



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Roy Rodriguez, Council Member

Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member

WEDNESDAY, March 27, 2019 - 6:30 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Consent Calendar

1. City Council Minutes of March 13, 2019
2. Facility Use Application Usage of City Empty Lot on Park Blvd. & Rail Road requested by Ventura Stars Circus May 22-May 27, 2019
3. Annual Good Friday Live Stations of the Cross Procession April 14, 2019 from Eaton Park to Saint Isidore starting at 5:30pm – 6:30p.m.
4. Facility Use Application for J.O. Eaton Park for Community Outreach April 28, 2019; June 23, 2019; September 22, 2019 requested by Raul Rangel

D. Administration

City Engineer

5. **SUBJECT:** Engineer's Report - Project Progress Update

Recommendation: Informational Item Only

6. **SUBJECT:** 2019 Friant Kern Canal Shutdown Emergency Water Supply Agreement

Recommendation: Council to approved Resolution No. 2019-15 approving an agreement by and between the City of Orange Cove and Friant Water Authority for providing for Domestic Water Supply during Canal Repairs and Authorizing the City Manager to execute the agreement

7. **SUBJECT:** Contract for Temporary Water Service between the United States and the City of Orange Cove of the 2019-20 Water Year

Recommendation: Council to approve Resolution No. 2019-16 Approving a contract for Temporary Water Service between the United States and the City of Orange Cove and authorizing the City Manager to execute the contract

8. **SUBJECT:** Resolution ratifying Change Order Nos. 1 through 5 and Change Order No. 6 for the Orange Cove School Crossing Safety Improvements Project

Recommendation: Council to approve Resolution No. 2019-17 Ratifying Change Order No. 1 through 5 and Approving Change Order No. 6 submitted by JT2 Inc. DBA Todd Companies for the 2015 Orange Cove School Crossing Safety Improvement Project

Mayor and City Councilmembers:

9. **SUBJECT:** Renaming the Orange Cove Community Center

Recommendation: Council to consider approving to rename the Orange Cove Community Center to Victor P. Lopez Community Center

Interim City Manager:

10. **SUBJECT:** Adopted Housing Element Plan and Annual Progress Reports Presented by Mr. Greg Collins, Contract City Planner with the firm Collins & Schoettler

Recommendation: Informational Item Only

11. **SUBJECT:** SB5, Local State Sustainable Investment Incentive Program Letter of Support

Recommendation: Informational Item Only

12. **SUBJECT:** Contract with Specialized Utility Services Program, Inc. (SUSP) to perform Wastewater Operation Services on a month-to-month basis

Recommendation: Council to consider approving the contract with Specialized Utility Services Program, Inc. (SUSP) to provide wastewater operations services on a month-to-month basis

13. **SUBJECT:** Public Works Director Position

Recommendation: Council to approve the Public Works Direction Position

14. **SUBJECT:** Update on Financial Issues

Recommendation: Informational Item Only

F. Public Forum

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

G. City Manager's Report

H. City Attorney's Report

I. City Council Communications

J. Closed Session

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

16. Conference with real property negotiator Government Code Section 54956.8
Property: APN's 378-290-49T; 378-290-50T; 378-290-51T; 378-290-52T; 378-290-53T
City Negotiator: City Manager
Negotiating Parties: Estrada Real Estate Corp. and Terra Nova Development
Under Negotiation: Price and Terms of Payment.

17. Conference with real property negotiator Government Code Section 54956.8
Property: 1 acre APN: 375-040-36T
City Negotiator: City Manager
Negotiating Parties: Enrique Lopez
Under Negotiation: Price and Terms of Payment
18. Conference with real property negotiator Government Code Section 54956.8
Property: Avenue 460 and Hills Valley Road
City Negotiator: City Manager
Negotiating Parties: Yamabe and Horn Engineering, Inc.
Under Negotiation: Price and Terms of Payment

K. Reconvene City Council Meeting

L. Adjournment

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

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

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Esperanza Rodriguez, Council Member

Roy Rodriguez, Council Member

Josie Cervantes, Council Member

WEDNESDAY, MARCH 13, 2019 - 6:30 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Victor P. Lopez
Mayor Pro Tem Diana Guerra Silva
Councilmember Roy Rodriguez
Councilmember Josie Cervantes (Absent)
Councilmember Esperanza Rodriguez

STAFF PRESENT: Financial Consultant/Interim City Manager Rudy Hernandez
Police Chief, Marty Rivera
City Attorney, Dan McCloskey
City Clerk June V. Bracamontes

INVOCATION: Mayor Pro Tem Diana Guerra Silva

FLAG SALUTE: Mayor Victor P. Lopez

B. Confirmation of Agenda

No Changes.

C. Consent Calendar

1. City Council Minutes of February 13, 2019
2. City Council Minutes of February 27, 2019
3. City Warrants (043247-044057)

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman R. Rodriguez, Council approved the Consent Calendar as presented.

Yes: Lopez, Silva, R. Rodriguez, E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

D. Administration

Chief of Police:

4. **SUBJECT:** Monthly Activity Report presented by Chief of Police, Marty Rivera

Recommendation: Informational Item Only

Chief of Police, Marty Rivera, presented the following:

- Staff Levels
- Vehicles
- Events
- Explorer Program
- Grants
- MK 43
- Training
- Cameras
- February 2019 Monthly Statistics

Interim City Manager:

5. **SUBJECT:** Implementation of Water and Sewer Rate Increases as approved on January 10, 2018 under Resolution No. 2018-02. Effective date of Water and Sewer Rates Increases shall be April 1, 2019

Per Mayor Lopez Item to be discussed at the next City Council Meeting.

E. 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.

Mayor Pro Tem Silva had questions regarding water rates for the apartments. Per Mayor Lopez Item to be discussed at the next City Council Meeting.

Mr. Manuel Ferreira presented to Council the following

1. Member of the American Legion, regarding the American Legion Building. Building is need a major repair cost \$38,000 received \$27,000 and asking city if they can help donate.
2. Circus coming to town would like to use city property on April 30, 2019
3. Member of the Chamber of Commerce and would like to see if there is an office space at the Center, Southwest of the Building.

F. City Manager's Report

None

G. City Attorney's Report

None

H. City Council Communications

Councilwoman Esperanza Rodriguez:

None

Mayor Pro Tem Diana Guerra Silva:

None

Councilman Roy Rodriguez:

None

Mayor Victor P. Lopez:

Mayor met with California PGE representatives regarding Municipal Residential Solar and Energy Efficiency Program and would like Interim City Manager meet them.

I. Adjournment

Mayor Lopez adjourned the City Council Meeting at 7pm.

RESPECTFULLY SUBMITTED:

June V. Bracamontes, City Clerk

Mayor Victor P. Lopez

PRESENTED TO COUNCIL:

DATE: _____

ACTION: _____

- OFFICIAL USE ONLY -

Name: Ventura Stars Circus
(PLEASE PRINT)

Responsible Party: Fernando Ventura

Date Submitted: March 11, 2019

FINANCE DEPARTMENT:

APPLICATION FEE PAID: YES (☒) DATE 3/11/19

FEES PAID: YES (☐) AMOUNT: _____ DATE _____

DEPOSIT PAID: YES (☐) AMOUNT _____ DATE _____

INSURANCE CERTIFICATE OF LIABILITY:

RECEIVED: YES (☒) DATE RECEIVED: 3/11/19

SECURITY REQUIRED: SET UP RECEIVED: PROFF OF RESIDENCY:

YES (☐) NO (☒) YES (☒) NO (☐) YES (☐)

SECURITY COMPANY INFORMATION RECEIVED: YES (☐)

SOUND EQUIPMENT: YES (☒) NO (☐)

APPLICATION REQUEST:

GANTED (____): DATE: _____

DENIED (____): DATE: _____

IF DENIED REASON:

CITY MANAGER _____ DATE _____

(Signature)

CITY OF ORANGE COVE

FACILITY USE APPLICATION

This application form is to be filled out and returned to the Orange Cove City Hall with all appropriate material and signatures prior to the City Manager's approval. (Note: if an organization is making application please note the position of the individual making application such as, President, Chairman etc.).

Please review all the attached documents for Fee Schedules and regulations and sign where needed.

(PLEASE PRINT)

NAME/ORGANIZATION: Ventura Stars Circus

REPRESENTATIVE: Gerson Grajales

MAILING ADDRESS: 7016 panhurst ave

CITY: las Vegas ZIP: 89145

CONTACT PHONE: 702-677-4937 or 702-245-8098

DATE(S) OF USE: May 23 To May 27

NATURE OF USE: _____

TIME OF USE: FROM 7:00^{am} AM/PM TO 9:00^{pm} AM/PM (NOTE: HOURS OF OPERATION SHALL NOT EXCEED 12:00 MIDNIGHT UNLESS APPROVED BY THE CITY MANAGER AND THE CITY COUNCIL)

SET UP/DECORATING DATE May 22 TIME: FROM 8:00^{am} TO 9:00^{pm}

EXPECTED ATTENDANCE: 350

RECEIVED

MAR 11 2019

City of Orange Cove
Accounting Clerk

ADDITIONAL INFORMATION:

FACILITY REQUIRED:

- ☐ ORANGE COVE COMMUNITY CENTER
- ☐ CLASS ROOM AREA OF 480 SF @\$43.20 PER DAY
- ☐ GENE WELCH PARK (Behind Orange Cove Community Center)
- ☐ J.O. EATON PARK
- ☐ SHERIDIAN PARK

☒ OTHER (PLEASE SPECIFY) Empty lot corner
Park Blvd & Rail Rd

INSURANCE REQUIRED:

NAME OF INSURANCE COMPANY: ACORD

**** THE CITY OF ORANGE COVE REQUIRES THAT YOU PROVIDE A CERTIFICATE OF INSURANCE SHOWING THE CITY OF ORANGE COVE AS AN ADDITIONAL INSURED.

**** INSURANCE CAN BE PURCHASED THROUGH THE CITY OF ORANGE COVE, FOR AN ADDITIONAL FEE. RATES WILL VARY WITH EACH EVENT AND EACH YEAR. *INSURANCE WILL NEED TO BE PROVIDED WITH APPLICATION WHEN SUBMITTED BEFORE THE DATE CAN BE PLACED ON THE CITY CALENDAR.*

PROCESSING FEE: A \$35.00 non-refundable processing fee must accompany the facility application.

- FOR OFFICAL USE -

**FACILITY USE
FEES PAID**

Initial

Application Fee:	paid 3/11/19	\$35.00
Park Rental Fee:		
Cleaning Deposit:		
Community Center Fee:		
Funeral Reception:		
Non-Profit Fee		
Set Up / Clean Up Fee		
Decorating/Rehearsal Fee		

TOTAL FEE PAID

FEE REIMBURSED

Cleaning Deposit:	

Refund Date: _____

LIABILITY INSURANCE

The City of Orange Cove and our insurance carrier requires that persons using city owned facilities provide adequate liability insurance coverage for the City and the user against claims for damages and money.

A Certificate of Insurance showing that adequate coverage is in effect must be on file with the City prior to the issuance of a final approval for the event.

The Lessee shall save, keep and hold harmless the City of Orange Cove, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may arise or be set up because of damages to property or personal injury received by reason or in the course of use which may be occasioned by any willful or negligent act or omission of the Lessee, any of the Lessee's employees or guest.

The City of Orange Cove will not be held liable for any accident, loss or damage.

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

Signature of Applicate or Representative:

 Date March 11-19

Printed Name:

Gerson Grajales

Position: Representative

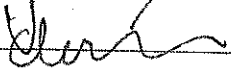
CITY OF ORANGE COVE UNIFORMED SECURITY GUARD REQUIREMENTS

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

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

Private security companies are listed in the telephone directory; internet, and on the State web site www.bsis.ca.gov

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

Signature:  Date: 3/11/19

SMOKING POLICY

I understand that in accordance with State Law and Orange Cove City Ordinance #284:

SMOKING IS PROHIBITED IN PUBLIC BUILDING, IN CITY PARKS, PLAYGROUNDS, INDOOR OR OUTDOOR RECREATIONAL FACILITIES AND WITHIN 20 FEET OF A DOOR WAY OR WINDOW THAT OPENS OF ANY PUBLIC BUILDING.

Please initial: G. G

FIRE EXTINGUISHERS

Fire extinguishers and local fire alarms (if within a building) are to be only in case of a fire only. Any misuse or tampering of the fire equipment can result in a fine.

IN CASE OF FIRE OR EMERGENCY PLEASE CONTACT 9-1-1

Please initial: G. G

AGREEMENT OF CITY RULES AND REGULATIONS

I (print) Ventur Stars Circus on behalf of my organization/group agree that we will follow all the rules, regulations and policies of the City of Orange Cove and the Orange Cove Police Department for the use of the facility requested. I understand that I/We are responsible for any, and all repair cost for damages to the building, parks, equipment and surrounding area.

Please initial: G. G

CITY OF ORANGE COVE

DANCE POLICY

All dances with or without alcohol are required to have a security guard!

The City of Orange Cove and the Orange Cove Police Department requires security guard(s) at all events during dinner and/or dance with or without alcohol.

Applicants for dinner/dances must show a valid photo ID that they are at least twenty-one (21) years of age.

The requirement is **one (1) uniformed security guard for every fifty (50) people.**

The Security Guard firm shall be licensed with the City and approved by the Police Department. The Security Guard firm shall have the proper insurance and bonding.

A signed contract with the Private Security will be required before the application is approved.

The City of Orange Cove will review all applications to determine, if any, private security will be required and the number of guards required. In making the determination the type of event, location, number of attendees will be considered by the City.

EVENTS WITH FOOD AND ALCOHOL POLICY

Events **with Alcohol** must provide the City with a permit from the Alcohol Beverage Control (ABC) ten (10) days prior to the event. **(If the permit is not received the applicant will forfeit the \$35 processing fee and might be required to submit a new application.)**

Events **with food** may be required to obtain a Food Permit through Fresno County Health Department. A copy of the Health Department Permit must be provided to the City prior to the issuance of the Facility Permit.

CITY OF ORANGE COVE

AGREEMENT OF POLICIES AND FEES

I have reviewed the City of Orange Cove's Facilities policies and fee schedule and I agree to follow all the policies as set forth.

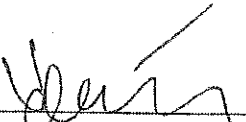
I understand that the City of Orange Cove will not be held responsible for items brought to this activity that might be lost, stolen or damaged. This includes damage or loss due to any mechanical failures that may occur. And that, as the representative of the Lessee, agree that we shall hold harmless the City of Orange Cove, its officers, agent, employees and volunteers.

NOTE: Rates and Fees are subject to change upon City Council approval. In addition City Sponsored events will take precedence and may bump other reserved events.

THE DEPOSIT IS DUE WHEN THE APPLICATION IS SUBMITTED.

ALL FEES ARE DUE WITHIN TEN (10) WORKING DAYS OF THE ACTIVITY DATED.

THE DEPOSIT AND FEES ARE NOT REFUNDABLE IS THE EVENT IS CANCELLED WITHIN THIRY (30) DAYS PRIOR TO THE EVENT.



Representative of Lessee

3/11/19
Date

Lessee

City of Orange Cove
FACILITY RENTAL RATES

PARKS

FACILITY RATES

EXHIBIT A

Senior Center Building

No activity is permitted unless approved by City Manager

J.O. Eaton Park

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

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

Sheridan Park

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

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

Gene Welch Park – behind Orange Cove Community Center

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

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

\$50.00 Deposit for key / Gene Welch Park

FUNERAL RECEPTIONS SPECIAL RATES

(Resolution No. 2013-02)

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

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

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

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

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

Fees waived only for Orange Cove Residents

ORANGE COVE COMMUNITY CENTER

RESIDENT:

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

NON-RESIDENT:

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

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

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

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

Non-Resident Non Profit Organization hourly rates are doubled

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

COMMERCIAL EVENTS:

Commercial Events:

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

SET UP & CLEAN UP FEES

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

ORANGE COVE COMMUNITY CENTER

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

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

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

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

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

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

Signature: _____

Date: _____

CITY OF ORANGE COVE

FACILITY RENTAL RATES

FUNERAL RECEPTIONS

CITY OF ORANGE COVE

FACILITY RENTAL RATES

COMMUNITY CENTER

MAXIMUM OCCUPANCY: The maximum occupancy for any event in the Community Center Gymnasium **SHALL BE NOT MORE THAN 455 PERSONS.** (There will be No Exceptions and more than that number could cause the City to close the event down.)

AVAILABLE CHAIRS AND TABLES: There are 450 chairs and 40 tables available. Tables seat eight (8) persons.

Notice

Regarding Community Center Use

1. Due to water leaks the **KITCHEN AREA** and other parts of the Community Center **are not** usable. This means that all food has to be prepared and items cleaned off-site. **THE KITCHEN CANNOT BE USED.**
2. The City is in the process of determining the amount to reconstruction that will need to be done. As we presently do not have a time-frame **all persons renting the Center must be aware that the Center may be needed to be closed.** In the event that the center will need to be closed the City will work with all parties so that notice will be given in enough time to rearrange

Sincerely,

The City of Orange Cove

559-626-4653 #211

NOTICE

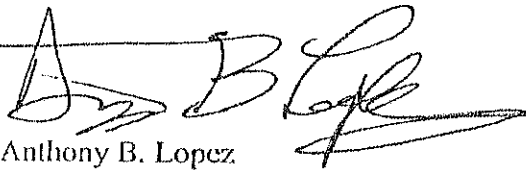
Regarding Community Center Use

1. A.C unit not working properly.

Due to A.C unit not working properly at The Community Center, The City of Orange Cove will not be liable for any illness or sickness due to overheat or heat stress.

2. The City is aware that the A.C unit does not work properly and is in the process of determining a time and date to fix unit. As we presently do not have a time-frame all persons renting The Community Center must be aware that the Center may be closed for repairs. In the event that The Community Center will need to be closed the City will work with all parties so that notices will be given in enough time to rearrange events.

Sincerely,



Anthony B. Lopez

City Interim Manager

I Understand, acknowledge that The City of Orange Cove has made me aware of the A.C unit not working properly at the Community Center and that I will take full responsibility of any consequence due to heat stress or heat illnesses.

X _____
Sign

Date

City of Orange Cove

SOUND AMPLIFICATION

The City Ordinance regulates noise within the City Limits (Chapter 12.08.010-12.08-080).

The Ambient Noise has been determined:

<u>DISTRICT</u>	<u>TIME</u>	<u>SOUND LEVEL DECIBLES</u>
Residential	10pm to 7 am	50
Residential	7am to 10 pm	55
Commercial	10pm to 7 am	60
Commercial	7am to 10 pm	70
Industrial	anytime	75

APPLICATION

The Police Chief shall within five (5) working days either approve or disapprove of this application

(Print)

Name of Owner and Operator: Fernando Ventura

Address: 7016 Oathurst ave Las Vegas NV 89145

Contact Phone: 702-245-7798

General description of sound amplifying equipment to be used: a regular
Sound System of DJ

Dates and Times to be used: May 23 to 27 Times 4:30pm to 9:00 pm

Purpose for which sound equipment is to be used: CIRCUS

FACILITIES PERMIT

Name of Lessee:

Ventura Stars Circus
has made a facilities application and been granted use of the following Orange
Cove City facility:

Park Blvd & Rail Road Corner lot

On the date(s) of: May 23 to May 27

For the Hours of: 7:00pm to 9:00pm

Set up: Yes (☒); No (☐)

Time/Date: 8:00am to 9:00pm / May 22, 2019

Security is to be present: Yes (☐); No (☒)

Alcohol served: Yes (☐); No (☒)

Dancing: Yes (☐); No (☒)

Food Served: Yes (☒); No (☐)

Sound Application: Yes (☒); No (☐)

City Representative

Date

SOUND AMPLIFICATION

PERMIT

As Police Chief of the City of Orange Cove (or designee) :

☒ Approve the Sound Permit for Circus to be held on May 23 to May 27 between the hours of 7pm to 9pm.

☐ Denied the Sound Permit for _____.

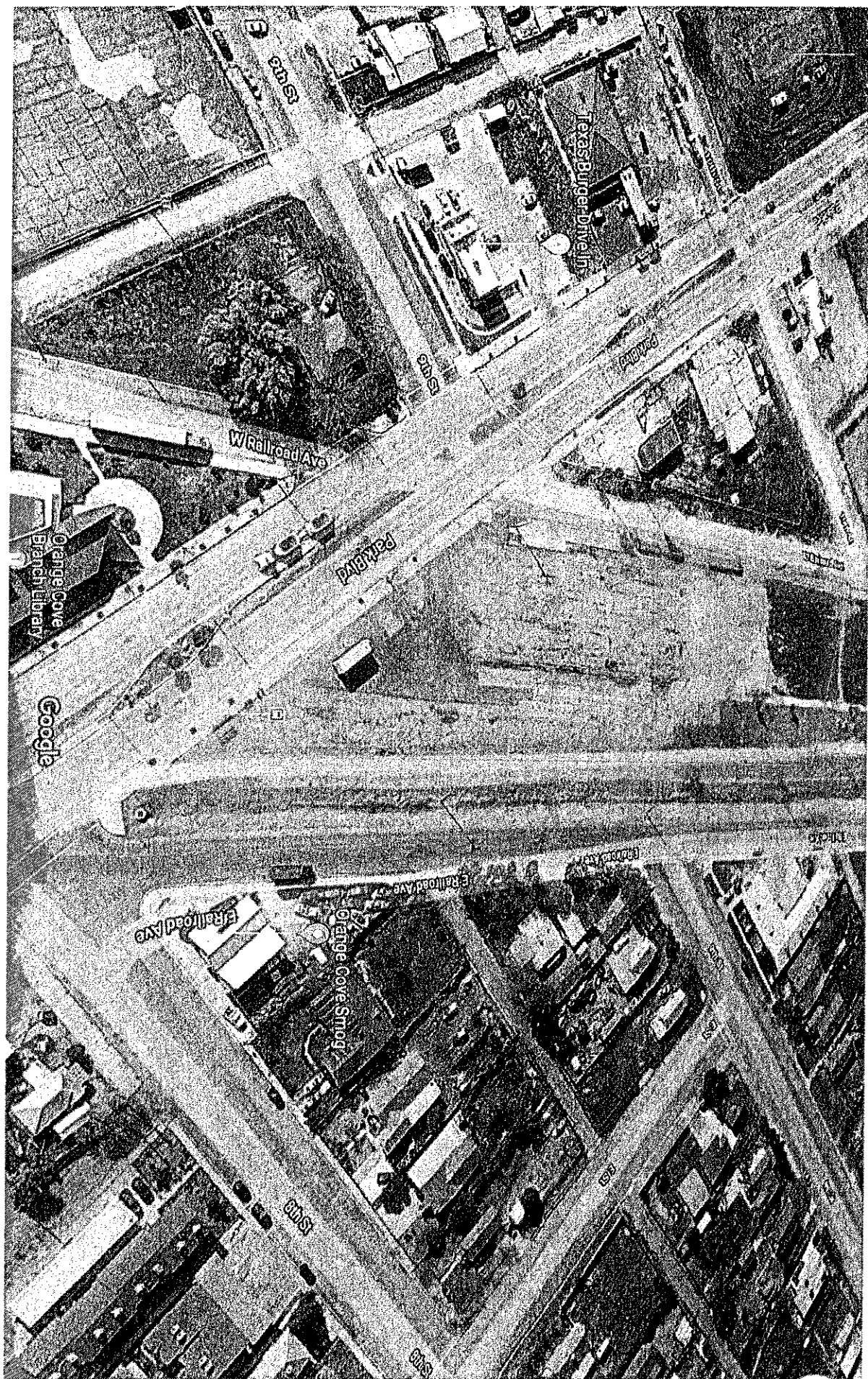
The Reason for my denial:

___ Use of this equipment would constitute a detriment to traffic or pedestrian safety; or

___ Use of this equipment would constitute a noise nuisance; or

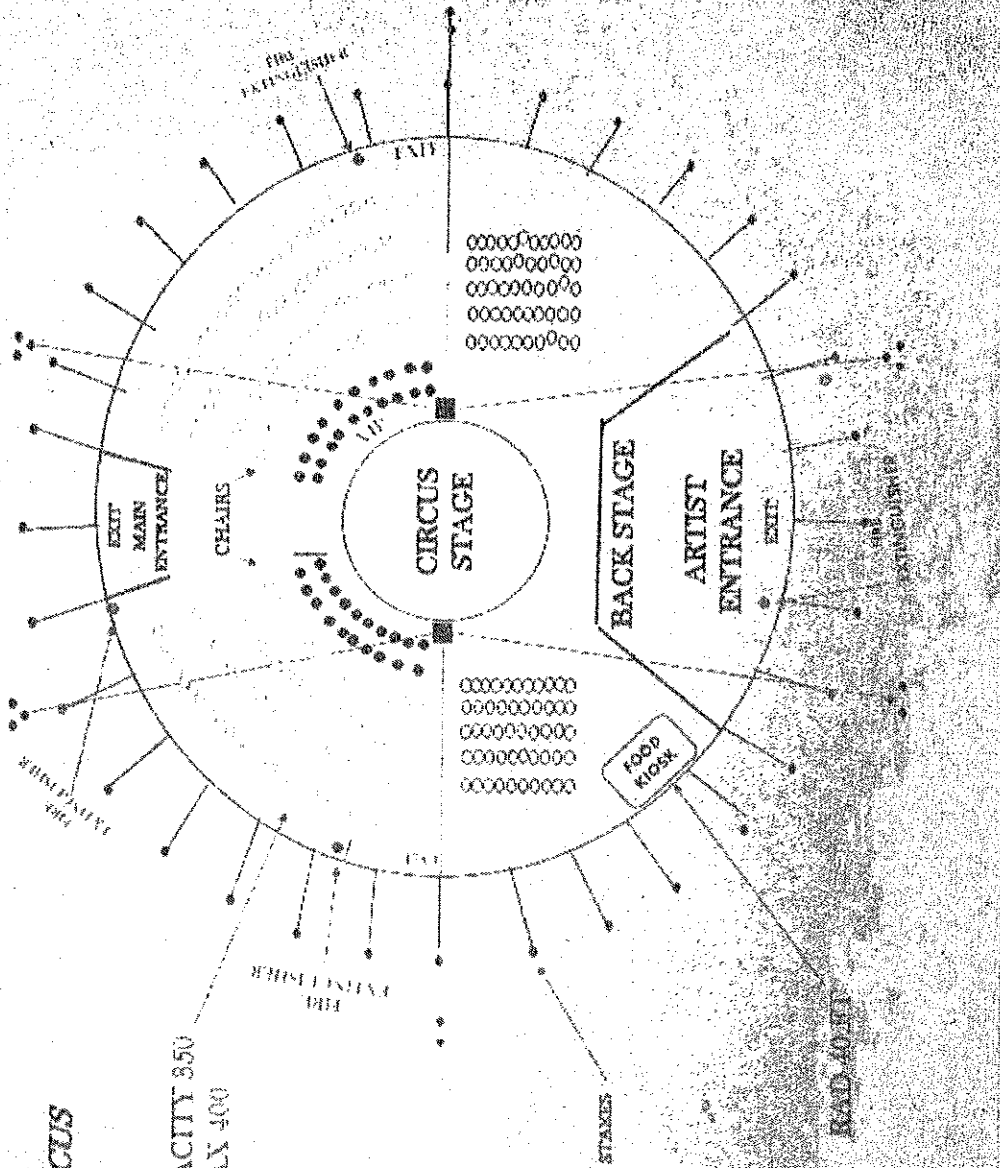
Police Chief

Date



VENTURA STARS CIRCUS FLOOR PLAN

CAPACITY 350
MAX 400



RAD 40FT

HEIGHT



CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

REGISTERED FLAME RESISTANT PRODUCT

Product:

MEGAFLEX 800

Registration No.

F-87001

Product Marketed By:

MEMBRANAS PLASTICAS INTERNACIONALES, S.A
KM. 10.5 CARRET. SAN LUIS, MEXICALI
BAJA CALIFORNIA, MEXICO

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.


Deputy State Fire Marshal

Expire: 6/30/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Specialty Insurance Agency Performers of the U.S. P.O. Box 24 New Richmond, WI 54017	CONTACT NAME: Stephanie Weiss PHONE (A/C, No, Ext): 715-246-8908 FAX (A/C, No): 715-246-4257 E-MAIL ADDRESS: certs@specialtyinsuranceagency.com
INSURED Fernando Gonsales Potenza dba Ventura Circus Co. 7016 Oakhurst Avenue Las Vegas, NV 89145	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company NAIC # 35378 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	2CN0163-19590	12/01/2018	11/30/2019	EACH OCCURRENCE \$ 3,000,000
	DAMAGE TO RENTED PREMISES (Each occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 3,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (Type, describe under DESCRIPTION OF OPERATIONS below)						\$
A	BUSINESS PERSONAL PROPERTY - INLAND MARINE						AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PERFORMER IS A NAMED INSURED AS A MEMBER OF PERFORMERS OF THE U.S.:
Fernando Gonsales Potenza dba Ventura Circus Co.

CERTIFICATE HOLDER

CANCELLATION

Fernando Gonsales Potenza dba Ventura Circus Co. 7016 Oakhurst Avenue Las Vegas, NV 89145	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Stephanie Weiss</i>

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F A X

**Saint Isidore the Farmer
Catholic Church**

Pastor: Rev. Pedro Umaña

480 Adams Ave.

Orange Cove, CA. 93646

Phone: (559) 626-4943

Fax: (559) 626-4648

E-mail: Stisidore3802@sbcglobal.net

To: City Hall

Phone Number: (559) 626-4488

Fax Number:

From: Albertina Loera

Phone Number: (559) 626-4943

Fax Number: (559) 626-4648

Date: February 7, 2017

Regarding:

Procession of the Via Crucis (Stations of the Cross)

Number of Pages: 1

Message:

This is regards to our annual Good Friday (Via Crucis) Live stations of the Cross procession

Date: April 14, 2017

Time: 5:30pm- 6:30pm

Place: The procession will be from Eaton Park Walking through Park Boulevard and ending at our Church Saint Isidore the Farmer Church.

We estimate about 350 people attending.

If you need anything else from us, please let us know so we can take care of this as soon as possible. Thank you for your time, should you have any questions please give us a call back.

Albertina Loera

Parish Secretary

Saint Isidore the Famer Catholic Church



RECEIVED

MAR 18 2019

City of Orange Cove
Accounting Clerk

REQUEST FOR FEE WAIVER

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

I am requesting a fee waiver for the following facility.

4/28/19- Community Outreach
6/23/19 Iglesia Bethel
9/22/19 Raul Rangel

J.O. Eaton Park

Date of Event: April 28/ June 23/ Sept. 22

Date of Next Council Meeting (Must be at least 7 days from application): 3/27/2019

The reason for my request for a waiver: Esto que se va a

He var acabo es para toda la comunidad
De Orange Cove BA AVER comida gratis
BeBida NO enbrigantes y palabra de DIOS

TO BE COMPLETED BY STAFF:

ESTIMATED COST TO CITY: \$ 485.00 →

3 days - \$ 125.00 each day
3 days - \$ 25.00 each day cleaning
35.00 Application fee

WAIVED COST: _____

CITY COUNCIL ACTION:

APPROVED

DENIED

Notification of applicant of council action:

Notified by: _____ Date _____

- OFFICIAL USE ONLY -

Name: Iglesia Bethel de Maravillasoes mi Dios
(PLEASE PRINT)

Responsible Party: Raul Rangel / Ramon

Date Submitted: March 18, 2019

FINANCE DEPARTMENT:

APPLICATION FEE PAID: YES () DATE _____

FEES PAID: YES () AMOUNT: _____ DATE _____

DEPOSIT PAID: YES () AMOUNT _____ DATE _____

INSURANCE CERTIFICATE OF LIABILITY:

RECEIVED: YES () DATE RECEIVED: _____

SECURITY REQUIRED:

SET UP RECEIVED:

PROFF OF RESIDENCY:

YES () NO (X) YES (X) NO () YES ()

SECURITY COMPANY INFORMATION RECEIVED: YES ()

SOUND EQUIPMENT: YES (X) NO ()

APPLICATION REQUEST:

GANTED (): DATE: _____

DENIED (): DATE: _____

IF DENIED REASON:

CITY MANAGER _____ DATE _____

(Signature)

- FOR OFFICAL USE -

FACILITY USE
FEES PAID

Initial

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

FEE REIMBURSED

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

Refund Date:

FACILITY RATES

EXHIBIT A

Senior Center Building

No activity is permitted unless approved by City Manager

J.O. Eaton Park

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

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

Sheridan Park

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

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

Gene Welch Park – behind Orange Cove Community Center

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

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

\$50.00 Deposit for key / Gene Welch Park

FUNERAL RECEPTIONS SPECIAL RATES (Resolution No. 2013-02)

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

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

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

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

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

Fees waived only for Orange Cove Residents

City of Orange Cove

SOUND AMPLIFICATION

The City Ordinance regulates noise within the City Limits (Chapter 12.08.010-12.08-080).

The Ambient Noise has been determined:

<u>DISTRICT</u>	<u>TIME</u>	<u>SOUND LEVEL DECIBELS</u>
Residential	10pm to 7 am	50
Residential	7am to 10 pm	55
Commercial	10pm to 7 am	60
Commercial	7am to 10 pm	70
Industrial	anytime	75

APPLICATION

The Police Chief shall within five (5) working days either approve or disapprove of this application

(Print)

Name of Owner and Operator: Raul Rangel

Address: 19372 E. South Ave Reedley, CA 93654

Contact Phone: (559) 356-2660

General description of sound amplifying equipment to be used: Outreach to the community, music and communication

Dates and Times to be used: April 28, June 23, Sept 22, 2013

Purpose for which sound equipment is to be used: To do an outreach in

Orange Cove

FACILITIES PERMIT

Name of Lessee:

Iglesia Bethel de Maravillosa es Mi Dios
has made a facilities application and been granted use of the following Orange
Cove City facility:

On the date(s) of: _____

For the Hours of: _____

Set up: Yes ☐; No ☐

Time/Date: _____

Security is to be present: Yes ☐; No ☒

Alcohol served: Yes ☐; No ☒

Dancing: Yes ☐; No ☐

Food Served: Yes ☒; No ☐

Sound Application: Yes ☐; No ☐

City Representative

Date

SOUND AMPLIFICATION

PERMIT

As Police Chief of the City of Orange Cove (or designee) :

(☐) **Approve** the Sound Permit for _____ to be held on _____ between the hours of _____.

(☐) **Denied** the Sound Permit for _____.

The Reason for my denial:

___ Use of this equipment would constitute a detriment to traffic or pedestrian safety; or

___ Use of this equipment would constitute a noise nuisance; or

Police Chief

Date

CITY OF ORANGE COVE
FACILITY USE APPLICATION

This application form is to be filled out and returned to the Orange Cove City Hall with all appropriate material and signatures prior to the City Manager's approval. (Note: if an organization is making application please note the position of the individual making application such as, President, Chairman etc.).

Please review all the attached documents for Fee Schedules and regulations and sign where needed.

(PLEASE PRINT)

NAME/ORGANIZATION: Iglesia Bethel de Maravilloso es mi Dios

REPRESENTATIVE: Pastor Raul Rangel

MAILING ADDRESS: 19372 E. South Ave

CITY: Reedley ZIP: 93654

CONTACT PHONE: (559) 356-2660 (Spanish) (559) 726-9797 (English) Leana Rangel

DATE(S) OF USE: April 28, June 23, Sept 22 RPS

NATURE OF USE: To do an Outreach to the Community of Orange Cove

TIME OF USE: FROM 11:00 AM/PM TO 3:00 AM/PM (NOTE: HOURS OF OPERATION SHALL NOT EXCEED 12:00 MIDNIGHT UNLESS APPROVED BY THE CITY MANAGER AND THE CITY COUNCIL)

SET UP/DECORATING DATE _____ TIME: FROM _____ TO _____

EXPECTED ATTENDANCE: 200 RPS

(559) 305-3661 Ramon

RECEIVED

MAR 18 2019

City of Orange Cove
Accounting Clerk

ADDITIONAL INFORMATION:

FACILITY REQUIRED:

☒ ORANGE COVE COMMUNITY CENTER

☐ CLASS ROOM AREA OF 480 SF @\$43.20 PER DAY

☒ GENE WELCH PARK (Behind Orange Cove Community Center)

☒ J.O. EATON PARK *R.P.S*

☒ SHERIDIAN PARK

☐ OTHER (PLEASE SPECIFY) _____

INSURANCE REQUIRED:

NAME OF INSURANCE COMPANY: _____

****** THE CITY OF ORANGE COVE REQUIRES THAT YOU PROVIDE A CERTIFICATE OF INSURANCE SHOWING THE CITY OF ORANGE COVE AS AN ADDITIONAL INSURED.**

****** INSURANCE CAN BE PURCHASED THROUGH THE CITY OF ORANGE COVE, FOR AN ADDITIONAL FEE. RATES WILL VARY WITH EACH EVENT AND EACH YEAR. *INSURANCE WILL NEED TO BE PROVIDED WITH APPLICATION WHEN SUBMITTED BEFORE THE DATE CAN BE PLACED ON THE CITY CALENDAR.***

PROCESSING FEE: A \$35.00 non-refundable processing fee must accompany the facility application.

LIABILITY INSURANCE

The City of Orange Cove and our insurance carrier requires that persons using city owned facilities provide adequate liability insurance coverage for the City and the user against claims for damages and money.

A Certificate of Insurance showing that adequate coverage is in effect must be on file with the City prior to the issuance of a final approval for the event.

The Lessee shall save, keep and hold harmless the City of Orange Cove, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may arise or be set up because of damages to property or personal injury received by reason or in the course of use which may be occasioned by any willful or negligent act or omission of the Lessee, any of the Lessee's employees or guest.

The City of Orange Cove will not be held liable for any accident, loss or damage.

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

Signature of Applicate or Representative:

x Raul Rangel Date 11-23-18

Printed Name:

Raul Rangel

Position: Paster

CITY OF ORANGE COVE UNIFORMED SECURITY GUARD REQUIREMENTS

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

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

Private security companies are listed in the telephone directory, internet, and on the State web site www.bsis.ca.gov

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

Signature: _____ Date: _____

SMOKING POLICY

I understand that in accordance with State Law and Orange Cove City Ordinance #284:

SMOKING IS PROHIBITED IN PUBLIC BUILDING, IN CITY PARKS, PLAYGROUNDS, INDOOR OR OUTDOOR RECREATIONAL FACILITIES AND WITHIN 20 FEET OF A DOOR WAY OR WINDOW THAT OPENS OF ANY PUBLIC BUILDING.

Please initial: X R R

FIRE EXTINGUISHERS

Fire extinguishers and local fire alarms (if within a building) are to be only in case of a fire only. Any misuse or tampering of the fire equipment can result in a fine.

IN CASE OF FIRE OR EMERGENCY PLEASE CONTACT 9-1-1

Please initial: X R R

AGREEMENT OF CITY RULES AND REGULATIONS

I (print) Raul Rangel on behalf of my organization/group agree that we will follow all the rules, regulations and policies of the City of Orange Cove and the Orange Cove Police Department for the use of the facility requested. I understand that I/We are responsible for any, and all repair cost for damages to the building, parks, equipment and surrounding area.

Please initial: X R R

CITY OF ORANGE COVE

DANCE POLICY

All dances with or without alcohol are required to have a security guard!

The City of Orange Cove and the Orange Cove Police Department requires security guard(s) at all events during dinner and/or dance with or without alcohol.

Applicants for dinner/dances must show a valid photo ID that they are at least twenty-one (21) years of age.

The requirement is **one (1) uniformed security guard for every fifty (50) people.** The Security Guard firm shall be licensed with the City and approved by the Police Department. The Security Guard firm shall have the proper insurance and bonding.

A signed contract with the Private Security will be required before the application is approved.

The City of Orange Cove will review all applications to determine, if any, private security will be required and the number of guards required. In making the determination the type of event, location, number of attendees will be considered by the City.

EVENTS WITH FOOD AND ALCOHOL POLICY

Events **with Alcohol** must provide the City with a permit from the Alcohol Beverage Control (ABC) ten (10) days prior to the event. **(If the permit is not received the applicant will forfeit the \$35 processing fee and might be required to submit a new application.)**

Events **with food** may be required to obtain a Food Permit through Fresno County Health Department. A copy of the Health Department Permit must be provided to the City prior to the issuance of the Facility Permit.

CITY OF ORANGE COVE

AGREEMENT OF POLICIES AND FEES

I have reviewed the City of Orange Cove's Facilities policies and fee schedule and I agree to follow all the policies as set forth.

I understand that the City of Orange Cove will not be held responsible for items brought to this activity that might be lost, stolen or damaged. This includes damage or loss due to any mechanical failures that may occur. And that, as the representative of the Lessee, agree that we shall hold harmless the City of Orange Cove, its officers, agent, employees and volunteers.

NOTE: Rates and Fees are subject to change upon City Council approval. In addition City Sponsored events will take precedence and may bump other reserved events.

THE DEPOSIT IS DUE WHEN THE APPLICATION IS SUBMITTED.

ALL FEES ARE DUE WITHIN TEN (10) WORKING DAYS OF THE ACTIVITY DATED.

THE DEPOSIT AND FEES ARE NOT REFUNDABLE IS THE EVENT IS CANCELLED WITHIN THIRY (30) DAYS PRIOR TO THE EVENT.

x Raul Rangel
Representative of Lessee

11-23-18
Date

Iglesia Bethel de Maravillosos es Mi Dios

Lessee

City of Orange Cove
FACILITY RENTAL RATES

PARKS

ORANGE COVE COMMUNITY CENTER

RESIDENT:

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

NON-RESIDENT:

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

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

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

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

Non-Resident Non Profit Organization hourly rates are doubled

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

COMMERCIAL EVENTS:

Commercial Events:

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

SET UP & CLEAN UP FEES

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

ORANGE COVE COMMUNITY CENTER

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

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

CITY OF ORANGE COVE

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

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

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

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

Signature: _____

Date: _____

CITY OF ORANGE COVE

FACILITY RENTAL RATES

FUNERAL RECEPTIONS

CITY OF ORANGE COVE

FACILITY RENTAL RATES

COMMUNITY CENTER

MAXIMUM OCCUPANCY: The maximum occupancy for any event in the Community Center Gymnasium **SHALL BE NOT MORE THAN 455 PERSONS.** (There will be No Exceptions and more than that number could cause the City to close the event down.)

AVAILABLE CHAIRS AND TABLES: There are 450 chairs and 40 tables available. Tables seat eight (8) persons.

Notice

Regarding Community Center Use

1. Due to water leaks the KITCHEN AREA and other parts of the Community Center are not usable. This means that all food has to be prepared and items cleaned off-site. THE KITCHEN CANNOT BE USED.
2. The City is in the process of determining the amount to reconstruction that will need to be done. As we presently do not have a time-frame all persons renting the Center must be aware that the Center may be needed to be closed. In the event that the center will need to be closed the City will work with all parties so that notice will be given in enough time to rearrange

Sincerely,

The City of Orange Cove

559-626-4653 #211

NOTICE

Regarding Community Center Use

1. A.C unit not working properly.

Due to A.C unit not working properly at The Community Center, The City of Orange Cove **will not** be liable for any illness or sickness due to overheating or heat stress.

2. The City is aware that the A.C unit does not work properly and is in the process of determining a time and date to fix unit. As we presently do not have a time-frame **all persons renting The Community Center must be aware that the Center may be closed for repairs.** In the event that The Community Center will need to be closed the City will work with all parties so that notices will be given in enough time to rearrange events.

Sincerely,



Anthony B. Lopez

City Interim Manager

I Raul Rangel, acknowledge that The City of Orange Cove has made me aware of the A.C unit not working properly at the Community Center and that I will take full responsibility of any consequence due to heat stress or heat illnesses.

x Raul Rangel

Sign

11-23-18

Date

ENGINEER'S REPORT

TO: CITY COUNCIL
FROM: ALFONSO MANRIQUE, PE
AM CONSULTING ENGINEERS, INC.
SUBJECT: PROJECT PROGRESS UPDATE
DATE: MARCH 27, 2019

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

1. Site Plan Reviews

a. Stars & Stripes Towing Yard

Final Grading Plan was approved on February 26, 2019, and the Applicant can proceed with obtaining a Grading Permit from the City.

b. Smog Shop

The Applicant submitted revised building plans on March 15, 2019. Comments were provided to the Applicant on March 15, 2019. City Engineer is currently waiting on Applicant to address comments.

2. FHWA Projects

a. 2015 ATP School Safety Improvements

The change orders that were presented and approved by City Council on February 27, 2019 have been executed. Due to the recent clear weather, construction crews have been making progress at three out of the four construction sites. The construction crews have begun to pour the concrete for crosswalks at 4th and B Street, 10th and J Street, and 11th and South Ave, as well as the sidewalk on the west side of 4th Street. On March 13, 2019, the contractor requested that the tree on the west side of the crosswalk on 4th and B Street be removed. To avoid additional costs, Public Works Department has proceeded with removing the tree.

3. Water Enterprise

a. Friant Kern Canal Shut-Down

The State has requested that the City provide an agreement with the Friant Water Users Authority (FWUA) to guarantee that enough residual flow will be in the Canal during the 2019 shutdown. The FWUA has the ability to control those residual flows by opening gates upstream of the City's intake. The FWUA has reviewed the draft Agreement and have provided edits to the City Engineer. The City Attorney is currently reviewing a FWUA's edits. Approval of the Agreement for Emergency Water Service has been included in tonight's council meeting agenda. The City Engineering has also prepared a Technical Memorandum to request funding for construction of the cofferdam, pump and pipe rental, and operator overtime.

b. Water Treatment Plant Improvements

The City has received a planning grant from the SWRCB to improve its water system by preparing designs and conducting environmental reviews for the expansion of the Water Treatment Plant, constructing an additional basin to increase storage capacity when the FKC is shutdown, and lining of the new and existing basins with a heavy plastic liner to prevent percolation. The additional area needed to construct the new basin is 9.56 acres of vacant land west of the current basins. The City has had an appraisal of the land and the City's land agent has submitted an offer to purchase the property for the appraised value. The Owner did not accept the appraised value and had a second appraisal performed. The land agent is working on submitting a counter offer to the land owner.

The City is eligible to receive up to \$5 million through the SWRCB. The City Engineer will also be applying to USDA to obtain additional funding for the project. To apply to the USDA, the City Engineer will need the City's FY 18/19 audited financial statements. Crawford and Bowen Planning has prepared the Mitigated Negative Declaration for this project. AM Consulting Engineers has reviewed the report and provided comments back to Crawford and Bowen Planning. The revised draft will be submitted to the SWRCB prior to circulation.

c. Contract for Temporary Water Service

Section 215 of the Reclamation Reform Act, Public Law 97-293 authorizes the United States Bureau of Reclamation (USBR) to provide temporary water service contracts (215 Contracts) for un-storable flood flows as a result of either an unusually large water supply not otherwise storable for the Central Valley Project purposes, or infrequent and otherwise unmanaged flood flows of short duration. The USBR has requested that the City Council approve a Contract for Temporary Water Service to accept non-storable flood flows from Millerton Lake during the 2019-20 water year. The City would be able to purchase this temporary water at a reduced price. Approval of the Contract for Temporary Water Service has been included in tonight's council meeting agenda.

4. Final Parcel Map No. 2018

City Engineer received the Final Parcel No. 2019-01 on March 8, 2018. The final map is currently being reviewed by the land surveyor and planner.

5. Community Center Repairs

Jesus Pelayo of Hedron Architecture, Design and Consulting has prepared a Technical Memorandum to summarize the improvements and cost estimates. Mr. Pelayo estimates the total costs of improvements to be \$688,440. The Technical Memorandum will be used to apply to the USDA for funding. A copy of Hedron's cost estimate is attached to this Engineering Report.

6. Water Infrastructure Improvements of the Nation (WIIN) Act

City Manager and City Engineer participated in a technical session on March 13, 2019.

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

The EDA's Investment Review Committee has conducted an initial review of the City's proposal for investment assistance to support the Park Avenue infrastructure. The Committee has determined that the City's proposal meets the minimum eligibility criteria and is worthy of additional consideration.

The City has been directed to submit a complete application by March 29, 2019. AM Consulting Engineers is currently working to submit the additional application documents requested by the Committee. The City's Code Enforcer is also acquiring signatures from the project beneficiaries.



Orange Cove Community Recreation Center

Opinion of Probable Costs

02-20-19

Background:

A site survey was conducted on February 7, 2019 for purposes of providing an Opinion of Probable Cost of improvements to the above referenced facility. The scope of work indicated in this report was provided by the Owner in anticipation of needed improvements to the facility to maximize leasability. The scope of work consists of the following:

- 1 Replacement of Complete Building Water supply system, inclusive of piping and plumbing fixtures.
- 2 Patching of existing walls and finishes as required to install new plumbing system.
- 3 Repair and replacement of finishes damaged by previous water leaks (ceiling tiles, floors and walls)
- 4 Replacement of floor and wall finishes where required due to age/wear
- 5 Repair of lobby floor tiles where damaged
- 6 Replacement of electrical lighting with new LED lamps and ballasts (existing fixture to remain).
- 7 Refinishing of acoustical wall panels at Gym areas, with new acoustic fabric.
- 8 Painting of interior walls
- 9 Painting of building exterior
- 10 Addition of ADA lift at stage for current code compliance
- 11 ADA parking modifications for current code compliance

Building: Cost Summary

Replace existing plumbing system (piping and fixtures with new)		\$175,000
(Refer to room list below for additional scope of work related to wall and ceiling repairs)		
Paint Exterior of Building		\$30,000
Site ADA Parking:		\$14,500
Restriping and new signage		
Modification of walkway areas for new ADA ramp		
Paving adjustments		
Building Room Breakdown (See table below for additional information and detail)		\$294,685
Floor Improvements	\$29,539	
Wall Improvements	\$56,191	
Ceiling Improvements	\$39,345	
Electrical Lighting Improvements	\$63,510	
Other/Misc:	\$106,100	
Subtotal		\$514,185
Contingency:	30%	\$154,255
Total Construction:		\$668,440

Assumptions:

- 1 No Hazardous abatement included within scope of work or opinion of probable costs.
- 2 No HVAC work is included within scope of work or opinion of probable costs.
- 3 Costs do not include "soft costs" related to architectural, engineering, survey, or test and inspection costs.
- 4 Should construction occur later than 1 year beyond the date of this report, appropriate cost escalation should be factored into probable costs.

Typical Cost Values (\$/SF)

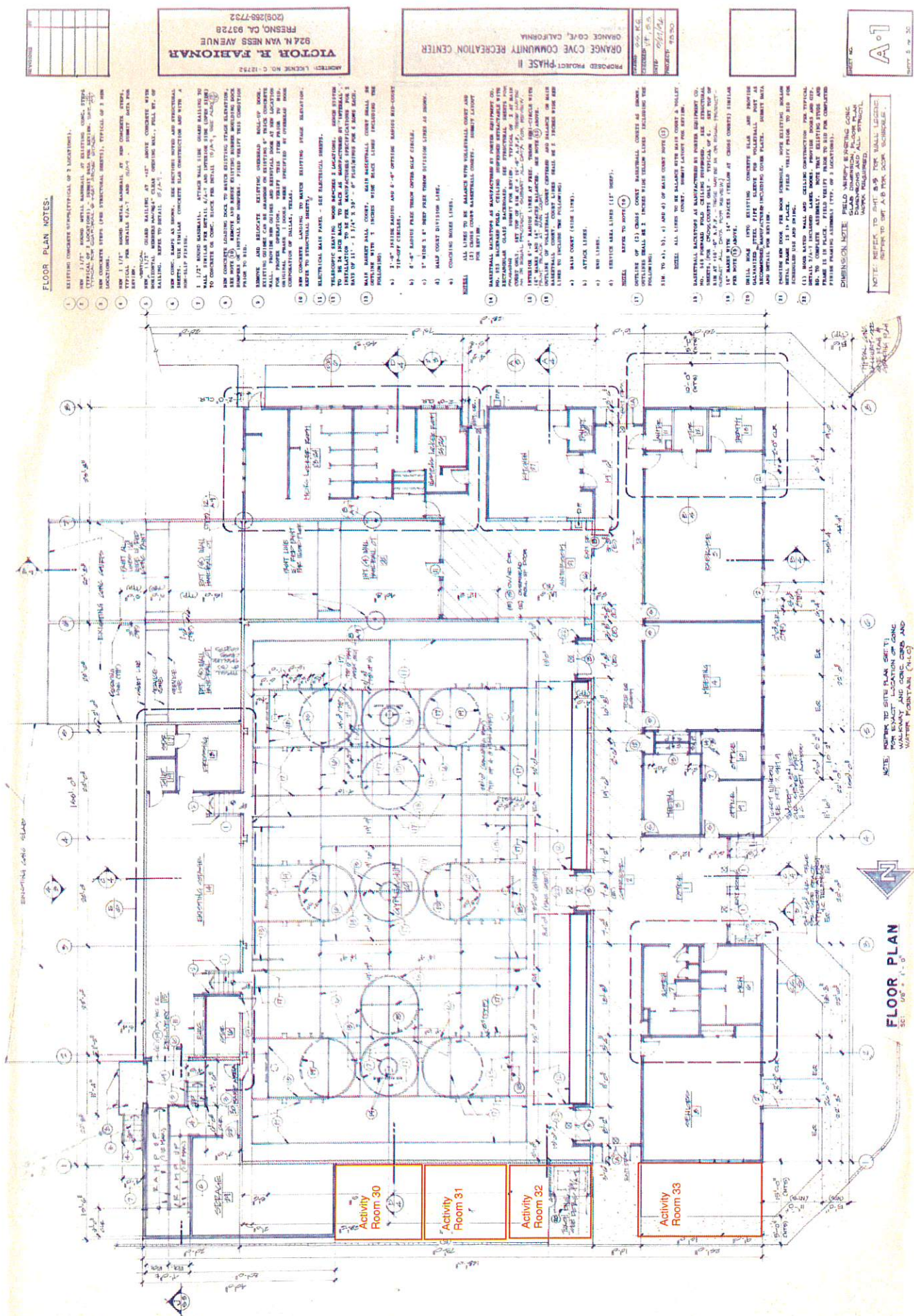
Where applicable, the following cost values (\$/SF) were used in generating the estimate of probable costs.

Floor: Replace damage floor tiles and floor tile base to match existing	\$0.75
Floor: Replace carpet and base with new	\$6.50
Floor: General Clean/seal floors	\$1.00
Walls: Paint	\$1.50
Walls: Patch tile walls and paint	\$3.50
Ceiling: Replace acoustical ceiling tiles with new	\$4.25
Ceiling: Paint	\$1.50
Electrical Light Fixtures: Replace light fixture lamps w/ LED	\$5.75

Building Room Breakdown:

Room #	Room Name	Quantity (Area, SF)	Unit Cost (\$/SF)	Subtotal Item	Total Room
1	Foyer	387			\$3,097
	Floor: Replace damage floor tiles and floor tile base to match existing		\$0.75	\$290	
	Walls: Existing Vinyl wallwaper, No work		\$0.00	\$0	
	Ceiling: Paint		\$1.50	\$581	
	Electrical Light Fixtures: Replace and/or remove ballast @ light fixture for lamps w/ LED		\$6.75	\$2,226	
	Other/Misc:		\$0.00	\$0	
2	Corridor	1584			\$17,023
	Floor: Replace damage floor tiles and floor tile base to match existing		\$0.75	\$1,188	
	Walls: No work		\$0.00	\$0	
	Ceiling: Replace acoustical ceiling tiles with new		\$4.25	\$6,730	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$6.75	\$9,105	
	Other/Misc:		\$0.00	\$0	
3	Meeting	208			\$4,292
	Floor: Replace carpet and base with new		\$6.50	\$1,336	
	Walls: Paint	600	\$1.50	\$900	
	Ceiling: Replace acoustical ceiling tiles with new		\$4.25	\$874	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$1,182	
	Other/Misc:		\$0.00	\$0	
4	Meeting	541			\$10,377
	Floor: Replace carpet and base with new		\$6.50	\$3,515	
	Walls: Paint	970	\$1.50	\$1,455	
	Ceiling: Replace acoustical ceiling tiles with new		\$4.25	\$2,298	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$3,109	
	Other/Misc:		\$0.00	\$0	
5	Exercise	840			\$15,620
	Floor: Replace carpet and base with new		\$6.50	\$5,482	
	Walls: Paint	1170	\$1.50	\$1,755	
	Ceiling: Replace acoustical ceiling tiles with new		\$4.25	\$3,571	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$4,832	
	Other/Misc:		\$0.00	\$0	
6	Men	196			\$8,482
	Floor: No work		\$0.00	\$0	
	Walls: Patch tile walls and paint	590	\$3.50	\$2,065	
	Ceiling: Paint		\$1.50	\$293	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$1,124	
	Other/Misc: Replace existing toilet partitions with new	1	\$5,000	\$5,000	
7	Women	198			\$10,431
	Floor: No work		\$0.00	\$0	
	Walls: Patch tile walls and paint	570	\$3.50	\$1,995	
	Ceiling: Paint		\$1.50	\$297	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$1,139	
	Other/Misc: Replace existing toilet partitions with new	1	\$7,000	\$7,000	
8	Seniors	632			\$11,971
	Floor: Replace carpet and base with new		\$6.50	\$4,107	
	Walls: Paint	1030	\$1.50	\$1,545	
	Ceiling: Replace acoustical ceiling tiles with new		\$4.25	\$2,686	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$3,633	
	Other/Misc:		\$0.00	\$0	
9	Office	136			\$2,941
	Floor: Replace carpet and base with new		\$6.50	\$881	
	Walls: Paint	470	\$1.50	\$705	
	Ceiling: Replace acoustical ceiling tiles with new		\$4.25	\$576	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$779	
	Other/Misc:		\$0.00	\$0	
10	Office	129			\$2,860
	Floor: Replace carpet and base with new		\$6.50	\$837	
	Walls: Paint	490	\$1.50	\$735	
	Ceiling: Replace acoustical ceiling tiles with new		\$4.25	\$547	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$741	
	Other/Misc:		\$0.00	\$0	
11	Janitor	45			\$261
	Floor: No work		\$0.00	\$0	
	Walls: No work		\$0.00	\$0	
	Ceiling: No work		\$0.00	\$0	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$261	
	Other/Misc:		\$0.00	\$0	
12	Storage	58			\$1,026
	Floor: No Work		\$0.00	\$0	
	Walls: Paint	300	\$1.50	\$450	
	Ceiling: Replace acoustical ceiling tiles with new		\$4.25	\$245	
	Electrical Light Fixtures: Replace light fixture lamps w/ LED		\$5.75	\$331	
	Other/Misc:		\$0.00	\$0	

13	Treatment			93			\$2,139
		Floor: Replace carpet and base with new			\$6.50	\$606	
		Walls: Paint	400		\$1.50	\$600	
		Ceiling: Replace acoustical ceiling tiles with new			\$4.25	\$397	
		Electrical Light Fixtures:			\$5.75	\$536	
		Other/Misc:			\$0.00	\$0	
14	Stage			815			\$28,835
		Floor: No work.			\$0.00	\$0	
		Walls: Paint	1100		\$1.50	\$1,650	
		Ceiling: No work			\$0.00	\$0	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$4,885	
		Other/Misc: Misc. patching at the ceiling	1		\$2,500	\$2,500	
		Other/Misc: Installation of ADA lift	1		\$20,000	\$20,000	
15	Delivery			150			\$1,314
		Floor: No work.			\$0.00	\$0	
		Walls: Paint	300		\$1.50	\$450	
		Ceiling: No work			\$0.00	\$0	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$864	
		Other/Misc:			\$0.00	\$0	
16	Storage			83			\$1,200
		Floor: No work			\$0.00	\$0	
		Walls: Paint	400		\$1.50	\$600	
		Ceiling: Paint			\$1.50	\$124	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$476	
		Other/Misc:			\$0.00	\$0	
17	Storage			38			\$649
		Floor: No work			\$0.00	\$0	
		Walls: Paint	250		\$1.50	\$375	
		Ceiling: Paint			\$1.50	\$57	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$217	
		Other/Misc:			\$0.00	\$0	
18	Dressing			179			\$3,768
		Floor: Replace carpet and base with new			\$6.50	\$1,165	
		Walls: Paint	540		\$1.50	\$810	
		Ceiling: Replace acoustical ceiling tiles with new			\$4.25	\$762	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$1,031	
		Other/Misc:			\$0.00	\$0	
19	Toilet			38			\$791
		Floor: Clean and Seal Floor			\$1.00	\$38	
		Walls: Patch and Paint	250		\$1.50	\$375	
		Ceiling: Replace acoustical ceiling tiles with new			\$4.25	\$161	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$217	
		Other/Misc:			\$0.00	\$0	
20	Gymnasium			7870			\$74,925
		Floor: No work			\$0.00	\$0	
		Walls: Paint	11550		\$1.50	\$17,325	
		Ceiling: No work.			\$0.00	\$0	
		Electrical Light Fixtures: No work.			\$0.00	\$0	
		Other/Misc: Resurface existing acoustic wall panels.	64		\$900.00	\$57,600	
21	Anteroom			745			\$8,210
		Floor: Replace existing damaged floor tiles with new to match existing.			\$0.75	\$559	
		Walls: Paint	1500		\$1.50	\$2,250	
		Ceiling: Paint			\$1.50	\$1,118	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$4,284	
		Other/Misc:			\$0.00	\$0	
22	Handball Court			809			\$8,747
		Floor: No work.			\$0.00	\$0	
		Walls: Paint	1820		\$1.50	\$2,880	
		Ceiling: Paint			\$1.50	\$1,214	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$4,653	
		Other/Misc:			\$0.00	\$0	
23	Mens Locker Room			361			\$12,309
		Floor: General Clean/seal floors			\$1.00	\$361	
		Walls: Patch and Paint existing tile and gypsum board walls due to plumbing.	1250		\$3.50	\$4,375	
		Ceiling: Patch, replace, and paint damaged gypsum board ceiling.	1		\$2,500	\$2,500	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$2,073	
		Other/Misc: Remove and reinstall lockers as required for plumbing repairs.	1		\$3,000	\$3,000	
24	Mens Toilet			237			\$11,303
		Floor: General Clean/seal floors			\$1.00	\$237	
		Walls: Patch and Paint existing tile and gypsum board walls due to plumbing.	630		\$4	\$2,205	
		Ceiling: Patch, replace, and paint damaged gypsum board ceiling.	1		\$2,500	\$2,500	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$1,362	
		Other/Misc: Replace toilet partitions (optional)	1		\$5,000	\$5,000	
25	Womens Locker Room			169			\$4,231
		Floor: General Clean/seal floors			\$1.00	\$169	
		Walls: Patch and Paint existing tile and gypsum board walls due to plumbing.	600		\$3.50	\$591	
		Ceiling: Patch, replace, and paint damaged gypsum board ceiling.	1		\$2,500	\$2,500	
		Electrical Light Fixtures: Replace light fixture lamps w/ LED			\$5.75	\$971	
		Other/Misc:			\$0.00	\$0	



Orange Cove Community Center: Floor Plan

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VICTOR R. FABIANOV
924 N. VAN NESS AVENUE
FRESNO, CA 93728
(208) 266-7732
ARCHITECT LICENSE NO. C-12252

ORANGE COVE COMMUNITY RECREATION CENTER
ORANGE COVE, CALIFORNIA
PROPOSED PROJECT PHASE II
DESIGNED BY R.C.
DRAWN BY J.C.
CHECKED BY J.C.
DATE 11/1/74
SHEET NO. 20

A-1
SHEET NO. 20 OF 20

FLOOR PLAN NOTES:

1. 1/2" THICK CONCRETE SLAB (TYPICAL) OF 3' LAYOUTS.
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99. 1/2" THICK CONCRETE SLAB (TYPICAL) OF 3' LAYOUTS.
100. 1/2" THICK CONCRETE SLAB (TYPICAL) OF 3' LAYOUTS.

NOTE: REFER TO SITE PLAN SET 11 FOR EXACT LOCATION OF CONC. FOUNDATION, WATER FOOTING, ETC.

FLOOR PLAN
SC 06-11-0

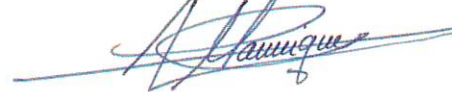


For the Meeting of: March 27, 2019

CITY OF ORANGE COVE

REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer 

Subject: 2019 Friant Kern Canal Shutdown Emergency Water Supply Agreement

Attachments: Resolution 2019- 15
2019 Friant Kern Canal Shutdown Emergency Water Supply Agreement

RECOMMENDATION:

Staff recommends that the City Council approve the attached Emergency Water Supply Agreement between the City and the Friant Water Authority (FWA) for providing domestic water supply to the City during the 2019 Friant Kern Canal (FKC) Shutdown and authorizing the City Manager to execute the Agreement.

EXECUTIVE SUMMARY:

During the 2019 Friant Kern Canal (FKC) Shutdown, the City intends to construct a cofferdam to contain "residual flows" in the canal and pump any contained flows into its raw water storage basins. The State of California Division of Drinking Water (DDW) is requesting that the City provide proof that the "residual flows" will be sufficient to supply the City during the 2019 FKC Shutdown. The attached Emergency Water Supply Agreement will require the Friant Water Authority (FWA) to increase flow in the FKC upstream from the City's cofferdam in order to meet the City's water demands.

BACKGROUND:

The Friant Water Authority (FWA) has informed the City that the Friant Kern Canal (FKC) will be dewatered for repairs from November 2019 to February 2020, and the City will have limited access to its regular domestic water supply at certain periods during the shutdown. The City has decided to construct a cofferdam in the FKC to contain "residual flows" in the canal and pump any contained flows into its raw water storage basins.

The FWA has the ability to control "residual flows" by opening or closing gates upstream from the City's cofferdam location. In the event that "residual flows" are insufficient to meet the City's demands, the FWA shall immediately, upon written notice from the City, increase flow in the FKC upstream from the City's cofferdam in an amount that is adequate to allow the City to pump from the upstream side of the cofferdam to the raw water storage basins. The Agreement shall terminate on the date that the 2019 FKC Shutdown ends and flows in the FKC are sufficient for the City to divert water through its intake structure.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the attached Resolution. Approval of the Emergency Water Supply Agreement will require FWA to increase flow in the FKC upstream from the City's cofferdam in order to meet the City's water demands during the 2019 FKC Shutdown.

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
X _____ Action Item
_____ Department Report
_____ Redevelopment Agency

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

RESOLUTION NO. 2019- 15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
APPROVING AN AGREEMENT BY AND BETWEEN
THE CITY OF ORANGE COVE AND FRIANT WATER AUTHORITY FOR
PROVIDING FOR DOMESTIC WATER SUPPLY DURING
CANAL REPAIRS AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

WHEREAS, the Friant Water Authority has determined that the Friant Canal needs to be repair during 2019 and would require a draining of the canal; and,

WHEREAS, the City of Orange Cove relies on the Friant Canal for the domestic water supply for the residents of the City; and

WHEREAS, the City Council of the City of Orange Cove has found that the repair of the Canal is in the best interests of the residents of the City and provide for a safe and reliable water supply ; and,

WHEREAS, the City and Authority have determined the safest and most effective means of repairing the canal while insuring the domestic water supply for the City; 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 _____ 2019, 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

**2019 FRIANT KERN CANAL SHUTDOWN
EMERGENCY WATER SUPPLY AGREEMENT**

This Emergency Water Supply Agreement ("Agreement") is effective as of _____, 2019 (the "Effective Date") and is between the City of Orange Cove ("City"), a California municipal corporation, and the Friant Water Authority ("FWA"), a California joint powers authority, hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the City's sole source of domestic water supply is the Friant Kern Canal ("FKC"); and

WHEREAS, the FWA operates and maintains the FKC; and

WHEREAS, the FWA has informed the City that from November of 2019 to February 2020 the FKC will be dewatered for repairs ("2019 FKC Shutdown"); and

WHEREAS, the City will have limited access to its regular domestic water supply at certain periods of time during the 2019 FKC Shutdown; and

WHEREAS, during the 2019 FKC Shutdown City intends to construct a cofferdam in the FKC to contain "residual flows" in the canal and pump any contained flows into its raw water storage basins; and

WHEREAS, the State of California Division of Drinking Water is requesting that the City provide proof that the "residual flow" will be sufficient to supply the City during the 2019 FKC Shutdown; and

WHEREAS, the FWA has the ability to control "residual flow" by opening or closing gates upstream from the City's proposed cofferdam location;

NOW, THEREFORE, the Parties agree as follows:

1. During the 2019 FKC shutdown the City shall implement and enforce water conservation measures to minimize the domestic demand.
2. During the 2019 FKC shutdown the City shall pump water from the FKC into the raw water storage basins to settle suspended sediment and improve the quality of the raw water which in return reduces the amount of backwash water wasted.
3. During the 2019 FKC Shutdown the City will use its backwash reclaim system to reuse all of the backwash water generated.
4. In the event that "residual flow" is insufficient to meet the City's demands, the FWA shall immediately, upon written notice from the City (which may be in the form of an email), increase flow in the FKC upstream from the City's proposed coffer dam in an amount that is adequate to allow the City to pump from the upstream side of the cofferdam to the raw water storage basins; provided, however, that such increased flows

must be consistent with reasonable safety and operational requirements as determined by the FWA in its sole discretion.

5. This Agreement shall terminate on the date that the 2019 FKC Shutdown ends and flows in the FKC are sufficient for the City to divert water through its intake structure.

6. ASSIGNMENT

Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. Any assignment or delegation in violation of this paragraph shall be void.

7. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, or by prepaid first-class mail, or by email addressed as follows:

FWA

CITY:

City of Orange Cove

Attn: City Manager

633 6th Street

Orange Cove, CA 93646

Email:

If notice is given by personal delivery, notice is deemed received as of the date of personal delivery. If notice is given by mail, notice is deemed received as of three days following the date of mailing or as of the date of delivery as reflected on a return receipt, whichever occurs first.

8. CHANGES AND AMENDMENTS; TERMINATION

This Agreement may be amended only by subsequent written agreement executed by both Parties. Absent as written novation, release, or accord and satisfaction, or unless a Party commits the first material breach hereunder or fails to complete a condition precedent or subsequent to the other Party's performance, neither Party's obligations created hereunder shall terminate until fully performed.

9. CHOICE OF LAW

This Agreement shall governed by the laws of the state of California.

10. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OR BOTH PARTIES

This Agreement, including any exhibits referenced herein, constitutes the entire.

Agreement between the Parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by FWA or City other than those contained herein. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement represents the contributions of both Parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule state in Civil Code section 1654, that ambiguities in a contract shall be construed against the drafter, shall have no application to the construction of this Agreement.

11. CONSTRUCTION; INCORPORATION OF EXHIBITS

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein:

- A. Captions. The captions of this Agreement are for convenience in reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- B. Number and Gender. Whenever the context so requires in this Agreement, the neuter gender includes the feminine and masculine, and vice versa, the feminine includes the masculine and vice versa, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations.
- C. Mandatory and Permissive. Thee terms "shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D. Term Includes Extensions. All references to the term of this Agreement shall include any extensions of such term.
- E. Exhibits. Any exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.
- F. Parties' Intent. In the event that any provision of this Agreement is capable of more than on interpretation or is otherwise found to contain a latent or patent ambiguity, the interpretation that best effectuates the objects of the Agreement, as expressed by the Parties in the recitals above, shall govern to the extent that such interpretation does not render the Agreement or any material provision thereof void or otherwise unenforceable, and even if that interpretation conflicts with the most literal or grammatically correct construction of the Agreement.
- G. No Third Party Beneficiaries. Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.
- H. Independent Capacity. Each Party shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the other Party.

Neither Party shall have any right to employment rights and benefits available to the other Party's employees. Each Party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.

- I. Authority to Execute Agreement. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the individual signing this Agreement on behalf of such Party has been duly authorized to execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to the terms and conditions of this Agreement.

Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Agreement in order for such Party to authorize, enter into, and perform its obligations under this Agreement, or that if such approval or consent to this Agreement is required, that such approval or consent has been obtained.

12. SEVERABILITY

If any of the provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

IN WITNESS WHEREOF, the undersign Parties hereto have executed this Agreement as of the date first above written.

FRIANT WATER AUTHORITY

By:

Name: Douglas DeFlicht

Title: Chief Operating Officer

CITY OF ORANGE COVE

By:

Name: Rudy Hernandez


Title: City Manager



For the Meeting of: March 27, 2019

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer 

Subject: Contract for Temporary Water Service Between the United States and the City of Orange Cove of the 2019-20 Water Year

Attachments: Resolution 2019- 16
Contract for Temporary Water Service Between the United States and the City of Orange Cove

RECOMMENDATION:

Staff recommends that the City Council approve the attached Contract for Temporary Water Services with the United States Bureau of Reclamation for additional water for the 2019-2020 water year and authorize the City Manager to sign the Agreement.

EXECUTIVE SUMMARY:

The Bureau of Reclamation has requested that the City Council approve the attached Resolution to accept non-storable flood flows from Millerton Lake during the 2019-20 water year. The City would be able to purchase this temporary water at a reduced price.

BACKGROUND:

Section 215 of the Reclamation Reform Act, Public Law 97-293 authorizes the United States Bureau of Reclamation (USBR) to provide temporary water service contracts (215 Contracts) for un-storable flood flows as a result of either an unusually large water supply not otherwise storable for the Central Valley Project purposes, or infrequent and otherwise unmanaged flood flows of short duration. The USBR is executing 215 Contracts during the 2019-20 water year for temporary supply of Section 215 water to Central Valley Project and non-Central Valley Project contractors located within the Friant Division's Place of Use.

The availability of Section 215 water would be at the USBR's discretion and dependent on reservoir capacity and operations, hydrologic conditions, and Friant operating guidelines. Section 215 water may be used for irrigation and municipal and industrial purposes and must be used within the contractor's water service boundary and within the Friant Division's Place of Use. No banking, transferring, or exchanging of Section 215 water would be allowed unless otherwise approved by Reclamation.

Staff has determined a need for such temporary water supply from the USBR, and that the delivery of such temporary water would cause no apparent detriment to the City.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the attached Resolution. The City will save money on the cost of water purchased from the Bureau of Reclamation.

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. 2019-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
APPROVING A CONTRACT FOR TEMPORARY WATER SERVICE BETWEEN THE
UNITED STATES AND THE CITY OF ORANGE COVE AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE CONTRACT

WHEREAS, the United States Department of Interior, Bureau of Reclamation (USBR), has declared that a temporary supply of water may exist that is not storable for Central Valley Project purposes; and, pursuant to Section 215 of the Reclamation Reform Act of 1982 (Public Law 97-293), this temporary supply of water is exempt from the ownership limitations of Federal Reclamation Law; and;

WHEREAS, the City of Orange Cove has requested the delivery of this temporary water to their lands; and

WHEREAS, the City has existing facilities through which it can take delivery of this water; and

WHEREAS, City staff has determined a need for such a temporary water supply from the USBR, and that delivery of such temporary water would cause no apparent detriment to the City.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The City Council approves the Contract for Temporary Water Services between the United States and the City in substantially the same form as shown in Exhibit A attached hereto.
3. The City Manger is authorized to sing the Contract on behalf of the City.
4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on March 27, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk

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

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND
ORANGE COVE IRRIGATION DISTRICT
(A FRIANT REPAYMENT CONTRACTOR)

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

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

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

17 WITNESSETH, That:

18 EXPLANATORY RECITALS

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

23 [2nd] WHEREAS, if the Contracting Officer determines that Temporary Water is
24 available at Friant Dam, such Temporary Water will be made available to the Contractor
25 pursuant to this Contract; and

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

71 successors or assigns, which has the obligation to operate and maintain Project
72 facilities in the Friant Division pursuant to a separate agreement with the United States and
73 which may have funding obligations with respect thereto;

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

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

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

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

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

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

92 (o) "Year" shall mean the period from and including March 1 of the
93 Calendar Year through the last day of February of the following Calendar Year.

94 TERM OF CONTRACT

95 2. This Contract shall become effective on the date first hereinabove written and
96 shall remain in effect through February 28, 2020. This Contract shall not be extended or
97 renewed and no provision of this Contract shall be construed in any way as a basis for the
98 Contractor to establish any priority or right to a Project water supply or to obligate the
99 United States to enter into any other contract. Moreover, nothing in this Contract shall be
100 construed to modify, amend, or supersede any term or provision of Contractor's water service or
101 water repayment contract with the United States.

102 WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

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

116 (b) Deliveries of Temporary Water shall be terminated when the Contracting

Officer determines that Temporary Water is no longer available.

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

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

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

TIME FOR DELIVERY OF WATER

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

POINTS OF DELIVERY – RESPONSIBILITY FOR DISTRIBUTION OF WATER

5. (a) All Temporary Water Delivered to the Contractor pursuant to this Contract shall be delivered at a point or points on the Friant-Kern Canal and any additional point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Contractor. In addition, all Temporary Water Delivered shall be measured and recorded with equipment furnished, installed, operated, and

maintained by the Contracting Officer either directly or indirectly through its written agreement(s) with the Operating Non-Federal Entity, unless undertaken by the Contractor with the consent of the Contracting Officer. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the appropriate Operating Non-Federal Entity, the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein. For any period of time when accurate measurements have not been made, the Contracting Officer shall make a final determination of the quantity delivered for that period of time. The Contracting Officer shall consult with Contractor and the Operating Non-Federal Entity prior to making said determination.

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

(c) The Contractor shall be responsible for the control, carriage, handling, use, disposal, or distribution of Temporary Water Delivered to the Contractor pursuant to this Contract beyond the point(s) of delivery specified in subdivision (a) of this Article. The Contractor agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act,

omission, neglect, or misconduct in the manner or method of performing any duties of the United States required under this Contract, regardless of who performs those duties. The Contractor does not agree to indemnify the United States for any damages arising from intentional torts or malicious actions committed by employees of the United States.

WATER MEASUREMENT WITHIN CONTRACTOR'S SERVICE AREA

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

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

PAYMENTS AND ADJUSTMENTS

7. (a) At the time the Contractor submits a delivery schedule, or any revision thereof, pursuant to Article 4 of this Contract, the Contractor shall make an advance

187 payment to the United States equal to the total amount payable pursuant to the applicable Rates
188 set forth in Exhibit B, for the quantity of Temporary Water Scheduled. Temporary Water shall
189 not be delivered to the Contractor prior to receipt of such advance payment. Temporary Water
190 Delivered to the Contractor by the United States but subsequently not used by the Contractor
191 shall be considered as having been accepted by the Contractor and no refund shall be made by
192 the United States to the Contractor for such unused Temporary Water; *Provided*, That the
193 Contractor is not required to initially schedule the maximum amount of water specified in
194 subdivision (a) of Article 3 of this Contract.

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

206 (c) Within 60 days of the expiration of this Contract, any payment made by
207 the Contractor in excess of the total amount due to the United States pursuant to this Contract
208 shall, at the option of the Contractor, be refunded by the United States to the Contractor or
209 credited against other obligations due to the United States by the Contractor. With respect to

overpayment, such refund or credit shall constitute the sole remedy of the Contractor or anyone having, or claiming to have by or through the Contractor, the right to the use of any of the Temporary Water supply provided for herein.

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

RETURN FLOWS

8. The United States reserves the right to all seepage and return flow water derived from Temporary Water Delivered to the Contractor hereunder which escapes or is discharged beyond the Contractor's Service Area: *Provided*, That this shall not be construed as claiming for the United States any right to seepage or return flow of water being put to reasonable and beneficial use, including use for underground storage, pursuant to this Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or under the Contractor. For purposes of this Article, groundwater recharge, groundwater banking and all similar groundwater activities will be deemed to be underground storage.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

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

(b) The Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved by the Contracting Officer, all rates, charges, or assessments of any kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or such successor determines, sets, or establishes for the O&M of the Project facilities operated and maintained by the Operating Non-Federal Entity. Such direct payments to the Operating

Non-Federal Entity or such successor shall not relieve the Contractor of its obligation to pay directly to the United States the Contractor's share of the Project Rates and Charges, except to the extent the Operating Non-Federal Entity or such successor collects payments on behalf of the United States.

(c) For so long as the O&M of any Project facilities serving the Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for water delivered under this Contract representing the cost associated with the activity being performed by the Operating Non-Federal Entity or its successor.

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

OPINIONS AND DETERMINATIONS

10. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly

reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in subdivision (a) of this Article is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

CHARGES FOR DELINQUENT PAYMENTS

12. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent

beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

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

(c) With respect to subdivision (b) of this Article of this Contract, the Contractor shall have no obligation to require advance payment for water rates which it levies.

362 BOOKS, RECORDS, AND REPORTS

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

373 (b) Nothing in this Article 15 shall be construed to limit or constrain the
374 ability of the Contracting Officer to conduct contract compliance reviews of this Contract in
375 accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised
376 September 29, 2014, as may be further revised, amended, modified, or superseded.

377 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

378 16. The expenditure or advance of any money or the performance of any obligation of
379 the United States under this Contract shall be contingent upon appropriation or allotment of
380 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
381 obligations under this Contract. No liability shall accrue to the United States in case funds are
382 not appropriated or allotted.

383 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

387 OFFICIALS NOT TO BENEFIT

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

391 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

392 19. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
393 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V,
394 as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
395 Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (pub.

L. 101-336: 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

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

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

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

NOTICES

20. (a) Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, South Central California Area Office, Fresno, California 93721-1813, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors, Orange Cove Irrigation District, 1130 Park Boulevard, Orange Cove, California 93646. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

CONTRACT DRAFTING CONSIDERATIONS

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

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

443 UNITED STATES OF AMERICA

444 By: _____
445 Area Manager,
446 South Central California Area Office
447 Bureau of Reclamation

448 ORANGE COVE IRRIGATION DISTRICT

449
450
451
452 By: _____
 City Manager

453 (SEAL)

454 Attest:

455 By: _____
456 City Clerk

EXHIBIT A

[PLACEHOLDER PAGE FOR CONTRACTOR'S SERVICE AREA MAP]

**NOTE: ALL CONTRACTS MUST INCLUDE A MAP DEPICTING THE
CONTRACTOR'S SERVICE AREA.**

EXHIBIT B

Contract Year 2019
Section 215 Water
ORANGE COVE IRRIGATION DISTRICT
Rates and Charges
(Per Acre-Foot)

	Irrigation Water	M&I/Other Water
COST-OF-SERVICE RATE		
Capital Conveyance Component	\$13.84	\$0.09
O&M Component		
Water Marketing	\$10.56	\$7.34
Conveyance ¹	\$0.00	\$0.00
Conveyance Pumping ¹		\$0.00
Total Cost of Service Rate	\$24.40	\$7.43
CHARGES (Payments in addition to Rates)		
P.L. 102-575 Surcharges²		
Friant Surcharge	\$7.00	\$7.00
Restoration Fund Surcharge	\$10.63	\$21.26
P.L. 106-377 Assessment³		
Trinity Public Utilities District	\$0.30	\$0.30
Total Charges and Assessments	\$17.93	\$28.56
Total Per Acre-Foot	\$42.33	\$35.99

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

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


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

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



For the Meeting of: March 27, 2019

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Alfonso Manrique, City Engineer 
Subject: Resolution Formally Ratifying Change Order Nos. 1 through 5 and approving Changer Order No. 6 for the 2015 Orange Cove School Crossing Safety Improvements Project.
Attachments: Resolution No. 2019- 17

RECOMMENDATION:

Staff recommends that the City Council adopts the attached Resolution formally ratifying Change Order Nos. 1 through 5 and approving Changer Order No. 6 for the 2015 Orange Cove School Crossing Safety Improvements Project.

EXECUTIVE SUMMARY:

On February 27, 2019, the City Engineer presented to City Council five change order for the 2015 Orange Cove School Crossing Safety Improvements Project. Since the change orders were submitted to the City Engineer as an emergency item the day of the scheduled City Council meeting, a Staff Report and Resolution approving the change orders was not included in the agenda. Staff recommends that the City Council approve the attached resolution formally ratifying Change Order Nos. 1 through 5 and approving Change Order No. 6 for the 2015 Orange Cove School Crossing Safety Improvements Project.

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 three school; a sidewalk on the west side of 4th Street between B Street and Adams Avenue; and enhanced crosswalk markings and rapid flashing beacon/crossing signs at each location.

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. On December 12, 2018, the City Council the construction of the School Crossing Safety Improvements Project to JT2 Inc. DBA Todd Companies (Todd Companies) for \$223,750.00. The City issued a notice to proceed to Todd Companies on January 29, 2019.

During a pre-construction survey of the sites, the contractor noticed some damage that the four trees had done to the existing curb and gutter on the north side of J Street. At this site location (north side of J Street), the contractor's scope of work includes constructing a 60-foot crosswalk bulb-out, curb and gutter, and removing two existing trees. Due to the damage caused by the exiting trees, and potential to interfere with the alignment of the new curb and gutter, the contractor recommended re-constructing the 112-feet of existing curb and gutter and removing two additional trees. For this additional work, Todd Companies submitted Change Order No. 1

on February 22, 2019 for \$12,089.

Due to persistent rainfall at the end of January and February, the soil at each construction site became oversaturated and required 12-inches of baserock for compaction. On February 27, 2019, Todd Companies submitted Change Order Nos. 2 through 5 for a total of \$59,676. The change orders included the removal of 12-inches of over saturated soil and replacement with 12-inches of baserock at the 10th and J Street crosswalk, the 11th and South Ave crosswalk, and the 4th and B Street crosswalk and sidewalk.

On March 12, 2019, the Todd Companies contacted AM Consulting Engineers regarding an issue with the existing street elevations included in the plans prepared by Gateway Engineering. According to Todd Companies, the existing street elevations included in the plans were incorrect and in order to meet the slope requirement for the City's standard wheelchair ramp, the existing roadway between the crossing would need to be reconstructed. Todd Companies submitted Change Order No. 6 on March 21, 2019 for \$14,445. Change Order No. 6 includes the removal and replacement of 835 square feet of existing pavement and subgrade.

FISCAL IMPACT:

With the approval of Change Order Nos. 1, 2, 3, 4, 5 and 7, Todd Companies contract will increase from \$223,750.00 to \$309,960. The City has secured \$189,970 through the Active Transportation Program. The City of Orange cove will need to allocate \$119,990.00 from Measure C funds to pay the remaining construction costs.

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. 2019-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
FORMALLY RATIFYING CHANGE ORDER NOS. 1 THROUGH 5 AND APPROVING
CHANGE ORDER NO. 6 SUBMITTED BY JT2 INC. DBA TODD COMPANIES FOR THE
2015 ORANGE COVE SCHOOL CROSSING SAFETY IMPROVEMENTS PROJECT

WHEREAS, the City of Orange Cove entered into a contract with JT2 Inc. DBA Todd Companies (Contractor) on January 29, 2019, for the construction of the 2015 Orange Cove School Crossing Safety Improvements Project; and

WHEREAS, during the construction of the street and sidewalk improvements it became apparent that certain changes to the plan were necessary to achieve the intent of the project; and

WHEREAS, the proposed change order has been reviewed and negotiated by the City Engineer and the Contractor has agreed to the change in writing, as shown by the change order forms attached hereto.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The City Council formally ratifies Change Order Nos. 1 through 5 and approving Change Order No. 6, in substantially the same form attached hereto.
3. The City Manager is authorized and directed to execute Change Order Nos. 1 through 6 with JT2 Inc. DBA Todd Companies for the 2015 Orange Cove School Crossing Safety Improvements Project in the cumulative amount of \$86,210.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on March 27, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/22/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Remove Trees, C/G and Asphalt Plug.
 Per Attached AMCE Plan

CHANGE ORDER PROPOSAL

Contract Time Extension:

3 Working Days

18-166 - P001

pg 1 of 2

Material-Equipment Costs

DIRECT MATERIAL COST		\$	615.00	
SUBTOTAL MATERIAL				\$ 615.00

Labor Costs

LABORER	40 HRS @	\$	53.96	HR.	\$	2,158.40	
PLUMBER		HRS @	\$	74.31	HR.	\$	-
OPERATOR	18 HRS @	\$	76.93	HR.	\$	1,384.74	
TEAMSTER	4 HRS @	\$	60.77	HR.	\$	243.08	
MASON	0 HRS @	\$	60.96	HR.	\$	-	
P/R TAXES, INSURANCE, BENEFITS	40% OF E-G				\$	1,514.49	
SUBTOTAL					\$	5,300.71	
TRAVEL TIME	TRIPS	\$	60.00	TRIP	\$	-	
TRAVEL TIME	HRS @	\$	35.00	HR.	\$	-	
SUBTOTAL LABOR							\$ 5,300.71

Other Costs

EQUIPMENT- mini excavator	4 HRS @	\$	50.00	HR.	\$	200.00	
EQUIPMENT- bobcat w/breaker	4 HRS @	\$	65.00	HR.	\$	260.00	
EQUIPMENT- dump truck 15 yd	4 HRS @	\$	75.00	HR.	\$	300.00	
EQUIPMENT- roller	6 HRS @	\$	35.00	HR.	\$	210.00	
EQUIPMENT- vibraplate	6 HRS @			NO CHARGE			
EQUIPMENT- crew truck	16 HRS @	\$	10.00	HR.	\$	160.00	
EQUIPMENT- saw truck w/operator	2 HRS @	\$	150.00	HR.	\$	300.00	
EQUIPMENT- water truck	2 HRS @			NO CHARGE			
SUBTOTAL OTHER DIRECT COST							\$ 1,430.00

SUBTOTAL PRIME COSTS				\$	7,345.71
OVERHEAD/PROFIT	15%		\$	1,101.86	
SUBTOTAL				\$	8,447.56
Performance Bond	2.0%		\$	168.95	
SUBTOTAL				\$	8,616.52

TOTAL COST				\$ 8,617
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ADD - LINE ITEM#5 - 6" Concrete Curb and Gutter - 112 LFT @ \$31.00 = \$3,472.00				\$ 3,472
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TOTAL CHANGE ORDER COST				\$ 12,089
--------------------------------	--	--	--	------------------

ESTIMATOR: JG/TL/MP 2.21.19

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/22/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Remove Trees, C/G and Asphalt Plug.
 Per Attached AMCE Plan

CHANGE ORDER PROPOSAL

18-166 - P001

pg 2 of 2

Contract Time Extension:

3 Working Days

Break down of materials:	UOM	Quantity	Rate	Total
ASPHALT	TN	6	100.00 \$	600.00
TACK	GAL	3	5.00 \$	15.00
Total			\$	615.00

Break down of total hours:	Men	Hrs	Total
OPERATOR- remove 2 trees	1	8	8
LABORER- remove 2 trees	2	8	16
OPERATOR- remove and load 112 Lft. C/G & asphalt plug	1	4	4
LABORER- remove and load 112 Lft. C/G & asphalt plug	2	4	8
TEAMSTER- off haul concrete asphalt and trees	1	4	4
OPERATOR- place and compact HMA	1	6	6
LABORER- place and compact HMA	2	6	12
LABORER- mics, traffic control	1	4	4
Total Hours:			62

CONTRACT CHANGE ORDER

Page 1

From:

JT2 INC DBA TODD COMPANIES
1701 N. CLANCY COURT
P O BOX 6820
VISALIA, CA 93290
(559) 651-5820 Fax (559) 651-5830
License: 788798

Change Order #: P001
Change Order Date: 02/22/19

To:

TC-AMCE-SchoolCrossingSafety
633 Sixth Street
Orange Cove, CA 93646

Project:

TC-AMCE-SchoolCrossingSafety
4 locations (see memo)
Orange Cove, CA

Original Contract Amount:	\$223,750.00
Total Previous Change Orders:	\$0.00
Total Before this Change Order:	\$223,750.00
Amount of this Change Order:	\$12,089.00
Revised Contract Amount:	\$235,839.00

The Original Construction Agreement is hereby modified and amended by the following deviations from original plans and specifications:

02/22/19 (Mireya/GT/TL/JT2) - P001 - Remove Trees, C/G and Asphalt Plug. Per Attached AMCE Plan.

It is mutually agreed that for such change the contract price is increased by \$12,089.00 (Twelve Thousand Eighty-Nine and 00/100) payable with the payments due under the original construction agreement.

Time for completion of the above cited work is hereby extended 3 days beyond any completion date set forth in the original contract for such work.

All other provisions of the original contract and agreement shall remain in full force and effect without change because of the above deviations.

JT2 INC DBA TODD COMPANIES

Signed: _____

Dated: _____

Title: _____

TC-AMCE-SchoolCrossingSafety

Signed: _____

Dated: _____

Title: _____



VERIFY SCALES
 1" = 20' HORIZ.
 1" = 4' VERT.

DATE: 09/20/20
 BY: [Signature]
 CHECKED: [Signature]
 2.000 SHEET 1 OF 1
 2.000 SHEET 1 OF 1



cm
 Consulting Engineers

CITY OF ORANGE COVE - CURB AND GUTTER IMPROVEMENTS FOR J ST.

DATE: 09/20/20
 BY: [Signature]
 CHECKED: [Signature]

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/27/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Provide Removal of 12" Over Saturated (E) Soil and Replace with 12" Baserock Class II Recycle Material.
4TH STREET SIDEWALK - Provide 12" Baserock over Subgrade

CHANGE ORDER PROPOSAL

Contract Time Extension: 4 Work Days

18-166 - P002

pg 1 of 2

Material-Equipment Costs

DIRECT MATERIAL COST				\$	2,925.00	
SUBTOTAL MATERIAL						\$ 2,925.00
<u>Labor Costs</u>						
LABORER	64 HRS @	\$ 53.96	HR.	\$	3,453.44	
PLUMBER	HRs @	\$ 74.31	HR.	\$	-	
OPERATOR	64 HRS @	\$ 76.93	HR.	\$	4,923.52	
FOREMAN	HRs @	\$ 76.93	HR.	\$	-	
MASON	HRs @	\$ 60.96	HR.	\$	-	
P/R TAXES, INSURANCE, BENEFITS	40% OF E-G			\$	3,350.78	
SUBTOTAL				\$	11,727.74	
TRAVEL TIME	TRIPS	\$ 60.00	TRIP	\$	-	
TRAVEL TIME	HRs @	\$ 35.00	HR.	\$	-	
SUBTOTAL LABOR						\$ 11,727.74
<u>Other Costs</u>						
EQUIPMENT- backhoe	4 DAYS @	\$ 400.00	DAY	\$	1,600.00	
EQUIPMENT- compactor	4 DAYS @	\$ -	DAY		No Charge	
EQUIPMENT- skidsteer	4 DAYS @	\$ -	DAY		No Charge	
EQUIPMENT- crewtruck X2	4 DAYS @	\$ 80.00	DAY	\$	640.00	
OTHER- trucking	9 LDS	\$ 250.00	LD	\$	2,250.00	
OTHER- dirt off haul	9 LDS	\$ 150.00	LD	\$	1,350.00	
SUBTOTAL OTHER DIRECT COST						\$ 5,840.00
SUBTOTAL PRIME COSTS						\$ 20,492.74
OVERHEAD/PROFIT	15%			\$	3,073.91	
SUBTOTAL						\$ 23,566.66
Performance Bond	2.0%			\$	471.33	
SUBTOTAL						\$ 24,037.99
TOTAL CHANGE ORDER COST						\$ 24,038

ESTIMATOR: JT2/MP/BR 2.26.19

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/27/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Provide Removal of 12" Over Saturated
 (E) Soil and Replace with 12" Baserock
 Class II Recycle Material.
 4TH STREET SIDEWALK - Provide
 12" Baserock over Subgrade

CHANGE ORDER PROPOSAL

Contract Time Extension: 4 Work Days

18-166 - P002

pg 2 of 2

Break down of materials:	UOM	Quantity	Rate	Total
BASEROCK	TN	225	13.00	\$ 2,925.00
Total				\$ 2,925.00

Break down of total hours:	Men	Hrs	Total
LABORER	2	32	64
OPERATOR	2	32	64
Total Hours:			128

CONTRACT CHANGE ORDER

Page 1

From:

JT2 INC DBA TODD COMPANIES
1701 N. CLANCY COURT
P O BOX 6820
VISALIA, CA 93290
(559) 651-5820 Fax (559) 651-5830
License: 788798

Change Order #: P002**Change Order Date: 02/27/19****To:**

TC-AMCE-SchoolCrossingSafety
633 Sixth Street
Orange Cove, CA 93646

Project:

TC-AMCE-SchoolCrossingSafety
4 locations (see memo)
Orange Cove, CA

Original Contract Amount:	\$223,750.00
Total Previous Change Orders:	\$0.00
Total Before this Change Order:	\$223,750.00
Amount of this Change Order:	\$24,038.00
Revised Contract Amount:	\$247,788.00

The Original Construction Agreement is hereby modified and amended by the following deviations from original plans and specifications:

02/27/19 (Mireya/JT2) - P002 -Provide Removal of 12" over saturated (E) soil and replace with 12' baserock class II recycle material - 4th street sidewalk- provide 12' baserock over sungrade.

It is mutually agreed that for such change the contract price is increased by \$24,038.00 (Twenty-Four Thousand Thirty-Eight and 00/100) payable with the payments due under the original construction agreement.

Time for completion of the above cited work is hereby extended 2 days beyond any completion date set forth in the original contract for such work.

All other provisions of the original contract and agreement shall remain in full force and effect without change because of the above deviations.

JT2 INC DBA TODD COMPANIES**TC-AMCE-SchoolCrossingSafety**

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Title: _____

Title: _____

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/27/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Provide Removal of 12" Over Saturated
(E) Soil and Replace with 12" Baserock
Class II Recycle Material.

4TH & "B" STREET

CHANGE ORDER PROPOSAL

Contract Time Extension: 2 Work Days

18-166 - P003

pg 1 of 2

Material-Equipment Costs

DIRECT MATERIAL COST	\$	1,625.00	
SUBTOTAL MATERIAL			\$ 1,625.00

Labor Costs

LABORER	32 HRS @	\$ 53.96	HR.	\$	1,726.72	
PLUMBER		HRS @	\$ 74.31	HR.	\$	-
OPERATOR	32 HRS @	\$ 76.93	HR.	\$	2,461.76	
FOREMAN		HRS @	\$ 76.93	HR.	\$	-
MASON		HRS @	\$ 60.96	HR.	\$	-
P/R TAXES, INSURANCE, BENEFITS	40% OF E-G			\$	1,675.39	
SUBTOTAL				\$	5,863.87	
TRAVEL TIME	TRIPS	\$ 60.00	TRIP	\$	-	
TRAVEL TIME	HRS @	\$ 35.00	HR.	\$	-	
SUBTOTAL LABOR						\$ 5,863.87

Other Costs

EQUIPMENT- backhoe	2 DAYS @	\$ 400.00	DAY	\$	800.00	
EQUIPMENT- compactor	2 DAYS @	\$ 100.00	DAY	\$	200.00	
EQUIPMENT- skidsteer	2 DAYS @	\$ -	DAY		No Charge	
EQUIPMENT- crewtruck X2	2 DAYS @	\$ 80.00	DAY	\$	320.00	
OTHER- trucking	5 LDS	\$ 250.00	LD	\$	1,250.00	
OTHER- dirt off haul	5 LDS	\$ 150.00	LD	\$	750.00	
SUBTOTAL OTHER DIRECT COST						\$ 3,320.00

SUBTOTAL PRIME COSTS						\$ 10,808.87
OVERHEAD/PROFIT	15%			\$	1,621.33	
SUBTOTAL						\$ 12,430.20
Performance Bond	2.0%			\$	248.60	
SUBTOTAL						\$ 12,678.81

TOTAL CHANGE ORDER COST						\$ 12,679
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ESTIMATOR: JT2/MP/BR 2.26.19

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/27/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Provide Removal of 12" Over Saturated
 (E) Soil and Replace with 12" Baserock
 Class II Recycle Material.
 4TH & "B" STREET
 Contract Time Extension: 2 Work Days

CHANGE ORDER PROPOSAL

18-166 - P003

pg 2 of 2

Break down of materials:	UOM	Quantity	Rate	Total
BASEROCK	TN	125	13.00 \$	1,625.00
Total				----- \$ 1,625.00

Break down of total hours:	Men	Hrs	Total
LABORER	2	16	32
OPERATOR	2	16	32
Total Hours:			----- 64

CONTRACT CHANGE ORDER

Page 1

From:

JT2 INC DBA TODD COMPANIES
1701 N. CLANCY COURT
P O BOX 6820
VISALIA, CA 93290
(559) 651-5820 Fax (559) 651-5830
License: 788798

Change Order #: P003
Change Order Date: 02/27/19

To:

TC-AMCE-SchoolCrossingSafety
633 Sixth Street
Orange Cove, CA 93646

Project:

TC-AMCE-SchoolCrossingSafety
4 locations (see memo)
Orange Cove, CA

Original Contract Amount:	\$223,750.00
Total Previous Change Orders:	\$0.00
Total Before this Change Order:	\$223,750.00
Amount of this Change Order:	\$12,679.00
Revised Contract Amount:	\$236,429.00

The Original Construction Agreement is hereby modified and amended by the following deviations from original plans and specifications:

02/27/19 (Mireya/JT2) - P003 -Provide Removal of 12" over saturated (E) soil and replace with 12' basketrock class II recycle material 4th & "B" street.

It is mutually agreed that for such change the contract price is increased by \$12,679.00 (Twelve Thousand Six Hundred Seventy-Nine and 00/100) payable with the payments due under the original construction agreement.

Time for completion of the above cited work is hereby extended 2 days beyond any completion date set forth in the original contract for such work.

All other provisions of the original contract and agreement shall remain in full force and effect without change because of the above deviations.

JT2 INC DBA TODD COMPANIES

Signed: _____

Dated: _____

Title: _____

TC-AMCE-SchoolCrossingSafety

Signed: _____

Dated: _____

Title: _____

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/27/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Provide Removal of 12" Over Saturated
(E) Soil and Replace with 12" Baserock
Class II Recycle Material.

SOUTH & 11TH STREET

CHANGE ORDER PROPOSAL

Contract Time Extension: 2 Work Days

18-166 - P004

pg 1 of 2

Material-Equipment Costs

DIRECT MATERIAL COST		\$	1,300.00	
SUBTOTAL MATERIAL				\$ 1,300.00

Labor Costs

LABORER	32 HRS @	\$ 53.96	HR.	\$ 1,726.72	
PLUMBER	HR @	\$ 74.31	HR.	\$ -	
OPERATOR	32 HRS @	\$ 76.93	HR.	\$ 2,461.76	
FOREMAN	HR @	\$ 76.93	HR.	\$ -	
MASON	HR @	\$ 60.96	HR.	\$ -	
P/R TAXES, INSURANCE, BENEFITS	40% OF E-G			\$ 1,675.39	
SUBTOTAL				\$ 5,863.87	
SUBTOTAL LABOR					\$ 5,863.87

Other Costs

EQUIPMENT- backhoe	2 DAYS @	\$ 400.00	DAY	\$ 800.00	
EQUIPMENT- compactor	2 DAYS @	\$ -	DAY	No Charge	
EQUIPMENT- skidsteer	2 DAYS @	\$ -	DAY	No Charge	
EQUIPMENT- crewtruck X2	2 DAYS @	\$ 80.00	DAY	\$ 320.00	
OTHER- trucking	4 LDS	\$ 250.00	LD	\$ 1,000.00	
OTHER- dirt off haul	4 LDS	\$ 150.00	LD	\$ 600.00	
SUBTOTAL OTHER DIRECT COST					\$ 2,720.00

SUBTOTAL PRIME COSTS				\$ 9,883.87
OVERHEAD/PROFIT	15%		\$ 1,482.58	
SUBTOTAL				\$ 11,366.45
Performance Bond	2.0%		\$ 227.33	
SUBTOTAL				\$ 11,593.78

TOTALCHANGE ORDER COST				\$ 11,594
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ESTIMATOR: JT2/MP/BR 2.26.19

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/27/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Provide Removal of 12" Over Saturated
 (E) Soil and Replace with 12" Baserock
 Class II Recycle Material.
 SOUTH & 11TH STREET
 Contract Time Extension: 2 Work Days

CHANGE ORDER PROPOSAL

18-166 - P004

pg 2 of 2

Break down of materials:	UOM	Quantity	Rate	Total
BASEROCK- 44.65	TN	100	13.00 \$	1,300.00
Total				----- \$ 1,300.00

Break down of total hours:	Men	Hrs	Total
LABORER	2	16	32
OPERATOR	2	16	32
Total Hours:			----- 64

CONTRACT CHANGE ORDER

Page 1

From:

JT2 INC DBA TODD COMPANIES
1701 N. CLANCY COURT
P O BOX 6820
VISALIA, CA 93290
(559) 651-5820 Fax (559) 651-5830
License: 788798

Change Order #: P004
Change Order Date: 02/27/19

To:

TC-AMCE-SchoolCrossingSafety
633 Sixth Street
Orange Cove, CA 93646

Project:

TC-AMCE-SchoolCrossingSafety
4 locations (see memo)
Orange Cove, CA

Original Contract Amount:	\$223,750.00
Total Previous Change Orders:	\$0.00
Total Before this Change Order:	\$223,750.00
Amount of this Change Order:	\$11,594.00
Revised Contract Amount:	\$235,344.00

The Original Construction Agreement is hereby modified and amended by the following deviations from original plans and specifications:

02/27/19 (Mireya/JT2) - P004 -Provide Removal of 12" over saturated (E) soil and replace with 12' baskerock class II recycle material. South & 11th Street

It is mutually agreed that for such change the contract price is increased by \$11,594.00 (Eleven Thousand Five Hundred Ninety-Four and 00/100) payable with the payments due under the original construction agreement.

Time for completion of the above cited work is hereby extended 2 days beyond any completion date set forth in the original contract for such work.

All other provisions of the original contract and agreement shall remain in full force and effect without change because of the above deviations.

JT2 INC DBA TODD COMPANIES

Signed: _____

Dated: _____

Title: _____

TC-AMCE-SchoolCrossingSafety

Signed: _____

Dated: _____

Title: _____

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/27/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Provide Removal of 12" Over Saturated (E) Soil and Replace with 12" Baserock Class II Recycle Material.
J & 10TH STREET

CHANGE ORDER PROPOSAL

Contract Time Extension: 2 Work Days

18-166 - P005

pg 1 of 2

Material-Equipment Costs

DIRECT MATERIAL COST	\$	1,105.00	
SUBTOTAL MATERIAL			\$ 1,105.00

Labor Costs

LABORER	32 HRS @	\$ 53.96	HR.	\$	1,726.72	
PLUMBER		HR @	\$ 74.31	HR.	\$	-
OPERATOR	32 HRS @	\$ 76.93	HR.	\$	2,461.76	
FOREMAN		HR @	\$ 76.93	HR.	\$	-
MASON		HR @	\$ 60.96	HR.	\$	-
P/R TAXES, INSURANCE, BENEFITS	40% OF E-G			\$	1,675.39	
SUBTOTAL				\$	5,863.87	
TRAVEL TIME	TRIPS	\$ 60.00	TRIP	\$	-	
TRAVEL TIME	HRS @	\$ 35.00	HR.	\$	-	
SUBTOTAL LABOR						\$ 5,863.87

Other Costs

EQUIPMENT- backhoe	2 DAYS @	\$ 400.00	DAY	\$	800.00	
EQUIPMENT- compactor	2 DAYS @	\$ -	DAY		No Charge	
EQUIPMENT- skidsteer	2 DAYS @	\$ -	DAY		No Charge	
EQUIPMENT- crewtruck X2	2 DAYS @	\$ 80.00	DAY	\$	320.00	
OTHER- trucking	4 LDS	\$ 250.00	LD	\$	1,000.00	
OTHER- dirt off haul	4 LDS	\$ 150.00	LD	\$	600.00	
SUBTOTAL OTHER DIRECT COST						\$ 2,720.00

SUBTOTAL PRIME COSTS				\$	9,688.87	
OVERHEAD/PROFIT	15%			\$	1,453.33	
SUBTOTAL						\$ 11,142.20
Performance Bond	2.0%			\$	222.84	
SUBTOTAL						\$ 11,365.05

TOTALCHANGE ORDER COST				\$ 11,365
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ESTIMATOR: JT2/MP/BR 2.26.19

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 2/27/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Provide Removal of 12" Over Saturated
 (E) Soil and Replace with 12" Baserock
 Class II Recycle Material.
 J & 10TH STREET

CHANGE ORDER PROPOSAL

Contract Time Extension: 2 Work 0

18-166 - P005

pg 2 of 2

Break down of materials:	UOM	Quantity	Rate	Total
BASEROCK	TN	85	13.00	\$ 1,105.00
Total				<u>\$ 1,105.00</u>

Break down of total hours:	Men	Hrs	Total
LABORER	2	16	32
OPERATOR	2	16	32
Total Hours:			<u>64</u>

CONTRACT CHANGE ORDER

Page 1

From:

JT2 INC DBA TODD COMPANIES
1701 N. CLANCY COURT
P O BOX 6820
VISALIA, CA 93290
(559) 651-5820 Fax (559) 651-5830
License: 788798

Change Order #: P005
Change Order Date: 02/27/19

To:

TC-AMCE-SchoolCrossingSafety
633 Sixth Street
Orange Cove, CA 93646

Project:

TC-AMCE-SchoolCrossingSafety
4 locations (see memo)
Orange Cove, CA

Original Contract Amount:	\$223,750.00
Total Previous Change Orders:	\$0.00
Total Before this Change Order:	\$223,750.00
Amount of this Change Order:	\$11,365.00
Revised Contract Amount:	\$235,115.00

The Original Construction Agreement is hereby modified and amended by the following deviations from original plans and specifications:

02/27/19 (Mireya/JT2) - P005 -Provide Removal of 12" over saturated (E) soil and replace with 12' basketrock class II recycle material. J & 10th Street

It is mutually agreed that for such change the contract price is increased by \$11,365.00 (Eleven Thousand Three Hundred Sixty-Five and 00/100) payable with the payments due under the original construction agreement.

Time for completion of the above cited work is hereby extended 2 days beyond any completion date set forth in the original contract for such work.

All other provisions of the original contract and agreement shall remain in full force and effect without change because of the above deviations.

JT2 INC DBA TODD COMPANIES

Signed: _____

Dated: _____

Title: _____

TC-AMCE-SchoolCrossingSafety

Signed: _____

Dated: _____

Title: _____

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 3/21/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Remove and Replace 853sq.ft. of Existing Pavement and Subgrade.

CHANGE ORDER PROPOSAL

Contract Time Extension: 5 Working Days

18-166 - P007

pg 1 of 2

Material-Equipment Costs

DIRECT MATERIAL COST		\$	2,503.00	
SUBTOTAL MATERIAL				\$ 2,503.00

Labor Costs

LABORER	48 HRS @	\$	53.96	HR.	\$	2,590.08	
PLUMBER					\$	-	
OPERATOR	24 HRS @	\$	76.93	HR.	\$	1,846.32	
FOREMAN					\$	-	
TEAMSTER	6 HRS @	\$	60.77	HR.	\$	364.62	
P/R TAXES, INSURANCE, BENEFITS	40% OF E-G				\$	1,920.41	
SUBTOTAL					\$	6,721.43	
TRAVEL TIME	TRIPS	\$	60.00	TRIP	\$	-	
TRAVEL TIME	HRS @	\$	35.00	HR.	\$	-	
SUBTOTAL LABOR							\$ 6,721.43

Other Costs

EQUIPMENT- 15yr dump truck	6 HRS @	\$	75.00	HR.	\$	450.00	
EQUIPMENT- skip loader w/box scraper	12 HRS @	\$	45.00	HR.	\$	540.00	
EQUIPMENT- Bobcat w/breaker	8 HRS @	\$	65.00	HR.	\$	520.00	
EQUIPMENT- roller	4 HRS @	\$	35.00	HR.	\$	140.00	
EQUIPMENT- sawtruck w/operator	3 HRS @	\$	150.00	HR.	\$	450.00	
EQUIPMENT- crew truck	3 DAYS @	\$	80.00	DAY	\$	240.00	
OTHER- Trucking AB, HMA	3 LDS	\$	250.00		\$	750.00	
OTHER- paver, low bed, roller operators and rakers					\$	7,185.00	
SUBTOTAL OTHER DIRECT COST							\$ 3,090.00

SUBTOTAL PRIME COSTS					\$	12,314.43
OVERHEAD/PROFIT	15%				\$	1,847.16
SUBTOTAL					\$	14,161.59
Performance Bond	2.0%				\$	283.23
SUBTOTAL					\$	14,444.82
TOTAL COST					\$	14,445

ESTIMATOR: TLMP 3.21.19

TODD COMPANIES
P O BOX 6820
VISALIA, CA 93290
PH (559) 651-5820
FAX (559) 651-5830
E-MAIL jt2@jt2inc.com

DATE: 3/21/2019
CONTRACTOR: AMCE/City of Orange Cove
JOB: 18-166 School Crossing Safety Impr
DESCRIPTION: Remove and Replace 853sq.ft. of Existing Pavement and Subgrade.

CHANGE ORDER PROPOSAL

Contract Time Extension: 5 Working Days

18-166 - P007

pg 2 of 2

Break down of materials:	UOM	Quantity	Rate	Total
TACK	EA	1	25.00 \$	25.00
HMA	TON	23	75.00 \$	1,725.00
AB	TON	31	13.00 \$	403.00
MISC. TRAFFIC CONTROL R&L	EA	1	200.00 \$	200.00
T.C.P.	EA	1	150.00 \$	150.00
Total			\$	2,503.00

Break down of total hours:	Men	Hrs	Total
OPERATOR-remove existing asphalt and subgrade material	2	8	16
LABORER-remove existing asphalt and subgrade material	2	8	16
TEAMSTER-of haul and dispose of A/C, AB, dirt	1	6	6
OPERATOR-place AB, compact and proof roll	1	8	8
LABORER- place AB, compact and proof roll	2	8	16
LABORER-uninstall and remove traffic control and detour	2	8	16
Total Hours:			78

CONTRACT CHANGE ORDER

Page 1

From:

JT2 INC DBA TODD COMPANIES
1701 N. CLANCY COURT
P O BOX 6820
VISALIA, CA 93290
(559) 651-5820 Fax (559) 651-5830
License: 788798

Change Order #: P007**Change Order Date: 03/21/19****To:**

TC-AMCE-SchoolCrossingSafety
633 Sixth Street
Orange Cove, CA 93646

Project:

TC-AMCE-SchoolCrossingSafety
4 locations (see memo)
Orange Cove, CA

Original Contract Amount:	\$223,750.00
Total Previous Change Orders:	\$71,765.00
Total Before this Change Order:	\$295,515.00
Amount of this Change Order:	\$14,445.00
Revised Contract Amount:	\$309,960.00

The Original Construction Agreement is hereby modified and amended by the following deviations from original plans and specifications:

03/21/19 (Mireay/TL) - P007 - Remove and Replace 853sq.ft. of Existing Pavement and Subgrade.

It is mutually agreed that for such change the contract price is increased by \$14,445.00 (Fourteen Thousand Four Hundred Forty-Five and 00/100) payable with the payments due under the original construction agreement.

Time for completion of the above cited work is hereby extended 5 days beyond any completion date set forth in the original contract for such work.

All other provisions of the original contract and agreement shall remain in full force and effect without change because of the above deviations.

JT2 INC DBA TODD COMPANIES

Signed: _____

Dated: _____

Title: _____

TC-AMCE-SchoolCrossingSafety

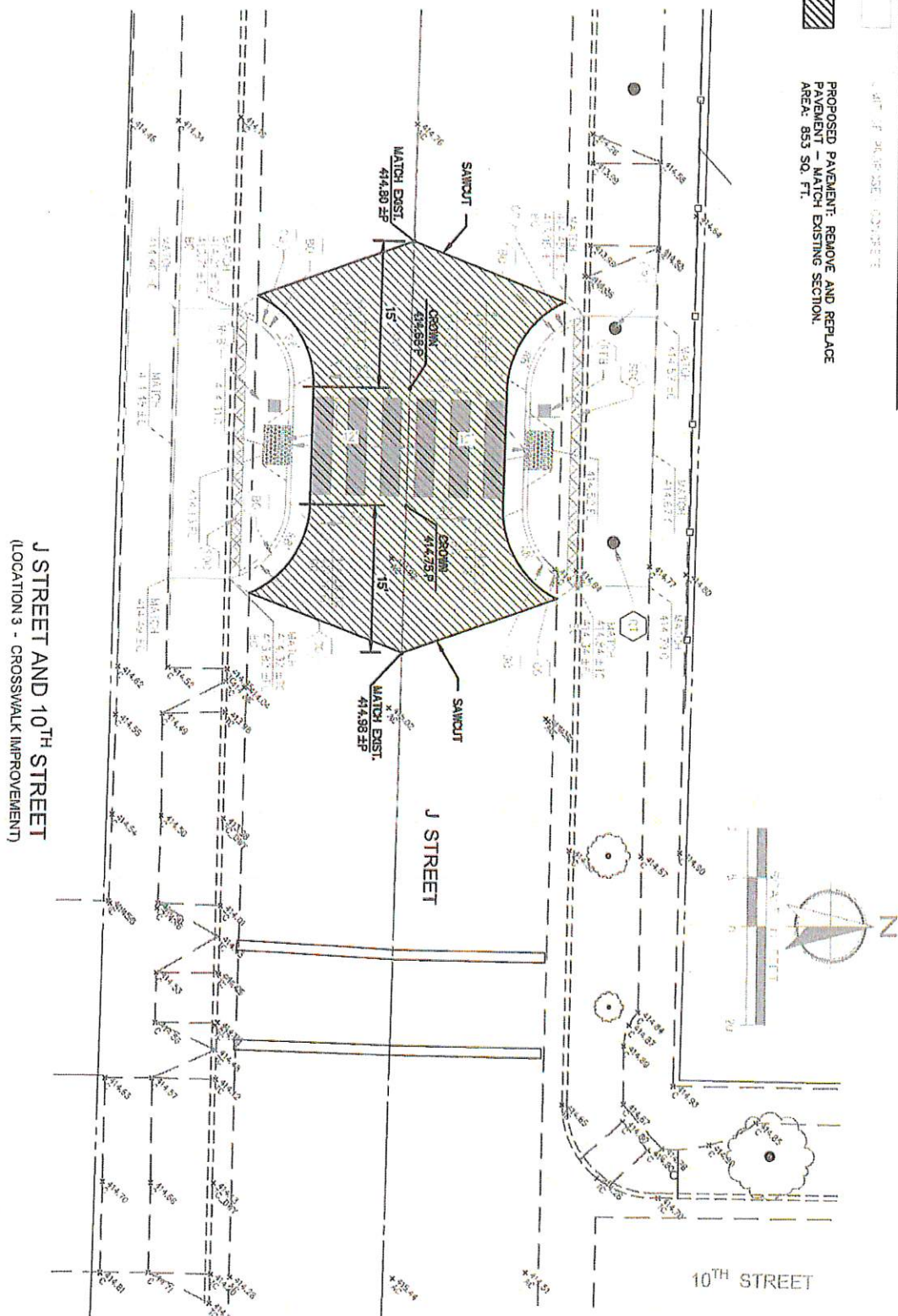
Signed: _____

Dated: _____

Title: _____

LEGEND

PROPOSED PAVEMENT: REMOVE AND REPLACE
PAVEMENT - MATCH EXISTING SECTION.
AREA: 853 SQ. FT.



ADDENDUM 03/19/19

REV. NO.	DESCRIPTION	DATE
1	IMPROVEMENT PLANS ACTIVE TRANSPORTATION PROGRAM - CYCLE 2 CITY OF ORANGE COVE VARIOUS SITE LOCATIONS	
2	DETAIL EXHIBIT FOR PAVEMENT REMOVAL AND REPLACEMENT	



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ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
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SANTA ANA, CALIFORNIA 92705-5511 • TEL: 949.440.4141 • FAX: 949.440.4142



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

March 27, 2019

The Honorable Jim Beall
California State Senate
State Capitol Building, Room 2082
Sacramento, CA 95814

The Honorable Mike McGuire
California State Senate
State Capitol Building, Room 5061
Sacramento, CA 95814

**Re: SB 5 (Beall/McGuire) Local-State Sustainable Investment Incentive Program
Notice of SUPPORT (As Introduced 12/03/2018)**

Dear Senator Beall and Senator McGuire:

The City of Orange Cove supports your SB 5 (Beall/McGuire), the Local-State Sustainable Investment Incentive Program.

The elimination of redevelopment in 2011 created a huge deficit in community revitalization resources throughout California, including an annual loss of \$1 billion in funding for low- and moderate-income housing.

SB 5 provides the opportunities for communities to access additional tax increment revenues to fund affordable housing, infrastructure, and economic development projects that advance state and local priorities, including reducing greenhouse gas emissions, expanding transit oriented development (TOD), addressing poverty, and revitalizing neighborhoods.

The City of Orange Cove commends you for recognizing the diversity of California cities and acknowledging the need for flexible funding to spur housing construction and revitalize communities.

The closure of the Redevelopment Agency in the City of Orange Cove removed the RDA financing for affordable housing developments, and Programs shifted funds away from necessary services such as education and removed the attraction for small businesses to rural areas. Residential units are no longer affordable for the very low income families.

The time is right for the state to fill the void left by the elimination of redevelopment and provide more tools to support local efforts to build more affordable housing, provide essential infrastructure, and create opportunities in underserved communities. The City of Orange Cove applauds your leadership in this effort to give cities the tools they need to improve their communities.

For these reasons, the City of Orange Cove supports SB 5 (Beall/McGuire).

Sincerely,


Victor P. Lopez, Mayor

cc: Your Senator & Assembly Member
Your League Regional Public Affairs Manager (via email)
Meg Desmond, League of California Cities, cityletters@cacities.org

ACTION ALERT!!

SB 5 (Beall/McGuire)

Local-State Sustainable Investment Incentive Program

SUPPORT

BACKGROUND:

Since the elimination of redevelopment agencies in 2011, the Legislature has created several new tools that use tax increment financing, which include the formation of enhanced infrastructure financing districts (EIFD), affordable housing authorities, and community revitalization investment authorities (CRIA). While these new tools can be useful to local agencies, they are widely viewed as lacking sufficient financial capacity compared to what existed under former redevelopment agencies. The limited funding has resulted in few cities taking advantage of these new tools.

SB 5 (Beall/McGuire) would create a local-State partnership to provide up to \$2 billion annually to fund State approved affordable housing, infrastructure, and economic development projects that also support State policies to reduce greenhouse gas emissions, expand transit oriented development (TOD), address poverty, and revitalize neighborhoods.

With a projected multi-billion State budget surplus for the 2019/2020 fiscal year, now is the time for the State to restore more robust financing mechanisms that support local efforts to build more affordable housing, provide essential infrastructure, and create opportunities in underserved communities.

For more information, please review the attached California City Advocate newsletter article.

ACTION:

SB 5 (Beall/McGuire) will be heard in the Senate Governance and Finance Committee on Wednesday, March 20. Please send letters of city support as soon as possible.

Send a letter of city support ASAP. Sample support letter is attached or can be submitted online through the League's [Action Center](#).

You can find your Legislator's contact information here: <http://findyourrep.legislature.ca.gov/>.

Talking Points:

- The elimination of redevelopment in 2011 created a huge deficit in community revitalization resources throughout California, including an annual loss of \$1 billion in funding for low- and moderate-income housing.
- SB 5 provides the opportunities for my community to access additional tax increment revenues to fund affordable housing, infrastructure, and economic development projects that advance state and local priorities, including reducing greenhouse gas emissions, expanding transit-oriented development (TOD), addressing poverty, and revitalizing neighborhoods.
- If your city suffered the loss of redevelopment please, discuss the specifics related to how losing redevelopment has impacted your city.
- Please discuss how your city would specifically benefit from a renewed state investment.
- The time is right for the state to fill the void left by the elimination of redevelopment and provide more tools to support local efforts to build more affordable housing, provide essential infrastructure, and create opportunities in underserved communities.



Date: March 27, 2019
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of Contract with Specialized Utility Services Program, Inc. (SUSP) to Perform Wastewater Operation Services on A Month-To-Month Basis.
Attachments: Proposal for Wastewater Operations

BACKGROUND:

On Monday March 18, 2019, I received a letter of resignation from our Interim Public Works Superintendent/Chief Wastewater Plant Operator Joe Estrada. His last day on the job will be on Thursday March 28, 2019 and we wish him the best of luck. To address the Chief Wastewater Plant Operator vacancy, staff solicited bids from 2 firms and 1 Individual who specialize in wastewater plant operations which are listed below:

1. Specialized Utility Services Program, Inc.(SUSP) from the Sacramento, California.
2. Mountain Valley Environmental Services, Inc. from Raymond, California.
3. Joe Beck, Former Interim Public Works Superintendent for the City of Orange Cove

Staff interviewed SUSP and Mountain Valley Environmental Services, Inc. Mr. Joe Beck was not available to provide wastewater operation services to the City of Orange Cove.

Based on the interviews, Joe Estrada and I are recommending that the City Council approve a contract with Specialized Utility Services Program, Inc.(SUSP). Several reasons for recommending them are listed below:

- While onsite,SUSP staff will review and assist in daily operations of the treatment plant facility and routine testing and sampling along with any treatment facility process control adjustments and review operations with staff as needed. SUSP will also provide training to our Grade 1 Operator.
- Complete and submit all necessary reporting
- Provide 24/Hr emergency response time and phone availability for the systems operator and the utility itself per the requirements of Title 23 wastewater certification operations requirements.
- SUSP has a full time staffing of 17 employees. There are 2 (two) Grade III operators available within 30 minute drive to Orange Cove.
- SUSP currently provides wastewater operations services to the City of Huron and has provided services to the Cities of Lindsay and San Joaquin.

FISCAL IMPACT:

The monthly cost will be \$7,700 per month which will be funded from the Vacant Wastewater III position.

RECOMMENDATION:

For the City Council to approve the contract with Specialized Utility Services Program, Inc. (SUSP) to provide wastewater operations services on a month-to month basis.

Prepared by: **Rudy Hernandez**

Approved by: 

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

_____ Consent

_____ Public Hearing

_____ Info Item

_____ Matter Initiated by a Council Member

X Action Item

_____ Other

_____ Department Report

_____ Continued to: _____

_____ Redevelopment Agency

1. Specialized Utility Services Program, Inc.
(SUSP)

The Specialized Utility Services Program, Inc. (SUSP) is a subsidiary company of the California Rural Water Association. CRWA established the SUSP program in order to answer requests from member and non-member systems for assistance and services that require more time and resources than CRWA can provide to systems utilizing our technical assistance and training programs. The SUSP program is set up to provide services in contract water and wastewater operations; contract utility management; engineering services; rate studies; MHI studies; and a variety of contract management and operator training.

2. Scope of Services

General Services – SUSP will provide the following services:

1. Site visits two days a week and typically Monday through Friday (there will need to be adjustments at times due to employee sick, vacation, or other unscheduled issues that may require schedule changes)
2. Facilitate as CPO with a Grade 3 WWT operator or higher
3. While onsite, SUSP staff review and assist in daily operations of the treatment facility and routine testing and sampling along with any treatment facility process control adjustments and review operations with staff as needed
4. Complete and submit all necessary reporting
5. Provide all necessary training and reporting of the existing Grade 1 Operator
6. Provide 24/Hr emergency response and phone availability for the systems operator and the utility itself per the requirements of Title 23 wastewater certification operations requirements
7. SUSP will be available for all scheduled inspections and meetings with SWRCB staff regarding the operation of the treatment facility

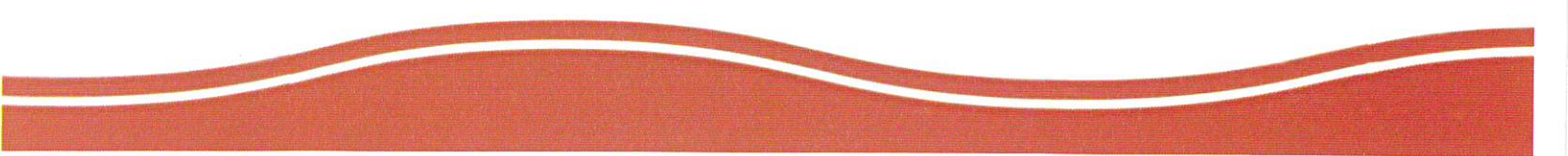
3. Insurance

SUSP will provide named insured documentation per the usual contract operation requirements and will also provide all workman's comp etc. on employees as required by the State.

4. Price Proposal

SUSP will provide the general and direct services as outlined under the proposal scope of services. We will provide weekly wastewater operations supervision (2 days per week) pricing includes Staff oversight and all reporting as well as the travel costs for the routine contract operations.

SUSP will provide any additional hours or emergency services, requested or required, at a rate of \$90.00 per hour per person, plus travel costs at Federal per diem rates.



Contract Pricing

Wastewater Operations CPO Services, Reporting, and Operator oversight.	\$7,700.00 per/month
---	-----------------------------

Invoicing

The invoicing will be submitted monthly and it's expected to be paid within 15 days of submittal.

5. Proposal Summary

This is a price proposal and a more formal contract will be submitted upon an agreement on this proposal. We are flexible in providing services so please feel free to discuss any aspect of this price proposal with me for clarification. If you would like to see changes in the scope of services, we will be glad to discuss any ideas or options that you might want to bring to the table. This proposal was put together based on the scope of services. If you are in agreement with this price proposal, please sign, date, and return to:

*Via mail to: SUSP, Inc., 1234 North Market Boulevard, Sacramento, CA 95834 - Attention: Ruby Brungess
Or via Fax: 916-553-4904 or via Email: rbrungess@calruralwater.org*

Submitted by: _____
Dan DeMoss, Executive Director
Specialized Utility Services Program, Inc.

Date

Accepted by: _____
Signature

Date

Printed Name and Title



Price Proposal for the Wastewater Operations CPO Services and Reporting for the City of Orange Cove

March 18, 2019

1. SUSP
2. Scope of Services
3. Insurance
4. Price Proposal
5. Proposal Summary



Date: March 27, 2019
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of Public Works Director Position.
Attachments: Public Works Director Job Description

BACKGROUND:

On Monday March 18, 2019, I received a letter of resignation from our Interim Public Works Superintendent/Chief Wastewater Plant Operator Joe Estrada. His last day on the job will be on Thursday March 28, 2019 and we wish him the best of luck. To address the Interim Public Works Superintendent vacancy, staff is recommending we fill the position as a Public Works Director based on the following reasons:

1. The City needs a department head level position to provide critical supervision and direction to the public works staff.
2. The Public Works Director will develop long range capital facility and infrastructure plans; present and recommends plans to City Manager, and implements plans after adoption by the City Council.
3. The Public Works Director will also provide direction on the development and implementation of preventative maintenance programs involving buildings and other structures, the vehicle fleet, streets, water/wastewater systems, ect.
4. Will Identify and prioritize project needs, establish project completion time-lines, and provide direction for the use of available staff on public works infrastructure maintenance and development projects.
5. The Public Works Director will be required to submit annual budgets for water, wastewater, disposal, streets, facilities and fleet maintenance (**Very Critical Responsibility**). In addition, will be responsible for monitoring his/her budgets.
6. See attached job description for other duties.

FISCAL IMPACT:

The annual salary range for the public works director is \$80,320 - \$97,629 which including benefits could cost approximately \$109,120 - \$131,799. Funding for this position will come mainly from our street funds and enterprise funds (water, sewer & disposal). If approved by the City Council, the position will most likely be filled next fiscal year 2019-20 and will not have any impact to our current fiscal year 2018-19 adopted budget.

RECOMMENDATION:

For the City Council to approve the Public Works Director position.

Prepared by: **Rudy Hernandez**

Approved by: 

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

_____ Consent

_____ Public Hearing

_____ Info Item

_____ Matter Initiated by a Council Member

X Action Item

_____ Other

_____ Department Report

_____ Continued to: _____

_____ Redevelopment Agency

CITY OF ORANGE COVE
JOB DESCRIPTION

JOB TITLE: **DIRECTOR OF PUBLIC WORKS**

REPORTS TO: **City Manager**

TYPE: **Executive - Exempt**

POSITION SUMMARY:

Plans, organizes, directs, coordinates and evaluates the activities of the Public Works Department which is comprised of the Water/Wastewater, Parks/Recreation, Animal Control, Streets, oversees the provision of departmental services to City residents; prepares, implements and evaluates capital improvement program and long-range infrastructure development plans; prepares and manages departmental budget; ensures compliance with regulatory requirements; provides technical assistance and liaison with City staff, developers, other agencies.

TYPICAL DUTIES AND RESPONSIBILITIES:

- Identifies and prioritizes project needs, establishes project completion time-lines, and provides direction for the use of available staff on public works infrastructure maintenance and development.
- Confers with architects, engineers, developers, consultants and the general public concerning engineering and public works construction and maintenance matters; assists public in design projects to comply with City development standards; meets with project developers and designers to advise them on City policy standards and alternate design techniques.
- Coordinates work activities with other City departments and contract engineering services; confers with staff as needed in preparing and reviewing plans and specifications, inspecting and supervising projects, and implementing improvements or extensions of City infrastructure.
- Confers with, and provides direction and guidance to Public Works Maintenance and Water/Wastewater staff related to upgrade, maintenance and repair activities in their divisions.
- Prepares annual Public Works budget and submits budget requests to the City Manager; monitors and controls departmental expenditures.
- Provides a variety of data, studies, reports and recommendations related to Public Works Department programs and activities to the City Manager, the City Council and its committees, and other agencies/committees.
- Attends meetings of various committees and organizations as the City or Department representative; provides input, comment and decisions relative to public works projects and programs.
- Participates in the selection, training and development and performance evaluation of the Department's employees.
- Determines the need for contract construction/repair services involving the public works infrastructure; participates in negotiating contracts; monitors contracts to assure compliance with terms and conditions.
- Develops long range capital facility and infrastructure plans; presents and recommends plans to City Administration; implements plans adopted by the City Council.
- Directs the development and implementation of preventative maintenance programs involving buildings and other structures, the vehicle fleet, streets, water/wastewater systems, etc.
- Maintains files on all engineering and construction projects, including City projects and subdivisions, lot line adjustments and related maps.
- Prepares, reviews and inspects engineering and design work on public improvements.
- Researches public right-of-way and easements and prepares legal descriptions on same.
- Maintains liaison with County and State public works/ engineering staff.

MATERIALS, EQUIPMENT AND TOOLS:

Computer monitor, keyboard, personal computer and programs such as Microsoft Office Suite, Access, Auto-cad; plotter; printer; telephone; programmable calculator; shovel, small hand tools (hammer, etc.); automobile, copier, FAX; water flow meter; drafting equipment.

DESIRABLE SKILLS, KNOWLEDGE AND ABILITIES:

Knowledge of:

- Municipal public works planning, design, maintenance and construction.
- Principles and practices of supervision, training and employee development.
- Principles of budget preparation and expenditure control.
- Applicable Federal, State and local laws and regulations pertaining to local government and public works functions.
- Methods of analyzing, evaluating and implementing public works programs in a municipality.
- The theories, principles, practices and techniques of civil engineering, surveying, planning and building construction.
- The California Subdivision Map Act.

Ability to:

- Plan, organize and direct the work of public works personnel.
- Analyze organizational and administrative problems, recommend alternative courses of action, and provide leadership to others in implementing such actions.
- Review plans, specifications and contract documents related to the construction and maintenance of public works projects.
- Prepare clear and comprehensive written reports.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative relationships with City officials, employees, contractors, the general public and representatives of other agencies.
- Apply specific provisions of applicable building, zoning and City standard specifications for public improvements.
- Make calculations and mathematical computations quickly and accurately.
- Select, supervise, train and evaluate assigned staff.

SPECIAL REQUIREMENTS:

Possession of a valid Class C or higher California driver's license.

Incumbent must be a results-oriented person and persuasive individual who is accustomed to a "hands on" approach, should value leadership and entrepreneurship over "process," and must have a high level of sensitivity to customer service.

Establishing cooperative working relationships with City officials, contractors, representatives of other agencies is essential to the success of the position.

MINIMUM EXPERIENCE/EDUCATION:

Five years of progressively responsible experience in administering public works functions. Any equivalent combination of education and experience that would likely provide the required knowledge and abilities may be qualifying.

A bachelor's degree, from an accredited four year college or university in Civil Engineering or related field.

DESIRABLE EXPERIENCE/EDUCATION:

Registration as a Registered Civil Engineer in the State of California.

NOTE: *Accommodations may be made for some of the essential functions/requirements listed for qualified individuals who require and request such accommodation, due to a qualifying disability.*



Date: March 27, 2019
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Update on Financial Issues
Attachments: None.

BACKGROUND:

Listed below are updates on the projects listed below:

- Fresno County Superior Court Services to be held in the City of Orange
- Cove (Update; Verbal Report).
- Housing Rehabilitation Grant Program (\$10,000) started February 4, 2019 (Update; Verbal Report)
- FY 2017-18 Audit (Update; Verbal Report)
- Budget Status Reports (New)
- Water & Wastewater Sufficiency Reports – Debt Service

RECOMMENDATION:

For Information Only.

Prepared by: Rudy Hernandez

Approved by: [Signature]

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: _____