complete. All environmental comments received by the EDA have been addressed. Wilfred Marshall at the EDA is reviewing the Application for Federal Assistance. Engineer is currently waiting to receive comments.

4. Water Enterprise

a. Friant Kern Canal Shut-down

Engineer has prepared and submit the DWSRF Application. To complete the application, we will need the CEQA process to be complete. Jose Robledo at the State Water Boards has been contacted to confirm if the City is eligible to receive DWSRF funding. Engineer is currently waiting on a response.

5. Sewer Enterprise

The NOC was filed with the County. Final Payment to Dawson Mauldin needs to be made.

6. Housing Element Update

The City Planer Greg Collins has made corrections to the Housing Element. A public hearing needs to be scheduled for this month for approval.

7. 2019 Affordable Housing Sustainable Communities (AHSC) Program

The City is working with the developers to prepare an application to the 2019 AHSC Program. Engineer is developing pedestrian and bike facilities improvements and preparing a capital construction cost estimate.


8. Water Infrastructure Improvements for the Nation Act (WIIN Act)

Section 4011 of the Water Infrastructure Improvements for the Nation Act (WIIN Act) allows for the conversion of water service contracts to repayment contracts to allow for prepayment of allocable construction costs that would have been repaid to the Bureau of Reclamation over extended terms. The WIIN Act allows repayment contractors to pay, upon request, their remaining construction repayment obligations, either in a single lump sum or over a three-year period. If contractors decide to take advantage of this authority, they are required to pay the current value of their remaining contract payments, discounted at 1/2 of the 20-year maturity Treasury rate.

In order to initiate contract conversion with the Reclamation, the City of Orange Cove must send a letter to the South-Central California Area Office, expressing interest to convert the City's water service contract to a repayment contract as outlined in Section 4011 of the WIIN Act. Prior to negotiations with the Reclamation, the City must determine who will be their negotiator representatives. It has been recommended that negotiator representatives be approved by Resolution.



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Alfonso Manrique, City Engineer   
**Subject:** Resolution Awarding Bid for the 2015 Orange Cove School Crossing Safety Improvements Project.  
**Attachments:** Resolution No. 2018-49

### **RECOMMENDATION:**

Staff recommends that the City Council adopts the attached Resolution awarding the construction of the Orange Cove School Crossing Safety Improvements Project to JT2 Inc. DBA Todd Companies for \$223,750.00, authorize the City Manager to sign the Agreement on behalf of the City of Orange Cove, and allocate \$33,780 from Measure C funds to pay the remaining construction costs.

### **EXECUTIVE SUMMARY:**

This resolution authorizes the City Manager to award the construction of the School Crossing Safety Improvements Project to JT2 Inc. DBA Todd Companies for \$223,750.00 and to sign the Agreement on behalf of the City of Orange Cove. Improvements to be constructed include traffic calming bulb-outs, sidewalk, enhanced visibility crosswalk markings, and enhanced crossing warning signs with rapid flashing beacons.

### **BACKGROUND:**

In 2015, the City of Orange Cove applied for funds to construct various school crossing safety improvements. The project proposed to enhance public safety at uncontrolled crossings near schools in the City of Orange Cove. The project includes the construction of 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.

The City received State Active Transportation Program funds for the project. The State of California, acting through Caltrans, administers the Active Transportation Program funds. These funds are paid to the City of Orange Cove pursuant to the provisions of the Administering Agency-State Agreement No. 00168S.

The City of Orange Cove retained Gateway Engineering to prepare construction documents for this project. Gateway Engineering completed the construction documents in October 2018 and the City began a bid solicitation process.

A total of five bids were received, opened and read aloud at 2:00 p.m. on November 29, 2018, this being the advertised bid opening date and time. The low bid was submitted by JT2 Inc. DBA Todd Companies in the amount of \$223,750.00. The bid results were listed as follows:

<u>Contractor</u>	<u>Total Bid</u>
Avision Construction	\$268,166.00
Don Berry Construction	\$274,949.00
Hobbs Construction	\$242,477.00
JT2 Inc DBA TODD Companies	\$223,750.00
Machado & Sons Construction	\$247,512.00

Staff reviewed the five bids received and found the following minor irregularities with the bids received:

- Three bidders (Avision construction, Hobbs Construction and Todd Companies) do not follow the instructions in the contract document requiring that the maximum mobilization bid amount be \$10,000.00.
- There is an arithmetic error in Hobbs Construction's bid. The total bid amount for Hobbs Construction is \$2.00 less than the sum of the individual bid items. B
- Hobbs Construction and Avision Construction did not acknowledge the Addendum in their bid.

On December 4, 2018, the City received a formal bid protest from Machado and Sons claiming that the bids from apparent low bidder Todd Companies and the second apparent low bidder, Hobbs Construction don't comply with the contract documents and requesting that those bids be deemed non-responsive.

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

The City Engineer reviewed the five bids and consulted with the City's legal counsel to determine if the bid irregularities found in the bids are minor irregularities. A minor bid irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived because it has no effect on the total price, quantity, quality, or schedule. The City shall give the bidder an opportunity to cure any deficiency resulting from a minor irregularity.

The contract documents indicate that any anticipated mobilization costs in excess of \$10,000 shall be included in the amount bid for the other various items of work. The mobilization bid amount in excess of \$10,000 submitted by three of the bidders, should have been included in the amount of bid for the other various items of work. Moving the excess amount to the other various items would have no effect on the total bid amount and therefore, it appears to be a minor irregularity. The City shall allow the bidder to correct the minor irregularity.

Prepared by: Angela Hall

Approved by: Alfonso Manrique

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: \_\_\_\_\_

Based on this evaluation and interpretation of the irregularities found in the bids, it is recommended that the City award this contract to the lowest responsive bidder, JT2 Inc. DBA Todd Companies.

**FISCAL IMPACT:**

The City has secured \$189,970 through the Active Transportation Program. The low bid by JT2 Inc. DBA Todd Companies was in excess of the available ATPL funds allocated for the project. The City of Orange cove will need to allocate \$33,780 from Measure C funds to pay the remaining construction costs.

**ALTERNATIVES:**

The alternative to this council action would be to reject all bids and re-advertise again. The grant funds must be awarded before December 31, 2018 and, if bids are rejected, City would need to request an extension to the State.

**ACTIONS FOLLOWING APPROVAL:**

Following approval, the City Manager will sign an agreement with JT2 Inc. DBA Todd Companies for the construction of the project.

**CONFLICT OF INTEREST:**

None.

Prepared by: Angela Hall

Approved by: Alfonso Manrique

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: \_\_\_\_\_

RESOLUTION NO. 2018- 449

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
AWARDING BID FOR THE 2015 ORANGE COVE SCHOOL CROSSING SAFETY  
IMPROVEMENTS PROJECT TO JT2 INC DBA TODD COMPANIES FOR \$223,750.00,  
AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF  
THE CITY OF ORANGE COVE, AND ALLOCATE \$33,780.00 FROM MEASURE C FUNDS  
TO PAY THE REMAINING CONSTRUCTION COSTS.

WHEREAS, the City of Orange Cove's School Crossing Safety Improvements Project propose to enhance public safety at uncontrolled crossings near schools in the City of Orange Cove; and

WHEREAS, bids for the project where solicited from qualified contractors, opened on November 29, 2018 at the Orange Cove City Hall; and

WHEREAS, the lowest bid was submitted by JT2 Inc DBA TODD Companies in the amount of \$223,750.00; and

WHEREAS, the State of California, acting through Caltrans, is administering the Active Transportation Program to fund the construction of transportation projects;

WHEREAS, the City of Orange Cove has secured \$189,970.00 from the Active Transportation Program to fund the construction of the City of Orange Cove's School Crossing Safety Improvements Project; and

WHEREAS, the City of Orange Cove needs to allocate \$33,780.00 from Measure C Funds to fund the remaining construction costs.

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. Upon the recommendation of the City Engineer, the bid for the School Crossing Safety Improvements Project is hereby awarded to JT2 Inc DBA TODD Companies in the amount of Two Hundred Twenty-Three Thousand, Seven Hundred and Fifty Dollars and No Cents (\$223,750.00.00).
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 December 12, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk






For the Meeting of: December 12, 2018

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Alfonso Manrique, City Engineer 

**Subject:** Consideration of the Notice of Appeal of Planning Commissions Decision Regarding the Approval of a Conditional Use Permit No. 2018-02

**Attachments:** Notice of Appeal of Planning Commissions Decision Filed November 29, 2018  
Orange Cove Planning Commission November 20, 2018 Staff Report

### **RECOMMENDATION:**

Staff recommends that the City Council considered the Notice of Appeal of Planning Commission Decision filed with the County Clerk on November 29, 2018. The Appeal wishes to appeal the Planning Commission's decision to approve the Condition Use Permit No. 2018-02.

### **EXECUTIVE SUMMARY:**

On November 20, 2018, the Planning Commission approved the Condition Use Permit No. 2018-02 to establish a smog test business in an existing building at 252 Park Boulevard. An appeal was filed with the City Clerk on November 29, 2018, requesting to deny the Planning Commission's action to approve the Condition Use Permit No. 2018-02.

### **BACKGROUND:**

A request was submitted by Oscar Gutierrez for a Condition Use Permit to establish and operate a smog test station at an existing vacant building. The subject site is located at 252 Park Boulevard, on the north side of Park Boulevard, east of 3<sup>rd</sup> Street. The subject site is zoned C-3 (Central Business and Shopping) and the proposed project is generally consistent with the requirements of this zone.

The City of Orange Cove Planning Department prepared a staff report (see attached) and environmental finding regarding Mr. Gutierrez's request for a Condition Use Permit. The City notified property owners within 300 feet of the subject site and published a Notice of Planning Commission Hearing in the local newspaper at least 10 days prior to the scheduled hearing.

Staff was concerned that an automobile-related business in the downtown area may not be compatible with other uses in the downtown. The Orange Cove General Plan includes policies encouraging the establishment of businesses that are more pedestrian friendly in order to strengthen the pedestrian-oriented shopping character of downtown. Additionally, the applicant is proposing to install a roll-up door where vehicles will enter the building. Since roll-up doors change the character of the neighborhood and are not typically allowed in downtown areas, Staff recommended requiring a door with architectural elements such as windows or wood features.

On November 20, 2018, the Planning Commission considered the case at a Planning Commission Public Hearing. The Planning Commission considered all evidence presented and



determined the following findings were relevant evaluating the project:

1. The project is consistent with the City of Orange Cove General Plan and the Orange Cove Zoning Ordinance;
2. The project will not have a significant impact on the environment and is exempt from review under Section 15301(a) of the Guidelines of the California Environmental Quality Act.
3. The Project will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community.

The Planning Commission approved the Condition Use Permit No. 2018-02 based on the findings outlined above and related conditions of approval.

Subsequent to the Planning Commission's action, a local resident submitted an appeal of the Planning Commission's decision on November 29, 2018 (see attached). As required, the appeal was submitted at least 10 days after the Planning Commission's action. The appeal is requesting to deny Condition Use Permit No. 2018-02 on the basis that proposed project use conflicts with the Orange Cove General Plan and should be located in an M-1 zone.

**FISCAL IMPACT:**

There is no fiscal impact associated with the consideration of this item.

**CONFLICT OF INTEREST:**

None.

Prepared by: Angela Hall

Approved by: Alfonso Manrique

REVIEW: City Manager: AB

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: \_\_\_\_\_

## NOTICE OF APPEAL OF PLANNING COMMISSION DECISION

Date: November 29, 2018

APPELLANT FILL IN BELOW THIS LINE - PLEASE PRINT OR TYPE

Project Site Address

252          Park Blvd.          Orange Cove, CA 93646          \_\_\_\_\_  
Number          Street          City          Zip          Assessor's Parcel Number

Appellant's Information

Applicant's Information

Name: Victor Lopez Jr.

Name: \_\_\_\_\_

Mailing Address: 1555 South Ave. Apt. 813

Mailing Address: \_\_\_\_\_

Orange Cove, CA 93646

\_\_\_\_\_

Telephone: (559) 725-0488

Telephone: \_\_\_\_\_

Subject of Appeal:

I wish to appeal the Planning Commission's decision to XX Approve \_\_\_\_\_ Deny

Conditional Use Permit No. 2018-02

Variance Application No. \_\_\_\_\_

Other — Please state: \_\_\_\_\_

**RECEIVED**

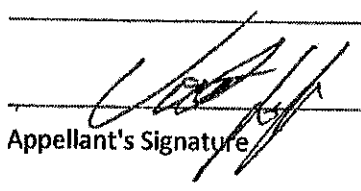
*m. Carter*  
NOV 29 2018

Date of Planning Commission Action: \_\_\_\_\_

City of Orange Cove  
Building Dept.

Reason(s) for Appeal (Attach additional sheets if necessary:

\_\_\_\_\_ Please refer to attached \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Appellant's Signature

11-29-2018  
Date

## NOTICE OF APPEAL OF PLANNING COMMISSION DECISION

This form must be completed and filed with the City Clerk of the City of Orange Cove, within ten (10) days after the Planning Commission action. (Orange Cove Municipal Code, Title 17; Chapter 52; Section 080)

The City Clerk will schedule a hearing before the Orange Cove City Council.

Today's Date: November 27, 2018

APPELLANT FILL IN BELOW THIS LINE - PLEASE PRINT OR TYPE

Project Site Address

<u>252</u>	<u>Park Blvd.</u>	<u>Orange Cove, CA 93646</u>	<u>375-193-020</u>
Number	Street	City	Zip
			Assessor's Parcel Number

Appellant's Information

Applicant's Information

Name: Victor P. Lopez  
Mailing Address: 1045 11<sup>th</sup> Street, Orange Cove, CA 93646  
Telephone: (559) 287-7239  
Subject of Appeal: CUP 2018-02

I wish to appeal the Planning Commission's decision to Approve XX or, Deny \_\_\_\_\_  
Conditional Use Permit (CUP) No. 2018-02 (The CUP approved a smog test facility (to be contained in as existing building)

Variance Application No. \_\_\_\_\_

Other — Please state: \_\_\_\_\_

Date of Planning Commission Action: November 20, 2018

Reason(s) for Appeal (Attach additional sheets if necessary):

The City Engineer's Staff Report presented to the Planning Commission, stated in his report that:

"There is some concern that an automobile-related business in the downtown area may not be compatible with other uses in the downtown. (where does the City "draw the Line?") The General Plan includes policies encouraging the establishment of businesses that are more pedestrian-friendly (like stores and restaurants) to strengthen the pedestrian-oriented shopping character of downtown."

This use appears to be an inharmonious use and in conflict with the General Plan.

This use should not be permitted in the C-3 CENTRAL BUSINESS and SHOPPING DISTRICT.

The C-3 zone is for Business and Shopping.

The test only station will be doing all testing of vehicles inside the building. All vehicles will be running to perform the smog test.

There is a food service establishment located adjacent to this proposed smog test station and no provision for the abatement and/or control of the vehicle exhaust is made a part of the conditions approving this vehicle smog test facility.

A segment of the report to the Planning Commission from the City Engineer is as follows:

"The existing building has a front facade facing Park Blvd., surfaced with adobe bricks. The applicant is proposing to install a roll-up door where vehicles will enter the building (see Exhibit 1).

Some cities do not allow roll up doors in the downtown area, as they can change the character of shopping district and the neighborhood of one where crime is perceived as a concern.

If a roll up door is allowed, the Planning Commission may consider requiring one with architectural elements — like windows, wood features, etc. (as opposed to a standard steel roll up door). These are normally found on sliding doors, rather than true roll-up doors (see Exhibit 2).

The applicant is proposing to install a driveway across the public sidewalk to allow vehicles to enter the building."

Safety of Pedestrian traffic has not been addressed as the vehicle is pulled into the building from Park Blvd. and must exit by putting the vehicle into reverse to exit the building. This is creating a safety hazard by backing the vehicle over the public sidewalk right-of-way. Additionally, the driveway slope makes the use of a wheel chair difficult. The sidewalk is approximately 11-feet-wide from Park Blvd. to the building.

Three, four or five parking stalls will be eliminated. The vehicle entrance from Park Blvd. to the building should not be allowed. If this use is permitted Vehicle entry should be from the rear of the building and no access across the sidewalk should be allowed.

The condition of the front of the building has been temporarily repaired. Plywood has been installed above the Adobe front wall, it appears the temporary "fix" was several years ago. Any type of use of this building needs to address the permanent repair of the area above the Adobe front wall.

This is a use that needs to be in a Service oriented zone. The M-1 zone is for service-oriented businesses. This use is identified in the M-1 zone under Section 17.34.020 as a permitted use.

Section 17.34.020 Identifies a number of Permitted Uses

Item C ~ Section 17.34.020 allows the following uses without applying for a CUP.

1. Advertising Structures;
2. Animal hospitals and shelters;
3. Automobile repairs (conducted within completely enclosed building);
4. Automobile re-upholstery;
5. Automobile service stations;

The Bureau of Automotive Repair (BAR) web page states: "some vehicles fail their smog inspections".

BAR states; "These vehicles emit such high levels of pollution that a special category, called *Gross Polluter*, was created in law to identify these vehicles and encourage their repair".

The City Council is requested to DENY the C.U.P. # 2018-02 That was Approved by the Planning Commission on November 20, 2018.  
The facility should be required to re-locate to the M-1 Zone.

  
Appellant's Signature

November 29, 2018

Date

## **ORANGE COVE PLANNING COMMISSION**

### **STAFF REPORT**

**Date:** November 20, 2018  
**To:** Orange Cove Planning Commission  
**From:** Karl Schoettler, Planning Consultant  
**Subject:** Conditional Use Permit 2018-02 (Gutierrez Smog Test Station)

#### **Summary/Recommendation**

The project is a Conditional Use Permit to establish a smog test business in an existing building at 252 Park Boulevard.

It is recommended that the Planning Commission take the following actions:

1. Ask for staff to deliver the report;
2. Ask any questions of staff regarding the project;
3. Ask the applicant for any statement regarding the project;
4. Open the public hearing for any comments; Close the public hearing.
4. Final Commissioner comments and questions. The Chairperson should then ask for a motion for action on the project. It is recommended that the Commission approve the project by adopting Resolution PC 2018-02.

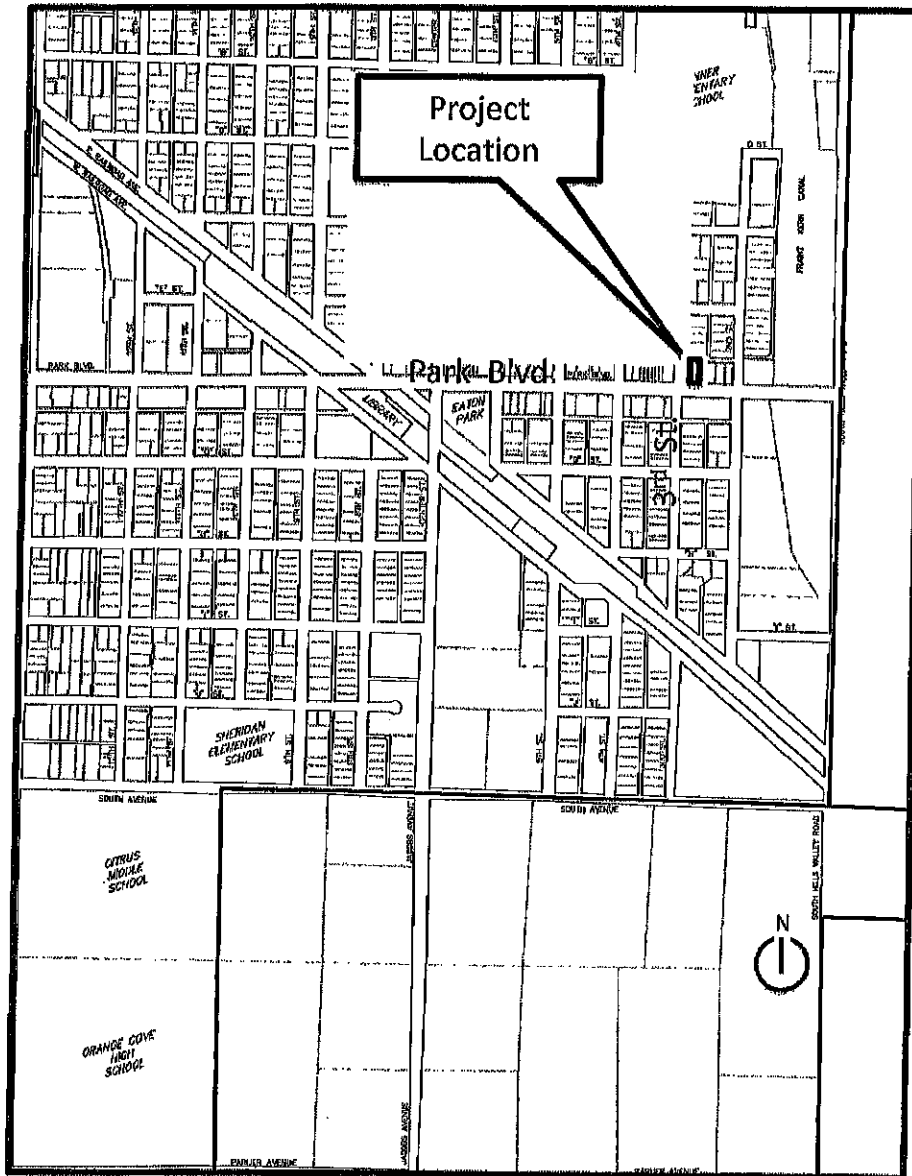
#### **Analysis**

The applicant is seeking approval of a Conditional Use Permit to move into an existing vacant building at 252 Park Boulevard and operate a smog test station. The building is located on the north side of Park Boulevard east of 3<sup>rd</sup> Street (see Maps 1 and 2). It appears to have been used as a bar in the past.

The site is zoned C-3 (Central Business and Shopping) and auto-related uses (like smog shops, auto repair, etc.) are allowed by Conditional Use Permit. The Conditional Use Permit process requires the City to notify all neighboring property owners within 300 feet of the site to give them the opportunity to voice any concerns about the project.

The applicant is proposing to install a roll-up door along the south wall, and also a driveway onto Park Boulevard. This will allow customers to drive into the building from Park Boulevard.

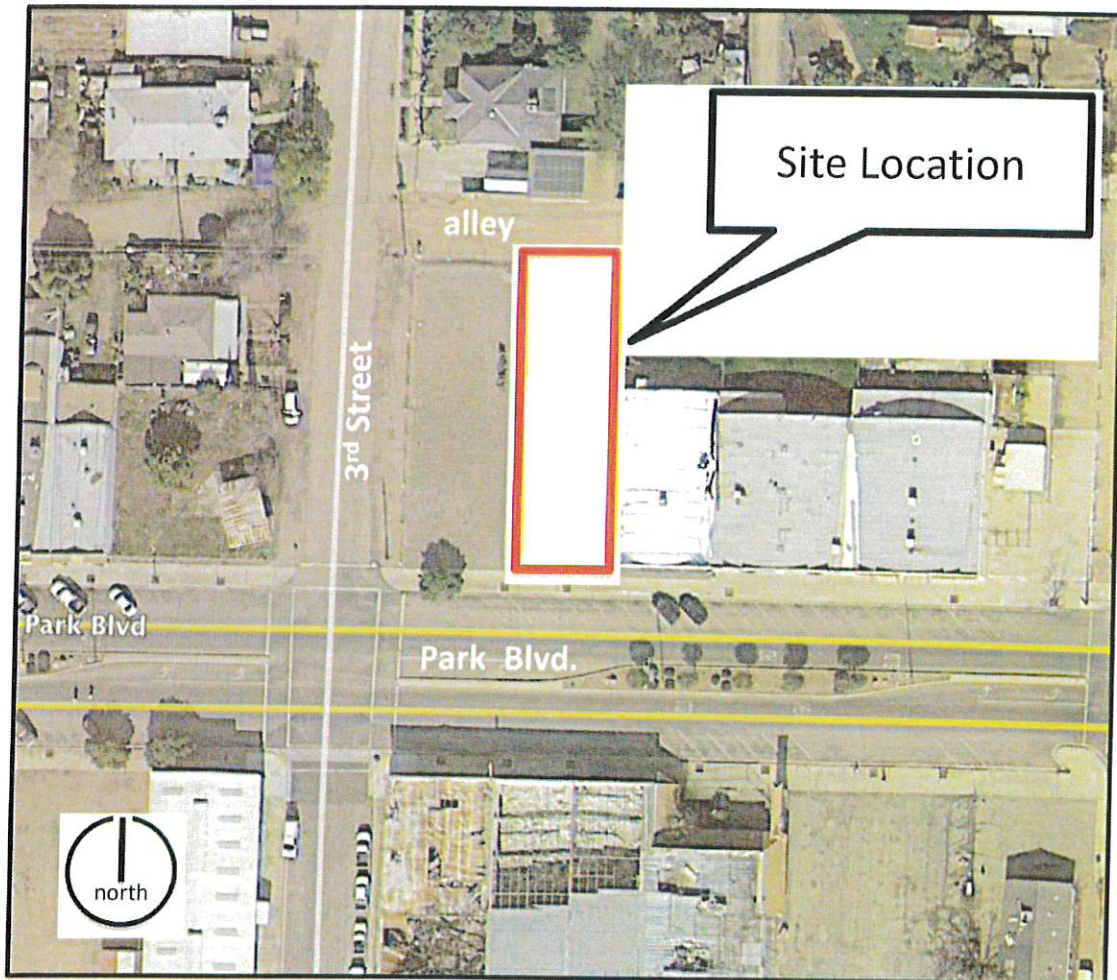
**Map 1: Project Location**



Project Location  
Conditional Use Permit 2018-02

City of Orange Cove

**Map 2: Aerial Photo**



If approved by the Planning Commission, the applicant will be required to secure approval from the State of California (Bureau of Automotive Repair) to operate the smog test station. It should be noted that the business will provide testing of vehicles only – vehicles needing repairs will be required to go elsewhere.

Several issues have been identified for analysis in this report, including the project's compatibility with downtown Orange Cove, architectural appearance of the building, street improvements and parking. These are analyzed below.



### Compatibility with Downtown

There is some concern that an automobile-related business in the downtown area may not be compatible with other uses in the downtown. The General Plan includes policies encouraging the establishment of businesses that are more pedestrian-friendly like stores and restaurants – to strengthen the pedestrian-oriented shopping character of downtown. However, the City has allowed other automobile oriented uses in the downtown. In addition, it appears that much of the subject block has been vacant for some time – it may be beneficial to allow this particular business to re-energize the area.

### Architectural

The existing building has a front façade surfaced with adobe bricks. The applicant is proposing to install a roll-up door where vehicles will enter the building (see Exhibit 1).

Some cities do not allow roll up doors in the downtown area, as they can change the character of the neighborhood to one where crime is perceived as a concern. If a roll up door is allowed, the Planning Commission may consider requiring one with architectural elements – like windows, wood features, etc. (as opposed to a standard steel roll up door). These are normally found on sliding doors, rather than true roll-up doors (see Exhibit 2).

Exhibit 1: Proposed Location of Door and Driveway

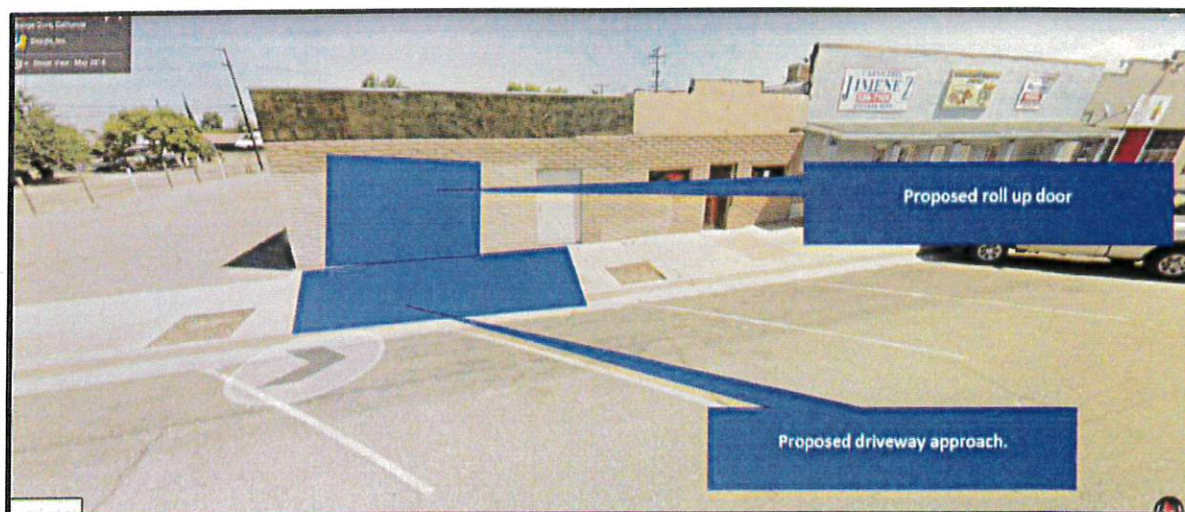
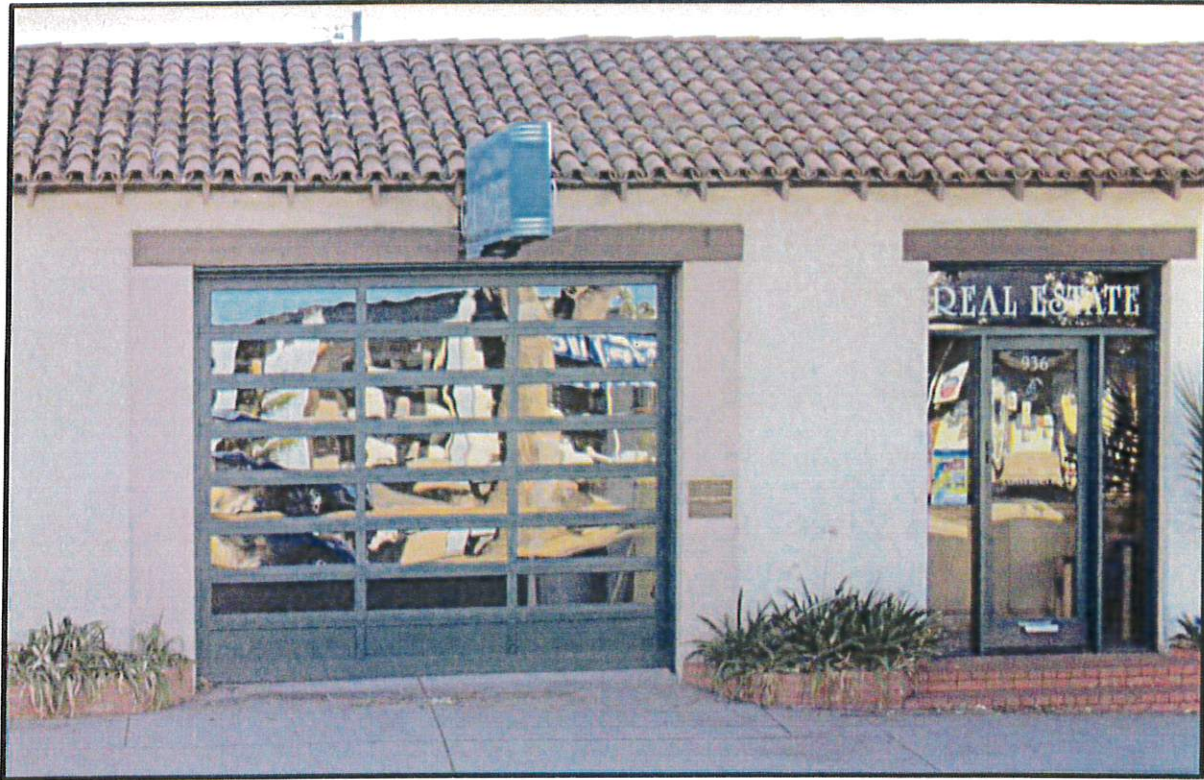


Exhibit 2: Example of a Sliding Door with Windows



#### Street Improvements

The applicant is proposing to install a driveway across the public sidewalk to allow vehicles to enter the building. A condition has been added to the attached resolution that will require the applicant to submit improvement plans for the driveway, for review and approval by the City Engineer, prior to construction. This will ensure the driveway is properly installed, to City standards.

#### Parking

There is currently no on-site parking for the site (although there is a vacant area behind the building where cars could conceivably be parked). The zoning ordinance normally requires a certain number of on-site parking spaces for new uses; however the site was developed many years ago before these parking requirements existed. The City has also installed on-site diagonal parking spaces along Park Boulevard. It is estimated that 2 or 3 spaces will be eliminated due to installation of the driveway. However there appears to still be an adequate number of spaces in this block of Park Boulevard.



**Conclusion**

The project has been reviewed by City staff, including planning and engineering. With conditions of approval in the attached resolution, it is recommended that the Planning Commission approve the Conditional Use Permit.

**BACKGROUND INFORMATION**

- Applicant:** Oscar Gutierrez  
10700 S. Alta Avenue  
Dinuba, CA 93618
- Location:** The subject site is located on the north side of Park Boulevard, east of 3<sup>rd</sup> Street. The Assessor Parcel Number is 375-193-020.
- Request:** The applicant is requesting approval of a Conditional Use Permit to establish a smog test station in an existing vacant building.
- Site:** The subject parcel is 50 feet wide and 140 feet deep and contains 7,000 square feet (0.16 acre). The building contains approximately 3,890 square feet.
- Zone:** The site is zoned C-3 (Central Business and Shopping). This zone allows for a wide variety of commercial uses, including stores, restaurants, and offices, in addition to others. Auto repair and similar types of auto-oriented uses are allowed by Conditional Use Permit.

Key development standards for the C-3 district are as follows:

- |                     |  |
|---------------------|--|
| Front yard setback: | No requirement   |
| Rear yard setback:  | No requirement   |
| Side yard setback:  | No requirement   |
| Building height:    | 3 stories/40 feet, maximum;  |
| Parking:            | For motor vehicle sales and automotive repair shops, there shall be one parking space for each four hundred square feet of gross floor area. |

Surrounding zone classifications are as follows:

- North: R-2 (Medium High Density Residential)  
South: C-3 (Central Business and Shopping)  
West: C-3  
East: C-3

**General Plan:** The subject site is currently designated "Central Commercial" by the Land Use Element of the 2025 Orange Cove General Plan. The C-3 zone is consistent with this designation.

**Land Use:** The site is currently developed with a commercial building that is vacant. Surrounding land uses are as follows:

North:	Residential
South:	Vacant commercial building
East:	Market
West:	Vacant parcel

**Access:** Access to the site is provided by Park Boulevard, as well as an alley to the rear. Park Boulevard runs east/west past the site and is classified as an Arterial roadway by the Circulation Element of the Orange Cove General Plan. This street features two travel lanes and diagonal parking spaces in each direction, along with curbs, gutters and sidewalks and a landscaped median divider. The alley to the rear of the site is unpaved.

**Infrastructure:** There are existing water and sewer lines that run past the site under Park Boulevard. Storm drainage is provided by surface curbs and gutters.


**Services:** Police protection is provided by the Orange Cove Police Department and fire protection is provided to the site by the Orange Cove Fire District.

**Environmental:** The project is categorically exempt from review for environmental impacts under the Guidelines of the California Environmental Quality Act (CEQA) per Section 15301 (a) Re-use of existing buildings with minimal changes.



For the Meeting of: December 12, 2018

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Alfonso Manrique, City Engineer   
**Subject:** Resolution Approving Transit Related Expenses for ADA Related Improvements Agreement By and Between the City of Orange Cove and Adventist Health

**Attachments:** Resolution No. 2018- Resolution of the City Council of the City of Orange Cove Approving Transit Related Expenses for ADA Related Improvement Agreement By and Between the City of Orange Cove and Adventist Health and Authorizing Interim City Manager to Sign the Agreement

### **RECOMMENDATION:**

Staff recommends that the City Council adopts the attached Resolution approving transit related expenses for ADA related improvement agreement by and between the City of Orange Cove and Adventist Health and authorizing Interim City Manager to sign the Agreement.

### **EXECUTIVE SUMMARY:**

This Resolution approves transit related expenses for ADA related improvements and for the Interim City Manager to sign an agreement by and between the City of Orange Cove and Adventist Health.

### **BACKGROUND:**

Adventist Health has had a clinic in the City of Orange Cove for many years, assisting the residents with needed health care. The medical office is located at 1455 Park Boulevard Orange Cove, CA. Adventist Health has determined that if there was a proper improvement at the street in front of their facility, then a transit bus could stop and pick up persons who are in need of transportation to and from the clinic.

The City Engineer consulted with the Fresno COG to see if the City could receive a grant to fund the construction of the ADA ramp. The City Engineer was informed that it could take up to 6 months to receive funding. The City Engineer then consulted with the City's legal counsel,

Prepared by: Angela Hall Approved by: Alfonso Manrique

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: \_\_\_\_\_

who determined it would be in the best interests of the City of Orange Cove and its residents for the City to assist with labor and funds for ADA compliant improvements for a bus stop in front of the Adventist Health facility.

**FISCAL IMPACT:**

There is no fiscal impact associated with the adoption of this Resolution.

**CONFLICT OF INTEREST:**

None.

Prepared by: Angela Hall

Approved by: Alfonso Manrique

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: \_\_\_\_\_

RESOLUTION NO. 2018-50

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
APPROVING TRANSIT RELATED EXPENSEs FOR ADA RELATED  
IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF ORANGE  
COVE AND ADVENTIST HEALTH AND AUTHORIZING INTERIM  
CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, Adventist Health has had a clinic in the City of Orange Cove for many years, assisting the residents with needed health care; and,

WHEREAS, Adventist Health has determined that if there was a proper improvement at the street in front of their facility, then a transit bus could stop and pick up persons who are in need of transportation to and from the clinic, right in front of the clinic; and

WHEREAS, a lot of residents of the City rely on public transportation; and,

WHEREAS, City is available to assist Adventist Health in the construction of the necessary improvements in Park Blvd in front of their facility; and

WHEREAS, it would be in the best interests of the City and its residents for the City to assist with labor and funds for ADA compliant improvements for a bus stop in front of the Adventist Health facility; and

WHEREAS, City and Adventist Health have set forth the mutual understandings in the attached Exhibit "A" which is incorporated herein by this reference as if set forth in full.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE COVE, FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

1. The foregoing recitals, and each of them, are true and correct, and they are each hereby adopted as findings of the City;
2. The attached Exhibit "A", between the City and Adventist Health is in the best interest of the residents of Orange Cove.
3. The Interim City Manager of the City is hereby authorized to execute the same on the behalf of the City.

\* \* \* \* \*

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Orange Cove at a meeting thereof held on the 12<sup>th</sup> day of December, 2018, by the following vote:

AYES:	COUNCILMEMBERS:	
NOES:	COUNCILMEMBERS:	
ABSENT:	COUNCILMEMBERS:	
ABSTAIN:	COUNCILMEMBERS:	None

---

Mayor of the City of Orange Cove

ATTEST:

---


City Clerk of the City of  
Orange Cove





For the Meeting of: December 12, 2018

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Alfonso Manrique, City Engineer   
**Subject:** Amaya Development and 2019 Affordable Housing and Sustainable Communities Grant

**Attachments:** 2019 Affordable Housing and Sustainable Communities Grant Proposed Improvements  
Estimated Capital Construction Costs - Bike Lanes Improvements  
Estimated Capital Construction Costs - Bike and Pedestrian Trail Improvements  
Estimated Capital Construction Costs - Bus Stop Improvements

### **RECOMMENDATION:**

Staff recommends that the City Council approve the continued collaboration between the City Engineer and the Community Development Resource Group in preparing and submitting the 2019 Affordable Housing and Sustainable Communities (AHSC) Program Application.

### **EXECUTIVE SUMMARY:**

AMG & Associates, LLC is proposing to construct an 81-unit affordable housing development in the vacant area south of Park Boulevard, adjacent to the Adventist Health medical office. Staff has been working with the Community Development Resource Group, the developer's consultant, in preparing the 2019 Affordable Housing and Sustainable Communities (AHSC) Program Application. As part of the Application, the City is proposing to construct approximately 3,375 linear feet of new sidewalks, 3 miles of new bike trails, bus shelters and benches at four existing bus stops, and one new bus stop in front of the Adventist Health medical office.

### **BACKGROUND:**

The Affordable Housing and Sustainable Communities (AHSC) Program provides competitive grants and loans to projects that will achieve GHG reductions and benefit disadvantaged communities through the development of affordable housing and related infrastructure, and active transportation and transit improvements located near, connecting to, or including transit stations or stops. The AHSC program encourages partnerships between local municipalities, transit agencies and housing developers in order to achieve integration of affordable housing and transportation projects. The AHSC Program includes two eligible Project Area types as defined below:

1. Transit Oriented Development (TOD) Project Areas, and
2. Integrated Connectivity Project (ICP) Project Areas.

A Transit Oriented Development (TOD) Project Area must demonstrate vehicle miles traveled reduction through fewer or shorter vehicle trips or mode shift to transit use, bicycling or walking by integrating Qualifying High-Quality Transit systems and Key Destinations including residential/mixed-uses, with an emphasis on affordable housing development and Disadvantaged Community benefits within a neighborhood, district or corridor.

AMG & Associates, LLC is proposing to construct an affordable housing project in the vacant area

south of Park Boulevard, adjacent to the Adventist Health medical office. The Amaya Development will consist of an 81-unit complex that will be available to low, moderately-low, and extremely low-income families. AMG & Associates, LLC has retained the Community Development Resource Group to prepare a 2019 AHSC Application to fund the construction of the project. In order to be eligible for AHSC funding, the project must include improvements that will enhance and promote transit accessibility within the neighborhood by providing a variety of supporting infrastructure improvements focused on connecting residents and key neighborhood destinations. Such improvements include active transportation improvements that would encourage walking and biking, safe and accessible street improvements, enhancing the visibility of neighborhood pathways, and improving transit station and express bus stops areas.

Staff have been working with the Community Development Resource Group in preparing the AHSC Application that will be submitted by February 11, 2019. As part of the application, Staff is proposing to construct approximately 3,375 linear feet of new sidewalks with street lights along the Park Boulevard and South Anchor Avenue, and approximately 3 miles of bike trails that will connect the City of Orange Cove's schools (See Attached Figure). In addition to the sidewalk and bike trail improvements, Staff is also proposing to improve four existing bus stops along Park Boulevard by installing bus shelters and benches and constructing a new bus stop in front of the Adventist Health medical office. Staff estimates that the total project cost for these transportation improvements would be approximately \$1,037,700.00 (See Attached Cost Estimates). The City of Orange Cove would be eligible for a 100 percent grant through the AHSC Program, with no match required.

**FISCAL IMPACT:**

There is no fiscal impact associated with the consideration of this item.

**CONFLICT OF INTEREST:**

None.

Prepared by: Angela Hall Approved by: Alfonso Manrique

REVIEW: City Manager:  Finance: \_\_\_\_\_ City Attorney: \_\_\_\_\_

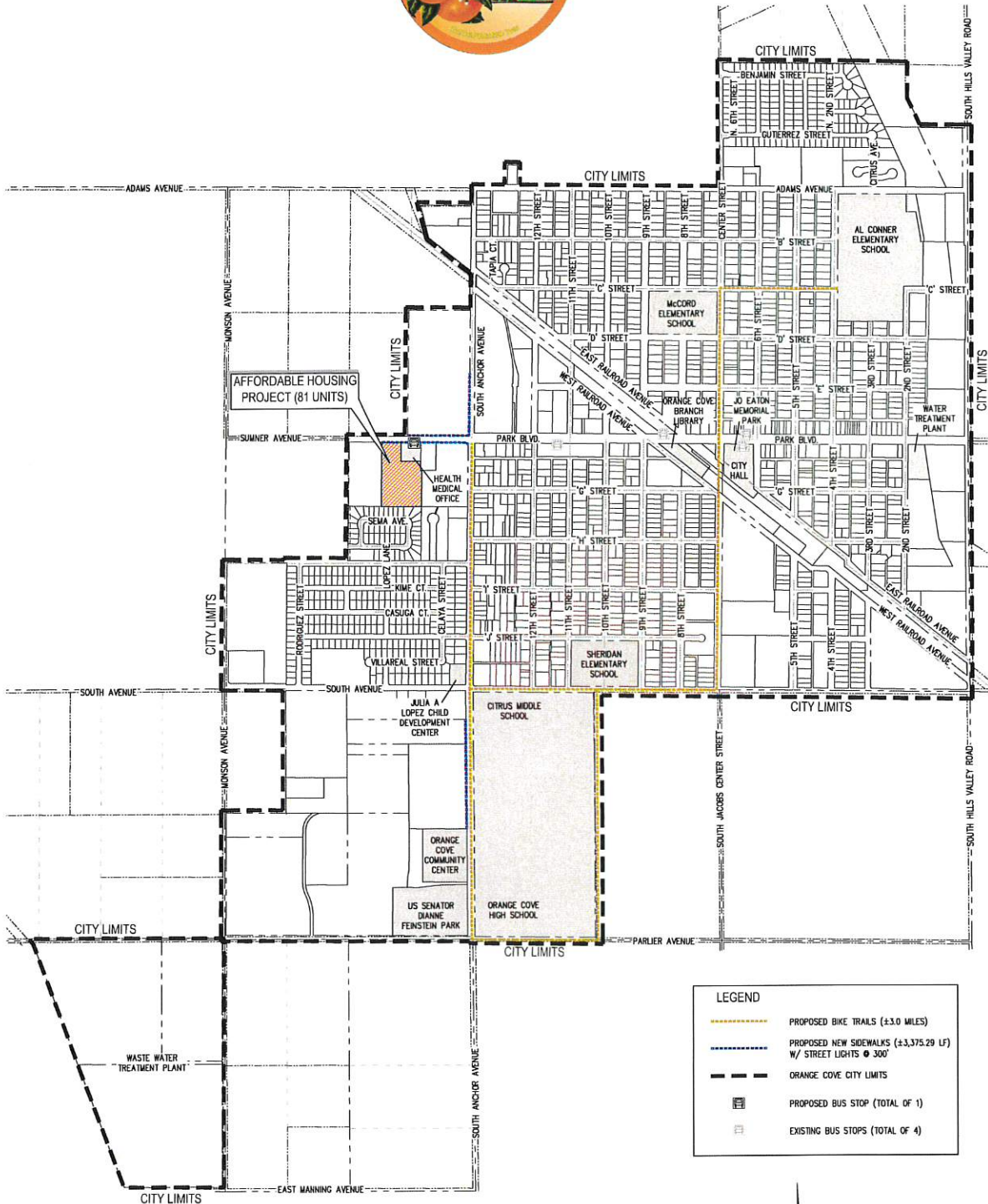
**TYPE OF ITEM:**

**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: \_\_\_\_\_

# CITY OF ORANGE COVE



**CITY OF ORANGE COVE**  
**2019 Affordable Housing Sustainable Communities Program**  
**Estimated Capital Construction Costs - Bike Lanes Improvements**

Item	Description	Est. Quantity	Unit	Unit Price	Cost
1	Mobilization and Demobilization	1	LS	\$5,200	\$5,200
2	Traffic and Dust Control	1	LS	\$6,000	\$6,000
3	Clearing and Grubbing	1	LS	\$4,000	\$4,000
4	Grading and Earthwork	1	LS	\$10,000	\$10,000
5	Hot Mix Asphalt, Type "B"	295	TON	\$120	\$35,400
6	Aggregate Base, Class II	295	TON	\$40	\$11,800
7	AC Dike	1,800	LF	\$10	\$18,000
8	Slurry Seal	25,600	SY	\$3	\$64,000
9	Stripping	1	LS	\$25,000	\$25,000
<b>Subtotal Construction</b>					<b>\$179,400</b>
PA & ED					\$5,400
Design Engineering					\$14,400
Construction Engineering					\$17,900
Contingency					\$26,900
<b>Subtotal Miscellaneous</b>					<b>\$64,600</b>
<b>TOTAL PROJECT COST</b>					<b>\$244,000</b>

**CITY OF ORANGE COVE**  
**2019 Affordable Housing Sustainable Communities Program**  
**Estimated Capital Construction Costs - Bike and Pedestrian Trail Improvements**

Item	Description	Est. Quantity	Unit	Unit Price	Cost
1	Mobilization and Demobilization	1	LS	\$12,300	\$12,300
2	Traffic and Dust Control	1	LS	\$8,000	\$8,000
3	Clearing and Grubbing	1	LS	\$10,000	\$10,000
4	Grading and Earthwork	1	LS	\$14,000	\$14,000
5	Hot Mix Asphalt, Type "B"	355	TON	\$120	\$42,600
6	Aggregate Base, Class II	710	TON	\$40	\$28,400
7	Concrete Sidewalk	400	SF	\$10	\$4,000
8	Bollard Light	27	EA	\$600	\$16,200
9	Bench	4	EA	\$1,600	\$6,400
10	Drinking Fountain	2	EA	\$5,000	\$10,000
11	Trash Receptacle	2	EA	\$4,800	\$9,600
12	Bike Station	2	EA	\$900	\$1,800
13	Tree	60	EA	\$300	\$18,000
14	Chain Link Fence	3,300	LF	\$45	\$148,500
15	Mulching	55,500	SF	\$1	\$77,700
16	Irrigation	2,500	LF	\$10	\$25,000
<b>Subtotal Construction</b>					<b>\$432,500</b>
17	ROW Acquisition	36,000	SF	\$1.00	\$36,000
<b>Subtotal Right of Way</b>					<b>\$36,000</b>
<b>PA &amp; ED</b>					<b>\$12,800</b>
Design Engineering					\$34,200
Construction Engineering					\$42,800
Contingency					\$64,200
<b>Subtotal Miscellaneous</b>					<b>\$154,000</b>
<b>TOTAL PROJECT COST</b>					<b>\$622,500</b>

**CITY OF ORANGE COVE**  
**2019 Affordable Housing Sustainable Communities Program**  
**Estimated Capital Construction Costs - Bus Stop Improvements**

Item	Description	Est. Quantity	Unit	Unit Price	Cost
1	Mobilization and Demobilization	1	LS	\$7,500	\$7,500
2	Traffic and Dust Control	1	LS	\$4,000	\$4,000
3	Clearing and Grubbing	1	LS	\$3,000	\$3,000
4	Grading and Earthwork	1	LS	\$8,000	\$8,000
5	Aggregate Base	350	TON	\$50	\$17,500
6	Asphalt Concrete	120	TON	\$90	\$10,800
7	Bus Stop Shelter	5	EA	\$10,000	\$50,000
8	Bus Stop Bench	5	EA	\$5,000	\$25,000
<b>Subtotal Construction</b>					<b>\$125,800</b>
PA & ED					\$3,800
Design Engineering					\$10,100
Construction Engineering					\$12,600
Contingency					\$18,900
<b>Subtotal Miscellaneous</b>					<b>\$45,400</b>
<b>TOTAL PROJECT COST</b>					<b>\$171,200</b>





**Date:** December 12, 2018  
**To:** Mayor and City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Approval of Agreement with Fresno County Superior Court for Court Services in the City of Orange Cove.  
**Attachments:** Agreement

**BACKGROUND:**

Traffic Remote Proceedings (RVP), which is in essence Skype via large screen TV's, provides residents with an opportunity to have their traffic cases heard by remote proceedings with a remote location held somewhere in the City of Orange Cove. The Court understands that transportation can be a hardship for people residing in rural areas. Along with the travel to downtown Fresno and the long lines at the Traffic Courthouse, the current process is often an all-day event.

This is a voluntary option. Residents still have the opportunity to appear at the Traffic courthouse in Downtown Fresno if they choose.

The following can be accomplished at the remote site:

1. Plead guilty or no contest, ask the judicial officer for a bail reduction and/or installment plan to pay the bail/fine;
2. Plead not guilty and set up a court trial. This allows individuals to contest the citation. Note: The police officer is present at the court trial and may appear at the remote site or at the traffic courthouse;
3. An interpreter will be provided by using Video Remote Proceedings (VRI), if needed.

Traffic remote proceedings are currently in Coalinga and Mendota. While the primary function is for court proceeding, Fresno County Superior Court is also interested in expanding the program to allow participants at the remote site to be able to ask Court staff questions through a computer with webcam, on how to obtain an extension to pay their bail/fine, attend traffic school and many more options available to them.

There is also the possibility of providing self-help services for family law matters, such as assistance with preparing restraining orders, divorce papers, and other self-help services in small claims and eviction proceedings. Fresno County Superior Court is still working on this project and hopes to provide these services in the future.

**City Responsibility/Cost**

1. The City of Orange Cove will staff the remote site one (1) day per week for four (4) hours. A sample of responsibilities include but are not limited to:

- a. Test and turn on equipment before proceedings begin and turn off equipment after they have concluded.
- b. Obtain information from persons wanting to proceed through RVP. The Court will provide a check in log with necessary information.
- c. Distribute consent forms and ensure all documentation is signed and faxed to Court staff before proceedings begin.
- d. Communicate with Court Staff and follow directions as given.

Note: The Court will provide all training, written procedures/protocol, and contact information for City staff assigned to RVP.

2. As previously mentioned, the facility/site location must be able to accommodate proceedings one (1) day per week, four (4) hours per session. Changes and/or increased sessions are subject to written mutual agreement. In addition, the following items are needed to be successful:
  - a. Space needs to accommodate 24 chairs, 2 tables, 1 podium and 2 microphones.
  - b. An analog conference phone and two analog Telco (POTS) lines. It is acceptable for the two lines to be provided via VoIP ATA, VoIP VG, PBX or CENTREX as long as both lines have a direct inward dial (DID) number and supports fax transmissions.
  - c. Internet connectivity with enough guaranteed available bandwidth to support the videoconferencing service. Wired or wireless (Wi-Fi) connectivity is acceptable.
  - d. Onsite technology support for immediate troubleshooting on court days.
  - e. Maintaining, the following necessary RVP equipment:
    1. A wall-mounted television monitor up to 70" in size as appropriate for the size of the RVP room;
    2. A compact camera; a computer terminal and monitor dedicated to the RVP feed;
    3. A multi-functional device (printer, scanner and fax) to support courtroom operations; and all necessary cables and adapters for the equipment.

Note: Court shall provide offsite technical support to trouble shoot problems on court days.

#### **FISCAL IMPACT**

**Grant Funded Possibilities** Lastly, there may be possibilities of grant monies to assist in paying for staffing as we move forward; however, that is to be determined at a future date.

#### **RECOMMENDATION**

That the City Council approve the attached agreement with Fresno County Superior Court to provide Court Services in the City of Orange Cove.



Prepared by: Rudy Hernandez 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: \_\_\_\_\_

AGREEMENT NUMBER  
**10-2018-OCOV-0**



1. In this agreement (the "Agreement"), the term "Contractor" refers to **City of Orange Cove**, and the term "Court" refers to the **Superior Court of California, County of Fresno**.
2. This Agreement becomes effective as of **February 1, 2019**, (the "Effective Date") and expires on **February 28, 2024**.
3. The maximum amount that the Court may pay Contractor under this Agreement is **not applicable** (the "Maximum Amount").
4. This Agreement incorporates and the parties agree to the attached provisions labeled "Attachment A - Scope of Work" and "Attachment B—Agreement Terms." This Agreement represents the parties' entire understanding regarding its subject matter.
5. Contractor will perform the following services (the "Services"), and deliver the following work product (the "Work Product"):

**Services:**

Description of Services	<b>Contractor will provide location, physical materials, and electronic equipment per the Scope of Work (Attachment A) for the provision of Remote Video Proceedings for Fresno county residents living outside Fresno city limits.</b>
Completion Date	<b>February 28, 2024. Agreement may be terminated earlier, by either party, pursuant to paragraph H, below.</b>

**Work Product: none.**

6. The Court's project manager is: **Mary Calderon**, Director of Court Operations.
7. The Court will pay Contractor as follows: No payment will exchange hands pursuant to this Agreement. Each party will work in cooperation and conjunction with the other for the benefit of Fresno county residents with these court use needs.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
<b>Superior Court of California, County of Fresno</b>	CONTRACTOR'S NAME (If Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>City of Orange Cove</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Sheran L. Morton, Court Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Rudy Hernandez, Interim City Manager</b>
DATE EXECUTED	DATE EXECUTED
ADDRESS <b>Accounts Payable 1100 Van Ness Avenue Fresno CA 93724-0002</b>	ADDRESS <b>City of Orange Cove 633 6<sup>th</sup> Street Orange Cove, CA 93646</b>

## **ATTACHMENT A SCOPE OF WORK**

### **I. OBLIGATIONS**

#### **Contractor**

1. Contractor shall provide the RVP space, 24 chairs, tables, podiums and microphones at no cost to Court.
2. Contractor shall provide an analog conference phone and two analog Telco (POTS) lines. It is acceptable for the two lines to be provided via VoIP ATA, VoIP VG, PBX or CENTREX as long as both lines have a direct inward dial (DID) number and support fax transmissions.
3. Contractor shall provide Internet connectivity with enough guaranteed available bandwidth to support the videoconferencing service. Wired or wireless (Wi-Fi) connectivity is acceptable.
4. Contractor shall provide, at no cost, onsite technology support for immediate troubleshooting on court days.
5. Contractor shall be responsible for maintaining, the following necessary RVP equipment: a wall-mounted television monitor up to 70" in size as appropriate for the size of the RVP room; a compact camera; a computer terminal and monitor dedicated to the RVP feed; a multi-functional device (printer, scanner and fax) to support courtroom operations; and all necessary cables and adapters for the equipment.
6. Service will be provided one day per week initially (4 hours), with changes to increase days by mutual written agreement.

#### **Court**

1. Court shall provide training to Contractor staff (City Employee) on operating the RVP equipment and support duties on court days.
2. Court shall provide offsite technical support to trouble shoot problems on court days.

## **ATTACHMENT B**

### **AGREEMENT TERMS**

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services.
- B. ACCEPTANCE.** All Services are subject to written acceptance by both parties.
- C. INVOICES AND PAYMENT.** There will be no exchange of monies; each party performs for the benefit of Fresno county residents.
- D. WARRANTIES.** Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations.
- E. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court's authorized representative.
- F. AUDIT RIGHTS.** Contractor agrees to maintain records relating to performance by Contractor under this Agreement for a period of four years after contract ends. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the State Auditor, or their representatives during normal business hours for inspection and copying.
- G. INDEMNITY.** EACH PARTY HERETO (HEREAFTER, "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS AGAINST ANY LOSS, COST, DAMAGE, EXPENSE, CLAIM, SUIT, DEMAND, OR LIABILITY OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, ARISING FROM OR RELATING TO ANY NEGLIGENT OR WRONGFUL ACT OR OMISSION OF THE INDEMNIFYING PARTY, ITS OFFICERS, AGENTS OR EMPLOYEES, WHICH OCCURS IN THE PERFORMANCE OF, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, BUT ONLY IN PROPORTION TO AND TO THE EXTENT SUCH LOSS, COST, DAMAGE, EXPENSE, CLAIM, SUIT, DEMAND, OR LIABILITY OF ANY KIND OR CHARACTER, INCLUDING REASONABLE ATTORNEY FEES, IS CAUSED BY OR RESULTS FROM THE NEGLIGENT OR WRONGFUL ACT OR OMISSION OF THE INDEMNIFYING PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES.
- H. TERMINATION.** Either party may terminate all or part of this Agreement for convenience at any time by giving 30 days' written notice to the other party.
- I. INSURANCE.** Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.
- J. REPRESENTATIONS.** Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful

harassment from occurring; (v) no more than one, final un–appealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two–year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final service date. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

**K. MISCELLANEOUS.** Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in Fresno County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, or the Services without first obtaining the Court's prior written approval, which may be denied for any or no reason.

**L. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same Agreement.



**To:** Mayor and City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Review and Approve Budget Calendar For Fiscal Year 2019-20 Budget.  
**Attachments:** Proposed Fiscal Year 2019-20 Budget Calendar

**BACKGROUND:**

Attached is the proposed budget calendar for the preparation of the FY 2019/20 budget. In reviewing the budget calendar, please note that the budget workshops are scheduled for the week of 05/13/2019 – 05/17/2019 and is designed to allow the City Council the flexibility to select what date(s) it wishes to conduct the budget workshop(s). It is important that we stick to the schedule to encourage public participation in the process.

**RECOMMENDATION:**

Staff recommends that the City Council approve the budget calendar for the FY 2019-20 budget.

**EXECUTIVE SUMMARY:**

A budget calendar is a schedule of activities that must be completed to create and develop a budget. Budget planning calendars are necessary for the creation of budgets used by government agencies.

Prepared by:

*Rudy Hernandez*

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

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

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

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

**TYPE OF ITEM:**

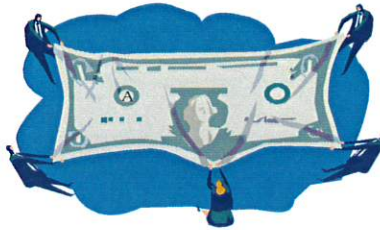
☐ Consent  
☐ Info Item  
☒ Action Item  
☐ Department Report  
☐ Redevelopment Agency

**COUNCIL ACTION: APPROVED DENIED NO ACTION**

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



**City of Orange Cove**  
**PROPOSED BUDGET CALENDAR**  
**FY 2019-20**



Action	Date
✓ Budget Worksheets, Instructions, and Guidelines Distributed to Departments.	02/04/2019
✓ City Staff and City Council conduct Goal Setting Session for Preparation of FY 2019-20 Budget	02/12/2019
✓ Budget Worksheets Due to Finance.	03/29/2019
✓ City Manager reviews budget requests with Finance Director and Department Heads and Prepares Annual Budget	04/01/2019 - 04/30/2019
✓ City Manager submits proposed budget to City Council	05/08/2019
✓ City Staff and City Council conduct Budget Workshops	05/13/2019 – 05/17/2019
✓ City Council Holds Public Hearing and Adopts Final FY 2019-20 budget	06/12/2019





**To:** Mayor and City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Approval of Debit/Credit Card Services for City Of Orange Cove Residents.  
**Attachments:** Safe-T-Security Solutions brochure.

**BACKGROUND:**

At the City Council meeting of November 19, 2018, staff presented to Council a report on the acceptance of Debit/Credit Cards for the residents of the City of Orange Cove. These type of transactions would include utility bills, business licenses, contractor payments such as building permits and developer fees, and other bill paying transactions.

The type of credit cards that would be accepted are Visa, Master Card, American Express, Discover and other credit cards.

**Transaction Costs:**

- a. Debit Card - \$.45 per transaction
- b. Credit Card - 1.6% to 2.3% per transaction
- c. For Example, for a \$100 payment the cost would be as follows:  
 $\$100 \times 1.6\% = \$1.60$   
 $\$100 \times 2.3\% = \$2.30$

Master Card and Visa companies set the rates. The City may charge the customer a convenience fee for the cost of the transaction.

**Advantages:**

- 1. It would improve our cash flow which may lower our monthly bank service charges.
- 2. Increase our interest income due to a higher cash balance
- 3. Customer Convenience. It would allow our residents to pay with credit card.

**Risk Factors:**

During last month's City Council meeting, the City Council requested staff to look into the risk factors involved in accepting credit cards. According to Kurt Hirschler from Union bank, here how the Credit Card Company addresses Fraud:

"We encrypt all cards and the information (card numbers) stays encrypted throughout the entire transaction which makes it impossible for the data to be intercepted. If it is the hacker would only get an encrypted number". According to Kurt Hirschler, there has never been a data breach. For your information, attached is Safe-T Security Solutions brochure.



### **Implementation of Debit/Credit Card program:**

During last month's City Council meeting, a question was asked why wasn't the Debit/Credit card Program implemented earlier. Per my discussion with a long-time finance department employee, the reason has to do with consumer paying habits. For example, as recent as 10 years ago, I mainly paid all my bills with checks and wrote checks at the grocery store. On an average, I wrote about 40 checks a month for bills and grocery bills, etc. Today, I write less than 5 checks a month. All my bills, groceries, fast foods, etc. are paid with a debit/credit card. Our recommendation to implement the debit/credit card program is to address the current consumer bill paying habits.

### **FISCAL IMPACT:**

Terminal fee will cost \$299. Union bank will waive the set-up fee. I would like to at some time address charging a convenience fee to recover our transaction cost.

### **RECOMMENDATION:**

Staff recommends that the City Council approve the Debit/Credit Card Services Program. If approved by the City Council, the Debit/Credit Card Service Program will take effect on Monday January 7, 2019.

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

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

REVIEW: City Manager: AS

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

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**From:** Hirschler, Kurt <Kurt.Hirschler@elavon.com>  
**Sent:** Wednesday, November 28, 2018 12:19 PM  
**To:** Rudy Hernandez  
**Subject:** FW: safe t flyer for security  
**Attachments:** SAFE-T FLYER.pdf; Safe-T.pdf; Elavon Helps Protect Businesses and Cardholders from Fraud, Outpaces Industry Average for EMV Adoption Business Wire - Copy.mht

Hi

Here is some information on our security infrastructure.

We encrypt all cards and the information ( card number) stays encrypted throughout the entire transaction which makes it impossible for the data to be intercepted. If it is the hacker would only get an encrypted number.

This is called "end to end" encryption.

The last attachment is something we use to address questions like the one your board has. I also have a 400 page document that has very detailed information about how we protect our clients but I figure that you probably don't want to look at something that large.

Lastly Elavon has never had a data breach. We do business all over the world and have large customers like major airlines who require their vendors to have top of the line security. All of our customers benefit from this infrastructure.

I hope that this addresses your question correctly.

Thank you  
Kurt Hirschler

Customer Service (Existing Accounts)/Billing Inquiries, PCI or Questions 800-773-7450  
Help Desk/ Software Support, Activation Training 866-451-4007



The information contained in this e-mail and in any attachments is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. This message has been scanned for known computer viruses.



## Five ways to protect your business and shield your card data from fraud.

1. Protect Against Hackers
2. Protect Against Bad Credit Cards<sup>1</sup>
3. Protect Against Risks of a Card Data Breach
4. Reduced PCI Self Assessment Questionnaire (SAQ)
5. Financial Reimbursements if Breached<sup>2</sup>

Similar to the various insurance policies you already hold to protect your business from risk, it makes good common sense to take the same proactive approach to protecting your business from the risk of a card data breach.

For under \$1 a day, you can protect your business brand and your reputation:

- Provides layered security technology
- Choose plans from \$100k or \$250k data breach reimbursement
- Easy PCI-DSS compliance – reduce your self-assessment questionnaire by more than 60%!



**NOTHING TO FIND,  
NOTHING TO STEAL™**

Safe-T Security Solutions

## EMV & Safe-T: Armor For Business

Shield your data from fraud



Contact your Payment Solutions Consultant or Banker for more information on how to protect your business.

ELV-SOL-1625-US-Mar-16





## Can your business afford a breach?

The forecasted average loss for a breach is between \$52,000 and \$87,000.<sup>3</sup>

Protecting your business brand and reputation are critical – they are your most valuable assets. Business owners understand the importance of protecting their physical business from fire and theft – but what about from a card data breach?

Let's face it, you work hard to attract and retain customers and you know it is important to provide a safe, positive experience for your customers.

### Did you know that?

- > 12% of consumers will stay away at a breached business<sup>4</sup>
- > 36% will shop less often at a breached business<sup>4</sup>
- > 26% will spend less at a breach business<sup>4</sup>
- > Small merchants account for 94% of the largest number of known breach events in 2015<sup>4</sup>

<sup>3</sup>Source: Interaction Marketing Retail Perceptions Report "Retail's Reality: Shopping Behavior After Security Breaches" July 2014

<sup>4</sup>Hui S. S. and C. (October 2015) Data Security Basics for Small Merchants. Retrieved from: <https://usa.visa.com/dam/VCOM/download/merchants/webinar-data-security-basics.pdf>

## Your business is your livelihood, shouldn't you protect it from hackers?

### Introducing Safe-T...

Safe-T bundles all of the critical security technologies your business needs into an easy to implement, affordably priced solution. You benefit from the powerful combination of encryption, tokenization and EMV plus PCI coverage with the confidence and familiarity of a payment terminal. Safe-T protects cardholder data at every point:

- The transaction is encrypted at the first point of interaction
- Cardholder data is protected from point-to-point as it travels through the authorization process
- A random token ID is issued by Elavon and is sent back to your business which eliminates the need to store any sensitive cardholder data

So in the event a data breach does occur, your business is protected, since there's Nothing to Find, Nothing to Steal™

> **In 60% of breach cases, attackers are able to compromise an organization within minutes.<sup>5</sup>**

<sup>5</sup> 2015 Verizon DBIR

### 8 impacts to your business due to a card data breach, according to the PCI Security Standards Council:

1. Loss of your customer's confidence
2. Diminished sales
3. Fraud losses
4. Higher subsequent costs of compliance
5. Legal costs, settlements and judgments
6. Fines and penalties
7. Termination of ability to accept payment cards
8. Going out of business





**Date:** December 12, 2018  
**To:** Mayor and City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Update on Financial Issues  
**Attachments:** None.

**BACKGROUND:**

**Listed below are financial projects in process or will be starting soon:**

- Monthly Revenue/Expenditure Reports for Department Managers/City Council.
- Update Purchasing Policy
- Prepare/Update Master Fee Schedule
- Submit monthly check registers beginning with January 9, 2019 City Council meeting
- Start work on Sustainability plans for General and Enterprise Funds (Water & Wastewater Funds).
- Wrap up FY 2017-18 annual Audit
- Purchase and financing of Street Sweeper (Not in budget, part of SB1 funding)
- Purchase and financing of Generator

**RECOMMENDATION:**

For Information Only.

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

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

REVIEW: City Manager:   *RH*  

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: \_\_\_\_\_



REPORT.: Dec 03 18 Monday  
RUN....: Dec 03 18 Time: 15:29  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81203 - 15:29

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

ATTN: REMITTANCE PROCESSING  
1932 WYNNFON ROAD  
INVOICE-TYPE DESCRIPTION

\*\*\* VENDOR.: AFLAC (AFLAC )

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
239767 EMPLOYEE INSURANCE	11-18	11/20/18 N N N	A-NET30 FORM INVOICE	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	EMPLOYEE INSURANCE	51 4100 300	1	4.64	4.64
0002	EMPLOYEE INSURANCE	51 4100 432	1	33.89	33.89
0003	EMPLOYEE INSURANCE	51 4100 911	1	199.06	199.06
0004	EMPLOYEE INSURANCE	27 4100	1	33.38	33.38
0005	EMPLOYEE INSURANCE	52 4100	1	3.61	3.61
0006	EMPLOYEE INSURANCE	56 4100	1	114.38	114.38
0007	EMPLOYEE INSURANCE	55 4100	1	57.26	57.26
0008	EMPLOYEE INSURANCE	28 4100	1	41.13	41.13
0009	EMPLOYEE INSURANCE	61 4100	1	48.20	48.20
0010	EMPLOYEE INSURANCE	85 4100 320	1	10.83	10.83

Invoice Extension ----> 546.38

Vendor Total -----> 546.38

\*\*\* VENDOR.: BSK01 (BSK ASSOCIATES)

550 W. LOCUST AVENUE  
INVOICE-TYPE DESCRIPTION

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
A831629 LAB TESTING	11-18	10/23/18 N N N	A-NET30 FORM INVOICE	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	LAB TESTING	55 5050	1	155.00	155.00

Invoice Extension ----> 155.00

Vendor Total -----> 155.00

\*\*\* VENDOR.: CAR02 (CARTOZIAN'S AIR CONDITION)

1630 E. MANNING AVE #133

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
15792 AC SERVICE	11-18	10/19/18 N N N	A-NET30 FORM INVOICE	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	AC SERVICE	51 5450 550	1	2000.00	2000.00

Invoice Extension ----> 2000.00

Vendor Total -----> 2000.00

\*\*\* VENDOR.: CAS22 (JANETH REYNOSA CASILLAS)

239 N. 4TH ST

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11/15/18 FIXTURE REBATE PORJECT BP18-0242	11-18	11/15/18 N N N	-Unknown Discount Trm	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIXTURE REBATE PORJECT BP18-0242	137 5500	1	1199.50	1199.50

Invoice Extension ----> 1199.50

Vendor Total -----> 1199.50

\*\*\* VENDOR.: CWS01 (CORBIN WILLITS SYSTEM)

3755 WASHINGTON BLVD  
SUITE #204

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
000881031 BANK REC FOR MAY, JUNE, JULY 2018	11-18	10/31/18 N N N	A-NET30 FORM INVOICE	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	BANK REC FOR MAY, JUNE, JULY 2018	51 5050 300	1	1300.00	1300.00

Invoice Extension ----> 1300.00

REPORT.: Dec 03 18 Monday  
RUN....: Dec 03 18 Time: 15:29  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81203 - 15:29

PAGE: 002  
ID #: PY-IP  
CTL.: ORA

3755 WASHINGTON BLVD  
SUITE #204  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

\*\*\* VENDOR.: CWS01 (CORBIN WILLITS SYSTEM)

Vendor Total -----> 1300.00

1275 PARK BLVD.  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

45646 WILMAR 33PC BIT SET 11-18 10/01/18 N N N A-NET30 FORM INVOICE 51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WILMAR 33PC BIT SET	51 5050 432	1	7.55	7.55

Invoice Extension ----> 7.55

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

45721 PRIME DEP COOL 11-18 10/19/18 N N N A-NET30 FORM INVOICE 51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PRIME DEP COOL	51 5050 432	1	22.61	22.61

Invoice Extension ----> 22.61

Vendor Total -----> 30.16

1241 PARK BLVD  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

11/07/18 UTILITIES 11-18 11/07/18 N N N A-NET30 FORM INVOICE 51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	UTILITIES	53 5300	1	23.30	23.30

Invoice Extension ----> 23.30

Vendor Total -----> 23.30

PO BOX 41602  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

61294941 COPIER LEASE 11-18 11/10/18 N N N -Unknown Discount Trm 51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	COPIER LEASE	51 5050 211	1	635.59	635.59
0002	COPIER LEASE	51 5050 300	1	310.04	310.04
0003	COPIER LEASE	51 5050 390	1	310.04	310.04
0004	COPIER LEASE	51 5050 432	1	361.71	361.71
0005	COPIER LEASE	51 5050 550	1	271.29	271.29
0006	COPIER LEASE	51 5050 579	1	38.75	38.75
0007	COPIER LEASE	51 5050 911	1	813.86	813.86
0008	COPIER LEASE	27 5050	1	13.56	13.56
0009	COPIER LEASE	28 5050	1	13.56	13.56
0010	COPIER LEASE	52 5050	1	13.56	13.56
0011	COPIER LEASE	55 5050	1	481.86	481.86
0012	COPIER LEASE	56 5050	1	52.32	52.32
0013	COPIER LEASE	61 5050	1	481.86	481.86
0014	COPIER LEASE	51 5050 211	1	30.27	30.27
0015	COPIER LEASE	51 5050 300	1	14.76	14.76
0016	COPIER LEASE	51 5050 390	1	14.76	14.76
0017	COPIER LEASE	51 5050 432	1	17.22	17.22
0018	COPIER LEASE	51 5050 550	1	12.92	12.92
0019	COPIER LEASE	51 5050 579	1	1.84	1.84
0020	COPIER LEASE	51 5050 911	1	38.76	38.76
0021	COPIER LEASE	27 5050	1	.65	.65
0022	COPIER LEASE	28 5050	1	.65	.65
0023	COPIER LEASE	52 5050	1	.65	.65
0024	COPIER LEASE	55 5050	1	22.95	22.95
0025	COPIER LEASE	56 5050	1	2.49	2.49
0026	COPIER LEASE	61 5050	1	22.95	22.95
0027	COPIER LEASE	51 5050 300	1	9.22	9.22

Invoice Extension ----> 3988.09

REPORT.: Dec 03 18 Monday  
RUN....: Dec 03 18 Time: 15:29  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81203 - 15:29

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

PO BOX 41602

\*\*\* VENDOR.: DLL01 (DE LAGE LANDEN PUBLIC FINANCE)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
Vendor Total ----->				3988.09

ENVIRONMENTAL HEALTH DIVISION  
P.O. BOX 11800

\*\*\* VENDOR.: DOPH2 (DEPARTMENT OF PUBLIC HEALTH)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
IN0240111 MV FUEL /OIL/PROPANE ONLY IN AUG, STATE CUPA	11-18	10/01/18 N N N	-Unknown Discount Trm	51 2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001 MV FUEL /OIL/PROPANE ONLY IN AUG, STATE CUPA	51 5050 911	1	129.00	129.00
Invoice Extension ---->				129.00
Vendor Total ----->				129.00

P.O. BOX 1788

\*\*\* VENDOR.: FCS01 (FRESNO COUNTY TREASURER)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
SO16049 DISPATCHING SERVICES-NOVEMBER 2018 RMS/JMS/CAD	11-18	11/01/18 N N N	A-NET30 FORM INVOICE	51 2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001 DISPATCHING SERVICES-NOVEMBER 2018 RMS/JMS/CAD	136 5500	1	11625.37	11625.37
Invoice Extension ---->				11625.37
Vendor Total ----->				11625.37

P.O BOX 847348

\*\*\* VENDOR.: FGS01 (FRUIT GROWERS SUPPLY CO)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
92003258 SHOVEL SCOOP ALUM 48" CORONA	11-18	10/23/18 N N N	A-NET30 FORM INVOICE	51 2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001 SHOVEL SCOOP ALUM 48" CORONA	51 5050 432	1	20.46	20.46
Invoice Extension ---->				20.46

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
92003525 TRAP MOUSE STICKEM, TRAP RAT STICKEM	11-18	10/24/18 N N N	A-NET30 FORM INVOICE	51 2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001 TRAP MOUSE STICKEM, TRAP RAT STICKEM	51 5050 432	1	38.62	38.62
Invoice Extension ---->				38.62

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
92003714 PEST HYDRATED LIME 5LB	11-18	10/25/18 N N N	A-NET30 FORM INVOICE	51 2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001 PEST HYDRATED LIME 5LB	51 5050 432	1	32.71	32.71
Invoice Extension ---->				32.71
Vendor Total ----->				91.79

ATTN: JACOB VILLAGOMEZ  
P.O. BOX 1552

\*\*\* VENDOR.: FIV01 (FIVE CITIES EDA)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11/19/18 FIVE CITIES EDA Q2 OCTOBER-DECEMBER	11-18	11/19/18 N N N	-Unknown Discount Trm	51 2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount



REPORT.: Dec 03 18 Monday  
 RUN....: Dec 03 18 Time: 15:29  
 Run By.: Veronica Nava

CITY OF ORANGE COVE  
 Invoice/Pre-Paid Check Audit Trail  
 Batch B81203 - 15:29

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

ATTN: JACOB VILLAGOMEZ  
 P.O. BOX 1552

\*\*\* VENDOR.: FIV01 (FIVE CITIES EDA)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIVE CITIES EDA Q2 OCTOBER-DECEMBER	51 5650 211	1	937.95	937.95
	Invoice Extension ---->				937.95
	Vendor Total ----->				937.95

PO BOX 740407

\*\*\* VENDOR.: FRON1 (FRONTIER)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11/07/18	COMMUNICATION	11-18	11/07/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	COMMUNICATION	51 5250 911	1	74.36	74.36
	Invoice Extension ---->				74.36
	Vendor Total ----->				74.36

333 UNIVERSITY AVENUE STE#160

\*\*\* VENDOR.: GCG01 (GOODWIN CONSULTING GROUP, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
9791	PROJECT: ORANGE COVE PARCEL TAX ANNUAL TAX ADMIN.	11-18	11/05/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PROJECT: ORANGE COVE PARCEL TAX ANNUAL TAX ADMIN.	136 5500	1	2500.00	2500.00
	Invoice Extension ---->				2500.00
	Vendor Total ----->				2500.00

4800 EAST LINCOLN AVENUE

\*\*\* VENDOR.: HWS01 (HEALTHWISE SERVICES, LLC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
175.00	KIOSK MEDICAL WASTE SERVICE RM	11-18	10/31/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	KIOSK MEDICAL WASTE SERVICE RM	51 5500 911	1	175.00	175.00
	Invoice Extension ---->				175.00
	Vendor Total ----->				175.00

410 PARK BLVD

\*\*\* VENDOR.: OCL02 (ORANGE COVE LIQUOR)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11954	GASOLINE	11-18	11/09/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	GASOLINE	51 5760 211	1	25.76	25.76
	Invoice Extension ---->				25.76

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11/8/2018	GASOLINE (10/01/2018-10/31/2018)	11-18	11/08/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	GASOLINE (10/1/18 - 10/31/18)	51 5760 911	1	3628.49	3628.49
	Invoice Extension ---->				3628.49

REPORT.: Dec 03 18 Monday  
RUN....: Dec 03 18 Time: 15:29  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81203 - 15:29

PAGE: 005  
ID #: PY-IP  
CTL.: ORA

410 PARK BLVD \*\*\* VENDOR.: OCL02 (ORANGE COVE LIQUOR)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
Vendor Total ----->					3654.25

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
22445	SET BRAKES / FRONT ROTOR UNIT 15-02	11-18	11/05/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SET BRAKES / FRONT ROTOR UNIT 15-02	51 5750 911	1	440.00	440.00
Invoice Extension ---->					440.00
Vendor Total ----->					440.00

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11/15/18	UTILITIES #7274346401-7	11-18	11/15/18 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	3834.34	3834.34
Invoice Extension ---->					3834.34
Vendor Total ----->					3834.34

2818 E. HAMILTON AVE \*\*\* VENDOR.: PRO21 (PROFESSIONAL PRINT & MAIL, INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
96057	NOVEMBER 2018 MONTHLY UTILITY BILLS, DATA PROCES.	11-18	11/19/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	NOVEMBER 2018 MONTHLY UTILITY BILLS, DATA PROCES.	51 5050 300	1	60.92	60.92
0002	NOVEMBER 2018 MONTHLY UTILITY BILLS, DATA PROCES.	61 5050	1	274.13	274.13
0003	NOVEMBER 2018 MONTHLY UTILITY BILLS, DATA PROCES.	55 5050	1	274.12	274.12
Invoice Extension ---->					609.17
Vendor Total ----->					609.17

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
2365279	COPY PAPER, BATTERY AA 8PK	11-18	10/30/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	COPY PAPER, BATTERY AA 8PK	51 5050 911	1	107.29	107.29
Invoice Extension ---->					107.29

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
2544940	18IN 2DR SHORT SS HD BK	11-18	11/07/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	18IN 2DR SHORT SS HD BK	51 5050 911	1	107.96	107.96
Invoice Extension ---->					107.96
Vendor Total ----->					215.25

REPORT.: Dec 03 18 Monday  
RUN...: Dec 03 18 Time: 15:29  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81203 - 15:29

PAGE: 006  
ID #: PY-IP  
CTL.: ORA

13069 QUINTO CT

\*\*\* VENDOR.: SAN15 (CRYSTALLY SANCHEZ)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11/17/18	REFUND DEPOSIT EVENT 11/17/18	11-18	11/17/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	REFUND DEPOSIT EVENT 11/17/18	51 3420 005	1	350.00	350.00
Invoice Extension ---->					350.00
Vendor Total ----->					350.00

PO BOX 101007

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
812596092	SHREDDING SERVICE	11-18	11/07/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SHREDDING SERVICE	51 5500 432	1	40.00	40.00
Invoice Extension ---->					40.00
Vendor Total ----->					40.00

3167 CORPORATE PLACE

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
IN1541707	FOLDER, HANG 1/5 CUT, LTR25	11-18	11/16/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FOLDER, HANG 1/5 CUT, LTR25	51 5050 390	1	332.06	332.06
Invoice Extension ---->					332.06

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
IN1541721	FOLDER, MLA, 2FSTNR, LTR	11-18	11/16/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FOLDER, MLA, 2FSTNR, LTR	51 5050 390	1	110.13	110.13
Invoice Extension ---->					110.13
Vendor Total ----->					442.19

55 SHAW AVE #024

\*\*\* VENDOR.: UNITY (UNITY IT)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
MSP-23573	AGREEMENT ENCOMPASS MANAGEMENT NETWORK DEVICE	11-18	10/19/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	AGREEMENT ENCOMPASS MANAGEMENT NETWORK DEVICE	51 5050 300	1	503.55	503.55
0002	AGREEMENT ENCOMPASS MANAGEMENT NETWORK DEVICE	27 5050	1	125.89	125.89
0003	AGREEMENT ENCOMPASS MANAGEMENT NETWORK DEVICE	52 5050	1	125.89	125.89
0004	AGREEMENT ENCOMPASS MANAGEMENT NETWORK DEVICE	56 5050	1	125.89	125.89
0005	AGREEMENT ENCOMPASS MANAGEMENT NETWORK DEVICE	55 5050	1	755.33	755.33
0006	AGREEMENT ENCOMPASS MANAGEMENT NETWORK DEVICE	28 5050	1	125.89	125.89
0007	AGREEMENT ENCOMPASS MANAGEMENT NETWORK DEVICE	61 5050	1	755.32	755.32
Invoice Extension ---->					2517.76
Vendor Total ----->					2517.76

P.O. BOX 45210

\*\*\* VENDOR.: VSP01 (VISION SERVICE PLAN -CA))

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
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REPORT.: Dec 03 18 Monday  
 RUN...: Dec 03 18 Time: 15:29  
 Run By.: Veronica Nava

CITY OF ORANGE COVE  
 Invoice/Pre-Paid Check Audit Trail  
 Batch B81203 - 15:29

PAGE: 007  
 ID #: PY-IP  
 CTL.: ORA

P.O. BOX 45210

\*\*\* VENDOR.: VSP01 (VISION SERVICE PLAN -CA))

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11/20/18	VISION INS.	11-18	11/20/18 N N N	A-NET30 FORM INVOICE	51 2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	VISION INS.	51 4500 102	1	27.10	27.10
0002	VISION INS.	51 4500 211	1	4.86	4.86
0003	VISION INS.	51 4500 300	1	9.72	9.72
0004	VISION INS.	51 4500 410	1	14.02	14.02
0005	VISION INS.	51 4500 432	1	22.98	22.98
0006	VISION INS.	51 4500 550	1	14.02	14.02
0007	VISION INS.	51 4500 772	1	2.80	2.80
0008	VISION INS.	51 4500 911	1	449.38	449.38
0009	VISION INS.	27 4500	1	43.16	43.16
0010	VISION INS.	52 4500	1	4.86	4.86
0011	VISION INS.	56 4500	1	47.46	47.46
0012	VISION INS.	55 4500	1	163.22	163.22
0013	VISION INS.	28 4500	1	52.88	52.88
0014	VISION INS.	61 4500	1	172.18	172.18
0015	VISION INS.	85 4500	1	12.14	12.14

Invoice Extension ----> 1040.78

Vendor Total -----> 1040.78

2985 NORTH BURL AVE.SUITE 101

\*\*\* VENDOR.: YAM01 (YAMABE & HORN ENGINEERING)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
41043	16-447 ORANGE COVE SRF WATER PLANT & BASIN LIVING	11-18	11/05/18 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 LIVING	55 5500 390	1	9658.75	9658.75

Invoice Extension ----> 9658.75

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
41148	17-102 2017 ORANGE COVE GENERAL ENGINEERING	11-18	11/07/18 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	550.00	550.00

Invoice Extension ----> 550.00

Vendor Total -----> 10208.75

\*\* Total Invoices ----> 48128.39

\*\* Total Checks ----> .00

\*\*\* Total Purchases ----> 48128.39

REPORT.: Dec 03 18 Monday  
 RUN....: Dec 03 18 Time: 15:29  
 Run By.: Veronica Nava

CITY OF ORANGE COVE  
 Invoice/Pre-Paid Check Audit Trail  
 General Ledger Accounts Summary for December 03, 2018  
 Accounting Period is November, 2018

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

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
136 2010	-14125.37	-14125.37	MEASURE O	ACCOUNTS PAYABLE	
136 5500	14125.37	.00	MEASURE O	PROF.SERVICES	
137 2010	-1199.50	-1199.50	WATER ENERGY	ACCOUNTS PAYABLE	
137 5500	1199.50	.00	WATER ENERGY	PROF.SERVICES	
27 2010	-216.64	-216.64	MEASURE "C"	ACCOUNTS PAYABLE	
27 4100	33.38	-183.26	MEASURE "C"	SAL & WAGES	
27 4500	43.16	-140.10	MEASURE "C"	HEALTH INS.	
27 5050	140.10	.00	MEASURE "C"	OPERATING EXP.	
28 2010	-234.11	-234.11	T.D.A.	ACCOUNTS PAYABLE	
28 4100	41.13	-192.98	T.D.A.	SAL & WAGES	
28 4500	52.88	-140.10	T.D.A.	HEALTH INS.	
28 5050	140.10	.00	T.D.A.	OPERATING EXP.	
51 2010	-14657.92	-14657.92	GENERAL FUND	ACCOUNTS PAYABLE	
51 3420 005	350.00	-14307.92	GENERAL FUND	RENT BLDG-SP. EVENTS	
51 4100 300	4.64	-14303.28	GENERAL FUND	SAL & WAGES	FINANCE DEPT
51 4100 432	33.89	-14269.39	GENERAL FUND	SAL & WAGES	PUBLIC WORKS
51 4100 911	199.06	-14070.33	GENERAL FUND	SAL & WAGES	PUBLIC WORKS
51 4500 102	27.10	-14043.23	GENERAL FUND	HEALTH INS.	CITY COUNCIL
51 4500 211	4.86	-14038.37	GENERAL FUND	HEALTH INS.	ADMINISTRATION
51 4500 300	9.72	-14028.65	GENERAL FUND	HEALTH INS.	FINANCE DEPT
51 4500 410	14.02	-14014.63	GENERAL FUND	HEALTH INS.	RECREATION
51 4500 432	22.98	-13991.65	GENERAL FUND	HEALTH INS.	PUBLIC WORKS
51 4500 550	14.02	-13977.63	GENERAL FUND	HEALTH INS.	E.D.A. CENTER
51 4500 772	2.80	-13974.83	GENERAL FUND	HEALTH INS.	ANIMAL CONTROL
51 4500 911	449.38	-13525.45	GENERAL FUND	HEALTH INS.	POLICE DEPT
51 5050 211	665.86	-12859.59	GENERAL FUND	OPERATING EXP.	ADMINISTRATION
51 5050 300	2198.49	-10661.10	GENERAL FUND	OPERATING EXP.	FINANCE DEPT
51 5050 390	766.99	-9894.11	GENERAL FUND	OPERATING EXP.	PLAN.INSP.& ENG
51 5050 432	500.88	-9393.23	GENERAL FUND	OPERATING EXP.	PUBLIC WORKS
51 5050 550	284.21	-9109.02	GENERAL FUND	OPERATING EXP.	E.D.A. CENTER
51 5050 579	40.59	-9068.43	GENERAL FUND	OPERATING EXP.	SENIOR CITIZENS
51 5050 911	1196.87	-7871.56	GENERAL FUND	OPERATING EXP.	POLICE DEPT
51 5250 911	74.36	-7797.20	GENERAL FUND	COMMUNICATION	POLICE DEPT
51 5450 550	2000.00	-5797.20	GENERAL FUND	EQUIP. MAINT.	E.D.A. CENTER
51 5500 390	550.00	-5247.20	GENERAL FUND	PROF.SERVICES	PLAN.INSP.& ENG
51 5500 432	40.00	-5207.20	GENERAL FUND	PROF.SERVICES	PUBLIC WORKS
51 5500 911	175.00	-5032.20	GENERAL FUND	PROF.SERVICES	POLICE DEPT
51 5650 211	937.95	-4094.25	GENERAL FUND	DUE/SUBSCRIPTION	ADMINISTRATION
51 5750 911	440.00	-3654.25	GENERAL FUND	VEHICLE REPAIRS	POLICE DEPT
51 5760 211	25.76	-3628.49	GENERAL FUND	GAS,OIL, & LUBE	ADMINISTRATION
51 5760 911	3628.49	.00	GENERAL FUND	GAS,OIL, & LUBE	POLICE DEPT
52 2010	-148.57	-148.57	GAS TAX - 2106	ACCOUNTS PAYABLE	
52 4100	3.61	-144.96	GAS TAX - 2106	SAL & WAGES	
52 4500	4.86	-140.10	GAS TAX - 2106	HEALTH INS.	
52 5050	140.10	.00	GAS TAX - 2106	OPERATING EXP.	
53 2010	-23.30	-23.30	GAS TAX - 2107	ACCOUNTS PAYABLE	
53 5300	23.30	.00	GAS TAX - 2107	UTILITIES	
55 2010	-11568.49	-11568.49	WATER FUND	ACCOUNTS PAYABLE	
55 4100	57.26	-11511.23	WATER FUND	SAL & WAGES	
55 4500	163.22	-11348.01	WATER FUND	HEALTH INS.	
55 5050	1689.26	-9658.75	WATER FUND	OPERATING EXP.	
55 5500 390	9658.75	.00	WATER FUND	PROF.SERVICES	PLAN.INSP.& ENG
56 2010	-4176.88	-4176.88	GAS TAX - 2105	ACCOUNTS PAYABLE	
56 4100	114.38	-4062.50	GAS TAX - 2105	SAL & WAGES	
56 4500	47.46	-4015.04	GAS TAX - 2105	HEALTH INS.	
56 5050	180.70	-3834.34	GAS TAX - 2105	OPERATING EXP.	
56 5300	3834.34	.00	GAS TAX - 2105	UTILITIES	
61 2010	-1754.64	-1754.64	SEWER FUND	ACCOUNTS PAYABLE	
61 4100	48.20	-1706.44	SEWER FUND	SAL & WAGES	
61 4500	172.18	-1534.26	SEWER FUND	HEALTH INS.	
61 5050	1534.26	.00	SEWER FUND	OPERATING EXP.	
85 2010	-22.97	-22.97	RORF	ACCOUNTS PAYABLE	
85 4100 320	10.83	-12.14	RORF	SAL & WAGES	RDA ADMIN.
85 4500	12.14	.00	RORF	HEALTH INS.	

REPORT.: Dec 04 18 Tuesday  
RUN....: Dec 04 18 Time: 15:53  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81204 - 15:53

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

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
502269973	JANITORIAL SERVICES	12-18	11/08/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	JANITORIAL SERVICES	55 5050	1	62.44	62.44
	Invoice Extension ---->				62.44

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
502279098	JANITORIAL SERVICE	12-18	11/22/18 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 579	1	50.27	50.27
	Invoice Extension ---->				50.27

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
502279116	JANITORIAL SERVICES	12-18	11/22/18 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
	Vendor Total ----->				182.42

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
140722	MONTHLY MEDICAL ADMINISTRATION FEES	12-18	11/08/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	MONTHLY MEDICAL ADMINISTRATION FEES	51 4500 102	1	134.00	134.00
0002	MONTHLY MEDICAL ADMINISTRATION FEES	51 4500 211	1	3.35	3.35
0003	MONTHLY MEDICAL ADMINISTRATION FEES	51 4500 300	1	6.70	6.70
0004	MONTHLY MEDICAL ADMINISTRATION FEES	51 4500 410	1	25.13	25.13
0005	MONTHLY MEDICAL ADMINISTRATION FEES	51 4500 432	1	31.83	31.83
0006	MONTHLY MEDICAL ADMINISTRATION FEES	51 4500 550	1	30.15	30.15
0007	MONTHLY MEDICAL ADMINISTRATION FEES	51 4500 772	1	10.05	10.05
0008	MONTHLY MEDICAL ADMINISTRATION FEES	51 4500 911	1	440.53	440.53
0009	MONTHLY MEDICAL ADMINISTRATION FEES	27 4500	1	28.48	28.48
0010	MONTHLY MEDICAL ADMINISTRATION FEES	52 4500	1	3.35	3.35
0011	MONTHLY MEDICAL ADMINISTRATION FEES	56 4500	1	46.90	46.90
0012	MONTHLY MEDICAL ADMINISTRATION FEES	55 4500	1	139.86	139.86
0013	MONTHLY MEDICAL ADMINISTRATION FEES	28 4500	1	35.18	35.18
0014	MONTHLY MEDICAL ADMINISTRATION FEES	61 4500	1	128.14	128.14
0015	MONTHLY MEDICAL ADMINISTRATION FEES	85 4500 320	1	8.35	8.35
	Invoice Extension ---->				1072.00
	Vendor Total ----->				1072.00

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
10/20/18	COMMUNICATION #15571746-5	12-18	11/20/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	COMMUNICATION #15571746-5	51 5250 911	1	140.15	140.15
	Invoice Extension ---->				140.15
	Vendor Total ----->				140.15

P.O BOX 868 \*\*\* VENDOR.: BPS01 (BPS TACTICAL INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
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REPORT.: Dec 04 18 Tuesday  
RUN...: Dec 04 18 Time: 15:53  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81204 - 15:53

PAGE: 002  
ID #: PY-IP  
CTL.: ORA

\*\*\* VENDOR.: BPS01 (BPS TACTICAL INC)

P.O BOX 868  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

18/041992	PATROL VEST / UNIIFORM ALLOWENCE	12-18	11/14/18 N N N	-Unknown Discount Trm	51 2010
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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PATROL VEST / UNIIFORM ALLOWENCE	51 5150 911	1	2458.24	2458.24
Invoice Extension ---->					2458.24
Vendor Total ----->					2458.24

\*\*\* VENDOR.: BSK01 (BSK ASSOCIATES)

550 W. LOCUST AVENUE  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

A833877	WEEKLY SAMPLE	12-18	11/14/18 N N N	A-NET30 FORM INVOICE	51 2010
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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WEEKLY SAMPLE	61 5050	1	74.00	74.00
Invoice Extension ---->					74.00

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

A834601	LAB TESTING	12-18	11/21/18 N N N	A-NET30 FORM INVOICE	51 2010
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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	LAB TESTING	61 5050	1	197.00	197.00
Invoice Extension ---->					197.00

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

A835352	LAB TEST	12-18	11/30/18 N N N	A-NET30 FORM INVOICE	51 2010
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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
Vendor Total ----->					426.00

160 NORTH BROADWAY \*\*\* VENDOR.: COOK1 (COOK'S COMMUNICATION)

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

138933	ROCKER SWITCH REPLACED BAD WHELEN UNIT 15-03	12-18	11/08/18 N N N	-Unknown Discount Trm	51 2010
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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ROCKER SWITCH REPLACED BAD WHELEN UNIT 15-03	51 5450 911	1	134.69	134.69
Invoice Extension ---->					134.69
Vendor Total ----->					134.69

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

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

45793	BATTERY, BATTERY NUT	12-18	11/07/18 N N N	A-NET30 FORM INVOICE	51 2010
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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	BATTERY, BATTERY NUT	51 5050 432	1	430.34	430.34
Invoice Extension ---->					430.34
Vendor Total ----->					430.34

REPORT.: Dec 04 18 Tuesday  
RUN...: Dec 04 18 Time: 15:53  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81204 - 15:53

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

P.O BOX 847348

\*\*\* VENDOR.: FGS01 (FRUIT GROWERS SUPPLY CO)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
82008640	BAR 14' OREGON, CHAIN 14"	12-18	11/14/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	BAR 14' OREGON, CHAIN 14"	51 5050 432	1	47.43	47.43	
	Invoice Extension ---->					47.43

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
92009046	COOLER WATER RUBBERMAD, CORD ECTENTION	12-18	11/15/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	COOLER WATER RUBBERMAD, CORD ECTENTION	51 5050 432	1	152.74	152.74	
	Invoice Extension ---->					152.74

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
92009157	COOLER WATER RUBBERMAID	12-18	11/15/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	COOLER WATER RUBBERMAID	51 5050 432	1	134.45	134.45	
	Invoice Extension ---->					134.45

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
92009960	SPIGOT WATER GOTT	12-18	11/19/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	SPIGOT WATER GOTT	51 5050 432	1	24.53	24.53	
	Invoice Extension ---->					24.53

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
92010122	DUSTER, CLEANER DEODORIZER, AIR FRESH, TOILET CLEA	12-18	11/20/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	DUSTER, CLEANER DEODORIZER, AIR FRESH, TOILET CLEA	61 5050	1	55.83	55.83	
	Invoice Extension ---->					55.83
	Vendor Total ----->					414.98

45295 RD 132

\*\*\* VENDOR.: FIG11 (FABIOLA FIGUEROA)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
11/10/18	REFUND DEPOSIT FOR EVENT AND INCONV.	12-18	11/10/18 N N N	-Unknown Discount Trm	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	REFUND DEPOSIT FOR EVENT AND INCONV.	51 3420 005	1	700.00	700.00	
	Invoice Extension ---->					700.00
	Vendor Total ----->					700.00

ON AGING \*\*\* VENDOR.: FMAAA (FRESNO-MADERA AREA AGENCY)

3837 N. CLARK ST.

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
002084	09/18 SITE SUPPLIES	12-18	10/01/18 N N N	A-NET30 FORM INVOICE	51	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount	
0001	09/18 SITE SUPPLIES	51 5051 579	1	37.88	37.88	
	Invoice Extension ---->					37.88
	Vendor Total ----->					37.88



REPORT.: Dec 04 18 Tuesday  
RUN...: Dec 04 18 Time: 15:53  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81204 - 15:53

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

.....  
dba MADERA UNIFORM&ACCESSORIES \*\*\* VENDOR.: METRO (METRO UNIFORM)  
840 N. BLACKSTONE  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
180586 UNIFORM ALLOWANCE PUGA 12-18 10/31/18 N N N -Unknown Discount Trm 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 UNIFORM ALLOWANCE PUGA 51 5150 911 1 38.14 38.14  
Invoice Extension ----> 38.14

INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
180588 UNIFORM ALLOWANCE / SOTO 12-18 10/31/18 N N N -Unknown Discount Trm 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 UNIFORM ALLOWANCE / SOTO 51 5150 911 1 123.04 123.04  
Invoice Extension ----> 123.04  
Vendor Total -----> 161.18

.....  
540 11TH ST. \*\*\* VENDOR.: OCTS1 (ORANGE COVE TIRE SERVICE)  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
22492 OIL FILTER, QTS OIL 12-18 11/19/18 N N N A-NET30 FORM INVOICE 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 OIL FILTER, QTS OIL 51 5750 911 1 55.00 55.00  
Invoice Extension ----> 55.00  
Vendor Total -----> 55.00

.....  
1140 D STREET \*\*\* VENDOR.: PER22 (ALICIA PEREZ)  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
11/24/18 DEPOSIT REIMBURSMET FOR EVENT 11/24/18 12-18 11/24/18 N N N -Unknown Discount Trm 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 DEPOSIT REIMBURSMET FOR EVENT 11/24/18 51 3420 005 1 400.00 400.00  
Invoice Extension ----> 400.00  
Vendor Total -----> 400.00

.....  
P.O. BOX 997300 \*\*\* VENDOR.: PGE01 (PG & E)  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
11152018 UTILITIES 12-18 11/15/18 N N N A-NET30 FORM INVOICE 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount  
0001 #2479253905-8 56 5300 1 28.84 28.84  
0002 #1938644740-3 56 5300 1 18.02 18.02  
0003 #1938644740-3 56 5620 1 181.53 181.53  
0004 #4858281207-8 56 5300 1 53.56 53.56  
Invoice Extension ----> 281.95  
Vendor Total -----> 281.95

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3600 S. STATE ROAD 7 STE #204 \*\*\* VENDOR.: PVBS1 (PV BUSINESS SOLUTIONS)  
INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
19478 2019 OSHA COMPLIANCE JOURNAL PW/OSHA 12-18 10/30/18 N N N -Unknown Discount Trm 51 2010  
Line Description G/L Account No Unit(s) Unit Cost Amount

REPORT.: Dec 04 18 Tuesday  
RUN....: Dec 04 18 Time: 15:53  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81204 - 15:53

PAGE: 005  
ID #: PY-IP  
CTL.: ORA

3600 S. STATE ROAD 7 STE #204

\*\*\* VENDOR.: PVBS1 (PV BUSINESS SOLUTIONS)

INVOICE-TYPE DESCRIPTION					PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No			
Line	Description					G/L Account No			Unit(s)	Unit Cost	Amount
0001	2019 OSHA COMPLIANCE JOURNAL PW/OSHA					51	5050	432	1	99.50	99.50
0002	2019 OSHA COMPLIANCE JOURNAL PW/OSHA					55	5050		1	99.50	99.50
0003	2019 OSHA COMPLIANCE JOURNAL PW/OSHA					61	5050		1	99.50	99.50
Invoice Extension ---->											298.50
Vendor Total ----->											298.50

P.O. BOX 37600

\*\*\* VENDOR.: QUI05 (QUIL CORPORATION)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE			TERM-DESCRIPTION	G/L ACCOUNT No	
5024035	PILOT FINE BLK, AA 4 PACK	12-18	02/21/18	N	N	N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount	
0001	PILOT FINE BLK, AA 4 PACK	51	5050	300	1	9.44	9.44	
0002	PILOT FINE BLK, AA 4 PACK	52	5050		1	4.72	4.72	
0003	PILOT FINE BLK, AA 4 PACK	56	5050		1	2.36	2.36	
0004	PILOT FINE BLK, AA 4 PACK	55	5050		1	15.34	15.34	
0005	PILOT FINE BLK, AA 4 PACK	61	5050		1	15.33	15.33	
Invoice Extension ---->							47.19	
Vendor Total ----->							47.19	

1472 CASUGA CT

\*\*\* VENDOR.: RUB04 (ELIAS RUBIO)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No		
12/1/18	DEPOSIT REFUND EVENT 12/1/18	12-18	12/01/18 N N N	-Unknown Discount Trm	51 2010		
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount
0001	DEPOSIT REFUND EVENT 12/1/18	51	3420	005	1	350.00	350.00
Invoice Extension ---->							350.00
Vendor Total ----->							350.00

7560 N. DEL MAR AVE

\*\*\* VENDOR.: SBS01 (SELECT BUSINESS SYSTEMS)

INVOICE-TYPE DESCRIPTION		PERIOD	DATE			TERM-DESCRIPTION	G/L ACCOUNT No	
271249	BLACK TONER	12-18	10/01/18	N	N	N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No			Unit(s)	Unit Cost	Amount	
0001	BLACK TONER	51	5050	390	1	10.00	10.00	
Invoice Extension ---->							10.00	

INVOICE-TYPE DESCRIPTION		PERIOD	DATE				TERM-DESCRIPTION	G/L ACCOUNT No
273369	MONTHLY METER RATE	12-18	11/13/18	N	N	N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No				Unit(s)	Unit Cost	Amount
0001	MONTHLY METER RATE	51	5050	432		1	33.33	33.33
0002	MONTHLY METER RATE	51	5050	300		1	33.33	33.33
0003	MONTHLY METER RATE	51	5050	911		1	33.33	33.33
0004	MONTHLY METER RATE	51	5050	211		1	33.33	33.33
0005	MONTHLY METER RATE	51	5050	390		1	33.33	33.33
0006	MONTHLY METER RATE	61	5050			1	33.33	33.33
0007	MONTHLY METER RATE	55	5050			1	33.33	33.33
0008	MONTHLY METER RATE	51	5050	300		1	33.33	33.33
0009	MONTHLY METER RATE	51	5050	211		1	33.33	33.33
0010	MONTHLY METER RATE	51	5050	911		1	33.33	33.33
0011	MONTHLY METER RATE	51	5050	211		1	33.33	33.33
0012	MONTHLY METER RATE	51	5050	211		1	33.33	33.33
0013	MONTHLY METER RATE	51	5050	911		1	33.33	33.33
Invoice Extension ---->							433.29	

REPORT.: Dec 04 18 Tuesday  
RUN....: Dec 04 18 Time: 15:53  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B81204 - 15:53

PAGE: 006  
ID #: PY-IP  
CTL.: ORA

7560 N. DEL MAR AVE \*\*\* VENDOR.: SBS01 (SELECT BUSINESS SYSTEMS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
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Vendor Total -----> 443.29

DIVISION OF WATER QUALITY \*\*\* VENDOR.: SWRCB (SWRCB )  
P.O. BOX 1888

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
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NOV 15 18	ANNUAL PERMIT FEE ID#0002 8527 450	12-18	11/15/18 N N N	A-NET30 FORM INVOICE	51	2010
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Line	Description	G/L Account	No	Unit(s)	Unit Cost	Amount
0001	ANNUAL PERMIT FEE ID#0002 8527 450	55	5050	1	1270.88	1270.88

Invoice Extension ----> 1270.88

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
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WD0138105	ANNUAL PERMIT	12-18	11/27/18 N N N	A-NET30 FORM INVOICE	51	2010
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Line	Description	G/L Account	No	Unit(s)	Unit Cost	Amount
0001	ANNUAL PERMIT	61	5500	1	27192.00	27192.00

Invoice Extension ----> 27192.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
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WD0139621	ANNUAL PERMIT FEE 07/1/18-6/30/19	12-18	11/27/18 N N N	A-NET30 FORM INVOICE	51	2010
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Line	Description	G/L Account	No	Unit(s)	Unit Cost	Amount
0001	ANNUAL PERMIT FEE 07/1/18-6/30/19	61	5500	1	2286.00	2286.00

Invoice Extension ----> 2286.00

Vendor Total -----> 30748.88

8801 INDIAN HILLS DRIVE \*\*\* VENDOR.: TLN01 (THE LINCOLN NATIONAL LIFE INSURANCE CO.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
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11/01/18	DENTAL AND LIFE INSURANCE	12-18	11/01/18 N N N	-Unknown Discount Trm	51	2010
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Line	Description	G/L Account	No	Unit(s)	Unit Cost	Amount
0001	DENTAL AND LIFE INSURANCE	51	4500 102	1	183.90	183.90
0002	DENTAL AND LIFE INSURANCE	51	4500 211	1	16.57	16.57
0003	DENTAL AND LIFE INSURANCE	51	4500 300	1	31.10	31.10
0004	DENTAL AND LIFE INSURANCE	51	4500 410	1	45.59	45.59
0005	DENTAL AND LIFE INSURANCE	51	4500 432	1	77.89	77.89
0006	DENTAL AND LIFE INSURANCE	51	4500 550	1	36.96	36.96
0007	DENTAL AND LIFE INSURANCE	51	4500 772	1	18.97	18.97
0008	DENTAL AND LIFE INSURANCE	51	4500 911	1	1631.28	1631.28
0009	DENTAL AND LIFE INSURANCE	27	4500	1	144.11	144.11
0010	DENTAL AND LIFE INSURANCE	52	4500	1	16.58	16.58
0011	DENTAL AND LIFE INSURANCE	56	4500	1	164.03	164.03
0012	DENTAL AND LIFE INSURANCE	55	4500	1	626.68	626.68
0013	DENTAL AND LIFE INSURANCE	28	4500	1	175.36	175.36
0014	DENTAL AND LIFE INSURANCE	61	4500	1	578.38	578.38
0015	DENTAL AND LIFE INSURANCE	85	4500 320	1	41.45	41.45

Invoice Extension ----> 3788.85

Vendor Total -----> 3788.85

P.O BOX 790428 \*\*\* VENDOR.: USB01 (U.S. BANK CORPORATE PAYMENT SYSTEM)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT	No
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11/05/18	FULL MEMBERSHIP PUGA/GONZALEZ	12-18	11/02/18 N N N	A-NET30 FORM INVOICE	51	2010
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Line	Description	G/L Account	No	Unit(s)	Unit Cost	Amount
0001	FULL MEMBERSHIP PUGA/GONZALEZ	51	5650 911	1	90.00	90.00

Invoice Extension ----> 90.00

REPORT.: Dec 04 18 Tuesday  
RUN....: Dec 04 18 Time: 15:53  
Run By.: Veronica Nava

CITY OF ORANGE COVE  
Invoice/Pre-Paid Check Audit Trail  
Batch B01204 - 15:53

PAGE: 007  
ID #: PY-IP  
CTL.: ORA

\*\*\* VENDOR.: USB01 (U.S. BANK CORPORATE PAYMENT SYSTEM)

P.O BOX 790428

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11/06/18	TASER X26/X26C BATTERY PACK X4	12-18	11/06/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	TASER X26/X26C BATTERY PACK X4	51 5150 911	1	159.80	159.80
Invoice Extension ---->					159.80

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11/12/18	SAM REGISTRATION	12-18	11/08/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SAM REGISTRATION	51 5050 211	1	599.00	599.00
Invoice Extension ---->					599.00

Vendor Total -----> 848.80

WESTERN DIVISION \*\*\* VENDOR.: VUL01 (VULCAN MAT'L'S FRESNO ASPT)

FILE 55572

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
72022253	COLD MIX ASFULAT	12-18	11/16/18 N N N	A-NET30 FORM INVOICE	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	COLD MIX ASFULAT	56 5420	1	216.86	216.86
Invoice Extension ---->					216.86
Vendor Total ----->					216.86

2401 E KATELLA, SUITE 300 \*\*\* VENDOR.: WIL16 (WILLDAN)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
00220137	CODE ENFORCEMENT OFFICER 1	12-18	11/16/18 N N N	-Unknown Discount Trm	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	CODE ENFORCEMENT OFFICER 1	163 5500	1	7308.00	7308.00
Invoice Extension ---->					7308.00
Vendor Total ----->					7308.00

430 BENJAMIN ST. \*\*\* VENDOR.: M005 (MARQUEZ, DOLORES)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
000B81201	MQ CUSTOMER REFUND FOR MAR0132	12-18	11/05/18 N N N	Z-IMMEDIATE PAY	51 2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	MQ CUSTOMER REFUND FOR MAR0132	55 2040	1	17.82	17.82
Invoice Extension ---->					17.82
Vendor Total ----->					17.82

\*\* Total Invoices -----> 50963.02

\*\* Total Checks -----> .00

\*\*\* Total Purchases ---> 50963.02

REPORT.: Dec 04 18 Tuesday  
 RUN...: Dec 04 18 Time: 15:53  
 Run By.: Veronica Nava

CITY OF ORANGE COVE  
 Invoice/Pre-Paid Check Audit Trail  
 General Ledger Accounts Summary for December 04, 2018  
 Accounting Period is December, 2018

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

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
163 2010	-7308.00	-7308.00	CDBG CODE ENFOR	ACCOUNTS PAYABLE	
163 5500	7308.00	.00	CDBG CODE ENFOR	PROF.SERVICES	
27 2010	-172.59	-172.59	MEASURE "C"	ACCOUNTS PAYABLE	
27 4500	172.59	.00	MEASURE "C"	HEALTH INS.	
28 2010	-210.54	-210.54	T.D.A.	ACCOUNTS PAYABLE	
28 4500	210.54	.00	T.D.A.	HEALTH INS.	
51 2010	-9404.98	-9404.98	GENERAL FUND	ACCOUNTS PAYABLE	
51 3420 005	1450.00	-7954.98	GENERAL FUND	RENT BLDG-SP. EVENTS	
51 4500 102	317.90	-7637.08	GENERAL FUND	HEALTH INS.	CITY COUNCIL
51 4500 211	19.92	-7617.16	GENERAL FUND	HEALTH INS.	ADMINISTRATION
51 4500 300	37.80	-7579.36	GENERAL FUND	HEALTH INS.	FINANCE DEPT
51 4500 410	70.72	-7508.64	GENERAL FUND	HEALTH INS.	RECREATION
51 4500 432	109.72	-7398.92	GENERAL FUND	HEALTH INS.	PUBLIC WORKS
51 4500 550	67.11	-7331.81	GENERAL FUND	HEALTH INS.	E.D.A. CENTER
51 4500 772	29.02	-7302.79	GENERAL FUND	HEALTH INS.	ANIMAL CONTROL
51 4500 911	2071.81	-5230.98	GENERAL FUND	HEALTH INS.	POLICE DEPT
51 5050 211	732.32	-4498.66	GENERAL FUND	OPERATING EXP.	ADMINISTRATION
51 5050 300	76.10	-4422.56	GENERAL FUND	OPERATING EXP.	FINANCE DEPT
51 5050 390	43.33	-4379.23	GENERAL FUND	OPERATING EXP.	PLAN.INSP.& ENG
51 5050 432	992.03	-3387.20	GENERAL FUND	OPERATING EXP.	PUBLIC WORKS
51 5050 579	50.27	-3336.93	GENERAL FUND	OPERATING EXP.	SENIOR CITIZENS
51 5050 911	99.99	-3236.94	GENERAL FUND	OPERATING EXP.	POLICE DEPT
51 5051 579	37.88	-3199.06	GENERAL FUND	SITE SUPPLIES	SENIOR CITIZENS
51 5150 911	2779.22	-419.84	GENERAL FUND	CLOTH/SUPPLIES	POLICE DEPT
51 5250 911	140.15	-279.69	GENERAL FUND	COMMUNICATION	POLICE DEPT
51 5450 911	134.69	-145.00	GENERAL FUND	EQUIP. MAINT.	POLICE DEPT
51 5650 911	90.00	-55.00	GENERAL FUND	DUE/SUBSCRIPTION	POLICE DEPT
51 5750 911	55.00	.00	GENERAL FUND	VEHICLE REPAIRS	POLICE DEPT
52 2010	-24.65	-24.65	GAS TAX - 2106	ACCOUNTS PAYABLE	
52 4500	19.93	-4.72	GAS TAX - 2106	HEALTH INS.	
52 5050	4.72	.00	GAS TAX - 2106	OPERATING EXP.	
55 2010	-2420.85	-2420.85	WATER FUND	ACCOUNTS PAYABLE	
55 2040	17.82	-2403.03	WATER FUND	BOND PAYABLE	
55 4500	766.54	-1636.49	WATER FUND	HEALTH INS.	
55 5050	1636.49	.00	WATER FUND	OPERATING EXP.	
56 2010	-712.10	-712.10	GAS TAX - 2105	ACCOUNTS PAYABLE	
56 4500	210.93	-501.17	GAS TAX - 2105	HEALTH INS.	
56 5050	2.36	-498.81	GAS TAX - 2105	OPERATING EXP.	
56 5300	100.42	-398.39	GAS TAX - 2105	UTILITIES	
56 5420	216.86	-181.53	GAS TAX - 2105	STREET MAINT.	
56 5620	181.53	.00	GAS TAX - 2105	BOND PRINCIPAL	
61 2010	-30659.51	-30659.51	SEWER FUND	ACCOUNTS PAYABLE	
61 4500	706.52	-29952.99	SEWER FUND	HEALTH INS.	
61 5050	474.99	-29478.00	SEWER FUND	OPERATING EXP.	
61 5500	29478.00	.00	SEWER FUND	PROF.SERVICES	
85 2010	-49.80	-49.80	RORF	ACCOUNTS PAYABLE	
85 4500 320	49.80	.00	RORF	HEALTH INS.	RDA ADMIN.



**Date:** December 12, 2018  
**To:** Mayor and City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Review and Discussion of FOCUS Agreement  
**Attachments:** Agreement/Comments from FOCUS Staff/City Attorney

**BACKGROUND:**

On November 19, 2018, the City Council held a discussion on the FOCUS agreement with City staff and the General Public. At the conclusion of the meeting, staff was directed to meet with FOCUS staff and review and discuss issues related to the FOCUS agreement.

On November 29, 2018, a meeting was held between FOCUS President Adriana Figueroa-Bruce, Interim Public Works Superintendent Joe Estrada and Interim City Manager Rudy Hernandez. During the meeting, we discussed the FOCUS Agreement in detail in particular Sections 4 A-K of the Agreement and reached the following conclusion.

Section 4K of the agreement has not been complied with and in my opinion is a material breach of the agreement and is grounds for termination. Just for the record, listed below is description of Section 4k:

"Submit statistical and narrative activity reports to Orange Cove on a monthly basis on or before the 15<sup>th</sup> day for the preceding month. Reports shall include the following information and be presented in a format acceptable to Orange Cove".

- I. Number of dogs received
- II. Number of dogs adopted by individuals or transferred to other shelters or organizations.
- III. Description of any other disposition of dogs.
- IV. Number of dogs requiring medical treatment, quarantine, or vaccinations.
- V. Records of any other disposition of dogs
- VI. Other related information that Orange Cove may request, provided individual privacy rights are respected.

Once again, it was agreed upon by all 3 of us at the meeting that FOCUS did not comply with this part of the agreement. To correct this violation, FOCUS President Adriana Figueroa-Bruce agreed to bring these monthly reports current and go back and prepare the monthly reports for 2017 and 2018. For your review, attached is a copy of the monthly report for the month of October 2018 (She also provided me with copies of the reports from January 2017 – September 2018).

**OTHER RESPONSIBILITIES OF FOCUS AS PER AGREEMENT:**

FOCUS President Adriana Figueroa-Bruce also agreed to go back and review the other parts of the agreement (Sections 4-A-J) and delivered her response to me on Thursday December 6, 2018. In her response, she states that "FOCUS has fulfilled these duties to the best of our ability since I Adriana Figueroa-bruce has been The Acting Lead Director as of October 1, 2018." While I truly appreciate her

efforts and commitment to the animal control service, I have major concerns that prior to October 1, 2018 these other responsibilities as required in the agreement were not complied with.

**FOCUS IS CURRENTLY ON SUSPENSION STATUS WITH THE FRANCHISE TAX BOARD**

Yesterday I was notified by FOCUS President Adriana Figueroa-Bruce that the California State Franchise Board has put FOCUS on Suspended but not Revoked status for not filing taxes. Listed below are City Attorney Dan McCloskey's comments regarding suspended status:

A suspended corporation loses its powers, rights and privileges as a California corporation. According to the Franchise Tax Board, this means that it cannot legally transact business, enforce contracts, bring an action or defend itself in court, be granted an extension of time to file, file a claim for refund or amended return, file or maintain an appeal before the Board of Equalization, begin or continue to protest an assessment, sell, transfer, or exchange real property or keep their exclusive rights to the entity's name. It cannot borrow money, although it can receive money. In addition, contracts made by a suspended corporation may be voidable.

During the period of suspension, the corporation does have the capacity apply for revivor (the process to bring the corporation out of suspension), pay any tax balance due, file delinquent returns, apply for exempt status, amend their Articles of Incorporation to change their name or perfect their exempt application.

If the sole reason for suspension is failure to file the Statement of Information (SI-100), the Secretary of State can revive the corporation after it files a current SI-100 with the Statement of Information Unit.

**FISCAL IMPACT:**


If the City Council decides to cancel the FOCUS agreement, it will result in a \$2,500 monthly savings that can be used to pay for other animal control services.

**RECOMMENDATION:**

Per my comments stated above in particular the suspended status with the California State Franchise Tax Board, I recommend that the City Council terminate the FOCUS Agreement and direct staff to explore other alternatives to provide animal control services in the City of Orange Cove.

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: \_\_\_\_\_

## FOCAS BOARD MEMBERS

PRESIDENT- Adriana Figueroa-Bruce

VICE PRESIDENT- Kerry O'Keefe

SECRETARY- Raemee Anderson

TREASURER- Laura Malmquist Gurrola

BOARD MEMBERS- Shane Smith, Lupe Silva

Per request the following is a small memo to address each item of FOCAS responsibilities that are listed on the contract number 4 A-K. FOCAS has fulfilled these duties to the best of our ability since I Adriana Figueroa-Bruce has been The Acting Lead Director as of Oct 1,2018.

### Regarding items

- A. FOCAS has abided by California State laws regarding treatment of animals in the shelter, we provide stray hold, shelter, food vaccines and any medical treatment.
- B. FOCAS has a Full-time paid Kennel Attendant and Volunteers that provides the ability to execute this service 24/7.
- C. I will answer with the same answer as I did for item B
- D. The public can reach FOCAS 24/7 thru Facebook and I Adriana has provided, City Hall, City workers and have reached out to Sergeant Pena from Orange Cove Police dept. and have provided my personal number if ever there needs to be assistance from FOCAS. We are in the middle of transition for Board Members and a direct line will be established soon.
- E. FOCAS is always stocked with vaccines and Dogs are vaccinated on intake and it is recorded.
- F. FOCAS has provided quarantine's (dog bites) at shelter. Although in many cases Dog quarantine's can be done in Dogs home if secure fencing is available.
- G. FOCAS has provided vet care to any and all dogs in need of medical care. Vet records can be provided upon request if need be.
- H. FOCAS has an employed Kennel Attendant full-time who has been employed for 3 years, also our volunteers have been volunteering for 3+ Years, any new volunteers get an orientation with an experienced Senior Volunteer.
- I. During this transition time there is still the learning curve and FOCAS is meeting this responsibility to the best to its ability and if any changes are made, we will adopt them.
- J. FOCAS expects all of its representatives to act accordingly and in a respectful manner, if any issue should arise, they will be dealt with promptly.



This memo is to make you aware of the following, as I became Lead Director, I was made aware status with the state (Franchise Tax Board) is currently suspended but not revoked. We are in the process of correcting this.

I am told by Raemee Anderson the following .....We were suspended because we did not file taxes for 2014. We did not know we had to file in 2014 because we did not open a bank account until 2015 when we received our nonprofit status from the IRS. However, because our Articles of Incorporation were filed in 2014, we are required to begin reporting taxes from that point forward. Again this is a fixable situation that is being worked and has not affected our federal nonprofit status.

Since this is an issue before I became Lead director the person to contact with further question will be Raemee Anderson 559-901-7682 email is [Raemeerocksrescue@gmail.com](mailto:Raemeerocksrescue@gmail.com)

Sincerely,

Adriana Figueroa-Bruce

K. FOCAS can and will provide statistical activity reports on a monthly basis, FOCAS has also been able to provide all of 2017 and 2018 reports since last council meeting.

Oct 2018

Sheet1

NAME	TYPE	BREED	IN	OUT	END STATUS
America	Dog	Boxer/Pit Mix	02/25/16		
Annie	Dog	Pit Bull	10/09/18	10/09/18	Rescue with Raemee
Betty	Dog	Pit Bull	10/09/18	10/09/18	Rescue with Raemee
Booth	Dog	Chi Mix	01/09/17		
Bronco	Dog	Pit Bull	05/31/15	10/25/18	Fresno Bully Rescue
Bradley	Dog	Pit Bull	08/26/14		
Bueller	Dog	Chi Mix	10/22/18		
Butch	Dog	Pit Mix	08/16/15		
Calla Lily	Dog	Pit Bull	08/09/16		
Cappie	Dog	Chi Mix	08/22/18		
Chico	Dog	GSD	08/17/18		Adopted by Gloria 10/20/18
Cookie	Dog	Pit Bull	10/10/15		
Daisy	Dog	Husky	08/24/18		
Dewey	Dog	GSD/ACD/mix	08/28/18	10/14/18	Woods Humane
Diego	Dog	Pit Bull	04/15/16		
Ellen	Dog	Pit Bull	07/21/17		

Ferris	Dog	Daschund Mix	10/22/18		
Flap Jack	Dog	Chi Mix	03/13/18		
Frankie	Dog	Cattle Mix	09/28/18		
Franny	Dog	Pit Bull	10/10/15		
Frida	Dog	Pit Bull	04/15/16		
Georgia	Dog	Pit Bull	08/24/18		
Jane Doe	Dog	German Shepherd	10/23/18	10/24/18	Pet Matchmaker-Bakersfield
Kahuna	Dog	Chi Mix	04/07/18		Register with Adriana
Klondike	Dog	Husky mix	10/01/17		
Krista	Dog	GSD Mix	09/30/18	10/14/18	Woods Humane
Leo	Dog	Doxie Mix	10/06/15		
Little Bit	Dog	Chi Mix	09/27/18	10/14/18	Woods Humane
Liv	Dog	Doxie Mix	7/7/15		
Lulu	Dog	Cattle Mix	10/26/18		
Maddie	Dog	Pit Mix	06/14/17		
Maggie	Dog	Husky	10/11/18	10/12/18	Fresno Humane
Marilyn	Dog	Husky	10/05/18	10/05/18	Owner reclaim (Nala)

Marshall	Dog	Lab/Pit Mix	09/28/18	10/09/18	Owner reclaim/bite quarantine (Roko)
Max	Dog	Pit Bull	09/02/16		
M&M	Dog	Pit Bull	01/11/16		
Mey Li	Dog	Shar Pei	07/16/18		
Mina	Dog	German Shepherd	10/23/18		
Momo	Dog	Pit Bull	05/10/17		
Muffin	Dog	Long Hair Chi Mix	10/11/18		
Ninel	Dog	Cattle Mix	10/26/18		
Nugget	Dog	Chi Mix	09/27/18	10/14/18	Woods Humane
Odin	Dog	Pit Bull	10/18/16		
Oreo	Dog	Rat Terr mix	10/19/17		
Pepita	Dog	Chi Mix	10/26/18		
Phineas	Dog	Terrier Mix	01/26/18	10/08/18	Woods Humane
Porter	Dog	BC mix	06/08/18		
Prissy	Dog	Chi mix	10/10/18		
Riley	Dog	Husky mix	10/04/16		
Rita	Dog	Daschund Mix	10/03/18	10/14/18	Woods Humane

Rocky	Dog	Terrier Mix	09/30/18	10/08/18	Woods Humane
Roscoe	Dog	Chi Mix	02/02/18		
Ruby	Dog	Husky	10/05/18		
Rusty	Dog	Husky (Red)	10/01/18		
Sally	Dog	Pit Bull	10/09/18	10/09/18	Rescue with Raemee
Saskia	Dog	German Shepherd	09/25/18	10/08/18	Woods Humane
Schatze	Dog	German Shepherd	10/26/18		
Sky	Dog	Husky	10/29/18		
Smokey	Dog	Pit Bull	08/26/16		
Snowballs	Dog	Chi Mix	01/20/17		
Spanky	Dog	Pit Bull	10/09/18	10/10/18	Reclaimed by owner (Roman)
Stanley	Dog	Terr Mix	10/19/17		
Tedi	Dog	German Shepherd	10/29/18		
Tiger	Dog	Mastiff mix	02/01/15		
Tommy	Dog	Shepherd Mix	10/03/18		
Vernon	Dog	Pit Bull	06/28/17		
Willy	Dog	Terrier Mix	10/03/18	10/08/18	Copper's Dream

Zack	Dog	Pit Bull	10/05/15		
Zeppelin	Dog	Pit	02/20/18		

IN: 23      EUTH: 0  
 OUT: 15      ADOPTIONS: 1  
 RECALIM: 3

## Rudy Hernandez

---

**From:** Dan McCloskey <danm@t-m-law.com>  
**Sent:** Friday, December 07, 2018 11:01 AM  
**To:** 'Rudy Hernandez'  
**Cc:** danm@t-m-law.com  
**Subject:** RE: FOCUS Comments

Rudy

You asked that I look at the comment that FOCAS provided to determine what we should present to council.

First, the Mayor wanted to know who the board members were and that is provided. I do not know if these are Orange Cove residents are not.

Second they have provided reports, but, that does not cure the default by doing them all at once. I am not sure if we can verify these reports are not correct, but, the point is that the City needs those reports once a month.

Third, the issue you shared with me, and, is not in the report, is that the corporation did not file its' annual statements with the state. That makes the corporation suspended and on its way to being inactive and/or dissolved.

A suspended corporation loses its powers, rights and privileges as a California corporation. According to the Franchise Tax Board, this means **that it cannot legally transact business, enforce contracts,** bring an action or defend itself in court, be granted an extension of time to file, file a claim for refund or amended return, file or maintain an appeal before the Board of Equalization, begin or continue to protest an assessment, sell, transfer, or exchange real property or keep their exclusive rights to the entity's name. It cannot borrow money, although it can receive money. In addition, contracts made by a suspended corporation may be voidable.

During the period of suspension, the corporation does have the capacity apply for revivor (the process to bring the corporation out of suspension), pay any tax balance due, file delinquent returns, apply for exempt status, amend their Articles of Incorporation to change their name or perfect their exempt application.

If the sole reason for suspension is failure to file the Statement of Information (SI-100), the Secretary of State can revive the corporation after it files a current SI-100 with the Statement of Information Unit.

If the entity never obtained tax exempt status, FTB will send back compliance information which will generally require payment of delinquent taxes, fees and penalties and filing of tax returns. Once the entity is in compliance, the FTB will send an Entity Status Letter that indicates the entity is now in good standing.

Specific responses to lettered paragraphs as follows:

- A. This statement needs to be somehow verified by FOCAS with documentation,
- B. FOCAS should also be able to advise the council as to how many volunteers and how many volunteers hours are being expended. This would show the council if there is enough volunteers to provide service in a professional and competent. Without statistics showing the results these are statements that are not assisting the council.
- C. I have same comment as B.



- D. Facebook requires the person to have internet access and a device to access the internet (cellphone with internet access, computer ) FOCAS needs a 24/7 telephone no. that is answered by a person who is trained and knowledgeable.
- E. No comment, dogs that need medical care, everyone agrees that dog should be seen as soon as possible by an appropriate professional. It did not appear that they had any vet techs as volunteers.
- F. Quarantine is very important and FOCAS could provide their written policy regarding quarantine, if any.
- G. I do not have a comment on this,
- H. This is the same or similar to B and I had already responded above.
- I. If council allows an extension it could be done but once FOCAS cures the issue with suspension because they cannot conduct business as a suspended nonprofit.
- J. The council should inquire as to whether or not the volunteers receive written policies and procedures on the different tasks done by volunteers? Is the process for quarantine written down and, as a better business practice is there policies on the other functions of the shelter and are the volunteers required to acknowledge the receipt of those items??
- K. Reports need to be timely and informative.

## CONCLUSION

FOCAS needs to cure the issue with the state agencies in order to continue any activity. There is an argument that if the corporation is suspended then FOCAS can not agree to anything and, if not cured, the contract would terminate for that reason alone.

Council could go forward with termination, reclaiming the facility and attempting to get animal control under control. Council could also, if FOCAS cured its issue with the state, if council decided, to extend the contract or allow them to continue until June 30.

To terminate the contract by June 30, the City would have to give notice at least sixty days prior to June 30.

Let me know if you have any questions. Thanks, and feel free to cut and paste for your report, but, now that they told us they are suspended. I verified the suspension.

Let me know if you have any questions.

**TUTTLE & McCLOSKEY**  
A PROFESSIONAL CORPORATION

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**Firm Practice Areas include:** *Education Law; Municipal Law; Serious Personal Injury; Wrongful Death; Wrongful Termination; Wage Hour/Overtime; Trusts & Estates; Business Transactions.*

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## **REPORT TO CITY AND SUCCESSOR AGENCY**

December 12, 2018

**To:** Mayor and City Council / Successor Agency Board

**From:** Rudy Hernandez, Interim City Manager

**SUBJECT:** Residential Rehabilitation Loan Program Overview and Considerations

### **BACKGROUND:**

The Successor Agency to the former Orange Cove Redevelopment Agency has approximately \$330,000 of housing bond proceeds available to fund affordable housing activities. On November 14, 2018, the Successor Agency Board (City Council), approved hiring RSG, Inc. to design and implement a Housing Rehabilitation Loan Program ("Program") that will be funded by the housing bond proceeds.

The Program will provide forgivable loans to property owners to make exterior improvements to homes that are occupied by extremely low to moderate income households. Financial assistance is provided in exchange for placing a long-term affordability covenant on the property, increasing the City's supply of affordable housing. Loans are forgivable as long as the affordability covenant is not broken. If the property owner does not comply with the affordability covenant, the loan is repaid and the proceeds are deposited back into the Program for future loans.

Today, RSG will be presenting a general overview of how the Program will work. RSG is also seeking feedback from Council on certain options for the Program described in the next section.

### **Council Considerations**

#### *Income Levels Assisted*

The Program may assist extremely low to moderate income households. Council should consider whether the Program will limit assistance or give priority to specific income levels.

The 2018 income limits for a four-person household in Fresno County are:

<b>2018 Income Limits Fresno County, 4-Person Households</b>		
Income Level	% of Area Median Income	Limit
Extremely Low	30%	\$25,100
Very Low	50%	\$29,950
Low	80%	\$47,900
Moderate	120%	\$71,900

**Options:** The Program could permit all four income levels to apply to the Program, or restrict eligibility to specific income levels, such as up to Very Low Income.

#### *Eligible Improvements*

RSG will draft Program Procedures that identify a list of improvements that are eligible for assistance. In general, they should address health and safety deficiencies, exterior deterioration of properties, and, if funds are available, other improvements needed to improve quality of life. Sample improvements include:

- Code Violation Corrections
- Refurbish Exterior Items (new roofs, driveway/walkway repairs, etc.)
- Exterior Cosmetic Improvements (repainting, repair awnings, etc.)
- Security Improvements (upgrade locks, security lighting and fencing, etc.)
- Energy Efficiency Improvements (HVAC replacement/upgrades, install insulation, low flow plumbing, etc)
- Accessibility (ADA) improvements (handlebars in showers, etc)
- Asbestos Removal or Lead Based Paint Repair

**Options:** Council could consider limiting or giving priority to improvements to ones that address health and safety concerns rather than quality of life or cosmetic items.

#### *Loan Amount*

The City can set a minimum and/or maximum loan amount when it creates the program. If the City wants to maximize the number of households assisted, it can set a lower cap. If the City wants to prioritize more substantial rehabilitation efforts, it can set a higher cap with the understanding that fewer households will be assisted. The following table summarizes the approximate number of households that can be assisted by loan size, accounting for administrative costs.

<b>Number of Homes Assisted by Loan Size</b>	
Average Loan Amount	Approx. Number of Loans
\$2,000	80
\$5,000	45
\$10,000	25
\$15,000	20
\$20,000	15
\$30,000	10
\$40,000	7
\$50,000	6

It is important to note that the administrative cost of each loan is approximately \$2,000 for eligibility review and loan processing. This means that lower loan amounts will result in a higher administrative cost overall.

**Options:** Set a minimum and/or maximum loan amount, or no limits.

#### *Preference Criteria*

If the City anticipates receiving more applications than it can grant, Council should consider defining preference criteria in the Program Procedures to give priority to certain applicants. Preference criteria might include:

- First-come, first-served (must meet income and eligibility criteria)
- Rank eligible improvements by priority (i.e. address health and safety issues)
- Seniors
- Accessibility improvements for persons with disabilities

**Options:** Set preference criteria based on the above or other options.

#### Next Steps

RSG will incorporate today's feedback into draft Program Procedures. Council could also direct staff to make a final decision on Program options.

RSG will draft templates for all required forms including an application form, letter templates to deny/approve loans, loan document templates, and an affordability covenant template. Staff and legal counsel will review the documents before RSG returns for formal Council approval.

After the Program Procedures are approved by Council, staff may advertise the program and begin accepting applications. RSG will review the applications and award loans based on eligibility.

A sample Program brochure is provided. The brochure will be finalized after Program Procedures are adopted.

**FISCAL IMPACT:**

The Program is funded by Successor Agency housing bond proceeds.

**RECOMMENDATIONS**

Staff recommends that the Successor Agency Board inform staff and RSG of its preferences as described in the staff report.

Attachments:

Sample Program Brochure



# RESIDENTIAL REHABILITATION LOAN PROGRAM OVERVIEW

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CITY OF ORANGE COVE

DECEMBER 12, 2018





# PURPOSE OF PROGRAM

- Provide homeowners rehabilitation financial assistance to preserve and improve affordable housing
  - Forgivable loans are given to low income households to make exterior home improvements
  - Financial assistance provided in exchange for a long-term affordability covenant
  - Loan are repaid if property is sold to a non-eligible household before end of term

- Council Consideration:
  - Eligible Income Levels

## 2018 Income Limits 4-Person Household

Very Low	\$29,950
Low	\$47,900
Moderate	\$71,900



# PROGRAM ASSISTANCE

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- Tax-exempt bond proceeds will be the source of funding
  - City has approximately \$300,000 to invest in the Program (plus \$30,000 dedicated to Program administration)
  - Bond tax-exempt status violated if profits are made off loans.
  - Loans are forgivable unless affordability covenant is violated; any loan repayments are applied to new loans

- Council Consideration:
  - Minimum and/or Maximum Loan Amount





# PERMITTED USE OF FUNDS

- Potential use of funds:
  - Code Violation Corrections
  - Refurbish Exterior Items
  - Exterior Cosmetic Improvements
  - Security Improvements
  - Energy Efficiency Improvements
  - Accessibility Improvements
  - Asbestos Removal/Lead Based Paint Repair
- Non-permitted uses
- Must use licensed contractor/provider

- Council Consideration:
  - Determine allowable uses



# APPLICATION AND ELIGIBILITY REVIEW

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- Step 1: Program Application
  - Applicant information including requested repairs and income
  - Review to ensure that application meets program requirements
- Step 2: Eligibility Review
  - Determine if applicant is income eligible
  - Must be primary residence (not rented out)
  - Verify homeowners insurance



# LOAN PROCESSING AND RECORDATION

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- Step 3: Approve Repairs and Bids
  - Applicant to submit bids and credentials for repairs
  - Staff approval prior to initiation of work
  - Suggest vendors are paid directly by City
- Step 4: Document Preparation
  - Prepare necessary documents (Deed, Grant Agreement, Affordability Covenant, etc.)
  - Typically when repairs are 50% complete
  - May choose to open escrow if further applicant scrutiny is desired
- Step 5: Document Recordation
  - Record Documents with the County





# COUNCIL CONSIDERATIONS

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- Determine eligibility criteria
  - Eligible income levels
  - Eligible improvements
- Determine minimum and/or maximum grant amount
- Determine applicant priority
  - First-come, first-served?
  - Priority by type of improvements?





## NEXT STEPS

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- Incorporate Council feedback into Program Procedures
- Draft Program Documents for staff and legal counsel review
- Return to Council for official approval of Program Procedures
- Staff markets programs and accepts applications
- RSG reviews applications to confirm eligibility
- Issue grants to qualified applicants





**CITY OF ORANGE COVE  
HOME REHABILITATION ASSISTANCE PROGRAM**

***THIS IS A SAMPLE BROCHURE ONLY  
THIS DOES NOT DESCRIBE AN ACTIVE OR FINAL PROGRAM***

**PROGRAM DESCRIPTION**

Forgivable loans are available to eligible low income homeowners to fund home improvements that address health and safety deficiencies and exterior deterioration. Loan proceeds may be used for rehabilitation activities in the following order of priority:

**Priority One: To Correct Code Violations**

Electrical, plumbing, heating and air conditioning, and structural building deficiencies that are in violation of current building codes. Correction of safety problems not covered by codes, such as broken windows, lack of window screens, doors, and the provision of facilities for handicapped access.

**Priority Two: To Refurbish Exterior Items**

New roofs, rain gutters, conversion of carports to garages, garage and entry door replacement, fencing replacement, and driveway/walkway repairs.

**Priority Three: Exterior Cosmetic Improvements**

Repainting, replacing dried or broken landscape materials and/or inoperable irrigation systems, and replacing broken or damaged awning improvements.

**Priority Four: Security Improvements**

Upgrade door and window locks, installing security lighting and doors, and security-related fencing.

**Priority Five: Energy Efficiency Improvements**

Heating and cooling system replacement/upgrades, install insulation, ceiling fans, weather stripping, water heater replacement, and low flow plumbing fixtures.

Funds **may not** be used for fireplaces, pools, jacuzzies, hardwood flooring, appliances, landscaping, new patios or deck construction, custom concrete work on driveways and walkways, detached workshops, and/or other non-permanent structures and improvements considered to be a luxury as determined by the Program Administrator.





## **ELIGIBILITY REQUIREMENTS**

### **Eligible Participants:**

Person(s) or families of very low income (up to 50% of Fresno County median income) as published by the California Department of Housing and Community Development.

### **Eligible Properties:**

Single-family residential units which must be the primary residence of the owner/applicant(s).

Funds will be disbursed to homeowners who meet the eligibility requirements and will be based upon the priority of improvements needed.

## **LOAN TERMS**

Loans shall be provided in an amount of **up to \$**\_\_\_\_\_ on a City-wide basis. The Loan may not be combined with any other type of program assistance and the recipient may only receive one Loan during a \_\_\_\_-year period.

Loans are granted in exchange for a long-term affordability restriction. The property owner must agree that the property will be occupied as their principal place of residence for \_\_\_\_ years, or sold to an income-eligible buyer.

Loans are forgivable as long as the property owner complies with the affordability restriction. The property owner must sign a declaration that the property is occupied as its principal place of residence on an annual basis. If the property does not comply with the affordability restriction, the loan must be repaid to the City.



**Date:** December 12 , 2018  
**To:** Mayor and City Council/Successor Agency Board  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Approval of Signatures for Local Agency Investment Fund  
**Attachments:** Resolution

**BACKGROUND:**

On August 8, 2018, the City of Orange approved Resolution No.2018-31 updating the list of Authorized signers for both the City of Orange Cove and Redevelopment Agency. I recently received a call from the Local Agency Investment Fund staff that there should have been two (2) resolutions 1 for the City of Orange Cove Account and 1 for the Redevelopment Agency. The Local Agency Investment Fund has agreed to use Resolution No.2018-31 for the City of Orange Cove account and has requested a separate Resolution for the Redevelopment Agency. Staff recommends the following Individuals be on the Authorized signers for the Redevelopment Agency:

- Victor Lopez, Mayor
- Josie Cervantes, Council Member
- Rudy Hernandez, Interim City Manager

**RECOMMENDATION:**

Approve Resolution Designating Authorized Signers Relating to the Local Agency Investment Fund for the Redevelopment Agency.

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: \_\_\_\_\_

Resolution No. 2018- 04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT  
AGENCY OF THE CITY OF ORANGE COVE DESIGNATING AUTHORIZED  
SIGNERS RELATING TO THE LOCAL AGENCY INVESTMENT FUND**

**WHEREAS**, the Redevelopment Agency (Agency) has an account with the Local Agency Investment Fund (LAIF) as authorized by Government Code Section 16429.1; and

**WHEREAS**, the Agency wishes to update the List of Authorized Signatures of officers who are authorized to make deposits or withdrawals of money in the LAIF; and

**WHEREAS**, the Agency Board has determine that it is necessary for the efficient administration of the fiscal affairs of the City that this resolution be passed and adopted.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE REDEVELOPMENT  
AGENCY RESOLVE AS FOLLOWS:**

**Section 1.** The list of authorized signatures for deposits and/or withdrawal of monies in the Local Agency Investment Fund is hereby amended and superseded.

**Section 2.** The following Agency officers or their successors in office are hereby authorized to deposit and/or withdraw monies in/from the Local Agency Investment Fund. Said deposits/withdraws are restricted to transfers to/from Union Bank account

- a. Rudy Hernandez, Interim City Manager
- b. Victor Lopez, Mayor
- c. Josie Cervantes, Council Member

**Section 3.** This resolution shall become effective immediately upon its passage and adoption. All previous resolutions and approvals authorizing the signatures of City officials relating to deposits and/or withdrawals in the Local Agency Investment Fund other than those set forth in this resolution are hereby rescinded.

\* \* \* \* \*

I HEREBY CERTIFY that the foregoing resolution was adopted at a regular meeting of the City Council on the 12<sup>th</sup> of December, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Victor P. Lopez, Mayor

ATTEST:

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June V. Bracamontes, City Clerk  
City of Orange Cove